

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 Sarah Bunch
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
January 3, 2017**

A meeting of the Fayetteville City Council was held on January 3, 2017 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.

1. Nominating Committee Report.

APPROVED.

2. Housing Authority Board Appointment.

APPROVED.

3. City Council Committee Appointments.

APPROVED.

4. Election Of Vice Mayor.

APPROVED.

Agenda Additions

A. Consent:

1. Approval of the December 20, 2016 City Council Meeting Minutes.

Approved

2. **GALLAGHER BENEFITS SERVICES:** A resolution to approve a renewal of the contract with Gallagher Benefits Services in the amount of \$28,800.00 for the provision of City Employee Benefits Broker Services through the second half of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 01-17

3. **PIERCE MANUFACTURING, INC.:** A resolution to approve the purchase of a 2017 Arrow XT Fire Engine from Pierce Manufacturing, Inc. of Appleton, Wisconsin in the amount of \$540,618.00 pursuant to a Houston-Galveston area council cooperative purchasing contract, and to approve a contingency in the amount of \$54,061.80.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 02-17

4. **BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.:** A resolution to award Bid No. 16-64 and authorize a contract with Benchmark Construction of NWA, Inc. in the amount of \$485,058.00 for the construction of infrastructure and land development necessary for installation of the fire department training facility, and to approve a project contingency in the amount of \$72,758.70.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 03-17

5. **BID NO. 16-45 CRUSHED ROCK SALT:** A resolution to award Bid No. 16-45 and authorize the purchase of bulk crushed rock salt from Central Alt, LLC for \$75.00 per ton for materials picked up and \$77.68 per ton for materials delivered as needed through July 31, 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 04-17

6. **BID NO. 17-02 CONSTRUCTION - CURB & GUTTER:** A resolution to award Bid No. 17-02 and authorize the purchase of curb and gutter construction from Fochtman

Enterprises, Inc. as a primary supplier and Tomlinson Asphalt as secondary supplier in variable amounts and for varying unit prices as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 05-17

7. **BID NO. 17-04 CONCRETE PURCHASE:** A resolution to award Bid No. 17-04 and authorize the purchase of concrete from Tune Concrete Company as primary supplier and APAC Central as secondary supplier in variable amounts and to authorize the use of other bidders based on price and availability as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 06-17

8. **BID NO. 17-05 AGGREGATE MATERIALS:** A resolution to award Bid No. 17-05 and authorize the purchase of aggregate materials from Hunt Rogers Materials, LLC as primary supplier and to authorize the use of other bidders based on price and availability as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 07-17

9. **BID NO. 17-07 HILLSIDE GRAVEL:** A resolution to award Bid No. 17-07 and authorize the purchase of Hillside Gravel from Les Rogers, Inc. in varying amounts and for variable unit prices as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 08-17

10. **BID NO. 17-08 PLASTIC DRAINAGE PIPE:** A resolution to award Bid No. 17-08 and authorize the purchase of plastic drainage pipe for varying unit prices from various vendors, as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 09-17

11. **BID NO. 17-09 CONCRETE DRAINAGE PIPE:** A resolution to award Bid No. 17-09 and authorize the purchase of concrete drainage pipe from Scurlock Industries, Inc. in variable amounts and for varying unit prices as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 10-17

12. **BID NO. 17-10 SCREENED TOPSOIL:** A resolution to award Bid No. 17-10 and authorize the purchase of screened topsoil from Les Rogers, Inc. as primary supplier and Sweetser Construction, Inc. as secondary supplier in variable amounts and for varying prices as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 11-17

13. **BID NO. 17-12 RETAINING WALL BLOCKS:** A resolution to award Bid No. 17-12 and authorize the purchase of retaining wall blocks for varying unit prices from various vendors as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 12-17

- 14. BID NO. 17-13 HIGH PERFORMANCE COLD MIX ASPHALT:** A resolution to award Bid No. 17-13 and authorize the purchase of high performance cold mix asphalt from Hutchens Construction Co. as primary supplier and Atlas Asphalt, Inc. as secondary supplier in variable amounts and for varying prices as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 13-17

- 15. BID NO. 17-16 TREE GRATES AND FRAMES:** A resolution to award Bid No. 17-16 and authorize the purchase of tree grates and frames for varying unit prices from various vendors and authorizing the use of other bidders based on price and availability as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 14-17

- 16. BID NO. 17-17 DECORATIVE FENCING:** A resolution to award Bid No. 17-17 and authorize the purchase of decorative fencing from Barmac Access Controls LLC d/b/a Modern Fence of NWA as primary supplier and Fence Co., Inc. as secondary supplier and authorizing the use of other bidders based on price and availability as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 15-17

- 17. BID NO. 17-18 REFLECTORIZED PAINT MARKINGS:** A resolution to award Bid No. 17-18 and authorize the purchase of reflectORIZED paint markings from Custom Pavement Maintenance and Safety, LLC in variable amounts and for varying unit prices as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 16-17

- 18. BID NO. 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS:** A resolution to award Bid No. 17-19 and authorize the purchase of waste disposal services for construction debris from S&R Trucking Winslow, LLC and Holtzclaw Excavating, Inc. in variable amounts and for varying unit prices as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 17-17

- 19. BID NO. 17-20 TRUCK HAULING SERVICES:** A resolution to award Bid No. 17-20 and authorize the purchase of truck hauling services from Garman Trucking, LLC at the rate of \$72.50 per hour and to authorize the use of other bidders based on price and availability as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 18-17

- 20. 2017 PROPOSED ASPHALT OVERLAY PROJECTS:** A resolution to approve the transportation division overlay and sidewalk projects list for 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 19-17

- 21. SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT:** A resolution to approve the purchase of a Police Package Chevrolet Tahoe from Superior Automotive Group of Siloam Springs in the amount of \$31,262.00, pursuant to a state procurement contract, for use by the police department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 20-17

- 22. SUPERIOR CHEVROLET - POLICE DEPARTMENT:** A resolution to approve the purchase of a Chevrolet Traverse from Superior Chevrolet of Siloam Springs in the amount of \$23,329.85, pursuant to a state procurement contract, for use by the police department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 21-17

- 23. SUPERIOR CHEVROLET - POLICE DEPARTMENT:** A resolution to approve the purchase of a Chevrolet Traverse AWD from Superior Chevrolet of Siloam Springs in the amount of \$25,188.21, pursuant to a state procurement contract, for use by the police department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 22-17

- 24. SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION:** A resolution to approve the purchase of a Chevrolet Traverse from Superior Chevrolet of Siloam Springs in the amount of \$25,578.21, pursuant to a state procurement contract, for use by the water and sewer operations division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 23-17

- 25. SUSAN SULLIVAN D/B/A FLYING Q:** A resolution to approve a special use permit allowing Susan Sullivan d/b/a Flying Q to operate a guided horseback trail ride business on the Lake Sequoyah Equestrian Trails for a fee of \$5.00 per horse on each trail ride.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 24-17

- 26. KESSLER MOUNTAIN REGIONAL PARK:** A resolution to approve a deed restriction covenant restricting development in certain portions of Kessler Mountain Regional Park as required by the U.S. Army Corps of Engineers Section 404 Nationwide Permit Number 2014-00110.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 25-17

- 27. SEVEN HILLS HOMELESS CENTER:** A resolution to approve a contract with Seven Hills Homeless Center to provide funding assistance in the amount of \$103,000.00 for utilities, maintenance and repairs at the Walker Family Residential Community Complex in 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 26-17

B. Unfinished Business:

C. New Business:

1. **ASPHALT MATERIALS:** An ordinance to waive the requirements of formal competitive bidding during 2017 for the purchase of asphalt materials for use by the Transportation Division, but to require informal quarterly bids or quotes.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5941

2. **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 a portion of North Church Avenue between West Spring Street and West Dickson Street with the estimated amount to be paid by the City of Fayetteville not to exceed \$103,665.15, and to approve a project contingency in the amount of \$20,733.03.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5942

3. **AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES:** An ordinance to amend subsection (i) *Rates for Parking in City Parking Garages* of § 72.58 **Off-Street Parking Facilities; Rules and Rates** of the City Code to allow more flexibility for monthly parking rates in the Meadow Street Parking Garage.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5943

4. **ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT:** A resolution to allow the City of Fayetteville to enter into a partnering agreement with the Arkansas State Highway and Transportation Department for improvements to Highway 112 between Razorback Road and Garland Avenue, and to approve the reclassification of Highway 112 between 15th Street and Interstate 49 as a city street.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO 27-17

5. **RZN 16-5664 (1633 E. ZION RD./MAYES):** An ordinance to rezone that property described in rezoning petition rzn 16-5664 for approximately 0.85 acres located at 1633 East Zion Road from rsf-4, residential single family, 4 units per acre to ns, neighborhood services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5944

6. **AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169:** An ordinance to amend chapters 160, 161, 162, 164, 166, 167, and 169 of the Unified Development Code to create two new zoning districts: residential intermediate - urban and neighborhood services - general and new use unit 12 b. general business and to make further changes to incorporate these amendments into the unified development code.

THIS ORDINANCE WAS LEFT ON THE FIRST READING.

- 7. PRELIMINARY PLAT 16-5642 (PARK MEADOWS) GRANT APPEAL:** A resolution to grant the appeal of City Council Member Adella Gray and to deny preliminary plat 16-5642 (Park Meadows) because such development would create or compound a dangerous traffic condition in violation of § 166.02 (c)(2) (a)(iv) of the unified development code.

THIS RESOLUTION WAS TABLED TO THE JANUARY 17, 2017 CITY COUNCIL MEETING.

- 8. PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) GRANT APPEAL:** A resolution to grant the appeal of City Council Member Adella Gray and to deny preliminary plat 16-5574 (Mountain Vista Subdivision) because such development would create or compound a dangerous traffic condition in violation of § 166.02 (c)(2)(a)(iv) of the unified development code.

THIS RESOLUTION WAS TABLED TO THE FEBRUARY 7, 2017 CITY COUNCIL MEETING.

City Council Agenda Session Presentations

City Council Tour

Announcements

Adjournment: 8:47 p.m.

Subject:	Roll				
Alderman Kinion & Marsh left early Alan Long left early	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan	✓			

9-0

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

Subject:	NOMINATING COMMITTEE REPORT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Kinion</i>			
Seconded:		<i>Marsh</i>			
Reports <i>Approved</i>	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	HOUSING AUTHORITY BOARD APPOINTMENT				
Motion To:					
Motion By:					
Seconded:					
Reports	Bunch				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

Subject:		CITY COUNCIL COMMITTEE APPOINTMENTS			
Motion To:					
Motion By:			<i>Approve</i>		
Motion By:			<i>Tennant</i>		
Seconded:			<i>Gray</i>		
Reports <i>Approved</i>	Bunch		✓		
	La Tour		✓		
	Long		✓		
	Gray		✓		
	Marsh		✓		
	Kinion		✓		
	Petty		✓		
	Tennant		✓		
	Mayor Jordan				

8-0

Subject:		ELECTION OF VICE MAYOR			
Motion To:					
Motion To:			<i>Appt. Long</i>	<i>Appt. Marsh</i>	
Motion By:			<i>Tennant</i>	<i>Kinion</i>	
Seconded:					
Reports <i>Alderman Long elected</i>	Bunch		✓		
	La Tour		✓		
	Long		✓		
	Gray		✓		
	Marsh			✓	
	Kinion			✓	
	Petty			✓	
	Tennant		✓		
	Mayor Jordan				

5-0

3-0

Subject:	Consent				
Motion To:					
Motion By:		Approve			
Motion By:		Marsh			
Seconded:		Long			
A. 1- A. 27 <i>Approved</i> 01-17 thru 26-17	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	Absent			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				

7-0

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

Subject: ASPHALT MATERIALS					
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Marsh	Long		
Seconded:		Gray	Gray		
C. 1 New Business <u>Approved</u> 5941 2-0-0	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	A	A	A	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject: MARK ZWEIG, INC.					
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Tennant		
Seconded:		Tennant	Gray		
C. 2 New Business <u>Approved</u> 5942	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	A	A	A	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Tennant	Tennant		
Seconded:		Gray	Gray		
C. 3 New Business Approved 5943	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	A	A	A	
	Kinion	A	A	A	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:		ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT			
Motion To:		Approve			
Motion By:		Long			
Seconded:		Petty			
C. 4 New Business Approved 27-11	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	H			
	Kinion	A			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				

6-0

Subject:		RZN 16-5664 (1633 E. ZION RD./MAYES)			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>
Motion By:			<i>Long</i>	<i>Tennant</i>	
Seconded:			<i>Tennant</i>	<i>Gray</i>	
C. 5 New Business <i>Approved</i> <i>5944</i>	Bunch	☒	☒	☒	
	La Tour	☒	☒	☒	
	Long	☒	☒	☒	
	Gray	☒	☒	☒	
	Marsh	<i>A</i>	<i>A</i>	<i>A</i>	
	Kinion	<i>A</i>	<i>A</i>	<i>A</i>	
	Petty	☒	☒	☒	
	Tennant	☒	☒	☒	
	Mayor Jordan				

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

Subject:		AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169			
Motion To:					
Motion By:					
Seconded:					
C. 6 New Business <i>Left on the First Reading</i>	Bunch				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant -				
	Mayor Jordan				

Subject:		PRELIMINARY PLAT 16-5642 (PARK MEADOWS) GRANT APPEAL			
Motion To:			Amend	Table ^{to} 1-17-17	
Motion By:			Gray	Petty	
Seconded:			La Tour	Tennant	
C. 7 New Business Tabled to 1-17-17	Bunch	✓	✓		
	La Tour	✓	✓		
	Long	A	A		
	Gray	✓	N		
	Marsh	A	A		
	Kinion	A	A		
	Petty	N	✓		
	Tennant	✓	✓		
Mayor Jordan					

4-1
Approved4-1
Approved

Subject:		PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) GRANT APPEAL			
Motion To:			Approve Citizen Video	Table to 1st meeting in Feb.	
Motion By:			Gray	Gray	
Seconded:			La Tour	Bunch	
C. 8 New Business Tabled to 2/7/17	Bunch	✓	✓		
	La Tour	✓	N		
	Long	A	A		
	Gray	✓	✓		
	Marsh	A	A		
	Kinion	A	A		
	Petty	✓	✓		
	Tennant	✓	✓		
Mayor Jordan					

5-0

4-1



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: January 4, 2017

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of January 3, 2017

1. A resolution to approve a renewal of the contract with Gallagher Benefits Services in the amount of \$28,800.00 for the provision of City Employee Benefits Broker Services through the second half of 2017.
2. A resolution to approve the purchase of a 2017 Arrow XT Fire Engine from Pierce Manufacturing, Inc. of Appleton, Wisconsin in the amount of \$540,618.00 pursuant to a Houston-Galveston Area Council Cooperative Purchasing Contract, and to approve a contingency in the amount of \$54,061.80.
3. A resolution to award Bid No. 16-64 and authorize a contract with Benchmark Construction of NWA, Inc. in the amount of \$485,058.00 for the construction of infrastructure and land development necessary for installation of the Fire Department Training Facility, and to approve a project contingency in the amount of \$72,758.70.
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16. A resolution to award Bid No. 17-18 and authorize the purchase of reflectorized paint markings from custom pavement maintenance and Safety, LLC in variable amounts and for varying unit prices as needed through the end of 2017.
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18. A resolution to award Bid No. 17-20 and authorize the purchase of truck hauling services from Garman Trucking, LLC at the rate of \$72.50 per hour and to authorize the use of other bidders based on price and availability as needed through the end of 2017.

19. A resolution to approve the Transportation Division overlay and sidewalk projects list for 2017.
20. A resolution to approve the purchase of a police package Chevrolet Tahoe from Superior Automotive Group of Siloam Springs in the amount of \$31,262.00, pursuant to a State Procurement Contract, for use by the Police Department.
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26. A resolution to approve a contract with Seven Hills Homeless Center to provide funding assistance in the amount of \$103,000.00 for utilities, maintenance and repairs at the Walker Family Residential Community Complex in 2017.
27. An ordinance to waive the requirements of formal competitive bidding during 2017 for the purchase of asphalt materials for use by the Transportation Division, but to require informal quarterly bids or quotes.
28. 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 a portion of North Church Avenue between West Spring Street and West Dickson Street with the estimated amount to be paid by the City Of Fayetteville not to exceed \$103,665.15, and to approve a project contingency in the amount of \$20,733.03.
29. An ordinance to amend subsection (I) rates for parking in City parking garages of § 72.58 Off-Street Parking Facilities; Rules and Rates of the City Code to allow more flexibility for monthly parking rates in the Meadow Street Parking Garage.
30. A resolution to allow the City of Fayetteville to enter into a Partnering Agreement with the Arkansas State Highway and Transportation Department for improvements to Highway 112

between Razorback Road and Garland Avenue, and to approve the reclassification of Highway 112 between 15th Street and Interstate 49 as a City street.

31. An ordinance to rezone that property described in rezoning petition RZN 16-5664 for approximately 0.85 acres located at 1633 East Zion Road from RSF-4, Residential Single Family, 4 Units Per Acre to NS, Neighborhood Services.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, January 3, 2017

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
Sarah Bunch 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

1. [2016-0559](#)

OATHS OF OFFICE:

MAYOR LIONELD JORDAN,
CITY CLERK TREASURER, SONDRRA E. SMITH,
SARAH MARSH, ALDERMAN WARD 1,
MATTHEW PETTY, ALDERMAN WARD 2,
SARAH BUNCH, ALDERMAN WARD 3, AND
ALAN LONG, ALDERMAN WARD 4

Roll Call**Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:**

1. [2016-0120](#)

NOMINATING COMMITTEE REPORT

2. [2016-0679](#)

HOUSING AUTHORITY BOARD APPOINTMENT

Attachments: [HOUSING AUTHORITY BOARD APPOINTMENT](#)

3. [2016-0562](#)

CITY COUNCIL COMMITTEE APPOINTMENTS

Attachments: [2017 CITY COUNCIL COMMITTEES](#)

4. [2016-0561](#)

REPORT OF THE FIREMEN'S AND POLICEMEN'S PENSION AND RELIEF FUND

5. [2016-0560](#)

ELECTION OF VICE MAYOR

Agenda Additions:**A. Consent:****A. 1** [2016-0566](#)

APPROVAL OF THE DECEMBER 20, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0640](#)**GALLAGHER BENEFITS SERVICES:**

A RESOLUTION TO APPROVE A RENEWAL OF THE CONTRACT WITH GALLAGHER BENEFITS SERVICES IN THE AMOUNT OF \$28,800.00 FOR THE PROVISION OF CITY EMPLOYEE BENEFITS BROKER SERVICES THROUGH THE SECOND HALF OF 2017

Attachments: [GALLAGHER BENEFIT SERVICES, INC.](#)

A. 3 [2016-0649](#)**PIERCE MANUFACTURING, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF A 2017 ARROW XT FIRE ENGINE FROM PIERCE MANUFACTURING, INC. OF APPLETON, WISCONSIN IN THE AMOUNT OF \$540,618.00 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A CONTINGENCY IN THE AMOUNT OF \$54,061.80

Attachments: [PIERCE MANUFACTURING, INC.](#)

A. 4 [2016-0645](#)**BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.:**

A RESOLUTION TO AWARD BID NO. 16-64 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$485,058.00 FOR THE CONSTRUCTION OF INFRASTRUCTURE AND LAND DEVELOPMENT NECESSARY FOR INSTALLATION OF THE FIRE DEPARTMENT TRAINING FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$72,758.70

Attachments: [BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.](#)

A. 5 [2016-0638](#)**BID NO. 16-45 CRUSHED ROCK SALT:**

A RESOLUTION TO AWARD BID NO. 16-45 AND AUTHORIZE THE PURCHASE OF BULK CRUSHED ROCK SALT FROM CENTRAL SALT, LLC FOR \$75.00 PER TON FOR MATERIALS PICKED UP AND \$77.68 PER TON FOR MATERIALS DELIVERED AS NEEDED THROUGH JULY 31, 2017

Attachments: [BID 16-45 CRUSHED ROCK SALT](#)

A. 6 [2016-0591](#)**BID NO. 17-02 CONSTRUCTION - CURB & GUTTER:**

A RESOLUTION TO AWARD BID NO. 17-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-02 CONSTRUCTION - CURB & GUTTER](#)

A. 7 [2016-0592](#)**BID NO. 17-04 CONCRETE PURCHASE:**

A RESOLUTION TO AWARD BID NO. 17-04 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-04 CONCRETE PURCHASE](#)

A. 8 [2016-0593](#)**BID NO. 17-05 AGGREGATE MATERIALS:**

A RESOLUTION TO AWARD BID NO. 17-05 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM HUNT ROGERS MATERIALS, LLC AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-05 AGGREGATE MATERIALS](#)

A. 9 [2016-0594](#)**BID NO. 17-07 HILLSIDE GRAVEL:**

A RESOLUTION TO AWARD BID NO. 17-07 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC. IN VARYING AMOUNTS AND FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-07 HILLSIDE GRAVEL](#)

A. 10 [2016-0595](#)**BID NO. 17-08 PLASTIC DRAINAGE PIPE:**

A RESOLUTION TO AWARD BID NO. 17-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-08 PLASTIC DRAINAGE PIPE](#)

A. 11 [2016-0596](#)**BID NO. 17-09 CONCRETE DRAINAGE PIPE:**

A RESOLUTION TO AWARD BID NO. 17-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-09 CONCRETE DRAINAGE PIPE](#)

A. 12 [2016-0597](#)**BID NO. 17-10 SCREENED TOPSOIL:**

A RESOLUTION TO AWARD BID NO. 17-10 AND AUTHORIZE THE PURCHASE OF SCREENED TOPSOIL FROM LES ROGERS, INC. AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-10 SCREENED TOPSOIL](#)

A. 13 [2016-0598](#)**BID NO. 17-12 RETAINING WALL BLOCKS:**

A RESOLUTION TO AWARD BID NO. 17-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-12 RETAINING WALL BLOCKS:](#)

A. 14 [2016-0599](#)**BID NO. 17-13 HIGH PERFORMANCE COLD MIX ASPHALT:**

A RESOLUTION TO AWARD BID NO. 17-13 AND AUTHORIZE THE PURCHASE OF HIGH PERFORMANCE COLD MIX ASPHALT FROM HUTCHENS CONSTRUCTION CO. AS PRIMARY SUPPLIER AND ATLAS ASPHALT, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-13 HIGH PERFORMANCE COLD MIX ASPHALT](#)

A. 15 [2016-0600](#)**BID NO. 17-16 TREE GRATES AND FRAMES:**

A RESOLUTION TO AWARD BID NO. 17-16 AND AUTHORIZE THE PURCHASE OF TREE GRATES AND FRAMES FOR VARYING UNIT PRICES FROM VARIOUS VENDORS AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-16 TREE GRATES AND FRAMES](#)

A. 16 [2016-0601](#)**BID NO. 17-17 DECORATIVE FENCING:**

A RESOLUTION TO AWARD BID NO. 17-17 AND AUTHORIZE THE PURCHASE OF DECORATIVE FENCING FROM BARMAC ACCESS CONTROLS LLC D/B/A MODERN FENCE OF NWA AS PRIMARY SUPPLIER AND FENCE CO., INC. AS SECONDARY SUPPLIER AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-17 DECORATIVE FENCING](#)

A. 17 [2016-0620](#)**BID NO. 17-18 REFLECTORIZED PAINT MARKINGS:**

A RESOLUTION TO AWARD BID NO. 17-18 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM CUSTOM PAVEMENT MAINTENANCE AND SAFETY, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-18 REFLECTORIZED PAINT MARKINGS](#)

A. 18 [2016-0634](#)**BID NO. 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS:**

A RESOLUTION TO AWARD BID NO. 17-19 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS](#)

A. 19 [2016-0642](#)**BID NO. 17-20 TRUCK HAULING SERVICES:**

A RESOLUTION TO AWARD BID NO. 17-20 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM GARMAN TRUCKING, LLC AT THE RATE OF \$72.50 PER HOUR AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-20 TRUCK HAULING SERVICES](#)

A. 20 [2016-0633](#)**2017 PROPOSED ASPHALT OVERLAY PROJECTS:**

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2017

Attachments: [2017 PROPOSED ASPHALT OVERLAY PROJECTS](#)

A. 21 [2016-0647](#)**SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A POLICE PACKAGE CHEVROLET TAHOE FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS IN THE AMOUNT OF \$31,262.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT](#)

A. 22 [2016-0648](#)**SUPERIOR CHEVROLET - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$23,329.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [SUPERIOR CHEVROLET - POLICE DEPARTMENT](#)

A. 23 [2016-0650](#)**SUPERIOR CHEVROLET - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE AWD FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,188.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [SUPERIOR CHEVROLET - POLICE DEPARTMENT](#)

A. 24 [2016-0651](#)**SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,578.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION](#)

A. 25 [2016-0641](#)**SUSAN SULLIVAN D/B/A FLYING Q:**

A RESOLUTION TO APPROVE A SPECIAL USE PERMIT ALLOWING SUSAN SULLIVAN D/B/A FLYING Q TO OPERATE A GUIDED HORSEBACK TRAIL RIDE BUSINESS ON THE LAKE SEQUOYAH EQUESTRIAN TRAILS FOR A FEE OF \$5.00 PER HORSE ON EACH TRAIL RIDE

Attachments: [SUSAN SULLIVAN D/B/A FLYING Q](#)

A. 26 [2016-0654](#)**KESSLER MOUNTAIN REGIONAL PARK:**

A RESOLUTION TO APPROVE A DEED RESTRICTION COVENANT RESTRICTING DEVELOPMENT IN CERTAIN PORTIONS OF KESSLER MOUNTAIN REGIONAL PARK AS REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS SECTION 404 NATIONWIDE PERMIT NUMBER 2014-00110

Attachments: [KESSLER MOUNTAIN REGIONAL PARK](#)

A. 27 [2016-0665](#)**SEVEN HILLS HOMELESS CENTER:**

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$103,000.00 FOR UTILITIES, MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2017

Attachments: [SEVEN HILLS HOMELESS CENTER](#)

B. Unfinished Business: None**C. New Business:**

C. 1 [2016-0602](#)**ASPHALT MATERIALS:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING 2017 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

Attachments: [ASPHALT MATERIALS](#)

C. 2 [2016-0659](#)**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 A PORTION OF NORTH CHURCH AVENUE BETWEEN WEST SPRING STREET AND WEST DICKSON STREET WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$103,665.15, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$20,733.03

Attachments: [MARK ZWEIG, INC.](#)
 [ADDITIONAL MARK ZWEIG, INC. COST SHARE AGREEMENT](#)

C. 3 [2016-0637](#)**AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES:**

AN ORDINANCE TO AMEND SUBSECTION (I) *RATES FOR PARKING IN CITY PARKING GARAGES* OF § 72.58 **OFF-STREET PARKING FACILITIES; RULES AND RATES** OF THE CITY CODE TO ALLOW MORE FLEXIBILITY FOR MONTHLY PARKING RATES IN THE MEADOW STREET PARKING GARAGE

Attachments: [AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES](#)

C. 4 [2016-0666](#)**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT:**

A RESOLUTION TO ALLOW THE CITY OF FAYETTEVILLE TO ENTER INTO A PARTNERING AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR IMPROVEMENTS TO HIGHWAY 112 BETWEEN RAZORBACK ROAD AND GARLAND AVENUE, AND TO APPROVE THE RECLASSIFICATION OF HIGHWAY 112 BETWEEN 15TH STREET AND INTERSTATE 49 AS A CITY STREET

Attachments: [ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT](#)

C. 5 [2016-0653](#)**RZN 16-5664 (1633 E. ZION RD./MAYES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5664 FOR APPROXIMATELY 0.85 ACRES LOCATED AT 1633 EAST ZION ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS, NEIGHBORHOOD SERVICES

Attachments: [RZN 16-5664 \(1633 E. ZION RD./MAYES\)](#)

C. 6 [2016-0622](#)**AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169:**

AN ORDINANCE TO AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169 OF THE UNIFIED DEVELOPMENT CODE TO CREATE TWO NEW ZONING DISTRICTS: RESIDENTIAL INTERMEDIATE - URBAN AND NEIGHBORHOOD SERVICES - GENERAL AND NEW USE UNIT 12 B. GENERAL BUSINESS AND TO MAKE FURTHER CHANGES TO INCORPORATE THESE AMENDMENTS INTO THE UNIFIED DEVELOPMENT CODE

Attachments: [16-5631 EX A](#)
 [16-5631 EX B](#)
 [ADM 16-5631 \(UDC CHAPTERS 161 & 162 AMENDMENTS\)](#)

C. 7 [2016-0667](#)**PRELIMINARY PLAT 16-5642 (PARK MEADOWS) GRANT APPEAL:**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5642 (PARK MEADOWS) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2) (a)(iv) OF THE UNIFIED DEVELOPMENT CODE

Attachments: [PRELIMINARY PLAT 16-5642 \(PARK MEADOWS\) GRANT APPEAL](#)

C. 8 [2016-0674](#)**PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) GRANT APPEAL:**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2)(a)(iv) OF THE UNIFIED DEVELOPMENT CODE

Attachments: [PRELIMINARY PLAT 16-5574 \(MOUNTAIN VISTA SUBDIVISION\) GRANT APP](#)
[ADDITIONAL PRELIMINARY PLAT 16-5574 MOUNTAIN VISTA SUBDIVISION](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment**

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If 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. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

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. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, 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's 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 Telecommunications Device for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

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

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

City of Fayetteville
2017 Rules of Order and Procedure
City Council Committees

Transportation

(Approved by the City Council)

Adella Gray		Alderman Ward 1
Matthew Petty		Alderman Ward 2
Justin Tennant		Alderman Ward 3
Alan Long		Alderman Ward 4
Chris Brown	575-8206	Staff Contact
Terry Gulley	575-8228	Staff Contact

Sewer

(Approved by the City Council)

Sarah Marsh		Alderman Ward 1
Mark Kinion		Alderman Ward 2
Sarah Bunch		Alderman Ward 3
John LaTour		Alderman Ward 4
Tim Nyander	575-8386	Staff Contact

Nominating

Sarah Marsh		Alderman Ward 1
Mark Kinion		Alderman Ward 2
Sarah Bunch		Alderman Ward 3
Alan Long		Alderman Ward 4
Lisa Branson	575-8323	Staff Contact

Ordinance Review

Adella Gray		Alderman Ward 1
Matthew Petty		Alderman Ward 2
Justin Tennant		Alderman Ward 3
John LaTour		Alderman Ward 4
Kit Williams	575-8313	Staff Contact

FAYETTEVILLE HOUSING AUTHORITY

#1 NORTH SCHOOL AVE.
FAYETTEVILLE, AR 72701-5928
PH: (479) 521-3850 FAX: (479) 442-6771
TDDY PH: 1-800-285-1121
Website: www.fayettevillehousingauthority.org



December 28, 2016

Mayor Lioneld Jordan &
Fayetteville City Council Members
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mayor Jordan & City Council Members:

This letter is to confirm that the Fayetteville Housing Authority's Board elected Laurence McMahon to serve a five (5) year term at its December 22, 2016, regular board meeting.

Laurence McMahon's term will expire on December 28, 2021.

The Fayetteville Housing Authority Board requests that the election of Laurence McMahon be placed on the next City Council Meeting Agenda to be formally confirmed by the municipality governing body in accordance with the Arkansas State Statute # 14-169-208.

If you have any questions, please feel free to contact me by phone or by email.

Sincerely,


Deniece Smiley
Executive Director

City of Fayetteville Staff Review Form

2016-0659

Legistar File ID

1/3/2017

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

Tim Nyander

12/15/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH MARK ZWEIG, INC. FOR UPGRADING A WATERLINE ALONG A PORTION OF NORTH CHURCH AVENUE BETWEEN WEST SPRING STREET AND WEST DICKSON STREET AT A COST OF \$103,665.15 TO THE CITY, WHICH IS 76.5% OF THE TOTAL COST OF THE PROJECT, WITH A NOT-TO-EXCEED CONTINGENCY FUND OF \$20,773.03

Budget Impact:

5400.720.5600-5808.00

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 \$ 60,917.00

Current Balance \$ 1,009,677.00

Does item have a cost? Yes

Item Cost \$ 124,438.18

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 885,238.82

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JANUARY 3, 2016

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Water and Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: December 15, 2016

SUBJECT: Cost Share Agreement with Mark Zweig, Inc. for a Water Line Upgrade on N. Church Ave.

RECOMMENDATION:

Staff recommends approval of a cost-share agreement between the City of Fayetteville and Mark Zweig, Inc., to share the costs of upgrading a waterline on N. Church Ave. between W. Spring St. and W. Dickson St. The estimated total cost of the project is \$135,510.00. The City's portion of the cost share is 76.5% of the estimated project cost, in the not-to-exceed amount of \$103,665.15, with a not-to-exceed contingency fund of \$20,773.03.

BACKGROUND:

Mark Zweig, Inc. has requested that the City share in the cost of upgrading a 4-inch waterline to 8-inch along a portion of N. Church Ave. between W. Spring St. and W. Dickson St., a distance of approximately 625 feet, so that Mark Zweig, Inc. may develop the property located at 218 N. Church Ave.

DISCUSSION:

Upgrading this waterline will allow development of this property and will also provide for ample future capacity which the City recognizes will be necessary for the area that is served by this waterline. There are 9 other properties mentioned in Exhibit "B" that will also benefit from the waterline upgrade. Exhibit "A" shows a map of the area and the waterline to be upgraded.

BUDGET/STAFF IMPACT:

Funds for the City portion of work are available in the Water 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
Cost-Share Agreement
Map of Area (Exhibit A)
Cost Share Estimate (Exhibit B)

December 23, 2016

Dear Fayetteville City Council member,

We are writing this letter as concerned residents of the Fayetteville Country Club neighborhood in regard to the proposed Mountain Vista subdivision development. We have previously written a letter of concern and also attended the Subdivision Committee and Planning Commission meetings.

Several issues have been brought up by neighbors – water pressure concerns, traffic safety, safe access, and lot set-backs. At the Planning Committee, these concerns were addressed to some degree, but some were ignored when the motion was made for approval. The motion included addressing water pressure issues again during peak usage months, but the safety concerns regarding the subdivision entrance and 24th Street were not included. The motion narrowly passed by a 5–3 vote.

As you know, 24th Street is a hilly, curvy, and dangerous road and the only access for all the homes and for Fayetteville Country Club. The City Engineer was asked on several occasions if the proposed entrance met the minimum sight distance for vehicles traveling down the 24th Street hill. He replied that it did **IF** cars were traveling at the 25mph posted speed. He went on to say that if a vehicle was traveling **ONLY 5mph** over this speed, the entrance would not meet the minimum sight distance. The issue of sight distance for a school bus, sanitation truck, or other large commercial vehicle turning out at a 90 degree angle was not mentioned. The proposed entrance is at the crest of the hill, on a curve, and only one lot's depth away from the W. 26th Circle intersection, with limited visibility at best. We ask that the engineer redesign and relocate the entrance to this subdivision to make it safe for all those who live here already, for those who will move into the subdivision, and for those who visit and deliver to Fayetteville Country Club. We also need better speed limit posting, a left turn lane into the subdivision entrance, a right turn merging lane going down 24th Street to S. School, and perhaps a traffic calming device of some sort.

Please visit this site so you can better understand these concerns. Thank you for helping preserve the integrity and safety of our neighborhood.

Ann and Pat Morrison
2875 S. Country Club Dr.

CityClerk

From: Mitchell <mmitchellm@cox.net>
Sent: Thursday, December 22, 2016 4:23 PM
To: CityClerk
Subject: J. B. Hayes - Proposed Mountain Vista Subdivision Development

Categories: Forwarded

FOR DISTRIBUTION PLEASE

Dear Council Members:

While we do not presume to speak for the entire hilltop, we can assure you that we've heard no one being diametrically opposed to the *proposed* development. It is with earnest desire to prevent any (potential) injuries and/or fatalities, not only to us, current hilltop residents, but that of the new-to-be hilltop residents, as well as the general public, that we communicate our thoughts to you for your ardent consideration.

We appreciate you are conscientiously debating all aspects of said development; therefore, we implore you to please take into consideration, not just the theoretical analyses presented to you on paper, but of our (hilltop residents') "day to day / up-n-down the hill" knowledge and experience in traversing the hill over many years – *in all seasons*.

We have, this date, communicated the following to A. Gray and S. Marsh:

IF there is a traffic monitoring study taking place at this time, you must consider:

- It is the Holiday Season;
- School is OUT;
- Very little activity is going on at the Club;
- Half the residents are away at family gatherings.

That, an **ACCURATE STUDY can only be made during the Spring, Summer and Fall Seasons**, at which time traffic intensifies exponentially due to:

- More Golf (400 Club Members + Guests);
- Tournaments;
- Social Events (weddings, etc.);
- School's OUT!
- (100+) Social Members using the Club's (summer) amenities (especially the pool).

Said study, at this point in time, would not only be flawed and distorted, but totally biased.

Furthermore, Unified Development Ordinance (S166.05 C.7.d) specifically speaks of “ ‘*dangerous*’ traffic conditions ... due to ... *high traffic volume, topography, or the nature of the traffic pattern*”. Therefore, it is incumbent upon you, legally and morally, to **weigh ALL the FACTS before passing such a disputed issue**.

We – **all hilltop residents** – **beseech** you to simply slow down the process until you can **further study ALL concerns**. Any of us would gladly be at your disposal to discuss our personal (20+ years) knowledge and experience regarding **unsafe** conditions and incidents we’ve (personally) witnessed and/or experienced upon ascending/descending 24th Street.

ALSO, we cordially to invite you to “ride-about” the roads, curves, blind spots, etc. Any one of us would be glad to “ride-about” with you.

OR, IF you would **table this matter** until at least the 2nd Council Meeting in January, 2017, it would give us an opportunity to set a meeting at the Fayetteville Country Club so that you could meet the majority of us hilltop residents and listen to (just a few) personal long-time residential experiences with the “concerned about curve” and Askew intersection. We would also extend an invitation to Dr. Hayes so that he too can better understand the matter from our **standpoint** vs his business **viewpoint**.

Thanking you in advance for your consideration in this matter and, looking forward to hearing from you, we remain,

Respectfully,

Marvin and Marie Mitchell
37 E. 29th Circle
Fayetteville, AR 72701
(479) 301-2059 – Home
(479) 582-0007 – Cell/Text

CityClerk

From: Alex Lasareff-Mironoff <alasare@uark.edu>
Sent: Monday, December 26, 2016 2:46 PM
To: Gray, Adella; Marsh, Sarah; Kinion, Mark; Petty, Matthew; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan; Mayor; CityClerk
Subject: Safety Concerns re Proposed Mountain Vista Subdivision Entry
Attachments: STOPPING SIGHT DISTANCE.pptx

Dear Council Members and Mayor Jordan --

Residents of the subdivisions that adjoin the Fayetteville Country Club have expressed a number of concerns to the Fayetteville Planning Commission, regarding the proposed Mountain Vista addition that would add approximately 50 residences to our area. Paramount among these concerns is the increased risk of traffic accidents, injuries and fatalities that is inherent in the design of the main access to Mountain Vista via Askew Drive where Askew intersects with 24th St./Country Club Drive . City planning staff maintains that there is adequate sight stopping distance for cars approaching Askew Drive from the crest of Country Club Drive at a speed of 25mph; but staff also admits that at 30mph, sight stopping distance does not meet code.

I have prepared a brief Powerpoint presentation which reports my own field measurements and conclusions regarding sight stopping distance for this short stretch of road. The "object" at 24" above grade that we used in these measurements is a yellow ribbon affixed to the Askew Drive Street sign. Please review the presentation, which we hope will be self-explanatory.

Alex & Hana Mironoff
159 W 29th Court
Fayetteville 72701

STOPPING SIGHT DISTANCE FOR ASKEW DR. ACCESS
TO MOUNTAIN VISTA SUBDIVISION (HEADING NORTH
ON COUNTRY CLUB DR) = MAJOR TRAFFIC HAZARD

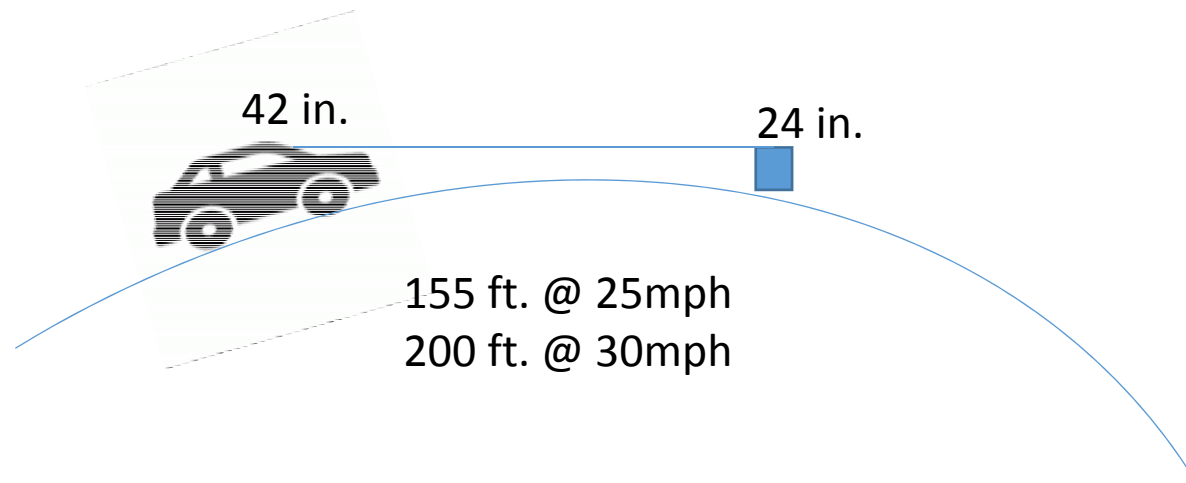
1. Approach on Country Club Dr. is a vertical crest curve of about 200 ft.
2. A driver cannot see over the crest until considerably closer to Askew than 200 ft.
3. Further, CC Dr. curves to the right behind the crest so drivers do not anticipate the Askew entry in their natural line of sight
4. In addition, a double dip downhill slope on CC Dr. precedes this crest, bottoming out just before 26th Cir., favoring unintentional acceleration above posted speed.



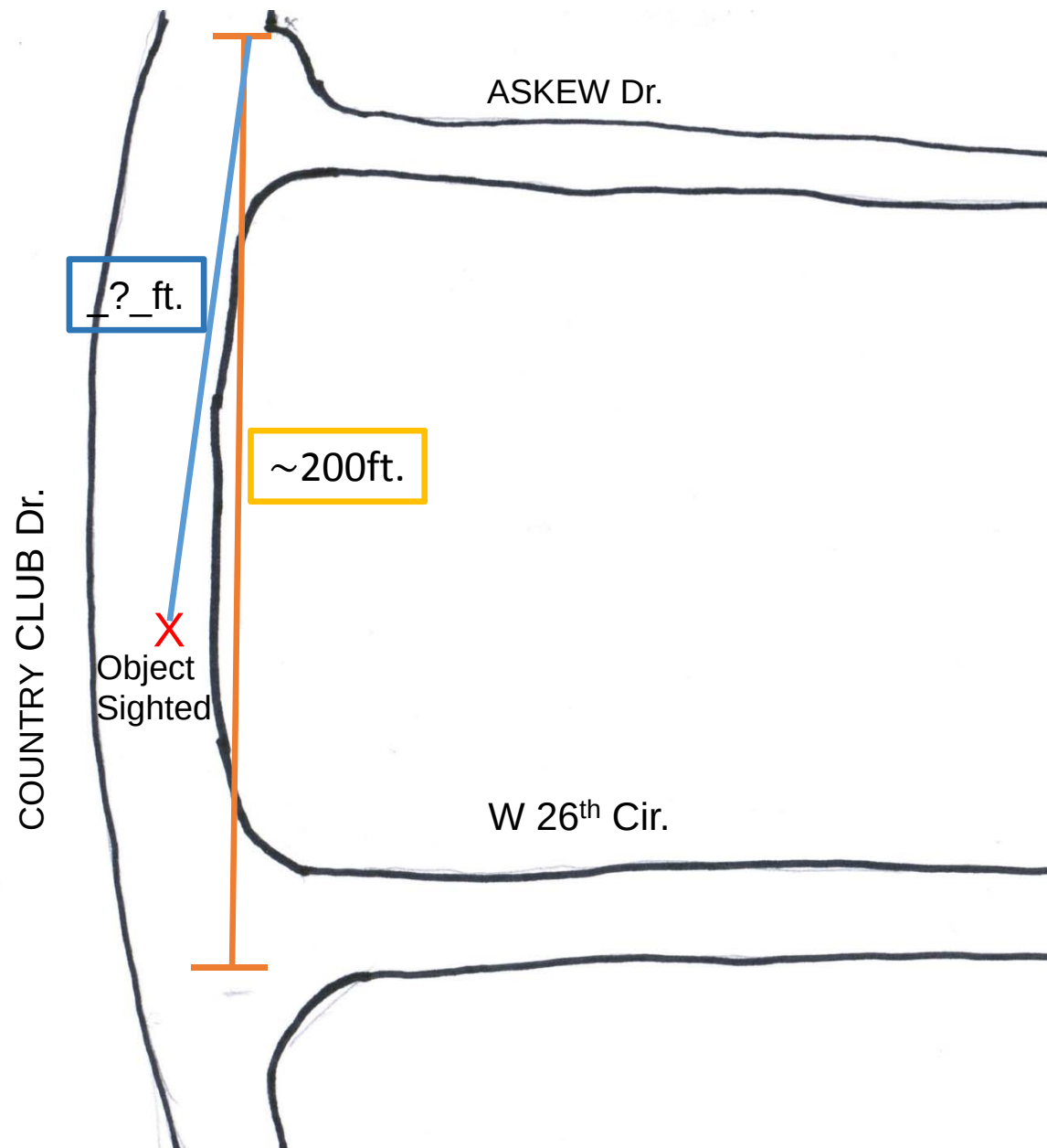
COUNTRY CLUB Dr. NORTHBOUND twd. W. 26th Cir.

STOPPING SIGHT DISTANCE ON VERTICAL CREST CURVES

(PER AASHTO STANDARDS)



Depending on steepness of grades, SSD can be as long as 173ft @ 25mph
Or 227ft @ 30mph



TEST with VIDEO CAMERA at DRIVER EYE LEVEL



COUNTRY CLUB Dr . NORTHBOUND at W 26th Cir.



APPROACHING ASKEW Dr. – OBJECT NOT VISIBLE



OBJECT at 24" VISIBLE TO DRIVER



FULL 24" HEIGHT VISIBLE



OBJECT BEING PASSED



0 seconds --
Object @ 24" above grade
first sighted



+1 second

+3 seconds
Passing object



TEST with VIDEO CAMERA at DRIVER EYE LEVEL

The distance between the point in the road at which the driver first spotted the object and the point at which the object was passed is unknown.

But the time to cover that distance was 3 seconds (per the video camera's timer).

The car was traveling at 25mph ($\pm 3\text{mph}$)

In 3 sec. @ 25mph a car covers 110.1 ft (36.67ft/sec)
At 28mph it would be 123.1 ft. (41.06ft/sec)

Even at 3.5 seconds, we're still still looking at <155 feet of STOPPING SIGHT DISTANCE!

SO THE QUESTION IS...

You can question these measurements, but the City's measurements are clearly questionable too.

Either way, the real question is: How close do you want to cut this?

How big a risk are you willing to take when it comes to Public Safety?

What's it worth to the City to prevent a strong likelihood of frequent accidents at this site?

Perhaps the Planning Commission's Six Goals should be expanded To include protecting the public from development that results in increased road hazards?

PROPOSED REMEDIES
In Descending Order of Desirability

1. Separate entry to Mountain Vista via 22nd Street
2. Move Mountain Vista entry to existing drive lower on Country Club Dr./24th Street
3. Add a merge lane for traffic exiting Askew Drive (doesn't address left-turning southbound traffic on CC Dr. which can not be readily seen within SSD by downhill northbound traffic).

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
December 20, 2016**

A meeting of the Fayetteville City Council was held on December 20, 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, Martin Schoppmeyer, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Absent: Alderman John La Tour

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Alderman Martin W. Schoppmeyer Jr. Recognition

Mayor Jordan presented a plaque to Martin W. Schoppmeyer Jr. for his years of service as a City Council member. Mayor Jordan stated that Alderman Schoppmeyer has always been thoughtful, courteous, treated others well, and has been wonderful to work with.

Alderman Schoppmeyer: Thank you to the citizens of Fayetteville for allowing me the opportunity to serve as an alderman in Ward 3. Thank you for being so professional and friendly to me during my time here. I am a better person having served.

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

Agenda Additions:

Alderman Tennant moved to add Seven Hills Mission to the agenda. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman La Tour was absent.

Seven Hills Mission: A resolution to express the City Council's support for the Seven Hills Mission to assist the Fayetteville homeless population and to request our citizens to honor this season of giving with a generous contribution to Seven Hills.

Mayor Jordan read the resolution.

Alderman Tennant gave a brief description of the resolution. He stated it was very important for the City of Fayetteville to show support for the Seven Hills Mission organization. He believes the acknowledgement of support by the city will help the shelter to fundraise and get partners from the community to help them.

Seven Hills Mission Representative: I am encouraged by the grant you offered us and the alignment between the city and Seven Hills to address this social issue. We appreciate the vote of confidence. The City of Fayetteville has been phenomenal.

Alderman Gray: This is one of the neatest things we have done. I am happy to be a part of it.

Alderman Long moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 7-0. Alderman La Tour was absent.

Resolution 236-16 as recorded in the office of the City Clerk

Alderman Long moved to add Repeal §97.083 and Amend §97.086 to the agenda as the last item of New Business. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman La Tour was absent.

City Attorney Kit Williams gave a brief description of the ordinance.

Repeal §97.083 and Amend §97.086: An ordinance to repeal §97.083 **Soliciting Alms** and to amend §97.086 **Vending and Peddling (A)** of the Fayetteville Code.

This item was moved to the last item of New Business

Consent:

There was a brief discussion about removing A.15 **PPL 16-5641 (SE of Persimmon & Broyles/Sloanbrooke Sd, Ph. II)** from consent for discussion.

Approval of the December 6, 2016 City Council Meeting Minutes.

Approved

Fayetteville Fire Department Donation Revenue: A resolution to approve a budget adjustment in the amount of \$100.00 representing donation revenue from Newk's Eatery to the Fayetteville Fire Department for the annual employee service awards event.

Resolution 219-16 as recorded in the office of the City Clerk

2016 Body Worn Camera Implementation Program Grant Award: A resolution to authorize acceptance of a 2016 Body-Worn Camera Pilot Implementation Program 50/50 matching grant award in the total amount of \$186,496.00, of which \$67,680.00 will be used by the Fayetteville Police Department, with \$73,696.00 to be disbursed to the City of Springdale and \$45,120.00 to Washington County, and to approve a budget adjustment.

Resolution 220-16 as recorded in the office of the City Clerk

2016 Internet Crimes Against Children (ICAC) Grant Award: A resolution to authorize acceptance of a non-matching grant from the Internet Crimes Against Children Task Force Program in the amount of \$10,000.00, and to approve a budget adjustment.

Resolution 221-16 as recorded in the office of the City Clerk

Federal and State Law Enforcement Forfeitures: A resolution to approve a budget adjustment in the total amount of \$63,682.00 recognizing revenue associated with federal and state law enforcement forfeitures.

Resolution 222-16 as recorded in the office of the City Clerk

2017 Jail Services Amended Interlocal Agreement: A resolution to approve the Eighth Amended Interlocal Agreement for Jail Services with Washington County, Arkansas increasing the booking fee from \$60.00 to \$62.00 per prisoner in 2017.

Resolution 223-16 as recorded in the office of the City Clerk

Fayetteville Police Department Donation Revenue: A resolution to approve a budget adjustment in the total amount of \$2,515.00 recognizing donation revenue to the Fayetteville Police Department in support of officer recognition.

Resolution 224-16 as recorded in the office of the City Clerk

Designation of Collector of Fines Assessed in the Washington County District Court: A resolution to designate the Washington County District Court, Fayetteville Department Clerk to be primarily responsible for the collection of fines assessed in this court.

Resolution 225-16 as recorded in the office of the City Clerk

Bid 16-50 Pianalto Construction: A resolution to award Bid No. 16-50 and authorize a contract with Pianalto Construction, Inc. of Tontitown, Arkansas in the amount of \$156,937.00 for construction of the Transportation Salt Storage Facility, and to approve a project contingency in the amount of \$30,000.00.

Resolution 226-16 as recorded in the office of the City Clerk

Animal Services Donation Revenue: A resolution to approve a budget adjustment in the amount of \$27,167.00 representing donation revenue to Animal Services from April through October 2016.

Resolution 227-16 as recorded in the office of the City Clerk

Hogwash Carwash, LLC: A resolution to approve a 50/50 cost share agreement with Hogwash Carwash, LLC for construction of a sewer main along a portion of East Huntsville Road between South Erika Avenue and South Seven Hills Drive at a total cost of \$8,232.00.

Resolution 228-16 as recorded in the office of the City Clerk

Mitchell, Williams, Selig, Gates & Woodyard, PLLC Amendment No. 5: A resolution to approve Amendment No. 5 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$20,000.00 for additional legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission, and to approve a budget adjustment.

Resolution 229-16 as recorded in the office of the City Clerk

City Hall Audio-Visual Renovation: A resolution to approve a budget adjustment in the amount of \$5,921.00 consolidating three project accounts related to the City Hall Audio-Visual Renovation Project and to approve a change order for accounting purposes.

Resolution 230-16 as recorded in the office of the City Clerk

Bid No. 16-63 T-N-T, Inc.: A resolution to award Bid No. 16-63 and authorize a contract with T-N-T, Inc. of Van Buren, Arkansas in the amount of \$97,560.00 for construction of an access drive, curb and gutter, and parking improvements at Wilson Park, and to approve a project contingency in the amount of \$9,756.00.

Resolution 231-16 as recorded in the office of the City Clerk

PPL 16-5641 (SE of Persimmon & Broyles/Sloanbrooke SD, PH. II): A resolution to approve a Master Street Plan amendment to remove a portion of an unnamed, unbuilt proposed collector street from Persimmon Avenue to Holland Drive.

Removed from Consent for discussion.

Compensation for Elected Officials: A resolution to allow the City Attorney as all other city employees who have attained their top salary range to receive a one-time service award.

Resolution 233-16 as recorded in the office of the City Clerk

Alderman Marsh moved to accept the Consent Agenda with A.15 PPL 16-5641 (SE of Persimmon & Broyles/Sloanbrooke Sd, Ph. II) being removed from consent for discussion. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman La Tour was absent.

PPL 16-5641 (SE of Persimmon & Broyles/Sloanbrooke SD, PH. II): A resolution to approve a Master Street Plan amendment to remove a portion of an unnamed, unbuilt proposed collector street from Persimmon Avenue to Holland Drive.

City Attorney Kit Williams: It was brought to my attention that it doesn't go all the way down to Holland Drive. It goes approximately one-half mile. We need a motion to amend this to the resolution I sent you on December 15, 2016.

Alderman Gray moved to amend the resolution recognizing it does not go all the way down to Holland Drive. It goes approximately one-half mile. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman La Tour was absent.

Jeremy Pate, Director of Development Services gave a brief description of the resolution. He stated staff is recommending approval as did the Planning Commission.

Alderman Gray moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 7-0. Alderman La Tour was absent.

Resolution 232-16 as recorded in the office of the City Clerk

Unfinished Business:

Appeal of LSD 16-5488 The Macey Drive Townhomes: A resolution to grant the appeal of Tim Brisiel of Legacy Ventures and to approve Large Scale Development 16-5488 Macey Drive Townhomes. *At the October 18, 2016 City Council meeting this resolution was tabled to November 1, 2016. At the November 1, 2016 City Council meeting this resolution was tabled to November 15, 2016. At the November 15, 2016 City Council meeting this resolution was tabled to December 6, 2016. At the December 6, 2016 City Council meeting this resolution was tabled to December 20, 2016.*

Jeremy Pate, Director of Development Services gave a brief description of the resolution. He stated staff is recommending approval.

Tim Brisiel, Developer: We have had emergency responders and staff out there. Everybody agrees there is no issue with this particular development and recommends it for approval. This is my position as well.

Alderman Long: Out of all the developments that have gone through in Ward 4 and developers I've worked with, you have been so responsive and made yourself available.

Alderman Petty: If the Council votes to grant the appeal tonight, will all the Conditions of Approval that staff recommended be in effect?

Jeremy Pate: They would. This is an appeal of the Planning Commission's decision. Our recommendations would be with the Conditions of Approval that is included in our staff report. There has been discussion in previous meetings about reducing the number of units. That is not included in this particular action, currently. It has not been formerly offered by the developer. If it is still on the table it would need to be added as an amended additional Conditions of Approval.

City Attorney Kit Williams: The resolution ends with approval is subject to Conditions of Approval recommended by the Planning Department.

Alderman Petty: Refresh our memory on what you offered last meeting in terms of reducing the numbers of units.

Tim Brisiel: We reduced it from 58 units down to 44.

City Attorney Kit Williams: Do you accept that as a Condition of Approval if this is approved tonight?

Tim Brisiel nodded in agreement.

City Attorney Kit Williams: You might want to amend the resolution to reflect the requirement not to build in excess of 44 units.

Robin Byers, 1879 Pine Valley Drive voiced her concerns about the safety of children playing in the neighborhood due to traffic.

Mike Emery, Ward 4 voiced his concerns about having one way in and one way out, on-street parking, and traffic.

Mayor Jordan: Chief Dayringer, I know you all looked at this. Do you see any issues with getting an emergency vehicle in and out of there?

Chief David Dayringer, Fire Department: There are no code issues with the development. The Fire Marshal assured me the streets were wide enough for us to get in and out. They are mostly 30 feet wide which is wider than a lot of other places in the city. We are comfortable we can get around in that development.

Alderman Long: There are a lot of different turning radiuses and cars parked on the streets close to those turning radiuses. Do you think an engine could get through there with cars parked on both sides?

Chief David Dayringer: If there was a problem with it, the Fire Marshal would have told me about it. There may be a problem here or there with the turning radius, but nothing we couldn't overcome.

Alderman Long moved to amend the resolution to include the requirement not to build in excess of 44 units. Alderman Marsh seconded the motion. Upon roll call the resolution passed 7-0. Alderman La Tour was absent.

Todd Walters, Ward 4 spoke about traffic concerns in the neighborhood.

Mayor Jordan: Did staff go out during the evening hours and look at the area?

Chief David Dayringer: The Fire Marshal went out at 5:45 p.m. and stayed until 6:30 p.m. measuring the streets.

Alderman Long: One way in and one way out of a neighborhood this size does not work at this time. If after the connection of Mount Comfort is made, I would be happy to vote for it at that time. I can't vote for it tonight because of the safety issues.

Alderman Petty: There hasn't been any significant accidents reported in the neighborhood since it has been built. The data supports the notion that the streets are very safe for traffic. The developer has been magnanimous with his application, particularly with the reduction and agreeing to all the conditions staff has put forward.

Alderman Marsh moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed 5-2. Alderman Tennant, Schoppmeyer, Gray, Marsh, and Petty voting yes. Alderman Long and Kinion voting no. Alderman La Tour was absent.

Resolution 234-16 as recorded in the office of the City Clerk

Amend §33.350 Purpose and Establishment and §33.351 Composition: An ordinance to amend §33.350 **Purpose and Establishment** and §33.351 **Composition** of Article XXIII **Active Transportation Advisory Committee** of the Fayetteville City Code to expand the scope of the committee's duties, to recommend that the City Council appointee should also serve on the Transportation Committee, and to establish a time for the election of the committee chair. *At the December 6, 2016 City Council meeting this ordinance was left on the Second Reading. At the November 15, 2016 City Council meeting this ordinance was left on the First Reading.*

Alderman Marsh requested to make an amendment. She stated an opportunity to improve the language was discussed during a committee meeting. She read the amendment.

Alderman Marsh moved to amend a section to read, “Major sidewalk projects, trails and the active transportation component of the projects where major changes to existing street cross sections are planned. The review will be at the preliminary stage and will include typical cross sections and preliminary horizontal and vertical alignments.” **Alderman Tennant** seconded the motion. Upon roll call the motion to amend passed 7-0. **Alderman La Tour** was absent.

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

City Attorney Kit Williams read the ordinance.

Alderman Marsh: The Active Transportation Advisory Committee is comprised of a group with a lot of expertise. They are frequent trail and sidewalk users. We have noticed that in trying to fulfill the committees’ duties, we have not been as effective as we could be if we were to see projects earlier in the design process. We have been seeing a lot of projects that are pretty far along. In order to make changes it would be costly and eat up a lot of staff time. We want to see the projects earlier on and have the opportunity to give constructive feedback before there is a lot of design time spent on the project. This will yield a much better output for the city as a whole.

Alderman Petty: Could you please be more specific about the projects that have generated this ordinance.

Alderman Marsh: We just saw the new bike lanes added to Sunbridge and that was when it was about ready to be painted. There was the climbing lane added on Cleveland and it was shown to us right before it was to be paved. There was sidewalk improvements planned for North College and the ones where they went to South School. We want to have the opportunity to give feedback earlier on to make it a more successful project.

Alderman Kinion: When we have had this discussion at the Nominating Committee with people who have reapplied to be back on the committee. They feel like they have an opportunity to be a voice, but don’t have the opportunity to study the issues in a timely manner. Since we take our advisory committees seriously, we want everyone to feel like their participation in an advisory committee is valuable. They feel like they are rushing through things. I am supportive of this.

Alderman Long: In Section 2 (A) it says, “One (1) voting members of the committee shall be a member of the City Council. It is recommended that this person also serve on the Transportation Committee.” This gets into a little bit of how the Mayor does his appointments. I would like for this ordinance to be considered for its own merits and not interfere in anyway with how the Mayor makes his committee appointments. I would like to see the last sentence removed from the ordinance.

Alderman Marsh: We included that as a recommendation. We feel we are lacking the continuity between the Active Transportation Committee and the regular Transportation Committee. As a consequence there is a breakdown in communication. We feel we are getting behind on projects

because we are not seeing everything that comes through. If there was a liaison between the committees we would be more effective.

Alderman Long: When the City Council officially recommends something, generally the administration follows that recommendation when it's in a resolution. I want to amend to remove the last sentence and be supportive of the ordinance if the amendment passes.

Mayor Jordan: Right now we are in the process of putting our committees together. I make the appointments on those committees. The Council always sets up the committees and I go along with the way you all want to set up your committees, then I appoint accordingly. I try to create a balance of four.

Don Marr, Chief of Staff: Your other rules set your committees for Transportation Committee. Someone would have to serve a dual role if you did the recommendation. It wouldn't be a fifth member on Transportation Committee because it is set by ordinance. One of the appointed four would be appointed to the Active Transportation Committee as its member, rather than today, it is a fifth member.

Mayor Jordan restated the options.

Alderman Marsh: The committee understands there may need to be some shuffling. Our intent was to have someone advocating for Active Transportation concerns on the Transportation Committee. We don't have two transportation systems. We need the committees talking to each other, not operating in separate bubbles. There has been a lack of good communication flow.

Alderman Long: Do we have the same staff members on the Active Transportation Committee as the Transportation Committee?

Chris Brown, City Engineer: It is essentially the same staff members. I do attend at times. Matt Mihalevich is the actual staff member and Terry Gulley usually is there as well. The way the ordinance is set up is the recommendations flow from the Active Transportation Committee to the Transportation Committee. Staff would take what those recommendations are and put them on the agenda for the Transportation Committee and present those. It would flow okay from a staff level, but there's the question about the Council liaison.

Alderman Kinion: We are making it more complicated. If we are going to ask citizens, which many of them have expertise and experience to bring advice in an Advisory Committee, it gives them more of an opportunity to be active in the development of our city. Transportation is the most vital mover of interest in economic, residential, and business development. This seems to make a connection we currently don't have. If we are going to ask someone to give their valuable time to be on an advisory committee, then we need to be sure they have the correct communication channels to be heard in a timely manner. It is a valuable step in this important committee. I am supportive of the way it is written by Alderwoman Marsh.

Don Marr, Chief of Staff gave a brief overview of the committees and their responsibilities. He stated he doesn't see a problem changing it or keeping it the same because it is Council's

committees. He stated we are committing to start earlier and have it be an input point in terms of an advisory aspect, as opposed to the final plan review. He stated the City Council gets it from a final plan review. He wants to make sure the scope is clear and that it remains advisory because the only people elected to be approvers are City Council members. He stated a commitment of getting items earlier to the committee for review.

Alderman Gray: All of our committees are open. We have lots of folks who attend the Transportation Committee. Rather than come forward with a complete new ordinance, the Active Transportation Advisory Committee group could decide to have someone attend the Transportation Committee meetings. This will allow them to know what is happening. If the Advisory Committee had been attending, they would recognize that many of the things they want are things we have fought for.

Alderman Marsh: Every one of us are on a great number of committees already. The idea we are going to go to yet an extra committee when we are already working a considerable amount of hours at this job and have other jobs is asking a bit much. The few times I have attended the Transportation Committee we get seated with the public and not at the table. We are allowed to make one comment just like the public. There isn't a real opportunity to interact and engage.

Alderman Gray: I was misunderstood. I meant anyone of the commission members could attend the Transportation Committee, not necessarily a Council member. They could take the information back to the Active Transportation Advisory Committee.

Alderman Long moved to amend Section 2 (A) to delete the last sentence, "It is recommended that this person also serve on the Transportation Committee." Alderman Petty seconded the motion. Upon roll call the motion to amend passed 5-2. Alderman Tennant, Schoppmeyer, Long, Gray, and Petty voting yes. Alderman Marsh and Kinion voting no. Alderman La Tour was absent.

Alderman Petty: Would this require preliminary review by the committee for all sidewalk projects and on-street bicycle facilities?

Alderman Marsh: Yes, all major sidewalk projects, trails, and active transportation components.

Alderman Petty: What does major mean?

Alderman Marsh: We did not want to set a threshold. When talking with staff it was things we are planning in advance and they are going to be spending design time on. Not standard things where they are going to refer to your standard street section.

Matt Mihalevich, Trails Coordinator: A lot of our projects that we do in house aren't going to have design plans that we would be able to present. We didn't want to have to go through those steps of coming up with those plans to show smaller sidewalk replacements and things like that. It would have a design plan that we would have to show.

Alderman Petty: How often does the Active Transportation Advisory Committee meet?

Alderman Marsh: Monthly. We were meeting every other month, but we had so much business and our meetings were running three or four hours.

Alderman Petty: Matt Mihalevich's answer addressed a little bit of my concern, but not all the way. I have procedural concerns about how this might slow down projects. The Transportation Committee and Planning Commission have experienced the same frustrations about certain major projects as the Active Transportation Advisory Committee has. The administration has heard us and is taking steps to address that actively. At the Transportation Committee is where the decisions get made because we are the elected representatives and tasked with doing that. Most of our meetings are poorly attended. Most of the business we are dealing with is highly technical and contractual. The Transportation Committee has done a very good job of pushing boundaries and comfort levels in trying to change the standards that we have. I am optimistic as we move forward in time it will result in better projects. Our citizen committees should be free to discuss things sometimes without influence from staff or aldermen that are on the committee. There might be a better way procedurally to accomplish what is being sought. Does staff have clarity on this?

Chris Brown, City Engineer: We modeled this ordinance after some of the language in the Transportation Committee ordinance. One of the things that got taken out was at the discretion of the administration. There are times when we feel we need to bring things to the Transportation Committee. We use our discretion. The responsibility on detailed designs is the staff and administration and not on the City Council. You are the policy body. Sometimes we do need guidance for things. We make those decisions as to when we need guidance from the committee or from the public to discuss these types of things. The Transportation Committee has been used as a sounding board in a public forum. The Active Transportation Committee could be similar to that for more different types of projects such as sidewalks and trails. There are people on the Active Transportation Committee who have a passion and knowledge for these types of projects and can be beneficial in some cases. There could be situations where we have to back up a month and it takes us another month to get through a process. That is a concern from a staff standpoint in making sure projects are moving forward in a timely manner. Discretion of the administration is really something to be considered.

Don Marr gave a brief discussion about the sidewalk plan working the way it should have in getting information earlier to the Active Transporting Committee. He stated as staff members it our job to manage and make sure it doesn't get captive in an advisory committee.

Alderman Marsh: If you walk or ride your bike around our town you realize the state of our active transportation infrastructure is nowhere near where it needs to be. It is dangerous in some places. Our 2030 City Plan goal that we will grow a livable transportation network is a high priority for our citizens. Our committee thinks this is one way that cost our city absolutely nothing and we can try to improve our internal processes so we deliver a better result to our citizens. This current administration has been very cooperative with our needs, but future administrations may not be the same. If we are going to be making any major improvements, we have good communication with the staff to tell us what is major and what is not. We don't want to hold up the process. We want to improve the process.

Alderman Kinion: This is not an attempt to hijack anything that is done by the Transportation Committee. This is to give an opportunity for better communication to an advisory committee. They have expertise and there is no reason we should not validate that individual to show them respect for what they bring to the Active Transportation Committee. This is a recognition of a need in this specific committee because it is such an important part of the growth of our city as we move forward.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance failed 4-3. Alderman Long, Marsh, Kinion, and Petty voting yes. Alderman Tennant, Schoppmeyer, and Gray voting no. Alderman La Tour was absent.

This ordinance failed.

VAC 16-5582 (41 E. North St./Andona Properties): An ordinance to approve VAC 16-5582 submitted by Andrea Fournet to vacate the unbuilt Pike Street right-of-way between Highland and Pollard Avenue. *At the December 6, 2016 City Council meeting this ordinance was left on First Reading.*

Alderman Petty 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 La Tour was absent.

City Attorney Kit Williams read the ordinance.

Andrea Fournet, 1214 North Shady Lane gave a brief description of the ordinance.

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

Ordinance 5935 as Recorded in the office of the City Clerk

New Business:

RFP No. 16-08 ACS Playground Adventures, Inc.: A resolution to award RFP No. 16-08 and authorize a contract with ACS Playground Adventures, Inc. in the amount of \$506,500.00 for the demolition and removal of old playground equipment and installation of new playground equipment, including the David Lyle Bayyari Music Playground, at Wilson Park, and to approve a project contingency in the amount of \$50,650.00.

Ken Eastin, Park Planner gave a brief description of the resolution.

Alderman Petty: It looks great and I can't wait see it happen.

Mayor Jordan: Alderman La Tour pulled this from consent and he is not here. Do you all want to wait for him to be here?

Alderman Long: I sat on the selection committee and it had a very thorough review.

Alderman Long moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 7-0. Alderman La Tour was absent.

Resolution 235-16 as recorded in the office of the City Clerk

The Belford Group: An ordinance to waive the requirements of formal competitive bidding and approve a one (1) year contract with the Belford Group with an option to renew for up to four (4) additional one (1) year terms to provide online recreation program registration and pavilion reservations to residents and visitors at no cost to the city.

City Attorney Kit Williams read the ordinance.

John Crow, Recreation Superintendent stated he was available to answer any questions.

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

City Attorney Kit Williams read the ordinance.

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 La Tour 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 La Tour was absent.

Ordinance 5936 as Recorded in the office of the City Clerk

Stormwater Education Agreement: An ordinance to waive the requirements of formal competitive bidding through 2019 and approve a one-year contract with the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a Stormwater Education Program for 2017.

City Attorney Kit Williams read the ordinance.

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

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Kinion: From the Water & Sewer Committee standpoint it has always been a good relationship. It is necessary for us to remain active in this partnership in order to be approved by ADEQ and EPA. The committee supports this.

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

Ordinance 5937 as Recorded in the office of the City Clerk

Amend §39.10 Water and Wastewater Damage Claims: An ordinance to amend §39.10 **Water and Wastewater Damage Claims** by enacting a new subsection (4) to (b) *Requirements for Property Damage Claims to be Eligible for Compensation*.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams gave a brief description of the ordinance.

Alderman Petty: Can you imagine a circumstance where it may be reasonable and fair to award damages greater than \$20,000?

City Attorney Kit Williams: That provision is already in the code by a super majority. You can actually go higher than that. I don't remember ever going above \$20,000.

Damage Claim Applicant stated it was his law firm building that had the leak. He appreciated Kit doing the legal work. He stated he hopes the city will adopt the ordinance. He went on to describe the water leak.

Alderman Gray 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 La Tour** was absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray 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 La Tour was absent.

City Attorney Kit Williams read the ordinance.

Don Marr: For the public watching this and for the record, this is only for the Water and Wastewater claims. It is not for all other claims.

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

Ordinance 5938 as Recorded in the office of the City Clerk

Standing or Walking on a State or Federal Highway Prohibited: An ordinance to repeal §74.04 Hitchhiking Prohibited and enacting a new §74.04 **Standing or Walking on a State or Federal Highway Prohibited** and to amend §74.05 of the Fayetteville Code to clarify permit requirements for organizations and individuals who wish to walk or stand within a principal arterial roadway.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams gave a brief description of the ordinance. He made a suggestion to make one change on Exhibit A. He stated he originally had an individual's insurance be at \$50,000. He requested for it to be amended to \$500 to make it be more feasible.

Alderman Marsh moved to amend an individual's insurance be \$500. Alderman Petty seconded the motion. Upon roll call the motion to amend passed 6-1. Alderman Tennant, Schoppmeyer, Gray, Marsh, Kinion, and Petty voting yes. Alderman Long voting no. Alderman La Tour was absent.

Angela Belefond, Citizen: If I violate this ordinance and get arrested for panhandling, what is the charge and punishment for the crime? When you become homeless and you are in the judicial system you have a lot harder time getting back into employment. I know we are trying to keep people safe, but this could create barriers for people to be homed or employed again.

City Attorney Kit Williams: It is neither a misdemeanor nor a felony. It is a violation of a city ordinance. No imprisonment possible. I don't think the state keeps any records of violations because they are only violations of city ordinances. It is not for panhandling. It is for getting into the street when you shouldn't be. If they are charged with a state crime that could be a misdemeanor and could go on their record.

Angela Belefond: What's the fine for a violation of the city ordinance?

City Attorney Kit Williams: It is the standard fine we have for any ordinance violation, which is up to \$500.

Alderman Marsh: The last speaker raised some interesting points. I would like to hold it here unless this is a time sensitive issue.

City Attorney Kit Williams: It would be an issue. I have learned our ordinances are being looked at. Suits are being prepared against us for trying to restrict somebody's freedom of speech by restricting their right to solicit. I would like for this to be passed tonight as a little bit of armor for us and keep us from getting sued. If there are changes you would like to propose for the future that don't involve freedom of speech issues, then I would be willing to entertain them. I would like for this one and the one that has been walked on be passed tonight so we don't face litigation before our next City Council meeting.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Marsh: How does this affect protestors who want to gather and maybe shut down traffic as part of their political speech?

City Attorney Kit Williams: This ordinance wouldn't have a true effect on them. There are already other ordinances about streets. Normally you can obtain a special event permit to do that. Streets are somewhat of a public forum, but not a total public forum where you can take them over anytime you want and block traffic.

Alderman Petty: I hope we will continue to be lenient with people crossing roadways. There may not be a crosswalk for an extended length on the roadway.

City Attorney Kit Williams: There is a state jaywalking statute that the police don't go out of their way to enforce, unless it is an unsafe situation.

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

Ordinance 5939 as Recorded in the office of the City Clerk

Repeal §97.083 and Amend §97.086: An ordinance to repeal §97.083 **Soliciting Alms** and to amend §97.086 **Vending and Peddling** (A) of the Fayetteville Code.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams gave a brief description of the ordinance.

Alderman Petty: Will this in anyway affect our concession or food truck permits?

City Attorney Kit Williams: No, it should not affect that.

Alderman Marsh: How will this affect people who are using Craig's List and they don't want to draw strangers to their home to complete a transaction? Instead, they may opt to meet at a public place, such as the city parks.

City Attorney Kit Williams: It is banned right now. If this would ban it, I guarantee you it's already banned. This really limits what we are prohibiting people from doing in the parks. An argument could be made that the sale was already made over the internet and they were just exchanging. I don't think that would be a problem.

Don Marr: The Police Department has a Craig's List exchange site. It is available by our police station in a filmed area.

City Attorney Kit Williams: It is the safer place to go.

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

City Attorney Kit Williams read the ordinance.

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

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

Ordinance 5940 as Recorded in the office of the City Clerk

Mayor Jordan: If the winning party on a Council vote decides to reconsider a vote, how long do they have to do that?

City Attorney Kit Williams: They can consider it either during the meeting on which the vote occurred or the next meeting before it is adjourned.

Mayor Jordan: I'm probably going to reconsider the Active Transportation vote.

City Attorney Kit Williams: This is an unusual situation because the Mayor chose not to vote. Someone might ask if he is really on the prevailing side and in my opinion, yes he is. If he had chosen to vote and vote yes, it would have passed. He chose as the prevailing side, no. Even though I have never seen that before, I do believe he has the right.

Alderman Long: As a point of order, we should be careful about this moving forward. I disagree with our City Attorney that if someone doesn't vote, I think that is more of an abstention. Per memos received from the City Attorney, someone who abstains can't make a motion to reconsider. I caution us against doing that.

Mayor Jordan: If I decide to sponsor an ordinance and bring it back, can I do that?

City Attorney Kit Williams: You certainly can. I think you can do a motion to reconsider. You did not really abstain. An abstention is just not voting, it is saying I have a conflict of interest. In this particular case the Mayor stated he was not going to vote. It is clear he was with the prevailing side and as a member of the prevailing side could bring it back in a motion to reconsider or you can bring back a new ordinance.

Mayor Jordan: I will bring back something in two weeks.

Announcements:

Jeremy Pate, Director of Development Services stated city offices will be closed on Friday, December 23, 2016 and Monday, December 26, 2016 to observe Christmas Eve and Christmas Day. The Animal Shelter will also be closed on those days to the public. Emergency calls can still come into dispatch. A brief schedule of Trash and Recycling Services was discussed. He thanked Alderman Schoppmeyer for his service to City Council.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 7:50 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

*New Ordinance
Handed out at Agenda Session 12-27-16*

ORDINANCE NO. _____

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 A PORTION OF NORTH CHURCH AVENUE BETWEEN WEST SPRING STREET AND WEST DICKSON STREET WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$103,665.15, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$20,733.03

WHEREAS, Mark Zweig, Inc. will be developing property located at 218 North Church Avenue, a project which has been approved by the City's Planning Division; 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 current water piping; and

WHEREAS, increasing the size of this approximately 625-foot segment from a 4-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 will replace and upgrade aged infrastructure in the core of the city, providing improved service and fire protection for residents and business in the area, and will facilitate future development; 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"; and

WHEREAS, waiving formal competitive bidding 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.

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 North Church Avenue between West Spring Street and West Dickson Street with the estimated amount to be paid by the City of Fayetteville not to exceed \$103,665.15, and further approves a project contingency in the amount of \$20,733.03.



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
Andrew Garner, Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **December 30, 2016**

RE: **Appeal of Planning Commission Approval of the Preliminary Plat of Mountain Vista Subdivision**

ROLE AND POWER OF CITY COUNCIL IN APPEAL

On a split vote, the Planning Commission approved the Preliminary Plat of the Mountain Vista Subdivision as recommended by the Planning Department. This has been appealed on the same ground as the Park Meadows Preliminary Plat (16-5642): an allegation that "the proposed development would create or compound a dangerous traffic condition." § 166.02 (C)(2)(a)(iv) of the Unified Development Code. **This is the only issue the City Council may consider in this appeal.**

The Unified Development Code further defines what a "dangerous traffic condition" means.

"(A) dangerous traffic condition shall be construed to mean a traffic condition in which **the risk of accidents involving motor vehicles is significant** due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern." *Id.*

For purposes of an appeal of a Preliminary Plat, the City Council must consider the issue on the same basis as the Planning Commission has done. The City Council must follow the requirements of the Unified Development Code and has no discretion to apply factors or concerns (such as neighborhood opposition) not contained within § 166.02 (C)(2)(a) *Reasons for denial* that you have enacted as the governing law for Preliminary Plat approval or rejection.

That is why I have explained to every member of the City Council during their orientation (and in numerous memos thereafter) that considerations such as neighborhood opposition, density, desirable land usage, potential traffic congestion, etc. must be addressed and decided when the land is zoned or rezoned. **The City Council has great discretion in zoning decisions, but almost none in the development approval** of a Large Scale Development or Preliminary Plat. Your determination that a dangerous traffic condition has been created sufficient to deny approval of a preliminary plat must be based on facts and the advice and opinions of experts (generally engineers applying scientific based studies).

ANALYSIS OF INTERSECTION SAFETY

After careful study Fayetteville's Engineering Division determined that if motorists driving down 24th Street obeyed the posted 25 mph speed limit, there would be adequate sight and stopping distance for motorists entering or leaving Askew Drive at its intersection with 24th Street. Objecting neighbors correctly pointed out (confirmed by a later study by City staff) that many drivers exceeded the posted speed limit such that there would not be an adequate sight and stopping distance for these speeders driving down hill on 24th Street. Traffic safety is a high concern of the City of Fayetteville.

However, rejection of a preliminary plat which complies with all of our Unified Development Code's minimum standards and which would not create or compound a dangerous traffic condition unless drivers visiting or living in the uphill neighborhoods or, working at or using the Fayetteville Country Club disobeyed the posted speed limit seems like a legally dangerous decision. If the City would be sued by the owner/developer, would the Judge agree that even though the developer met all the minimum development standards, his subdivision could be rejected because non Mountain Vista drivers using 24th Street might disobey the speed limit and thereby cause wrecks? I am concerned this might not be a winning argument and therefore, the City of Fayetteville taxpayers could be required to pay substantial damages.

My legal memos on approval/rejection criteria for preliminary plats by the City Council have remained unchanged for at least 14 years. The key requirement that you must keep in mind is this rule decreed by the Arkansas Supreme Court:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards."

Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988) (emphasis added).

OWNER'S RIGHT TO ACCESS CITY STREET

So is there any danger to our taxpayers if the City Council denies the Mountain Vista Preliminary Plat because speeders would cause a dangerous traffic condition at the intersection of 24th Street and Askew Drive? Unfortunately, the answer is "Yes."

For a decade, I have repeatedly informed the City Council that the Arkansas Supreme Court has long held:

"The owner of property abutting upon a street has an easement in such street for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself. *Flake v. Thompson*, 249 Ark. 713, 460 S.W. 2d 789, 795 (1970).

In that case, the City of Little Rock had passed an ordinance that would have denied access to University Avenue to the property owner and argued that it could do so because the property owner had access to another city street. The Arkansas Supreme Court held "that the ordinance constituted an unwarranted invasion of private rights and was discriminatory and oppressive, and thus it is unreasonable and arbitrary." *Id.* at 796.

"The property right of ingress and egress of appellants in the easement was one that could not be taken from them by the city, at least without the payment of just compensation." *Id.* (emphasis added).

85 years ago the Arkansas Supreme Court held that:

“Under our decisions, the owner of property abutting upon a street or highway has an easement in such street or highway for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself; and any subsequent act, by which that easement is substantially impaired for the benefit of the public, **is a damage to the lot itself within the meaning of the constitutional provision for which the owner is entitled to compensation.**” *Campbell v. Arkansas State Highway Commission*, 183 Ark. 780, 38 S.W. 2d 753, 753-754 (1931) (emphasis added).

Even though the Mountain Vista Subdivision will have a second access to College Avenue at the rear of its subdivision, its property right to the access onto 24th street is not diminished.

“We have held that the owner of property abutting upon a street has an easement in such street for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself. *Flake v. Thompson, Inc.*, 249 Ark. 713, 460 S.W. 2d 789 (1970). We have also noted that **this property right is not diminished merely because the property owner has alternative means of ingress and egress.** *Wright v. City of Monticello*, 345 Ark. 420, 47 S.W. 3d 851, 857 (2001) (emphasis added).

SUBSTANTIAL DAMAGES POSSIBLE

If the City Council denies the Mountain Vista Subdivision by denying it an access to 24th Street because of a dangerous traffic condition, what type of civil liability could our citizens face? Unfortunately, the answer is exceedingly large.

The developer/owner could argue that denial of enlarging its existing access onto 24th Street to be able to serve its 50 acre subdivision constitutes an **inverse condemnation of this entire 50 acre parcel** and its development financial potential. This could run into a claim for millions of dollars in lost potential income which our taxpayers could be forced to pay. These damages could be similar to the millions our taxpayers had to pay in the early 90's for mistakes made by the Fayetteville Board of Directors which led to their entire ouster by a change of government to Mayor/City Council.

CONCLUSION

Therefore, I recommend that the City Council find some way to approve this Preliminary Plat and allow some access to 24th Street so as not to unconstitutionally take the landowner's access rights. The City can place reasonable conditions or limitations upon such access to 24th Street. Planning and Engineering have continued to assess possible remedial measures to make this intersection safer. I urge you to consider these so that hopefully the City can arrive at a fair and good agreement with the developer to improve the safety of this intersection.

If no agreement is possible at your initial meeting, please do not grant the appeal and deny the Preliminary Plat, but table it and give City staff and the developer more time to work out an agreed plan.

CityClerk

From: Amanda Northfell <aanthony89@gmail.com>
Sent: Monday, January 02, 2017 10:19 PM
To: La Tour, John; Long, Alan; Gray, Adella; Marsh, Sarah; Petty, Matthew; Kinion, Mark; Tennant, Justin; Bunch, Sarah; Mayor; CityClerk; Planning
Subject: Proposed Mountain Vista Subdivision
Categories: Forwarded

Good evening,

Erik Northfell and I have been residents of the Fayetteville Country Club neighborhood for a little over a year. Having freshly exited the market, we deeply see the need for more housing in Fayetteville and are excited to hear that more people will get to enjoy living in the hilltop community. While I am glad to see that the neighborhood will be expanding, I am fearful that the long-term functionality of the subdivision will be sacrificed for the sake of quickly trying to fill a void.

Therefore, I cannot support the development of the proposed Mountain Vista Subdivision without an additional access road. While Askew Private Drive may meet the city's minimum requirement concerning line of sight when traveling at 25 MPH, 24th Street remains a hazard on rainy days and snowy days. Having slid a few times traveling up 24th Street, I know to take the incline slowly. Even so, I still find myself swerving even at a speed of 25 MPH. It seems irresponsible to put all our faith and weight on a single access road that already inadequately serves its current residents.

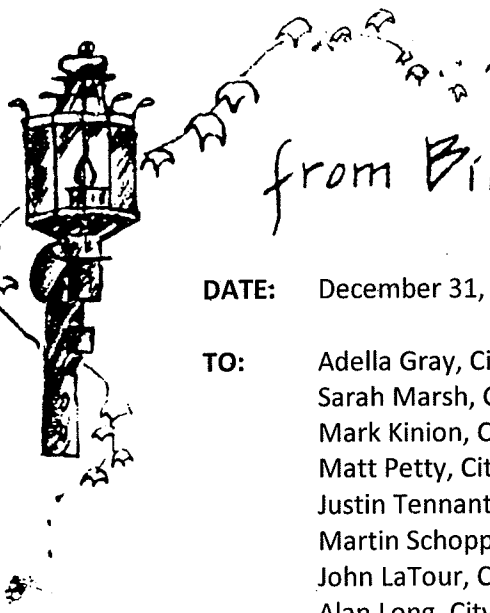
My husband and I had hoped to express our concerns regarding the proposed Mountain Vista Subdivision; but unfortunately, we are unable to attend the Fayetteville City Council Meeting tomorrow evening due to prior engagements. We ask that you please keep our concerns in mind as you discuss the proposed subdivision.

Thank you,

Amanda & Erik Northfell

--

Amanda Northfell
479-595-4363



from Billie's desk

RECEIVED

JAN 03 2017

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

DATE: December 31, 2016

TO: Adella Gray, City Council – ward1_pos1@fayetteville-ar.gov
Sarah Marsh, City Council – ward1_pos2@fayetteville-ar.gov
Mark Kinion, City Council – ward2_pos1@fayetteville-ar.gov
Matt Petty, City Counsel – ward2_pos2@fayetteville-ar.gov
Justin Tennant, City Council – ward3_pos1@fayetteville-ar.gov
Martin Schoppmeyer, Jr. – ward3_pos2@fayetteville-ar.gov
John LaTour, City Council – ward4_pos1@fayetteville-ar.gov
Alan Long, City Council – ward4_pos2@fayetteville-ar.gov
Lionel Jordan, Mayor – mayor@fayetteville-ar.gov
Sondra Smith, City Clerk – cityclerk@fayetteville-ar.gov

CC: Ron and Sue Calaway

FROM: Billie Starr

RE: Askew Property

In regard to the letter to Adella Gray sent by Ron and Sue Calaway, my neighbors on Country Club Hill, I would strongly agree completely with every point they made in reference to the problems and sentiments they voiced to the proposed building of homes on the former Askew property that is currently under review by the City Council and the Planning Commission.

I have been a resident of the Hillside for 34 years at 210 Ravenwoods Lane just west of the property in question and know all the pitfalls of Country Club Road, which is too narrow to begin with and far too busy in the summer with teen drivers going 60 mph up and down the road and too difficult to traverse in the winter when icy.

In addition, as you can plainly see, there is only one access up and down Country Club Road and one access into this property, making turning conditions dangerous on any given day for cars, pedestrians, trucks, and anyone wishing to safely get in or out. As the Calaway letter noted, this is only one of the problems that make this plan unacceptable by the residents, many of whom live a quiet life with well-kept homes and who chose the area as retirees or more recently by families with children who wanted less traffic.

Anyone in city government considering this plan might better serve our community by taking a look at South College Avenue, a very unattractive part of Fayetteville that gets worse every year. This would be a far better area for improvements instead of ruining an area that has begun to be a desirable Hillside beginning at 24th Street a few years ago and that has attracted residents every year since.

Fayetteville City Council
December 31, 2016
Page 2

As individuals representing the city, I sincerely believe your job is to listen and consider the residents' comments and complaints. In addition to all the other problems this creates, consider the unrest of Hillside residents in regard to their property values. This is an extremely serious issue and one that deserves the attention of city officials, the planning commission, and Kit Williams, among others.

I appreciate your effort at an appeal process to review carefully the plans for use of this property.

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, December 27, 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

1. [2016-0559](#)

OATHS OF OFFICE:

MAYOR LIONELD JORDAN
CITY CLERK TREASURER, SONDRA E. SMITH
SARAH MARSH, ALDERMAN WARD 1
MATTHEW PETTY, ALDERMAN WARD 2
SARAH BUNCH, ALDERMAN WARD 3
ALAN LONG, ALDERMAN WARD 4

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. [2016-0120](#)

NOMINATING COMMITTEE REPORT

2. [2016-0562](#)

CITY COUNCIL COMMITTEE APPOINTMENTS

3. [2016-0561](#)

REPORT OF THE FIREMEN'S AND POLICEMEN'S PENSION AND RELIEF FUND

4. [2016-0560](#)

ELECTION OF VICE MAYOR

Agenda Additions

A. Consent:

A. 1 [2016-0566](#)

APPROVAL OF THE DECEMBER 27, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0640](#)**GALLAGHER BENEFITS SERVICES:**

A RESOLUTION TO APPROVE A RENEWAL OF THE CONTRACT WITH GALLAGHER BENEFITS SERVICES IN THE AMOUNT OF \$28,800.00 FOR THE PROVISION OF CITY EMPLOYEE BENEFITS BROKER SERVICES THROUGH THE SECOND HALF OF 2017

Attachments: [GALLAGHER BENEFIT SERVICES, INC.](#)

A. 3 [2016-0649](#)**PIERCE MANUFACTURING, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF A 2017 ARROW XT FIRE ENGINE FROM PIERCE MANUFACTURING, INC. OF APPLETON, WISCONSIN IN THE AMOUNT OF \$540,618.00 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A CONTINGENCY IN THE AMOUNT OF \$54,061.80

Attachments: [PIERCE MANUFACTURING, INC.](#)

A. 4 [2016-0645](#)**BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.:**

A RESOLUTION TO AWARD BID NO. 16-64 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$485,058.00 FOR THE CONSTRUCTION OF INFRASTRUCTURE AND LAND DEVELOPMENT NECESSARY FOR INSTALLATION OF THE FIRE DEPARTMENT TRAINING FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$72,758.70

Attachments: [BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.](#)

A. 5 [2016-0638](#)**BID NO. 16-45 CRUSHED ROCK SALT:**

A RESOLUTION TO AWARD BID NO. 16-45 AND AUTHORIZE THE PURCHASE OF BULK CRUSHED ROCK SALT FROM CENTRAL SALT, LLC FOR \$75.00 PER TON FOR MATERIALS PICKED UP AND \$77.68 PER TON FOR MATERIALS DELIVERED AS NEEDED THROUGH JULY 31, 2017

Attachments: [BID 16-45 CRUSHED ROCK SALT](#)

A. 6 [2016-0591](#)**BID NO. 17-02 CONSTRUCTION - CURB & GUTTER:**

A RESOLUTION TO AWARD BID NO. 17-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-02 CONSTRUCTION - CURB & GUTTER](#)

A. 7 [2016-0592](#)**BID NO. 17-04 CONCRETE PURCHASE:**

A RESOLUTION TO AWARD BID NO. 17-04 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-04 CONCRETE PURCHASE](#)

A. 8 [2016-0593](#)**BID NO. 17-05 AGGREGATE MATERIALS:**

A RESOLUTION TO AWARD BID NO. 17-05 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM HUNT ROGERS MATERIALS, LLC AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-05 AGGREGATE MATERIALS](#)

A. 9 [2016-0594](#)**BID NO. 17-07 HILLSIDE GRAVEL:**

A RESOLUTION TO AWARD BID NO. 17-07 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC. IN VARYING AMOUNTS AND FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-07 HILLSIDE GRAVEL](#)

A. 10 [2016-0595](#)**BID NO. 17-08 PLASTIC DRAINAGE PIPE:**

A RESOLUTION TO AWARD BID NO. 17-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-08 PLASTIC DRAINAGE PIPE](#)

A. 11 [2016-0596](#)**BID NO. 17-09 CONCRETE DRAINAGE PIPE:**

A RESOLUTION TO AWARD BID NO. 17-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-09 CONCRETE DRAINAGE PIPE](#)

A. 12 [2016-0597](#)**BID NO. 17-10 SCREENED TOPSOIL:**

A RESOLUTION TO AWARD BID NO. 17-10 AND AUTHORIZE THE PURCHASE OF SCREENED TOPSOIL FROM LES ROGERS, INC. AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-10 SCREENED TOPSOIL](#)

A. 13 [2016-0598](#)**BID NO. 17-12 RETAINING WALL BLOCKS:**

A RESOLUTION TO AWARD BID NO. 17-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-12 RETAINING WALL BLOCKS:](#)

A. 14 [2016-0599](#)**BID NO. 17-13 HIGH PERFORMANCE COLD MIX ASPHALT:**

A RESOLUTION TO AWARD BID NO. 17-13 AND AUTHORIZE THE PURCHASE OF HIGH PERFORMANCE COLD MIX ASPHALT FROM HUTCHENS CONSTRUCTION CO. AS PRIMARY SUPPLIER AND ATLAS ASPHALT, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-13 HIGH PERFORMANCE COLD MIX ASPHALT](#)

A. 15 [2016-0600](#)**BID NO. 17-16 TREE GRATES AND FRAMES:**

A RESOLUTION TO AWARD BID NO. 17-16 AND AUTHORIZE THE PURCHASE OF TREE GRATES AND FRAMES FOR VARYING UNIT PRICES FROM VARIOUS VENDORS AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-16 TREE GRATES AND FRAMES](#)

A. 16 [2016-0601](#)**BID NO. 17-17 DECORATIVE FENCING:**

A RESOLUTION TO AWARD BID NO. 17-17 AND AUTHORIZE THE PURCHASE OF DECORATIVE FENCING FROM BARMAC ACCESS CONTROLS LLC D/B/A MODERN FENCE OF NWA AS PRIMARY SUPPLIER AND FENCE CO., INC. AS SECONDARY SUPPLIER AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-17 DECORATIVE FENCING](#)

A. 17 [2016-0620](#)**BID NO. 17-18 REFLECTORIZED PAINT MARKINGS:**

A RESOLUTION TO AWARD BID NO. 17-18 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM CUSTOM PAVEMENT MAINTENANCE AND SAFETY, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-18 REFLECTORIZED PAINT MARKINGS](#)

A. 18 [2016-0634](#)**BID NO. 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS:**

A RESOLUTION TO AWARD BID NO. 17-19 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS](#)

A. 19 [2016-0642](#)**BID NO. 17-20 TRUCK HAULING SERVICES:**

A RESOLUTION TO AWARD BID NO. 17-20 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM GARMAN TRUCKING, LLC AT THE RATE OF \$72.50 PER HOUR AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: [BID 17-20 TRUCK HAULING SERVICES](#)

A. 20 [2016-0633](#)**2017 PROPOSED ASPHALT OVERLAY PROJECTS:**

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2017

Attachments: [2017 PROPOSED ASPHALT OVERLAY PROJECTS](#)

A. 21 [2016-0647](#)**SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A POLICE PACKAGE CHEVROLET TAHOE FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS IN THE AMOUNT OF \$31,262.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT](#)

A. 22 [2016-0648](#)**SUPERIOR CHEVROLET - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$23,329.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [SUPERIOR CHEVROLET - POLICE DEPARTMENT](#)

A. 23 [2016-0650](#)**SUPERIOR CHEVROLET - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE AWD FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,188.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [SUPERIOR CHEVROLET - POLICE DEPARTMENT](#)

A. 24 [2016-0651](#)**SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,578.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION](#)

A. 25 [2016-0641](#)**SUSAN SULLIVAN D/B/A FLYING Q:**

A RESOLUTION TO APPROVE A SPECIAL USE PERMIT ALLOWING SUSAN SULLIVAN D/B/A FLYING Q TO OPERATE A GUIDED HORSEBACK TRAIL RIDE BUSINESS ON THE LAKE SEQUOYAH EQUESTRIAN TRAILS FOR A FEE OF \$5.00 PER HORSE ON EACH TRAIL RIDE

Attachments: [SUSAN SULLIVAN D/B/A FLYING Q](#)

A. 26 [2016-0654](#)**KESSLER MOUNTAIN REGIONAL PARK:**

A RESOLUTION TO APPROVE A DEED RESTRICTION COVENANT RESTRICTING DEVELOPMENT IN CERTAIN PORTIONS OF KESSLER MOUNTAIN REGIONAL PARK AS REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS SECTION 404 NATIONWIDE PERMIT NUMBER 2014-00110

Attachments: [KESSLER MOUNTAIN REGIONAL PARK](#)

A. 27 [2016-0665](#)**SEVEN HILLS HOMELESS CENTER:**

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$103,000.00 FOR UTILITIES, MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2017

Attachments: [SEVEN HILLS HOMELESS CENTER](#)

B. Unfinished Business: None**C. New Business:**

C. 1 [2016-0602](#)**ASPHALT MATERIALS:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING 2017 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

Attachments: [ASPHALT MATERIALS](#)

C. 2 [2016-0659](#)**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 A PORTION OF NORTH CHURCH AVENUE BETWEEN WEST SPRING STREET AND WEST DICKSON STREET WITH THE AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$103,665.15

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

C. 3 [2016-0637](#)**AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES:**

AN ORDINANCE TO AMEND SUBSECTION (I) *RATES FOR PARKING IN CITY PARKING GARAGES* OF § 72.58 **OFF-STREET PARKING FACILITIES; RULES AND RATES** OF THE CITY CODE TO ALLOW MORE FLEXIBILITY FOR MONTHLY PARKING RATES IN THE MEADOW STREET PARKING GARAGE

Attachments: [AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES](#)

C. 4 [2016-0666](#)**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT:**

A RESOLUTION TO ALLOW THE CITY OF FAYETTEVILLE TO ENTER INTO A PARTNERING AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR IMPROVEMENTS TO HIGHWAY 112 BETWEEN RAZORBACK ROAD AND GARLAND AVENUE, AND TO APPROVE THE RECLASSIFICATION OF HIGHWAY 112 BETWEEN 15TH STREET AND INTERSTATE 49 AS A CITY STREET

Attachments: [ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT](#)

C. 5 [2016-0653](#)**RZN 16-5664 (1633 E. ZION RD./MAYES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5664 FOR APPROXIMATELY 0.85 ACRES LOCATED AT 1633 EAST ZION ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS, NEIGHBORHOOD SERVICES

Attachments: [RZN 16-5664 \(1633 E. ZION RD./MAYES\)](#)

C. 6 [2016-0622](#)**AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169:**

AN ORDINANCE TO AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169 OF THE UNIFIED DEVELOPMENT CODE TO CREATE TWO NEW ZONING DISTRICTS: RESIDENTIAL INTERMEDIATE - URBAN AND NEIGHBORHOOD SERVICES - GENERAL AND NEW USE UNIT 12 B. GENERAL BUSINESS AND TO MAKE FURTHER CHANGES TO INCORPORATE THESE AMENDMENTS INTO THE UNIFIED DEVELOPMENT CODE

Attachments: [16-5631 EX A](#)
 [16-5631 EX B](#)
 [ADM 16-5631 \(UDC CHAPTERS 161 & 162 AMENDMENTS\)](#)

C. 7 [2016-0667](#)**PRELIMINARY PLAT 16-5642 (PARK MEADOWS) GRANT APPEAL:**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5642 (PARK MEADOWS) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2) (a)(iv) OF THE UNIFIED DEVELOPMENT CODE

Attachments: [PRELIMINARY PLAT 16-5642 \(PARK MEADOWS\) GRANT APPEAL](#)

C. 8 [2016-0674](#)**PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) GRANT APPEAL:**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2)(a)(iv) OF THE UNIFIED DEVELOPMENT CODE

Attachments: [PRELIMINARY PLAT 16-5574 \(MOUNTAIN VISTA SUBDIVISION\) GRANT APP](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment**

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If 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. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

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. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, 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's 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.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0559

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Appointment

Agenda Number: 1.

OATHS OF OFFICE:

MAYOR LIONELD JORDAN
CITY CLERK TREASURER, SONDR E. SMITH
SARAH MARSH, ALDERMAN WARD 1
MATTHEW PETTY, ALDERMAN WARD 2
SARAH BUNCH, ALDERMAN WARD 3
ALAN LONG, ALDERMAN WARD 4



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0120

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 1.

NOMINATING COMMITTEE REPORT



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0562

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Appointment

Agenda Number: 2.

CITY COUNCIL COMMITTEE APPOINTMENTS



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0561

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 3.

REPORT OF THE FIREMEN'S AND POLICEMEN'S PENSION AND RELIEF FUND



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0560

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Appointment

Agenda Number: 4.

ELECTION OF VICE MAYOR



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0566

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE DECEMBER 27, 2016 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0640

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

GALLAGHER BENEFITS SERVICES:

A RESOLUTION TO APPROVE A RENEWAL OF THE CONTRACT WITH GALLAGHER BENEFITS SERVICES IN THE AMOUNT OF \$28,800.00 FOR THE PROVISION OF CITY EMPLOYEE BENEFITS BROKER SERVICES THROUGH THE SECOND HALF OF 2017

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 renewal of the City's contract with Gallagher Benefits Services in the amount of \$28,800.00 for the provision of employee benefits broker services through the second half of 2017.

City of Fayetteville Staff Review Form

2016-0640

Legistar File ID

1/3/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brenda Reed

12/9/2016

Human Resources /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a contract extension with Gallagher Benefit Services, Inc. for benefit broker services for a period of six months with an effective date of July 1, 2017 through December 30, 2017. This will allow for broker services renewals to be effective on a January through December calendar year, instead of a July through June calendar year. Gallagher Benefit Services provides brokerage services and legislative compliance support. Gallagher advises City staff in regard to federal regulations pertaining to benefit administration, including health care reform requirements under the Affordable Care Act.

Budget Impact:

1010.120.1220-5314.00

General

Account Number

Fund

N/A

Employee Benefits/Services

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 128,588.00

Funds Obligated

Current Balance

\$ 128,588.00

Does item have a cost? Yes

Item Cost \$ 28,800.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ 99,788.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Brenda Reed, HR Director

DATE: December 9, 2016

SUBJECT: Contract extension with Gallagher Benefit Services, Inc. for benefit broker services

RECOMMENDATION:

Staff recommends Council approve a contract extension with Gallagher Benefit Services, Inc. for benefit broker services for a period of six months with an effective date of July 1, 2017 through December 30, 2017.

BACKGROUND:

The City's original contract with Gallagher Benefit Services, Inc. was approved in 2012 and the last renewal is effective July 1, 2016 through June 30, 2017. The City will undergo a RFP for broker services during the Summer of 2017.

DISCUSSION:

A six-month contract extension with Gallagher Benefit Services, Inc. will allow the City to realign the broker services renewals to a January through December calendar year, instead of a July through June calendar year.

The Gallagher Benefit Services contract extension price and terms of service will remain unchanged from this year. The cost of the six-month contract extension will be \$28,800, based on the cost of the current annual rate of \$57,600.

BUDGET/STAFF IMPACT:

Funds are budgeted each year in the Human Resources program to cover the cost of this contract.

CONSULTING AGREEMENT

Annual Renewal

July, 2017

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., a Delaware corporation ("GBS"), and City of Fayetteville, Arkansas (the "Client").

The Client wishes to enter into a consulting relationship with GBS with the terms and conditions set forth in this Agreement, and GBS is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and GBS agree as follows:

1. Engagement

The Client engages GBS as an employee benefits consultant as stated in this Agreement and GBS accepts this engagement. During the time that GBS is performing services for the Client under this Agreement, and for all purposes outlined in this document, GBS' status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is July 1, 2017. The term of GBS' engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for six (6) months from the Effective Date, subject to mutually agreed upon annual renewal by both parties. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period, Client shall be responsible to GBS for any services performed prior to the date of termination and GBS shall be responsible to Company to continue to provide services until the date of termination of this Agreement.

3. Services

GBS will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. GBS will perform other services as the Client and GBS mutually agree in writing.

4. Compensation

Subject to any changes as may be mutually agreed by the parties in writing and signed by their authorized representatives, GBS will receive, as compensation for its services under this Agreement, fees in the amount of \$ 28,800 , which amount will be billed in equal installments of \$4,800 and paid on a monthly basis.

GBS further agrees to fully disclose to Client, in writing, any business relations with or commissions it receives or plans on receiving from any of Client's current or prospective insurance carriers or other vendors. GBS will do so prior to making any recommendations to Client concerning Client doing or continuing doing business with such a carrier or vendor, so that Client will be apprised of any potential conflict of interest

For additional information regarding GBS compensation, please see our revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by GBS, on behalf of Client, GBS will use its best efforts to obtain appropriate replacement coverage from another insurance company.

5. Performance and Scope

(a) GBS Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended (ERISA) and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) GBS' services under this Agreement are not intended in any way to impose on GBS or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") ; and

(ii) this Agreement does not provide GBS, and the Client will not cause or permit GBS to assume, without prior written consent of GBS, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, GBS may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to GBS by the Client or its designated representatives and reasonably believed by GBS to be genuine and authorized by the Client.

(c) No Practice of Law. GBS will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of GBS under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. GBS may cause another person or entity, as a subcontractor of GBS, to provide some or all of the services required to be performed by GBS hereunder: provided, that GBS shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by GBS' obligations under this Agreement). GBS shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. GBS' engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. GBS will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with GBS' services under this Agreement, Client agrees that:

(i) Although GBS will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies GBS has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that GBS does not take risk, and that GBS does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to GBS is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of GBS' fees (if applicable) and payment of premiums for all insurance placed by GBS on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow GBS to immediately terminate this Agreement, at its option, with notice to the Client |

6. *Confidentiality*

(a) Client Information. GBS recognizes that certain confidential information may be furnished by the Client to GBS in connection with its services pursuant to this Agreement ("Confidential Information"). GBS agrees that it will disclose Confidential Information only to those who, in GBS' reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of GBS prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by GBS, or (iii) is or can be independently acquired or developed by GBS without violating any of its obligations under this Agreement. However, disclosure by GBS of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement, (provided that GBS immediately notifies Client in writing upon GBS' receipt of any such subpoena or order).

(b) HIPAA Privacy. In spite of Sections 6(a) above, GBS and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and GBS will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public

GBS Consulting Agreement

4-2006
Exhibit A revised 11-2007

announcements of any kind regarding the relationship between the parties without the other party's prior consent.

7. *Indemnification Rights and Limitation of Liability*

Limitation of Liability. Notwithstanding any other term or provision of this Agreement, neither party shall be liable to the other for any exemplary, special indirect, incidental, consequential or punitive damages (including but not limited to lost profits) which may result from the other party's action or its failure to perform any term or condition of this Agreement or whether such liability is based upon tort, strict liability, breach of warranties, failure of essential purpose or otherwise and if advised of the possibility of such damages. This provision applies to the fullest extent permitted by applicable law.

8. *Notices*

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, or by facsimile transmission (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: City of Fayetteville, Arkansas
 ATTN: Brenda Reed
 113 W. Mountain
 Fayetteville, AR, 72701
 (Fax:) (479) 718-7698 _____)

If to GBS: Gallagher Benefit Services, Inc.
 300 S. Jefferson, Suite 600-N
 Springfield, MO 65806
 Attention: Jacob Salinas
 (Fax: 417-881-8719)

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

9. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Arkansas without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Jurisdiction and Venue. The parties agree that in the event of any legal dispute the governing jurisdiction and venue will be Washington County Circuit Court in Fayetteville, Arkansas for state court actions or the United States District Court, Western District, Arkansas, in Fayetteville, Arkansas for federal court actions.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(g) Survival of Provisions. Sections 2, 4, 6 and 7 will survive the termination of this Agreement.

[The remainder of this page intentionally left blank. The parties' signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

City of Fayetteville, Arkansas

By: _____

Name: Lioneld Jordan

Title: Mayor

GALLAGHER BENEFIT SERVICES, INC.

- Branch Managers (Area Presidents) are the preferred signers on consulting or fee agreements, however, our current policy allows for producers who are Area AVPs to sign for GBS as well.
- Any modifications must be approved AJG corporate legal prior to GBS signature.

By: 

Name: Jacob Salinas

Title: Area Vice President

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, GBS will provide the following services:

CONSULTING SERVICES PROVIDED ON AN "AS NEEDED" BASIS

☐ **RENEWAL ANALYSIS**

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Company analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

☐ **PERIODIC PLAN FINANCIAL REPORTS (frequency to be mutually agreed upon):**

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

☐ **ANNUAL FINANCIAL REPORTS (End of Year Accounting):**

- Comparison of current costs to renewal costs
- Future plan costs projections
- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

☐ LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
 - Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Company

☐ CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT

- Work with Company to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Company
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Company
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the GBS team and Company

☐ DAY TO DAY ADMINISTRATIVE SERVICES

☐ EMPLOYEE EDUCATION PROGRAMS

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

☐ COMMUNICATION MATERIALS

- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)

- Assist with participant wellness initiatives, as directed by Company

BENEFIT ADMINISTRATION ASSESSMENT

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Company agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

□ BENEFITS ADMINISTRATION SOFTWARE:

- Gallagher agrees to enter into an Agreement with PlanSource/Connect2MyBenefits software vendor to provide Client with benefits software services.
- Gallagher agrees to continue using PlanSource/Connect2MyBenefits through the end of the plan year, December 31, 2016. The Client will continue to reimburse Gallagher \$2.45 Per Employee per Month through December 31, 2016.
- At a date to be determined later, the Client will begin to utilize American Fidelity and the AFEnroll System at no additional cost

Additional terms and details concerning the AFEnroll software as agreed upon are referenced in attached Appendix “C”.

□ MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

□ Benefit Plan Design (or Redesign)

- Help Company identify business and HR objectives that impact benefits
- Review with Company possible benefit strategies to meet their objectives
- Help Company evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Company to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

What follows is the disclosure of actual fees and/or commissions related to the Company's Group Health Plan(s) and any relationships, or agreements GBS has with the insurance Company involved in this transaction. GBS as agent of record will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed up by

Line of Coverage	Insurance Company	Effective Date	Commission ¹ / Supplemental Compensation ²	Direct Fees ³	Wholesaler, MGU, or Intermediary	Owned by AJG/GBS
Consulting Agreement	Gallagher Benefit Services	7/1/2017	N/A	\$28,800	N/A	N/A

¹ Commissions include all commissions/fees paid to GBS that are attributable to a contract or policy between a plan and an insurance Company, or insurance service. This includes indirect fees that are paid to GBS paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to GBS for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

³ Direct Fees include compensation to GBS paid for directly by the plan sponsor.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

It should also be noted that:

- **GBS** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management of policies of **GBS**.
- **GBS'** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **GBS** is effecting the transaction for the Plan(s) in the ordinary course of GBS business.
- The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **GBS** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about GBS' and GBS' affiliates income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgement and approval requirement of Prohibited Transaction Class Exemption No. 84-24, which protects both Client and GBS. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s) and Client acknowledges and confirms that this is a reasonable transaction in the best interest of the participants in the ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an e-mail to Compensation.Complaints@ajg.com or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.

APPENDIX C

American Fidelity AFEnroll Benefits Platform

GBS agrees to enter into an agreement with American Fidelity for AFEnroll benefits software platform to be built and serviced on an ongoing basis for Client, as follows:

- Client will be billed at a rate of \$0.00 per Employee per Month for its employees classified as Active, Statutory Insured, and COBRA. The current number are approximately 685 Active employees, 20 Statutory Insured, and 8 COBRA. This shall constitute the entire amount(s) billed to Client and includes, but is not limited to, American Fidelity providing implementation, building the platform for Client, training, ongoing customer service (provided directly to Client's authorized representatives, without the necessity of default communications occurring only with or through GBS), four electronic Standard Format (Excel) feeds to Client's carriers/vendors, troubleshooting, use of the software, annual programming, administrative logins, employee logins, and the services referenced in this Appendix.
- Client shall receive at least 60 days' written notice from GBS prior to any proposed price changes for American Fidelity services or changes in American Fidelity scope of services, including American Fidelity terminating its services to Client.
- Client shall provide GBS with at least 60 days' written notice prior to any proposed changes in Client's utilization of American Fidelity services, including Client terminating its use of American Fidelity benefits software.
- American Fidelity shall:
 - Provide Employee Education and Communication prior to annual Open Enrollment
 - Conduct Group Meetings prior to Open Enrollment
 - Facilitate One-on-One Benefit Reviews with each employee during Open Enrollment
 - Perpetual Onboarding with New Employees for enrollment of benefit plan options
 - Provide Health Flexible Spending Account & Dependent Day Care support and enrollment and no additional cost to the Client
 - Provide the Client ACA 6055/6056 Tracking and Reporting services at no additional cost through WorxTime, a preferred vendor partner
- Make AFEnroll site available to HR throughout the plan year that includes:
 - Provide HR access to real-time online administrative service features
 - Provide HR access to online reporting functions.
 - Provide links to electronic EOI questionnaires where required by carriers for life or disability coverage requests.
 - Send recurring eligibility data feed to 3rd party carrier systems
 - Send recurring deduction codes to Client's payroll system (if requested).
 - Create 834 data interfaces – Configuration of carrier export file based on carrier requirements and ability to accept data

- Create data feeds in American Fidelity Standard Format
- Custom create non-834 data interfaces
- Conduct Annual Renewal Configurations (for each new carrier or change in data feed requirements at renewal).
- Provide Standard Feed formats (Excel).



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0649

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

PIERCE MANUFACTURING, INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF A 2017 ARROW XT FIRE ENGINE FROM PIERCE MANUFACTURING, INC. OF APPLETON, WISCONSIN IN THE AMOUNT OF \$540,618.00 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A CONTINGENCY IN THE AMOUNT OF \$54,061.80

WHEREAS, the Fire Department needs to replace a 2001 HME Fire Engine based on the recommendation of the Fleet Division; and

WHEREAS, the Fire Department has spent nearly a year researching several available fire trucks to try to get the best fire truck and the best price; and

WHEREAS, the Fire Department Equipment Committee and the City Council Equipment Committee recommend the purchase of a 2017 Arrow XT Fire Engine from Pierce Manufacturing.

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 purchase of a 2017 Arrow XT Fire Engine from Pierce Manufacturing, Inc. in the amount of \$540,618.00, pursuant to a Houston-Galveston Area Council cooperative purchasing contract, approves a contingency in the amount of \$54,061.80, and authorizes Mayor Jordan to sign any contract or other document to exercise and pay for this approved contract.

City of Fayetteville Staff Review Form

2016-0649

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

12/15/2016

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to purchase a new fire apparatus for use by the Fayetteville Fire Department from Pierce Manufacturing, Inc. of Appleton, Wisconsin through the Houston-Galveston Area Council (HGAC) Contract # FS12-15 Member #14-3975. The purchase amount will be \$537,262 plus the performance and payment bond cost of \$3,356.00 for a total of \$540,618.00 using the bonded pre-pay net discount; And approval of a 10% Contingency in the amount of \$54,061.80

Budget Impact:

4470.300.8300-5802.00

Sales Tax Capital

Account Number

Fund

03019.1

Fire Apparatus Purchases

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 616,625.00

Funds Obligated

Current Balance \$ 616,625.00

Does item have a cost? Yes

Item Cost \$ 594,679.80

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 21,945.20

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The quote from Pierce Manufacturing through the HGAC Contract # FS12-15 is for one Pierce Arrow XT Fire Engine for \$559,275.00 with pre-payment discount of \$22,013.00 minus the cost of \$3,356.00 for the Performance and Payment Bond. This makes the amount \$540,618.00. With approval of 10% contingency funds of \$54,061.80 added, the total funds needed will be \$594,679.80.

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: December 15, 2016

SUBJECT: Approval of a resolution to purchase a new fire apparatus for use by the Fayetteville Fire Department from Pierce Manufacturing, Inc. of Appleton, Wisconsin through the Houston-Galveston Area Council (HGAC) Contract # FS12-15 Member #14-3975. The purchase amount will be \$537,262 plus the performance and payment bond cost of \$3,356.00 for a total of \$540,618.00 using the bonded pre-pay net discount; And Approval of a 10% Contingency in the amount of \$54,061.80

RECOMMENDATION:

Approval of a resolution to purchase a new fire apparatus for use by the Fayetteville Fire Department from Pierce Manufacturing, Inc. of Appleton, Wisconsin through the Houston-Galveston Area Council (HGAC) Contract # FS12-15 Member #14-3975. The purchase amount will be \$537,262 plus the performance and payment bond cost of \$3,356.00 for a total of \$540,618.00 using the bonded pre-pay net discount; And approval of a 10% Contingency in the amount of \$54,061.80

BACKGROUND:

We will be replacing (fleet recommendation) unit 31, a 2001 HME Fire Engine. The replacement will be a 2017 Arrow XT Fire Engine from Pierce Manufacturing of Appleton, Wisconsin. The Fire Department's internal equipment committee has spent almost a year in researching available units in order to get the best buy for the City. They have chosen a unit from Pierce Manufacturing. The Bid Price is \$559,275.00. Pierce provides a prepay discount of \$22,013.00 minus performance/payment bond costs of \$3,356.00. This net discount amount is \$18,657.00. With the prepay discount, the total amount is \$540,618.00 The truck the Fire Department Equipment Committee has proposed to buy was approved by the Council Equipment Committee at their meeting of December 13, 2016.

DISCUSSION:

The Truck is designed and built to National Fire Protection Association (NFPA) 1901, Standard for Fire Apparatus. The unit proposed for purchase is a 2017 Arrow XT Fire Engine. NFPA standards spell out the necessary equipment required and the performance specifications for a certified fire apparatus. By adhering to these standards, the Fire Department is assured of getting the necessary required equipment.

BUDGET/STAFF IMPACT:

The quote from Pierce Manufacturing through the HGAC Contract # FS12-15 is for one Pierce Arrow XT Fire Engine for \$559,275.00 with pre-payment discount of \$22,013.00 minus the cost of \$3,356.00 for the Performance and Payment Bond. This makes the amount \$540,618.00.

With approval of 10% contingency funds of \$54,061.80 added, the total funds needed will be \$594,679.80. Funds are budgeted and available in the Capital Project: Fire Apparatus Purchases Project #03019.1.

ATTACHMENTS:

Purchasing Documentation



Fayetteville Fire Department

December 1, 2016

The undersigned is prepared to deliver, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

One (1) Pierce Pumper mounted on an Arrow XT Chassis per our proposal for a total price of:

\$ 559,275.00 to include all equipment in attached Proposal
A pre-pay discount of \$22,013.00 is available with a payment
bond cost of \$3,356.00 with a final price of \$540,618.00
This price is good is good until January 31, 2017
Must have PO and Check by January 31, 2017

Said apparatus is to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 300-330 calendar days or less after receipt of this order and the acceptance thereof at our Appleton, Wisconsin office, and to be delivered to you at the Fayetteville Fire Department.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provide such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms to all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the bid and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Respectfully,

Scott Jones
Sales Representative
Pierce Manufacturing, Inc.

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

FS12-15

Date
Prepared:

03/28/16

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Fayetteville	Contractor:	EVS
Contact Person:		Prepared By:	Scott Jones
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:	TC06	Description:	Pierce Enforcer Pumper
---------------	------	--------------	------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$384,990.00**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
103 Upgrade to 22,800# Front Axle	\$1,953.00	134 Exhaust Extension Plym	\$282.00
106 TAK-4 Suspension	\$12,723.00	135 Magnetic Grabber	\$3,634.00
111 Tire Chains-Rear Axle	\$4,110.00	139 Add Extended Bumper	\$2,498.00
113 Aluminum wheels, Front	\$1,951.00	141 Bumper Tray with Cover	\$1,636.00
115 Aluminum wheels Rear Single Axle	\$3,076.00	143 Mirrors-Change to Bus Style Cab Corner	\$2,732.00
118 Mud Flaps	\$573.00	156 upgrade SCBA Bracket to Hands Free 4@724	\$2,896.00
119 Wheel Chocks and Mounts	\$912.00	169 Upgrade Enforcer to Arrow	\$36,589.00
122 ABS Upgrade to EXC/ABS/ATC	\$4,223.00	178 weatherband Radio	\$1,191.00
123 Air Inlet - Outlet	\$647.00	185 Camera System sides and rear mux	\$989.00
125a Brake Fittings Compression Type	\$342.00	189 intercom System	\$5,727.00
126 Cummins ISL9 350hp to 400hp	\$9,038.00	Subtotal From Additional Sheet(s):	\$88,538.00
127 Cummins ISL9 400hp to 450hp ISL 9	\$1,131.00	Subtotal B:	\$187,391.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Performance Bond	\$3,356.00	Additional Hosebed Dividers 2 @ \$500 each	\$1,000.00
Coating top of front bumper	\$345.00	Subtotal From Additional Sheet(s):	\$0.00
Upgrade to 3/4 high compartment PS	\$2,000.00	Subtotal C:	\$6,701.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	\$0.01
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	579082	=	Subtotal D:	\$579,082.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$2,000.00**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

Description	Cost	Description	Cost
Chassis Pre-Payment Discount		Aerial Pre-Payment Discount	
100% Pre-Payment Discount	-\$22,013.00	Trade-in Allowance	
Preffered Customer Discount	-\$18,451.00	Subtotal F:	-\$40,464.00

Delivery Date:

G. Total Purchase Price (D+E+F):

\$540,618.00



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0645

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO AWARD BID NO. 16-64 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$485,058.00 FOR THE CONSTRUCTION OF INFRASTRUCTURE AND LAND DEVELOPMENT NECESSARY FOR INSTALLATION OF THE FIRE DEPARTMENT TRAINING FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$72,758.70

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 No. 16-64 and authorized Mayor Jordan to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$485,058.00 for the construction of infrastructure, including a concrete driveway and building pad, and land development necessary for installation of the Fire Department Training Facility, and further approves a project contingency in the amount of \$72,758.70.

City of Fayetteville Staff Review Form

2016-0645

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

12/15/2016

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution awarding Bid 16-64 for the infrastructure and building work at the Fayetteville Fire Department Training Grounds from the vendor Benchmark Construction in the amount of \$485,058.00 plus approval of a project contingency of 15% in the amount of \$72,758.70.

Budget Impact:

4470.300.8300-5804.00

Sales Tax Capital

Account Number

Fund

17001.1

Fire Training Grounds

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 747,000.00

Funds Obligated \$ -

Current Balance \$ 747,000.00

Does item have a cost? Yes

Item Cost \$ 557,816.70

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 189,183.30

Previous Ordinance or Resolution # 37-15

V20140710

Original Contract Number:

Approval Date:

Comments: This project is to develop the 14.2 acres of land designated for Fire Department usage by Council Resolution No. 37-15. This project will include development of the training grounds for confined space entry, emergency vehicle driving, structural collapse, live burns, and hazardous materials training exercises, as well as swift water rescue training because of its proximity to the White River.

MEETING OF JANUARY 3, 2017

TO: Mayor Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: December 15, 2016

SUBJECT: Approval of a resolution awarding Bid 16-64 for the infrastructure and building work at the Fayetteville Fire Department Training Grounds from the vendor Benchmark Construction in the amount of \$485,058.00 plus approval of a project contingency of 15% in the amount of \$72,758.70.

RECOMMENDATION:

Approval of a resolution awarding Bid 16-64 for the infrastructure and building work at the Fayetteville Fire Department Training Grounds from the vendor Benchmark Construction in the amount of \$485,058.00 plus approval of a project contingency of 15% in the amount of \$72,758.70.

BACKGROUND:

The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs Directorate implements and administers the Assistance to Firefighters (AFG) Grants. The Fayetteville Fire Department was awarded an AFG Grant to purchase a fire mobile training simulator unit. This purchase of a Fire Mobile Training Simulator Unit utilizing 90% grant funds and the city's 10% match will provide firefighters live fire training as well as ventilation, forcible entry, standpipe, rappelling, confined space, and self-contained breathing apparatus (SCBA) skills. The infrastructure work that is detailed in Bid 16-64 will allow for the necessary pad, driveway, and associated land development to receive and properly implement the AFG funded mobile training simulator unit.

DISCUSSION:

This project is to develop the 14.2 acres of land designated for Fire Department usage by Council Resolution No. 37-15. \$747,000 from Capital Improvement Project #03019 Fire Apparatus Replacements was moved into a new fire training grounds capital project to help provide the funding for infrastructure needed for the fire mobile training simulator that was awarded to the Fire Department as part of the FEMA grant. This grant was for purposes of funding the simulator only, additional funds are required to see the project completed.

BUDGET/STAFF IMPACT:

The funds for this purchase are budgeted and available in Project #17001.1 Fire Training Grounds

Attachments:

Final Bid Tabulation Sheet, Contract, and Bid Purchasing Documents



CITY OF FAYETTEVILLE, ARKANSAS

Bid 16-64, Construction - Fire Department Training Site

Certification of Funds: \$747,000
Max Bid Award Limit: \$933,750

OFFICIAL BID TABULATION

BID OPENING: 12/13/2016; 2:00 PM

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Arco Excavation and Paving, Inc.		Benchmark Construction of NWA, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Not to exceed 5% of total bid)	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 6,800.00	\$ 6,800.00
2	Insurance & Bonding	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 9,200.00	\$ 9,200.00
3	Trench & Excavation Safety Systems	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 300.00	\$ 300.00
4	Clearing, Grubbing, & Demo	LS	1	\$ 17,530.00	\$ 17,530.00	\$ 3,200.00	\$ 3,200.00
5	Unclassified Excavation (Plan Quantity)	CY	4,300	\$ 11.30	\$ 48,590.00	\$ 10.45	\$ 44,935.00
6	Select Embankment (Plan Quantity)	CY	3,800	\$ 15.20	\$ 57,760.00	\$ 13.92	\$ 52,896.00
7	Subgrade Preparation (Plan Quantity)	SY	4,800	\$ 1.25	\$ 6,000.00	\$ 2.32	\$ 11,136.00
8	4" Topsoil	SY	2,300	\$ 3.15	\$ 7,245.00	\$ 4.74	\$ 10,902.00
9	*Undercut and Stone Backfill	CY	100	\$ 58.00	\$ 5,800.00	\$ 18.90	\$ 1,890.00
10	18" RCP Under Pavement Class IV	LF	20	\$ 83.00	\$ 1,660.00	\$ 53.00	\$ 1,060.00
11	18" RCP Class III	LF	140	\$ 56.20	\$ 7,868.00	\$ 44.00	\$ 6,160.00
12	24" RCP Class III	LF	50	\$ 77.50	\$ 3,875.00	\$ 55.00	\$ 2,750.00
13	18" RCP FES	EA	1	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00
14	24" RCP FES	EA	2	\$ 1,380.00	\$ 2,760.00	\$ 800.00	\$ 1,600.00
15	Detention Pond Outfall Structure	EA	1	\$ 3,995.00	\$ 3,995.00	\$ 3,175.00	\$ 3,175.00
16	Rip Rap with Filter Blanket (1' depth)	SY	15	\$ 19.25	\$ 288.75	\$ 85.00	\$ 1,275.00
17	8" Aggregate Base Course (Class 7)	SY	4,800	\$ 10.20	\$ 48,960.00	\$ 10.38	\$ 49,824.00
18	Seeding and Mulch	SY	2,300	\$ 0.50	\$ 1,150.00	\$ 0.60	\$ 1,380.00
19	Solid Sod	SY	1,200	\$ 4.50	\$ 5,400.00	\$ 2.67	\$ 3,204.00
20	Erosion Control	LS	1	\$ 12,420.00	\$ 12,420.00	\$ 3,560.00	\$ 3,560.00
21	Tree Protection Fencing	LF	350	\$ 5.75	\$ 2,012.50	\$ 3.48	\$ 1,218.00
22	6" Thick Wire Reinforced Concrete	SY	3,415	\$ 48.00	\$ 163,920.00	\$ 47.00	\$ 160,505.00
23	6" Thick Concrete (Driveway)	SY	1,165	\$ 45.00	\$ 52,425.00	\$ 51.00	\$ 59,415.00
24	2' Diameter Reinforced Concrete Pler	VF	432	\$ 59.00	\$ 25,488.00	\$ 71.00	\$ 30,672.00
25	Detention Pond	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 1,400.00	\$ 1,400.00
26	Water Quality Feature (Bioretention Basin)	LS	1	\$ 4,090.00	\$ 4,090.00	\$ 2,760.00	\$ 2,760.00
27	Water Quality Feature (Bioretention Forebay)	LS	1	\$ 6,495.00	\$ 6,495.00	\$ 3,300.00	\$ 3,300.00
28	Platanus Occidentalis (Sycamore)	EA	12	\$ 250.00	\$ 3,000.00	\$ 221.00	\$ 2,652.00
29	Quercus Rubra (Red Oak)	EA	12	\$ 250.00	\$ 3,000.00	\$ 221.00	\$ 2,652.00
30	Acer Saccharum (Sugar Maple)	EA	12	\$ 250.00	\$ 3,000.00	\$ 221.00	\$ 2,652.00
31	2" Sch. 40 Electrical Conduit	LF	175	\$ 20.00	\$ 3,500.00	\$ 11.00	\$ 1,925.00
*To be only used at the direction of the Engineer							
TOTAL BASE BID					\$ 539,092.25		\$ 485,058.00

Highlighting Notes Corrected Calculation Error

CERTIFIED: 
A. Rennie, Purchasing Manager


Witness

12/13/2016
Date

This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas, and Benchmark Construction Of NWA, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Benchmark Construction Of NWA, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 16-64 as stated in Benchmark Construction Of NWA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 16-64, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Benchmark Construction Of NWA, Inc. for completion of each project based on unit prices indicated in Benchmark Construction Of NWA, Inc. bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources.
3. The Contract documents which comprise the contract between the City of Fayetteville and Benchmark Construction Of NWA, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 16-64 with the specifications and conditions typed thereon.
 - B. Benchmark Construction Of NWA, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Benchmark Construction Of NWA, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Benchmark Construction Of NWA, Inc.
5. Benchmark Construction Of NWA, Inc. shall not assign its duties under the terms of this agreement.
6. Benchmark Construction Of NWA, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Benchmark Construction Of NWA, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Benchmark Construction Of NWA, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Benchmark Construction Of NWA, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Benchmark Construction Of NWA, Inc.
 1. Workmen's Compensation
Statutory Amount
 2. Comprehensive General & Automobile Insurance
\$500,000 for each person injured.
 3. Bodily Injury Liability
\$1,000,000 for each accident.
 4. Property Damage Liability
\$1,000,000 aggregate.
8. Benchmark Construction Of NWA, Inc. shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Benchmark Construction Of NWA, Inc. with 30 calendar days written notice.
10. This Project shall be completed within Specified dates within Section A. and B. as outlined in 00500 of Bid 16-64 from Notice to Proceed.
11. 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.
12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council in advance of the change in scope, cost or fees.
13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.
15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2017.

Benchmark Construction Of NWA, Inc

CITY OF FAYETTEVILLE, ARKANSAS

By: Stephen Smith
Signature

By: _____
LIONELD JORDAN, Mayor

STEPHEN SMITH, CEO
Printed Contractor Name & Title

Judith L. Hodges
ATTEST (Signature)

ATTEST: (Signature)

Judith L. Hodges
Company Secretary (Printed Name)

Sondra E. Smith, City Clerk, Treasurer

Business Address
333 WEST PEARL, STE A
FAYETTEVILLE, AR 72703
City, State & Zip Code

Date Signed: 12-14-16

Date Signed: _____

DOCUMENT 0400 -BID FORM

Contract Name: Fire Department Training Facility

Bid Number: 16-64, Fire Department Training Facility

BID TO:

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

BID FROM:

Bidder: BENCHMARK CONSTRUCTION
333 W. PEARL ST, STE A
FAYETTEVILLE, AR 72703

ARTICLE 1 - INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>12-6-16</u>
<u>2</u>	<u>12-9-16</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 00400 –BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

DOCUMENT 00400 –BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

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

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	511	Mobilization (Not to exceed 5% of total bid)	LS	1	6,800	6,800
2		Insurance and Bonding	LS	1	9,200	9,200
3	112	Trench & Excavation Safety Systems	LS	1	300	300
4	201	Clearing, Grubbing & Demo	LS	1	3,200	3,200

DOCUMENT 00400 –BID FORM (continued)

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
5	202	Unclassified Excavation (Plan Quantity)	CY	4300	1045	44,935
6	202	Select Embankment (Plan Quantity)	CY	3800	1392	52,896
7	203	Subgrade Preparation (Plan Quantity)	SY	4800	232	11,136
8	204	4" Topsoil	SY	2300	474	10,902
9	205	*Undercut and Stone Backfill	CY	100	1890	1,890
10	301	18" RCP Under Pavement Class IV	LF	20	53	1,060
11	301	18" RCP Class III	LF	140	44	6,160
12	301	24" RCP Class III	LF	50	55	2,750
13	301	18" RCP FES	EA	1	660	660
14	301	24" RCP FES	EA	2	800	1,600
15	302	Detention Pond Outfall Structure	EA	1	3,175	3,175
16	306	Rip Rap with Filter Blanket (1' depth)	SY	15	85	1,275
17	401	8" Aggregate Base Course (Class 7)	SY	4800	1038	49,824
18	505	Seeding and Mulch	SY	2300	060	1,380
19	505	Solid Sod	SY	1200	262	3,204
20	509	Erosion Control	LS	1	3,560	3,560
21	517	Tree Protection Fencing	LF	350	348	1,218
22	601 602 704	6" Thick Wire Reinforced Concrete	SY	3415	47	160,505

DOCUMENT 00400 –BID FORM (continued)

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
23	503 601 705	6" Thick Concrete (Driveway)	SY	1165	51	59,415
24	601 706	2' Diameter Reinforced Concrete Pier	VF	432	71	30,672
25	701	Detention Pond	LS	1	1,400	1,400
26	702	Water Quality Feature (Bioretention Basin)	LS	1	2,760	2,760
27	702	Water Quality Feature (Bioretention Forebay)	LS	1	3,300	3,300
28	703	Platanus Occidentalis (Sycamore)	EA	12	221	2,652
29	703	Quercus Rubra (Red Oak)	EA	12	221	2,652
30	703	Acer Saccharum (Sugar Maple)	EA	12	221	2,652
31	707	2" Sch. 40 Electrical Conduit	LF	175	11	1,925
*To be only used at the direction of the Engineer						

TOTAL AMOUNT BID \$ 485,058⁰⁰

DOCUMENT 00400 – BID FORM (continued)

DEDUCTIVE ALTERNATE

The following is being requested to be offered as an alternate to the bid as a deduction. This alternate will result in the removal of the 6" Thick Concrete Driveway.

DEDUCTIVE ALTERNATE #1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
23	601	6" Thick Concrete (Driveway)	SY	-1165	47	<54,755>

TOTAL AMOUNT BID (ALTERNATE #1) \$ 430,303⁰⁰

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of 590 BID BOND
Dollars (\$ _____).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 7 - COMMUNICATIONS

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

STEVE SMITH

Email. BENCHMARK CONST@ATT.NET

Phone No. 479-871-2082

FAX No. 251-1319

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on DECEMBER 13, 2016

Arkansas State Contractor License No. 0033500517

Tax ID No. 71-0477532

DUNS No. 17-561-4254

CAGE No. _____

If Bidder is:

DOCUMENT 00400 –BID FORM (continued)

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 – BID FORM (continued)

A Corporation or LLC

Corporation Name: BENCHMARK CONSTRUCTION (SEAL)
OF NWA, INC.

State of Incorporation: ARKANSAS

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

By: Stephen Smith

(Signature – attach evidence of authority to sign)

Name (type or printed): STEPHEN SMITH

Title: CEO

(CORPORATE SEAL)

Attest: Judith L Hodges
(Signature of Corporate Secretary)

Business address: 333 W. Poplar St. Suite A
Fayetteville, AR 72703

Phone No.: 479-251-1316 FAX No.: 479-251-1319

END OF DOCUMENT 00400



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Benchmark Construction of NWA, Inc.

333 West Poplar, Ste A

Fayetteville, AR 72703

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Westfield Insurance Company

P. O. Box 5001

Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**

Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Fire Department Training Facility**

(Here insert full name, address and description of project)

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

Signed and sealed this

13th

day of **December**

2016


(Witness)

Benchmark Construction of NWA, Inc.

(Principal)

(Seal)


(Title)

Westfield Insurance Company

(Surety)


(Title)

Elizabeth A. Solomon, Attorney-In-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/17/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0320052 04

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SAM B. HILLER, LARRY R. CLARK, JANICE A. BUTLER, SCOTT R. CLARK, MARTY C. CLARK, VICCI L. HILLER, SHANNON C. SCHMIDT, ELIZABETH A. SOLOMON, SARAH K. DAY, JOINTLY OR SEVERALLY,

of FORT SMITH and State of AR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of MAY A.D., 2013.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 17th day of MAY A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of December, 2016 A.D.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

ARKANSAS
SECRETARY OF STATE*Mark Martin**Search Incorporations, Cooperatives, Banks and Insurance Companies*[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)For service of process contact the [Secretary of State's office](#).

Corporation Name	BENCHMARK CONSTRUCTION OF NWA, INC.
Fictitious Names	BENCHMARK CONSTRUCTION OF NWA
Filing #	100032984
Filing Type	For Profit Corporation
Filed under Act	Dom Bus Corp; 576 of 1965
Status	Good Standing
Principal Address	
Reg. Agent	STEVE SMITH
Agent Address	333 W. POPLAR FAYETTEVILLE, AR 72703
Date Filed	06/08/1976
Officers	SEE FILE, Incorporator/Organizer MICHAEL V. MAULDIN CPA, PA, Tax Preparer ROGER ROSS , President STEVE SMITH , Secretary
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good
Standing for this Entity](#)[Pay Franchise Tax for this corporation](#)



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 16-64, Construction – Fire Department Training Site

DEADLINE: Tuesday, December 13, 2016 before 2:00 PM, local time, Room 306

PRE-BID MEETING: Wednesday, November 30, 2016 at 10:00 am, E. Borick Drive

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

PURCHASING AGENT: Les McGaugh, Purchasing Agent, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Wednesday Nov. 23, 2016 and Nov. 30, 2016

INVITATION TO BID

Bid 16-64, Construction – Fire Department Training Site

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 Les McGaugh, via e-mail at lmcgaugh@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. Receiving electronic links from the City of Fayetteville, AR automatically registers you as a plan holder.

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

FILE #1: PROJECT MANUAL: 295 total pages

FILE #2: PROJECT DRAWINGS: 14 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.fayetteville-ar.gov>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

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Project Manual



Engineering Division
113 West Mountain Street
Fayetteville, Arkansas
72701

FIRE DEPARTMENT TRAINING FACILITY

BID # 16-64
Date: November 2016

Fire Department Training Facility Estimated Timeline

Action Item	Date	Note
All documents to Purchasing	Monday, November 14, 2016	Drawings, bid package, etc.
City Council Budget Work Session	Saturday, November 19, 2016	
Send advertisement to NW Times	Monday, November 21, 2016	
Advertisement 1 of 2	Wednesday, November 23, 2016	
Advertisement 2 of 2	Wednesday, November 30, 2016	
Pre-Bid Meeting	Wednesday, November 30, 2016	On Site, Time TBD
Final Addendum Issued	Tuesday, December 06, 2016	
City Council Approves 2017 Budget	Tuesday, December 06, 2016	
Certification of Funds to Purchasing	Wednesday, December 07, 2016	
Bid Deadline	Tuesday, December 13, 2016	
City Council Agenda Deadline	Friday, December 16, 2016	4:00 PM
City Council Agenda Session	Tuesday, December 27, 2016	4:30 PM
City Council Meeting	Tuesday, January 03, 2017	5:30 PM
Notice of Award Issued	Wednesday, January 04, 2017	End of Day
City Deadline to receive Bonds	Friday, January 13, 2017	End of Day
Accounting set up Contract in LOGOS	Tuesday, January 17, 2017	Prior to PO
PO Issued	Tuesday, January 17, 2017	
Notice to Proceed Issued	Tuesday, January 17, 2017	
Start date for Contractor	Wednesday, January 18, 2017	
Deadline for Substantial Completion	Friday, April 07, 2017	Main concrete pad & driveway installed (80 days)
Mobile Fire Training Unit Delivered & Installed by Manufacturer (NOT INCLUDED IN THIS BID)	Friday, April 10, 2017	Delivery and installation to start as early as 4/10/17 through 4/21/17
Deadline for Final Completion	Thursday, May 18, 2017	120 days
(1) CRITICAL: Contractor shall have main site pad and driveway cured and ready for use no later than Friday, April 07, 2017.		
(2) Delivery of mobile fire training unit to begin Monday, April 10, 2017 for final installation by Friday, April 21, 2017.		
Timeline Last Revised: 11/21/16		



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LAKE FAYETTEVILLE TRAILHEAD PARKING LOT

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TECHNICAL SPECIFICATIONS

CITY OF FAYETTEVILLE STANDARD SPECIFICATIONS FOR STREET AND DRAINAGE CONSTRUCTION

DOCUMENT 00120 – INVITATION TO BID

Contract Name: FIRE DEPARTMENT TRAINING FACILITY

City of Fayetteville Bid Number: 16-64, Construction – Fire Department Training Facility

Advertising Dates: 11/23/16 & 11/30/16

The City of Fayetteville, AR (City) is accepting sealed bids from properly licensed professionals for the construction of a 150' x 200' concrete pad and approximately 550 L.F. of concrete driveway. The project will include the installation of a bioretention basin, detention pond with outfall structure, culvert, and drainage pipe. The project will also include earthwork and stormwater pollution prevention.

Sealed bids shall be submitted in a sealed envelope or package labeled Bid 16-64. All bids shall be received by **Tuesday, December 13, 2016 before 2:00 PM, local time** to the City of Fayetteville, Purchasing Division – Room 306, Attention: Andrea Foren Rennie, 113 W Mountain, Fayetteville, Arkansas 72701. All bids will be opened and read aloud immediately following the deadline. Late bids will not be accepted.

A non-mandatory, pre-bid conference will be held on **Wednesday, November 30, 2016 at 2:00 PM, local time** at the City of Fayetteville Administration Building, City Hall, Room 326 at 113 W. Mountain St, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

Bidding documents and plans shall be obtained from the City of Fayetteville Purchasing Division electronically. Any questions concerning the bidding process should be addressed to Les McGaugh, at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220. No partial sets will be issued.

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. All vendors intending on bidding shall register as a plan holder. When registering as a plan holder, vendors shall submit primary contact information.

All bids shall be accompanied by a cashier's check, from a bank located in the State of Arkansas, or a corporate bid bond, in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City. Corporate bid bonds shall be from a reliable surety company and all bid bonds shall serve as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract. Bid guarantees shall be made payable to the City of Fayetteville, AR. Bidders shall have a valid Arkansas Contractor License at time of bid.

The successful bidder shall furnish a performance and payment bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the City, and file marked by the Washington County Circuit Clerk's Office is required with a contract awarded amount of \$20,000.00 or more.

DOCUMENT 00120 – INVITATION TO BID (continued)

The Bid shall be conditioned upon compliance with all applicable labor related requirements including the regulations and stipulations concerning equal employment opportunity, minority manpower utilization, affirmative action requirements, and minimum wage rates. Arkansas Department of Labor (ADL) Prevailing Wage Rates apply to this project. The awarded Contractor shall submit a “Statement of Intent to Pay Prevailing Wages” form to the ADL within 30 days of the Notice to Proceed.

The City reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the City because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

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

City of Fayetteville, AR (Owner)

By: Les McGaugh
Title: Purchasing Agent

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT:

Contract Name: FIRE DEPARTMENT TRAINING FACILITY

Date: _____

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company _____

Name _____

Address _____

Principal Office _____

Corporation, partnership, individual, joint
venture, other _____

Arkansas State General Contractor’s License Number

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for _____ years and has performed work of the nature and magnitude of this Contract for _____ years.
Bidder has been in business under its present name for _____ years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.)

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

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

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

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be
furnished by the following surety company and name and address of agent:

8. Bidder’s Workmen’s Compensation Experience Modifier Factor is: _____.

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder’s latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$_____
b.	_____	_____	\$_____

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

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

Date: _____, 20__

(OFFICIAL SEAL)

Name of Organization:

By _____

Title _____

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS:

ARTICLE 1 - INTRODUCTORY INFORMATION

1.01 DEFINED TERMS:

- A. Terms used in these Instructions to Bidders and which are defined in the GENERAL CONDITIONS, have the meanings assigned to them in the GENERAL CONDITIONS.
- B. Bid Documents shall include the following:
 - 1. Bidding Requirements:
 - a. Invitation to Bid.
 - b. Instructions to Bidders.
 - c. Bid Form.
 - d. Bid Bond.
 - 2. Contract Forms:
 - a. Agreement Between Owner and Contractor.
 - b. Performance Bond.
 - c. Labor and Material Payment Bond.
 - 3. Contract Conditions:
 - a. General Conditions.
 - b. Supplementary Conditions.
 - c. Labor-Related Regulations.
 - 4. Specifications.
 - 5. Drawings.
 - 6. Addenda issued prior to receipt of Bids.
- C. Certain additional items used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - 1. Bidder – one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.
 - 2. Issuing Office – the office from which the Bid Documents are to be issued and where the bidding procedures are to be administered.
 - 3. Successful Bidder – the lowest, responsible, and responsive Bidder to whom Owner on the basis of Owner’s evaluation as hereinafter provided makes an award.

1.02 COPIES OF BID DOCUMENTS:

- A. Complete sets of the Bid Documents in the number and for the purchase sum stated in the Invitation to Bid, may be obtained from the Issuing Office.
- B. Complete sets of Bid Documents shall be used in preparing Bids; neither Owner, nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Owner and Engineer in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

1.03 QUALIFICATION OF BIDDERS:

- A. Prequalification statements are not required. Owner will, however, evaluate the Bidder's qualifications following the opening of Bids. Evaluation criteria considered will include, but not be limited to:
 - 1. Experience and performance records on similar work.
 - 2. Financial responsibility.
 - 3. Ability to supply construction equipment and personnel to complete the Work within the Contract Time.
 - 4. Evidence of Bidder to do business in the state where the Project is located, or covenant to obtain such qualifications prior to award of the Contract.
- B. Bidders may be requested to submit financial statement and other information relating to experience and financial responsibility after bids are received and before awarding a contract.
- C. Only those Bids will be considered which are submitted by Bidders who show satisfactory completion of work of type and size comparable to the Work required by these Bid Documents.
 - 1. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid.
 - 2. See ARTICLE 5 – AWARD OF CONTRACT herein for additional requirements after opening of Bids.
- D. For all other projects, bidders must be licensed in the State of Arkansas and shall provide their license number on the Bid Form. Failure to provide license number could result in a non-responsive Bid.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- A. Before submitting a Bid, it is the responsibility of each Bidder:
 - 1. To thoroughly examine the Contract Documents and other related data identified in the Bid Documents (including "technical data" referred to below).
 - 2. To visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may in any manner affect cost, progress, and performance of the Work.
 - 3. To consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, and furnishing of the Work.
 - 4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
 - 5. To promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- B. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods,

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

techniques, sequences, or procedures of construction to be employed by Bidder, including safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. This shall include local shipping facilities and availability of lands if applicable.

- C. In the preparation of the Contract Documents, neither reports of explorations nor tests of any Hazardous Environmental Condition at the Site of the Work have been prepared.
- D. Access to the Site:
 - 1. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up, and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies.
 - 2. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of Materials and Equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
 - 3. Property owners affected by the Work are named on the Drawings where known, but the accuracy of such ownership is not guaranteed. Bidders shall verify and make their own arrangements with such property owners for any access needed in connection with the preparation of Bids.
- E. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this paragraph “Examination of Contract Documents and Site,” and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.05 INTERPRETATIONS, MODIFICATIONS, AND ADDENDA:

- A. Any Bidder who discovers ambiguities, inconsistencies, or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall promptly request an interpretation from Engineer. Interpretations or clarifications considered necessary by Engineer in response to such requests will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bid Documents.
- B. Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner or Engineer.
- C. It is the intent for the city not to issue any Addenda within the last 7 days before the date of opening Bids. However, an addendum that affects the time, date or location

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

of the bid opening may be issued as little as two (2) days before the date of opening bids.

- D. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

1.06 PREBID CONFERENCE:

A non-mandatory, pre-bid conference will be held on **Wednesday, November 30, 2016 at 2:00 PM, local time** at the City of Fayetteville Administration Building, City Hall, Room 326 at 113 W. Mountain St, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend

1.07 LABOR-RELATED REGULATIONS:

- A. Pursuant to Arkansas Code Annotated 22-9-203, the City of Fayetteville encourages all qualified minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified, small, minority, and women business enterprises.
- B. The Arkansas Department of Labor, by letter dated November 4, 2016 has determined that the Arkansas Prevailing Wage Law shall apply. A copy of this letter is included within these Contract Documents.

ARTICLE 2 - BASIS OF BIDDING

2.01 SPECIFIED EQUIPMENT AND MATERIALS:

- A. Substitutions will be considered only after the Effective Date of the Agreement and as set forth in the GENERAL CONDITIONS and SECTION 01631.

2.02 INDIRECT COSTS:

- A. Taxes:
1. All applicable sales, use, compensating, or other taxes to be paid or withheld by Bidder, now imposed by any taxing authority, on Equipment and Materials to be incorporated in the Work, and on any or all other cost items entering into the Contract Price, shall be included in the Bid price.
 2. The Bidder shall include all such taxes except those on Equipment and Materials, if any, furnished by Owner or others, or exempted by the state, and Bidder shall furnish taxing authorities any information or reports pertaining thereto as required.
- B. The cost of all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by Owner, shall be included in the Bid price.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

- C. The cost of all royalties and license fees on Equipment and Materials to be furnished and incorporated in the Work shall be included in the Bid price.
- D. Tests, inspections, and related activities called for throughout the Bid Documents are a responsibility of Contractor unless specified otherwise. The Bid shall include all costs arising from such responsibility.
- E. The cost of all electrical, water, gas, telephone, sanitary, and similar facilities and services required by Contractor in performing the Work shall be included in the Bid price unless specified otherwise.

2.03 SUBCONTRACTORS:

- A. No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.
- B. The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.
- C. No Contractor shall be required to employ any Subcontractor, other person, or organization against whom Contractor has reasonable objection. Owner or Engineer may accept or reject Subcontractors in accordance with Paragraph 6.05 of the GENERAL CONDITIONS.

2.04 CONTRACT TIMES:

- A. The number of days within which, or the dates by which, the Work is to achieve Substantial Completion and also final completion and be ready for final payment shall be as stated in the Agreement.
- B. Provisions for liquidated damages, if any, are as set forth in the Agreement.

ARTICLE 3 - BIDDING PROCEDURE

3.01 PREPARATION OF BID:

- A. One set of bound documents included with the purchased set of drawings and specifications shall be used for the Bid.
- B. The Bid Forms shall be filled out in detail in black ink and signed by the Bidder.
- C. Bids by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under his signature, and the official address of the partnership shall be shown below the signature.
- D. Bids by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- E. Names of all persons signing shall be printed below their signatures.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

- F. A power of attorney shall accompany the signature of anyone not otherwise authorized to bind the Bidder.
- G. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- H. The address to which communications regarding the Bids are to be directed shall be shown.

3.02 METHOD OF BIDDING:

- A. Bids will be received on a Unit Prices basis as set forth in the Bid Form.
- B. Firm Bids are required.
- C. Schedule of Unit Prices:
 - 1. The Bidder shall complete the “Schedule of Unit Prices” included in the Bid (and shall accept all fixed Unit Prices listed therein.)
 - 2. The total Bid price will be determined as the sum of the products of the estimated quantity of each item and the Unit Price set forth in the “Schedule of Unit Prices.” The final Contract Price shall be subject to adjustment according to final measured, used, or delivered quantities, and the Unit Prices set forth in the “Schedule of Unit Prices” will apply to such final quantities except that if quantities vary more than 25 percent above or below estimated quantities, Unit Prices will be subject to change by Change Order.

3.03 SUBCONTRACTORS INFORMATION SUBMITTED WITH BID:

- A. Bidders shall submit to Owner with the Bid, the List of Subcontractors contained in the Project Manual as Document 00430, completed with names of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. The list shall be supplemented by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, if requested by Engineer. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation as provided in Paragraph 6.05 of the General Conditions.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

3.04 **MANUFACTURERS SUBMITTED WITH BID:**

Not applicable.

3.05 **FORMS TO BE SUBMITTED:**

- A. The following forms shall be completed and submitted with the Bid:
 - 1. DOCUMENT 00400 BID FORM
 - 2. Bid Security as bank cashier's check, or Bid Bond (DOCUMENT 00410)
 - 3. DOCUMENT 00430, LIST OF SUBCONTRACTORS

3.06 **BID SECURITY:**

- A. Each Bid shall be accompanied by Bid security, payable to Owner, of the amount stipulated in the Invitation to Bid.
- B. The required security shall be in the form of a bank cashier's check or a Bid Bond on the form prescribed by the AIA, Document A310, or on similar form attached.
- C. Bid Bond shall be executed by a surety meeting the requirements set forth for "Surety Bonds" in the GENERAL CONDITIONS.
- D. Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required surety Bonds as set forth in the GENERAL CONDITIONS, whereupon Bid security will be returned. If the Successful Bidder fails to execute the Agreement and furnish the surety Bonds within 15 days after the date of Notice of Award, Owner may annul the Notice of Award, and Bid security of that Bidder will be forfeited to Owner.
- E. The Bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 10 days after the Effective Date of the Agreement and the required surety Bonds furnished, or the 91st day after the Bid opening. Bid security of other Bidders will be returned within 10 days of the bid opening.

3.07 **SUBMISSION OF BID:**

- A. Bids shall be submitted at the time and place designated in the Invitation to Bid.
- B. Bid Documents with accompanying Bid security and other required information shall be enclosed in an opaque sealed envelope marked with the following:
 - 1. Project name.
 - 2. Bid number.
 - 3. Name and address of Bidder.
 - 4. Contractor's license number (Not required for Federal Aid Projects).
- C. If the Bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

3.08 MODIFICATION OR WITHDRAWAL OF BIDS:

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE 4 - OPENING OF BIDS

4.01 OPENING OF BIDS:

- A. Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids will be made available to Bidders after the opening of Bids.
- B. All Bids shall remain open for a period of 90 days after Bids are opened, but Owner may, at his sole discretion, release any Bid and return the Bid security at any time prior to that date.

ARTICLE 5 - AWARD OF CONTRACT

5.01 OWNER’S RIGHT TO REJECT BIDS:

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, times, or changes in the Work and to negotiate Contract terms with the Successful Bidder. (Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.) Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

5.02 EVALUATION OF BIDS:

- A. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements (and such Alternates, Unit

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

Prices) and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner must accept Alternates in numerical order.

- B. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations is requested per Paragraph 5.02E of this document.
- C. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- E. Within 10 days after Bids are opened, and if requested by the Owner or the Engineer, the apparent Successful Bidder, and any other Bidder so requested, shall submit supplemental information including an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, proposed by the Bidder for consideration as specified in ARTICLE 3 paragraph 3.03 above. The use of Subcontractors listed by Bidder (Document 00430) and accepted by Owner prior to the Notice of Award will be required in the performance of the Work.
- F. Within 10 days after the Bids are opened, the apparent Successful Bidder, and any other Bidder so requested, shall submit an itemized breakdown of any lump sum portion of its Bid. This breakdown must include a separate item for each major category of work and each major piece of equipment. This breakdown may or may not be reflected in subsequent time schedule submittals.
- G. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of Project and Owner.

5.03 NOTICE OF AWARD:

- A. After considering the basis of award and evaluation of Bids, if the Contract is to be awarded, Owner shall within 90 days after the date of opening Bids notify the Successful Bidder of acceptance of his Bid (indicating which, if any, Alternate Bids have been accepted).

ARTICLE 6 - SIGNING OF AGREEMENT

- 6.01 When Owner gives Notice of Award to Successful Bidder, Engineer will issue the required number of unbound, unsigned counterparts of the Agreement and other Contract Documents to Successful Bidder.
- 6.02 Within 15 days thereafter, Contractor (Successful Bidder) shall sign all copies of the Agreement leaving the dates blank, insert the properly executed Bonds, power of attorney documents, and other required documents in the appropriate places, and deliver all copies to Owner.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

- 6.03 Within 10 days thereafter, Owner will execute all copies of the Agreement and insert the Date of Contract in the Agreement, Bonds, and power of attorney documents. Owner will provide the executed Contract Documents to Engineer for binding and distribution as required. Each duly executed counterpart will be accompanied by a complete set of Drawings with appropriate identification.

END OF DOCUMENT 00200



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4506 TRS: 800-285-1131

November 4, 2016

Matt Casey
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: FIRE TRAINING FACILITY
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Mr. Casey:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **16-254** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4506.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination

Date: 11/4/2016

Determination #: 16-254

Expires: 5/4/2017

Project: Fire Training Facility

Site:

City: Fayetteville, Arkansas

Project County: Washington

Survey#: 716-AH05

COUNTY(S) **Group**
Washington 5

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$11.45	\$1.92
Carpenter	\$16.75	
Concrete Finisher/Cement Mason	\$15.45	
Electrician/Alarm Installer	\$21.30	\$7.81
Ironworker (Including Reinforcing Work)	\$16.30	
Laborer	\$13.00	
Pipelayer	\$11.80	\$2.61
Asphalt Paving Machine	\$19.85	\$1.80
Backhoe - Rubber Tired (1 yard or less)	\$14.70	\$4.90
Bulldozer, finish	\$14.60	
Bulldozer, rough	\$16.30	
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	\$14.90	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	\$14.90	
Distributor	\$11.45	\$1.92
End Dump (Dump Truck)	\$14.15	
Front End Loader, finish	\$13.70	
Front End Loader, rough	\$14.35	\$0.59
Mechanic	\$14.70	
Roller	\$14.30	\$1.40
Scraper	\$11.45	\$1.92
Motor Patrol	\$11.45	\$1.92
Asphalt Screed Operator	\$19.20	\$2.35
Excavator/Trackhoe	\$18.75	
Asphalt Raker	\$15.45	\$1.55
Truck Driver (Excludes Dump Truck)	\$17.20	

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2016

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **FIRE TRAINING FACILITY
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 16-254** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

DOCUMENT 0400 –BID FORM

Contract Name: Fire Department Training Facility

Bid Number: 16-64, Fire Department Training Facility

BID TO:

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

BID FROM:

Bidder: _____

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder’s purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 00400 –BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

DOCUMENT 00400 –BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

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

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE 1

ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	511	Mobilization (Not to exceed 5% of total bid)	LS	1		
2		Insurance and Bonding	LS	1		
3	112	Trench & Excavation Safety Systems	LS	1		
4	201	Clearing, Grubbing & Demo	LS	1		

DOCUMENT 00400 –BID FORM (continued)**BID SCHEDULE 1**

ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
5	202	Unclassified Excavation (Plan Quantity)	CY	4300		
6	202	Select Embankment (Plan Quantity)	CY	3800		
7	203	Subgrade Preparation (Plan Quantity)	SY	4800		
8	204	4" Topsoil	SY	2300		
9	205	*Undercut and Stone Backfill	CY	100		
10	301	18" RCP Under Pavement Class IV	LF	20		
11	301	18" RCP Class III	LF	140		
12	301	24" RCP Class III	LF	50		
13	301	18" RCP FES	EA	1		
14	301	24" RCP FES	EA	2		
15	302	Detention Pond Outfall Structure	EA	1		
16	306	Rip Rap with Filter Blanket (1' depth)	SY	15		
17	401	8" Aggregate Base Course (Class 7)	SY	4800		
18	505	Seeding and Mulch	SY	2300		
19	505	Solid Sod	SY	1200		
20	509	Erosion Control	LS	1		
21	517	Tree Protection Fencing	LF	350		
22	601 602 704	6" Thick Wire Reinforced Concrete	SY	3415		

DOCUMENT 00400 –BID FORM (continued)

BID SCHEDULE 1

ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
23	503 601 705	6" Thick Concrete (Driveway)	SY	1165		
24	601 706	2' Diameter Reinforced Concrete Pier	VF	104		
25	701	Detention Pond	LS	1		
26	702	Water Quality Feature (Bioretention Basin)	LS	1		
27	702	Water Quality Feature (Bioretention Forebay)	LS	1		
28	703	Platanus Occidentalis (Sycamore)	EA	12		
29	703	Quercus Rubra (Red Oak)	EA	12		
30	703	Acer Saccharum (Sugar Maple)	EA	12		
31	707	2" Sch. 40 Electrical Conduit	LF	175		
*To be only used at the direction of the Engineer						

TOTAL AMOUNT BID \$_____

DOCUMENT 00400 –BID FORM (continued)

DEDUCTIVE ALTERNATE

The following is being requested to be offered as an alternate to the bid as a deduction. This alternate will result in the removal of the 6" Thick Concrete Driveway.

DEDUCTIVE ALTERNATE #1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
23	601	6" Thick Concrete (Driveway)	SY	-1165		

TOTAL AMOUNT BID (ALTERNATE #1) \$_____

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a **certified** or bank cashier's check or a Bid Bond and in the amount of _____ Dollars (\$_____).
 - B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 7 - COMMUNICATIONS

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

Email. _____

Phone No. _____

FAX No. _____

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on _____, 20____.

Arkansas State Contractor License No. _____.

Tax ID No. _____.

DUNS No. _____.

CAGE No. _____.

If Bidder is:

DOCUMENT 00400 –BID FORM (continued)

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 –BID FORM (continued)

A Corporation or LLC

Corporation Name: _____(SEAL)

State of Incorporation: _____

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

By: _____

(Signature – attach evidence of authority to sign)

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

END OF DOCUMENT 00400

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of _____ as Surety,
hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____
_____. Dollars (\$_____), for the payment of which
sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Fire Department Training Facility

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter
into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or
Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of Principal to enter such
Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not
to exceed the penalty hereof between the amount specified in said Bid and such larger amount for

DOCUMENT 00410 – BID BOND (continued)

which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

END OF DOCUMENT 00410

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

Fire Department Training Facility

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition		
SWPPP/Erosion Control		
Asphalt		
Concrete		
Landscaping		
Material Testing		
Other (designate)		

NOTE: This form shall be submitted with the sealed bid.

Bidder's Signature

END OF DOCUMENT 00430

DOCUMENT 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Fire Department Training Facility

Contract No.: 16-64, Fire Department Training Facility

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The construction of a 150' x 200' concrete pad and approximately 550 L.F. of concrete driveway. The project will include the installation of a bioretention basin, detention pond with outfall structure, culvert, and drainage pipe. The project will also include earthwork and stormwater pollution prevention.

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

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

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

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and

DOCUMENT 00500 – AGREEMENT (continued)

responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within **80** calendar days after the date when the Contract Times commence to run on January 17, 2017, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **120** calendar days after the date when the Contract Times commence to run.
- B. As a condition of the contract, Substantial Completion shall include the concrete piers, concrete pad, and the driveway being completed, cured and ready for installation of the Mobile Fire Training Structure on the fixed completion date of April 7, 2017. Additional days will not be considered.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated

DOCUMENT 00500 – AGREEMENT (continued)

damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

DOCUMENT 00500 – AGREEMENT (continued)

- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
- 2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

- D. Contractor has carefully studied all:
- (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings

DOCUMENT 00500 – AGREEMENT (continued)

identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

- 1. This Agreement.
- 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
- 3. Performance, Payment, and other Bonds.
- 4. General Conditions.

DOCUMENT 00500 – AGREEMENT (continued)

5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Fire Department Training Facility
8. Addenda numbers one (1) to two (2), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

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

DOCUMENT 00500 – AGREEMENT (continued)

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

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

8.05 FREEDOM OF INFORMATION ACT:

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for

DOCUMENT 00500 – AGREEMENT (continued)

non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR: _____ CITY OF FAYETTEVILLE _____

By: _____ By: Lioneld Jordan

Title: _____ Title: Mayor

(SEAL)

(SEAL)

Attest _____ Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. _____

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

DOCUMENT 00550 – NOTICE TO PROCEED

TO: _____ (Contractor)

Contract Name/Title: FIRE DEPARTMENT TRAINING FACILITY

Contract No: 16-64, Fire Department Training Facility

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on Tuesday, January 17, 2017. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement between Owner and Contractor, the date(s) of Substantial Completion and final completion ready for final payment are April 7, 2017 and May 18, 2017, respectively.

Before you may start any work at the Site, the General Conditions provide that you and Owner must each deliver to the other, (with copies to Engineer and other identified additional insureds) certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the Site, you must submit the following:

1. Preliminary construction progress schedule.
2. Preliminary schedule of Submittals.
3. Satisfactory evidence of insurance in accordance with the requirements of the General Conditions.
4. Temporary erosion control requirements as specified.
5. Maintenance of Traffic as specified.

DOCUMENT 00550 - NOTICE TO PROCEED: (continued)

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.

Dated this:

OWNER

By Matt Casey

Title Engineering Design Manager

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By _____

Title _____

Date _____, 20____

Copy to Engineer

(Use Certified Mail,

Return Receipt Requested)

END OF DOCUMENT 00550

DOCUMENT 00610 – PERFORMANCE BOND:

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of \$_____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **Fire Department Training Facility** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

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

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

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

Signed and sealed this _____ day of _____ 20____.

CONTRACTOR

(CORPORATE SEAL)

By: _____

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00610

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND:

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \$_____, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **Fire Department Training Facility** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 - 2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

- D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 20____.

CONTRACTOR

(CORPORATE SEAL)

By : _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00611

DOCUMENT 00700 – GENERAL CONDITIONS:

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DOCUMENT 00700 – GENERAL CONDITIONS:

This document is based upon Engineers Joint Contract Documents Committee “Standard General Conditions of the Construction Contract,” with modifications.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 CONTRACT DOCUMENTS:

1. The Contract Documents establish the rights and obligations of the parties and shall consist of the documents listed in DOCUMENT 00500, AGREEMENT.
- B. Reports and drawings of subsurface and physical conditions and approved Submittals by Contractor are not Contract Documents.
- C. Only printed or hard copies of items listed in subparagraph 1.01A are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.

1.02 DEFINITIONS:

- A. Wherever used in these General Conditions or elsewhere in the Contract Documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:
 1. “Addenda” - written or graphic changes or interpretations of the Contract Documents issued by Owner prior to the opening of Bids.
 2. “Agreement” - the written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 3. “Application for Payment” - the form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress and final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. “Asbestos” - any material that contains more than 1% asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. “Bid” - the formal offer of the Bidder submitted on the prescribed Bid Form together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.
 6. “Bidder” - any person, firm, or corporation submitting a Bid for the Work or their duly authorized representatives.
 7. “Change Order” - a written document signed by Owner and Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after execution of the Agreement.
 8. “Contract Drawings” - drawings and other data designated as Contract Drawings prepared by Engineer for this Contract which show the character and scope of the Work to be performed and are referred to in the Contract Documents.
 9. “Contract Price” - the total monies payable to Contractor under the Contract Documents as stated in the Agreement.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

10. “Contract Times” - the number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendations of final payment.
11. “Contractor” - the person, firm or corporation with whom Owner has entered into the Agreement.
12. “Date of Contract”, “Effective Date of the Agreement” - the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
13. “Engineer” or “Engineer-Architect” - Architect, engineer, or other licensed professional who is either employed or has contracted with Owner to serve in a design capacity and whose consultants, members, partners, employees, or agents have prepared and sealed the Drawings and Specifications.
14. “Engineer’s Consultant” - an individual or entity having a contract with Engineer to furnish services as Engineer’s independent professional associate or consultant with respect to the Project.
15. “Equipment” - a product with operational or nonoperational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
16. “Field Order” - a written order issued by Engineer which orders minor changes in the Work in accordance with Paragraph 9.05 but which does not involve a change in the Contract Price or the Contract Times.
17. “General Requirements” - Sections of DIVISION 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
18. “Hazardous Waste” - the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
19. “Law” - law of the place of the Project which shall govern the performance hereunder.
20. “Laws and Regulations,” “Laws or Regulations” - laws, rules, regulations, ordinances, codes and/or orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
21. “Lien” - charges, security interests, or encumbrances on Project funds, real property, or personal property.
22. “Materials” - products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
23. “Notice of Award” - the written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
24. “Notice to Proceed” - the written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor’s obligation under the Contract Documents.
25. “Owner” - the City of Fayetteville, Arkansas, a constitutionally chartered municipal corporation, with which the Contractor has entered into the Agreement and for whom the Work is to be provided.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 41. “Substantial Completion” - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it was intended.
- 42. “Supplementary Conditions” – part of the Contract Documents which amends and/or supplements these General Conditions.
- 43. “Supplier” - a manufacturer, fabricator, supplier, distributor, material man, or vendor.
- 44. “Underground Facilities” - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
- 45. “Unit Price Work” - Work to be paid on the basis of Unit Prices.
- 46. “Work” - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, the furnishing of Bonds and insurance, furnishing labor, and furnishing and incorporating Materials and Equipment into the construction, all as required by the Contract Documents.
- 47. “Work Change Directive” - a written directive to Contractor, issued on or after the effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Article 4 or to emergencies under Paragraph 6.13. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Paragraph 10.01B.
- 48. “Written Amendment” - a written amendment to the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement, and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.
- 49. “Year 2000 Compliance” or “Year 2000 Compliant” – means that equipment, devices, items, systems, software, hardware, and firmware included in the Work or used to produce the Work shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing) on and after December 31, 1999, including leap year calculations.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

1.03 TERMINOLOGY:

- A. Whenever used in these General Conditions or elsewhere in the Contract Documents, the following terminology shall have the intent and meaning specified below:
1. The words “as indicated” refer to the Drawings and “as specified” refer to the remaining Contract Documents.
 2. The terms “responsible” or “responsibility” mean that the party to which the term applies shall assume all responsibilities thereto.
 3. The term “approve”, when used in response to Submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Engineer’s responsibilities and duties or specified in these General Conditions. In no case will “approval” by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
 4. When applied to Equipment and Materials, the words “furnish”, “install”, and “provide” shall mean the following:
 - a. The word “provide” shall mean to furnish, pay for, deliver, assemble, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
 - b. The word “furnish” shall mean to secure, pay for, deliver to Site, unload and uncrate Equipment and Materials.
 - c. The word “install” shall mean to assemble, place in position, incorporate in the Work, adjust, clean, and make fit for use.
 - d. The phrase “furnish and install” shall be equivalent to the word “provide.”
 5. The word “day” shall constitute a calendar day of twenty-four hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS:

- A. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with Paragraph 5.01.

2.02 COPIES OF DOCUMENTS:

- A. Owner will furnish to Contractor copies of the Contract Documents as stated in the General Requirements.

2.03 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the 105th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

2.04 STARTING THE PROJECT:

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 BEFORE STARTING CONSTRUCTION:

- A. Before starting construction and undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- B. Within twenty days after the Effective Date of the Agreement, not before Contractor starts the Work at the Site, Contractor shall submit items as noted in Document 00550 – Notice to Proceed (and as specified) to Engineer for review.
- C. Further, before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with Paragraph 5.02 (and Owner shall deliver to Contractor certificates and other evidence of insurance requested by Contractor which Owner is required to purchase and maintain in accordance with Paragraph 5.02).

2.06 PRECONSTRUCTION CONFERENCE:

- A. Within 20 days after the Effective Date of the Agreement, but before Contractor starts the Work at the Site, a conference attended by Contractor, Engineer, and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.05B, to discuss procedures for handling Submittals, processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.07 FINALIZING SCHEDULES:

- A. A schedule shall be finalized in accordance with Specification SECTION 01321. The finalized construction progress schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Submittal submissions will be acceptable to Engineer if it provides a workable arrangement for processing the submissions.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 INTENT:

- A. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary; what

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Law of the place of the Project.

- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials, or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for, at no additional cost to the Owner.
 - 1. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or Equipment, such words shall be interpreted in accordance with that meaning.
 - 2. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.
 - 3. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Paragraph 9.04.
- C. If, during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer, however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- D. Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.
- E. The Specifications are separated into Divisions and Sections for convenience in defining the Work. Contract Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of Contract Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

3.02 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - 1. A formal Written Amendment.
 - 2. A Change Order (pursuant to Paragraph 10.01D).
- B. As indicated in Paragraphs 11.01B and 12.01A, Contract Price and Contract Times may only be changed by a Change Order or Written Amendment.
- C. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in the following way:
 - 1. A Field Order (pursuant to Paragraph 9.05).
 - 2. Engineer's written interpretation or clarification (pursuant to Paragraph 9.04).

3.03 OWNERSHIP AND REUSE OF DOCUMENTS:

- A. All Contract Documents and copies thereof furnished by Engineer shall be the property of the Owner.
- B. Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer; and they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS:

- A. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.
- B. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way, or easements entitles Contractor to an extension of the Contract Times, Contractor may make a claim therefor as provided in Article 12.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- D. Contractor shall confine his operations to the construction limits indicated.

4.02 UNFORESEEN SUBSURFACE CONDITIONS:

- A. Contractor shall promptly notify Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

specified or indicated, or which could be reasonably interpreted from examination of the Site and available subsurface information at the time of bidding.

- B. Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter, Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor and Owner.
- C. If Engineer and Owner find that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of bidding, then a Change Order will be issued by the Owner incorporating the necessary revisions.

4.03 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided:
 - 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,
 - 2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Paragraph 6.12 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.
- B. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Paragraph 6.13), identify the owner of such Underground Facility and give written notice thereof to that owner and Engineer. Engineer will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Paragraph 6.12. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

4.04 REFERENCE POINTS:

- A. Engineer will provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel. Contractor shall be responsible for any mistakes or loss of time that may result from their loss or disturbance.
- B. Contractor shall make such surveys as are required for establishing pay limits and determining quantities for progress pay estimates. He shall furnish Engineer with one copy each of all field notes of such surveys.

4.05 ASBESTOS, PCBS, PETROLEUM, HAZARDOUS WASTE, OR RADIOACTIVE MATERIAL:

- A. Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Owner shall not be responsible for any such materials brought to the Site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.
- B. Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by Paragraph 6.13), and (ii) notify Owner and Engineer (and thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.
- C. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

therefor as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- D. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.05D shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- E. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or relating to such hazardous condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this subparagraph 4.05E shall obligate Contractor to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- F. The provisions of Paragraphs 4.02 and 4.03 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS:

- A. Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is approved by Owner, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds shall be signed by an Arkansas Agent.
- B. The Bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- C. Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- D. Date of Bonds shall be the same as the Effective Date of the Agreement.
- E. If at any time during the continuance of the Contract, the surety on any Bond becomes unacceptable to Owner for financial reasons, Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of Owner within ten days after notice to do so.
 - 1. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01A, Contractor shall within five days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

5.02 **INSURANCE:**

- A. Contractor's Liability Insurance:
 - 1. Contractor and all of his subcontractors shall purchase and maintain such liability and other insurance as is appropriate for the Work being furnished and performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's furnishing and performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - a. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than Contractor's employees;
 - d. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
 - e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use therefrom;
 - f. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
 - g. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
 - 2. The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability specified or required by Law, whichever is greater.
 - a. Umbrella General Liability \$5,000,000
 - b. Workers' compensation Statutory (State and Federal Limits)

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- | | | |
|----|---|-------------------------|
| | Employer's Liability | \$500,000 each accident |
| c. | Commercial General Liability | |
| | (1) General Aggregate | \$2,000,000 |
| | (2) Products-Completed Operations Aggregate | \$2,000,000 |
| | (3) Personal & Advertising Injury Limit | \$1,000,000 |
| | (4) Each Occurrence Limit | \$1,000,000 |
| | (5) Fire Damage Limit | \$ 100,000 |
| | (6) Medical Expense Limit | \$ 5,000 |
| d. | Business Automobile Liability | |
| | (1) Any one loss or accident | \$1,000,000 |
- B. The policies of insurance so required by paragraph 5.02A to be purchased and maintained shall:
1. with respect to insurance required by Paragraphs 5.02A.1.c through 5.02A.1.g inclusive, include as additional insureds by endorsement (subject to customary exclusion in respect of professional liability) Owner, Engineer, and Engineer's Consultants, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability specified in Paragraph 5.02A.2 or required by Laws and Regulations, whichever is greater;
 3. with respect to insurance required by paragraphs 5.02A1.c through 5.02A1.g inclusive, include premises/operations, products, completed operations, independent contractors, and personal injury insurance,;
 4. include in the Commercial General Liability policy, contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.06, 6.10, and 6.16, and written for not less than the limits of liability and coverages specified above;
 5. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 days' prior written notice by certified mail has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued;
 6. provide Broad Form Property Damage coverage and contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, earthquake, flood, explosion, collapse of buildings, or damage to underground property;
 7. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;
 8. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment and Contractor shall furnish Owner and each other specified additional insured to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter;
 9. include Independent Contractors Protective Liability coverage; and

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

10. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be \$5, 000.
 11. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02A and any other liability insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be \$5,000.
- C. Owner's Protective Liability Insurance:
1. Contractor shall be responsible for purchasing and maintaining Owner's Protective Liability insurance with Owner, and Engineer as named insureds.
 2. This insurance shall have the same limits of liability as the Commercial General Liability insurance and shall protect Owner and Engineer against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, negligent acts or omissions of Contractor or Subcontractors or any agent, servant, worker, or employee of Contractor or Subcontractors arising from the operations under the Contract Documents.
 3. This insurance may be provided by endorsement to Contractor's Commercial General Liability insurance policy.
- D. Property Insurance:
1. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full insurable value thereof (subject to such deductible amounts as follows) or as required by Laws or Regulations. This insurance shall:
 - a. be on the completed value form and include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants, and the officers, directors, partners, employees, agent, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
 - b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and Equipment and Materials, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, terrorism, and such other perils (as flood, earthquake, explosions, collapse, underground hazard) or causes of loss as may be specifically required in the Contract Documents;
- c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals);
- d. cover Equipment and Materials stored at the Site or at another location that was agreed to in writing by Engineer prior to being incorporated in the Work, provided that such Equipment and Materials have been included in an Application for Payment recommended by Engineer;
- e. allow for partial utilization of the Work by Owner;
- f. include testing and startup;
- g. be maintained in effect until final payment (or the Owner assumes beneficial occupancy and agrees to provide insurance coverage for the facilities so occupied) is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days' written notice to each other additional insured to whom a certificate of insurance has been issued; and
- h. have a deductible amount of \$ 10,000.
- 2. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required by Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants in the Work, each of whom is deemed to have an insurable interest and shall be listed as insured or additional insured parties.
- 3. All policies of insurance required to be purchased and maintained in accordance with Paragraph 5.02D will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days' prior notice by certified mail has been given to Owner and Contractor and to each additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.02F below.
- 4. Copies of the policies shall be furnished for property insurance. Certificates will not be acceptable.
- E. Transit Insurance:
 - 1. Transit insurance shall be furnished by Contractor to protect Contractor and Owner from all risks of physical loss or damage to Equipment and Materials, not otherwise covered under other policies, during transit from point of origin to the Site of installation or erection.
 - 2. This insurance shall be written on an "All Risk" basis with additional coverages applicable to the circumstances that may occur in the particular Work included in this Contract.
 - 3. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
 - 4. This insurance shall contain a waiver of rights of subrogation the insurer may have or acquire against Engineer.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

F. Waiver of Rights:

1. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.02D will protect Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, and other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder; and if the insurers require separate waiver forms to be signed by Engineer or Engineer's Consultants, Owner will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor shall obtain the same.
2. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02D and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

G. Receipt and Application of Insurance Proceeds:

1. Any insured loss under the policies of insurance required by Paragraph 5.02D will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.02G.2. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied to account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
2. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection is made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties upon the occurrence of an insured loss.

- H. Acceptance of Insurance:
 - 1. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with Paragraph 5.02 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing thereof within 10 days of the date of delivery of such certificates and other evidence of insurance to Owner required by Paragraph 2.05C.
 - 2. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.
- I. Partial Utilization, Acknowledgment of Property Insurer:
 - 1. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.06, no such use or occupancy shall commence before the insurers providing property insurance pursuant to Paragraph 5.02D have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE:

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- B. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- C. When manufacturer's field services in connection with the erection, installation, start-up, or testing of Equipment furnished under this Contract, or instruction of Owner's personnel thereon are specified, Contractor shall keep on the Work, during its progress or as specified, competent manufacturer's field representatives and any necessary assistants.

6.02 LABOR, EQUIPMENT, AND MATERIALS:

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Engineer's written consent.
- B. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all Equipment and Materials, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- C. All Equipment and Materials shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish to Engineer satisfactory evidence (including reports of required tests) as to the kind and quality of Equipment and Materials. All Equipment and Materials shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to Engineer, or any of Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.10C and 9.10D.
- D. All Equipment and Materials incorporated in the Work shall be designed to meet the applicable safety standards of federal, state, and local Laws and Regulations.
- E. Domestic Product Procurement: Not Applicable.

6.03 ADJUSTING PROGRESS SCHEDULE:

- A. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.04 SUBSTITUTES OR “OR-EQUAL” ITEMS:

- A. Whenever an item of Equipment or Material is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitute is permitted, other items of Equipment or Material of other Suppliers may be submitted by Contractor to Engineer for review under the circumstances described below.
1. “Or-Equal” Items: If in Engineer’s sole discretion an item of Equipment or Material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For purposes of this Paragraph 6.04A.1, a proposed item of Equipment or Material will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
 - b. Contractor certifies that: (i) there is no increase in cost to Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.
 2. Substitute Items:
 - a. If in Engineer’s sole discretion an item of Equipment or Material proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.04A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of Equipment or Material proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of Equipment or Materials will not be accepted by Engineer from anyone other than Contractor.
 - c. The procedure for review by Engineer will be as set forth in Paragraph 6.04A.2.d, as may be supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall first make written application to Engineer for review of a proposed substitute item of Equipment or Material that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

application will state the extent, if any, to which the use of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.

- B. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to Engineer, if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Engineer will be similar to that provided in Paragraph 6.04A.2 as applied by Engineer and as may be supplemented in the General Requirements.
- C. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute or "or-equal" item. Engineer will be the sole judge of acceptability, and no substitute or "or-equal" will be ordered, installed, or used until Engineer's review is complete, which will be evidenced by either (i) a Change Order for a substitute, or (ii) an approved Submittal for an "or-equal." Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Engineer will record time required by Engineer and, Engineer's Consultants, in evaluating substitute proposed or submitted by Contractor pursuant to Paragraphs 6.04A.2 and 6.04B and in making changes in the Contract Documents or in the provisions of any other direct contract with Owner for work on the Project occasioned thereby. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of, Engineer, and Engineer's Consultants for evaluating each such proposed substitute.

6.05 **CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS:**

- A. Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated in Paragraph 6.05B), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of Equipment and Materials) to be submitted to Owner within the required time after Bid opening prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof, Owner's or Engineer's 'acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner, or Engineer and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.
- D. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer and contains waiver provisions as required by Paragraph 5.02F. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Paragraph 5.02D.

6.06 **PATENT FEES AND ROYALTIES:**

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 **PERMITS:**

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. Fees for permits issued by the City will be waived. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.08 **LAWS AND REGULATIONS:**

- A. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.02. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.09 **TAXES:**

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid or withheld by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.10 **USE OF PREMISES:**

- A. Contractor shall confine construction equipment, the storage of Equipment and Materials, and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with construction equipment or other equipment and materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at Law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

and other professionals, and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Engineer to the extent based on a claim arising out of Contractor's performance of the Work.

- B. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.
- C. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.11 RECORD DOCUMENTS:

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Test Records, Field Orders, and written interpretations and clarifications (issued pursuant to Paragraph 9.04) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Submittals shall be available to Engineer for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to Engineer for Owner.
- B. Receipt and acceptance of record documents will be a prerequisite for final payment on the Contract.

6.12 SAFETY AND PROTECTION:

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All employees on the Work and other persons and organizations who may be affected thereby;
 - 2. All the Work and Materials and Equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

in Paragraph 6.12A.2 or 6.12A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.09A that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- C. Contractor shall designate a responsible representative at the Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner and Engineer.

6.13 **EMERGENCIES:**

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued to document the consequences of the changes or variations.

6.14 **SUBMITTALS:**

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Engineer for review and acceptance by Engineer, in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Engineer to review the information as required.
- B. Before submission of each Submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.
- C. At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Submittal may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to Engineer for review and approval of each such variation.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- D. Engineer will review Submittals with reasonable promptness, but Engineer's review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
- E. Engineer's review and acceptance of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. Contractor shall in writing call Engineer's attention to each and every variation at the time of submission. Engineer will show approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Acceptance by Engineer shall not relieve Contractor from responsibility for errors or omissions in the Submittals.
- F. Where a Submittal is required by the Specifications, any related Work performed prior to Engineer's review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

6.15 **CONTINUING THE WORK:**

- A. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Engineer or Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.03 or as Contractor and Owner may otherwise agree in writing.

6.16 **INDEMNIFICATION:**

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:
 - 1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
 - 2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- B. In any and all claims against Owner or Engineer or any of their consultants, agents, or employees by any employee of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.16A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- C. The obligations of Contractor under Paragraph 6.16A shall not extend to the liability of Engineer, Engineer's Consultants, agents, or employees arising out of:
 - 1. The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications.
 - 2. The giving of or the failure to give communications by Engineer, their agents, or employees provided such giving or failure to give is the primary cause of injury or damage.
- D. If necessary for enforcement of any indemnification and hold harmless requirement herein, or if applicable law requires the Contractor to obtain specified limits of insurance to insure any indemnity obligation; then Contractor shall obtain such applicable coverage with minimum limits not less than any specified in Paragraph 5.02B herein, the cost to be recovered and included in the Contract Price, and any indemnity attributable to the negligence of any indemnified party shall be limited to such insurance.

ARTICLE 7 - OTHER WORK

7.01 RELATED WORK AT SITE:

- A. Owner may perform other work related to the Project at the Site by Owner's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.
- B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs; Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected.
- C. If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner or Owner, Contractor shall inspect

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

and promptly report to Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

7.02 **COORDINATION:**

- A. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the General Requirements, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 **COMMUNICATIONS:**

- A. Owner shall issue all communications to Contractor through Engineer.

8.02 **CHANGE OF ENGINEER :**

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such appointment shall be addressed as discussed in Article 16.

8.03 **REQUIRED DATA:**

- A. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.04A and 14.09A.

8.04 **LANDS AND EASEMENTS:**

- A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.04.

8.05 **INSURANCE:**

- A. Owner's responsibilities in respect of purchasing and maintaining insurance are set forth in Paragraph 5.02.

8.06 **CHANGE ORDERS:**

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.01.

8.07 **INSPECTIONS AND TESTS:**

- A. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.03B.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

8.08 **STOPPING THE WORK:**

- A. In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.06 and 15.02. Paragraph 15.02A deals with Owner's right to terminate services of Contractor under certain circumstances.

8.09 **LIMITATIONS ON OWNER'S RESPONSIBILITIES:**

- A. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 **OWNER'S REPRESENTATIVE:**

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Engineer.

9.02 **VISITS TO SITE:**

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-Site observations as an experienced and qualified design professional, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

9.03 **PROJECT REPRESENTATION:**

- A. Engineer may furnish Resident Project Representative and assistants to assist Owner and Engineer in observing the performance of the Work.
 - 1. Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to Engineer at his home office.
 - 2. Communications pertaining to day-to-day operations at the Site shall be directed to Resident Project Representative.
 - 3. Resident Project Representative and his assistants will conduct observations of the Work in progress to assist Engineer in determining that the Work is proceeding in accordance with the Contract Documents.
 - 4. Resident Project Representative will not have authority to permit any deviation from the Contract Documents, except with concurrence of Owner and Engineer.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

9.04 **CLARIFICATIONS AND INTERPRETATIONS:**

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 11 or Article 12.

9.05 **AUTHORIZED VARIATIONS IN WORK:**

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner, and also on Contractor who shall perform the Work involved promptly.

9.06 **REJECTING DEFECTIVE WORK:**

- A. Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.05B, whether or not the Work is fabricated, installed, or completed.
- B. Resident Project Representative will have authority, subject to final decision of Engineer, to disapprove or reject any defective workmanship, Equipment, or Material.

9.07 **SUBMITTALS, CHANGE ORDERS, AND PAYMENTS:**

- A. In connection with Engineer's responsibility for Submittals, see Paragraph 6.14.
- B. In connection with Engineer's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with Engineer's responsibilities in respect of Applications for Payment, see Article 14.

9.08 **DETERMINATIONS FOR UNIT PRICES:**

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon to the Owner. Engineer will provide approval by recommendation of an Application for Payment to the Owner or return Application to Engineer for further review.
- B. Engineer's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Engineer written notice of intention to appeal such a decision.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

9.09 DECISIONS ON DISPUTES:

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Engineer in writing with a request for a formal decision in accordance with this Paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto, and written supporting data shall be delivered to Engineer and the other party within 60 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim. Owner may request written review by Engineer of claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.
- B. When functioning as interpreter and judge under Paragraphs 9.08 and 9.09A, Engineer will not show partiality to Owner or Contractor and Engineer will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

9.10 LIMITATIONS ON ENGINEER’S RESPONSIBILITIES:

- A. Neither Engineer’s authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- B. Whenever in the Contract Documents the terms “as directed”, “as required”, “as allowed”, “as approved”, or terms of like effect or import are used, or the adjectives “reasonable”, “suitable”, “acceptable”, “proper”, or “satisfactory” or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.10C or 9.10D.
- C. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

- D. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- E. The presence or absence of Engineer, or any of their representatives will not act to relieve Contractor of any responsibility or of any guarantee of his performance. Neither will observation by Engineer, or any of their representatives in any way be understood to relieve Contractor of any responsibility for proper supervision of the Work at all times.
- F. Review by Engineer of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.08A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- G. The limitations upon authority and responsibility set forth in this Paragraph 9.10 shall also apply to Engineer's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK

10.01 GENERAL:

- A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or a shortening of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or 12.
- C. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in Paragraphs 3.02A and 3.02C, except in the case of an emergency as provided in Paragraph 6.13 and except in the case of uncovering Work as provided in Paragraph 13.05B.
- D. Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:
 - 1. Changes in the Work which are ordered by Owner pursuant to Paragraph 10.01A, are required because of acceptance of defective Work under Paragraph 13.09 or correcting defective Work under Paragraph 13.10, or are agreed to by the parties;

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
 3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 9.09A, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.15.
- E. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.01 GENERAL:

- A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order or a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by Engineer in accordance with Paragraph 9.09A if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.01B.
- C. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 1. Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of Unit Prices to the quantities of the items involved (subject to the provisions of Paragraphs 11.05A through 11.05C, inclusive).
 2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.03A.2.a).
 3. On the basis of the Cost of the Work (determined as provided in Paragraphs 11.02A and 11.02B) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraphs 11.03A and 11.03B).

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

11.02 COST OF THE WORK:

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.02B.
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the Site. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all Equipment and Materials furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Paragraph 11.03A.2.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
 - i. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with Paragraph 5.02D.4.
- B. The term Cost of the Work shall not include any of the following:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.02A.1 or specifically covered by Paragraph 11.02A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work, and charges against Contractor for delinquent payments.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.02A.5.i above).
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.02A.

11.03 CONTRACTOR’S FEE:

- A. The Contractor’s Fee allowed to Contractor for overhead and profit shall be determined as follows:
 1. A mutually acceptable fixed fee; or if none can be agreed upon,
 2. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.02A.1 and 11.02A.2, the Contractor’s Fee shall be 10%(negotiable with Owner);
 - b. For costs incurred under Paragraph 11.02A.3, the Contractor’s Fee shall be 5%; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be 10%(negotiable with Owner);
 - c. Where one or more tiers of subcontracts are on the basis of the Cost of the Work Plus a Fee and no fixed fee is agreed upon, the intent of Paragraphs 11.03A and 11.02A.1 through A.3 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by such Subcontractor under Paragraphs 11.02A.1 and 11.02A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor.
 - d. No fee shall be payable on the basis of costs itemized under Paragraph 11.02A.4, 11.02A.5 and 11.02B;
 - e. The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor’s Fee by an amount equal to 10% of the net decrease; and
 - f. When both additions and credits are involved in any one change, the adjustment in Contractor’s Fee shall be computed on the basis of the net change in accordance with Paragraphs 11.03A.2.a through 11.03A.2.d, inclusive.
- B. Whenever the cost of any Work is to be determined pursuant to Paragraph 11.02A or 11.02B, Contractor will submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.04 CASH ALLOWANCES:

- A. Not applicable.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

11.05 UNIT PRICE WORK:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with Paragraph 9.08.
- B. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- C. Where the quantity of any item of Unit Price Work performed by Contractor exceeds the estimated quantity of such item indicated in the Agreement by twenty-five percent or more and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

11.06 RIGHT OF AUDIT:

- A. Owner shall have the right to inspect and audit all of Contractor's books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating to the Work, and Contractor shall preserve all such records and supporting documentation for a period of three years after date of Final Payment. Contractor hereby grants to Owner the authority to enter Contractor's premises for the purpose of inspection of such records and supporting documentation or, at Contractor's option, Contractor may make such records and supporting documentation available to Owner at a location satisfactory to Owner.
- B. All of the records and supporting documentation shall be open to inspection and subject to audit and reproduction by Owner or its authorized representative for any and all purposes, including but not limited to (i) compliance with the Contract Documents; (ii) proper pricing of Change Orders; and (iii) claims submitted by or against Contractor or any Subcontractor or Supplier in connection with any performance under the Contract Documents.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.01 GENERAL:

- A. The Contract Times may only be changed by a Change Order or a Written Amendment. Contractor, in undertaking to complete the Work within the Contract Times, shall take into consideration and make allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing equipment or materials or workmen or otherwise.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- B. Adjustments to the Contract Times will be made for delays in completion of the Work from causes beyond Contractor's control, including the following:
1. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
 2. Unusual delay in fabrication or shipment of Equipment or Materials required in the Work, whether ordered by Contractor or furnished by Owner or others under separate contract.
 3. Strikes and other labor disputes.
 4. Delays caused by court proceedings.
 5. Change Orders.
 6. Neglect, delay, or default of any other contractor employed by Owner.
 7. Unusual construction delays resulting from weather conditions abnormal to the geographical area and to the season of the year such as above normal continuous days of precipitation, above normal amount of precipitation within a 24 hour period, or above normal days of extreme cold or hot temperature conditions affecting installation / application due to manufacturers or specifications limitations. These conditions will not be cause for extensions of time if abnormal weather conditions do not affect the stage of construction. All claims for extension of time due to abnormal weather conditions must be substantiated with evidence from a weather bureau or other authoritative source. Weather conditions normal to the geographical area and to the season of the year shall be taken into consideration in the Bid. Normal conditions shall be defined as the average number of days, amounts, or both over a 5-year period averaged per season.
 8. Conflicts, errors or discrepancies in the Contract Documents reported to Engineer as provided in these General Conditions.
 9. Any failure or delay by Contractor in supplying equipment, materials, work, or services that are Year 2000 compliant or failure or delay by Contractor's Subcontractors or Suppliers in providing equipment, materials, work, or services as a result of Subcontractors' or Suppliers' lack of Year 2000 compliance in their own operations, systems, or processes used to provide or deliver equipment, material, work, or services shall not be considered to be caused by events beyond Contractor's control. Such Year 2000 compliance problems shall not constitute a basis for delay in completion of the Work, adjustment to the Contract Times, or an excuse for Contract nonperformance.
- C. Owner shall award extensions of the Contract Times on account of such causes of delay, provided that adequate evidence is presented to enable Engineer to determine with exactness the extent and duration of delay for each item involved.
- D. No extension to the Contract Times will be granted for delays involving only portions of the Work, or which do not directly affect the time required for completion of the entire Work.
- E. Any claim for an extension to the Contract Times shall be delivered in writing to Owner and Engineer within ten days of the occurrence of the event giving rise to the claim. All claims for adjustment to the Contract Times will be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change to the Contract Times resulting from any such claim will be incorporated in a Change Order or a Written Amendment.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- F. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 WARRANTY AND GUARANTEE:

- A. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.
- B. No provision in the Contract Documents nor any specified guarantee time limit shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the Law.
- C. All Equipment and Materials furnished by Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to Engineer with other Submittals. Engineer will transmit such guarantees to Owner for review.

13.02 ACCESS TO THE WORK:

- A. Engineer and Engineer's representatives, other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide proper and safe conditions for such access.

13.03 TESTS AND INSPECTIONS:

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03C and 13.03D below;
 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.05B shall be paid as provided in said Paragraph 13.05B; and
 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, testing, or approval.
- D. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

- E. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Engineer if so specified).
- F. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
- G. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

13.04 DEFECTIVE WORK:

- A. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents.
- B. Any defective Work may be disapproved or rejected by Engineer at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.
- C. Prompt notice will be given by Engineer to Contractor of defects as they become evident.

13.05 UNCOVERING WORK:

- A. If any Work is covered contrary to the written request of Engineer, it shall, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

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13.06 OWNER MAY STOP THE WORK:

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

13.07 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

- A. If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the Site and replace it with nondefective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

13.08 TWO-YEAR WARRANTY AND CORRECTION PERIOD:

- A. If within two years after the Date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of Equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.09 ACCEPTANCE OF DEFECTIVE WORK:

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner and, prior to Engineer's recommendation of final payment, also Engineer prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.10 OWNER MAY CORRECT DEFECTIVE WORK:

- A. If Contractor fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.07, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously.
- B. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment, and machinery at the Site and incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.
- C. Contractor shall allow Owner, Owner's representatives, agents, and employees such access to the Site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph.
- D. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- E. Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 SCHEDULE OF VALUES:

- A. The schedule of values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 APPLICATION FOR PROGRESS PAYMENT:

- A. Not later than the 15th day of each month, or on the next business day thereafter, (but not more often than once a month), Contractor shall submit to Engineer for review an

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Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

- B. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
- C. If payment is requested on the basis of Equipment and Materials not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the Equipment and Materials free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the Equipment and Materials are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- D. The amount of retainage with respect to progress payments will be as stipulated in Paragraph 14.04G.

14.03 CONTRACTOR'S WARRANTY OF TITLE:

- A. Contractor warrants and guarantees that title to all Work, Materials, and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

- A. Engineer will, within seven days after receipt of each Application For Payment, either indicate in writing a recommendation of payment and present the Application to Owner (subject to the provisions of the last sentence of Paragraph 14.04D), or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. After the required internal reviews and processing by the Owner, the Owner will diligently proceed to make payment to the Contractor, in accordance with the approved payment request, within 30 days. All efforts will be made to make payments within the 30 day period, but the Owner cannot guarantee the 30 days maximum time.
- B. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-Site observations of the Work in progress as experienced and qualified design professionals and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.08, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount

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recommended. However, by recommending any such payment, Engineer will not thereby be deemed to have represented that exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents, or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or Owner to withhold payment to Contractor.

- C. Engineer's recommendation of final payment will constitute an additional representation by Engineer to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.09 have been fulfilled.
- D. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - 1. The Work is defective, or completed Work has been damaged requiring correction or replacement.
 - 2. Written claims have been made against Owner or Liens have been filed in connection with the Work.
 - 3. The Contract Price has been reduced by Written Amendment or Change Order
 - 4. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.10,
 - 5. Of Engineer's 'actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02B.
 - 6. Of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents.
 - 7. Contractor's failure to make payment to Subcontractors, or for labor, Materials, or Equipment, or
 - 8. Engineer shall not certify payments requesting more than eighty (80) percent of the Contract amount until such time as all operation, maintenance, repair, and replacement manuals, and product data has been furnished by the Contractor to the Owner.
- E. Owner may refuse to make payment of the full amount recommended by Engineer because claims have been made against Owner on account of Contractor's performance of furnishing of the Work, or Liens have been filed in connection with the Work, or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.
- F. When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.
- G. Progress payments will be in the amount of 90% of the amount of the Work completed and 100% of Equipment and Materials suitably stored and documented as indicated on the Application for Payment less the sum of all previous payments. When the amount retained by Owner becomes equal to 5% of the Contract Price, the remaining progress payments will be made in full, provided Contractor's performance is satisfactory in the opinions of Engineer and Owner.

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14.05 SUBSTANTIAL COMPLETION:

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Within a reasonable time thereafter, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which will fix the Date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
- C. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties.
- E. Unless Owner and Contractor agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- F. Owner shall have the right to exclude Contractor from the Work after the Date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.06 PARTIAL UTILIZATION:

- A. Use by Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and useable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such list to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work, which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.
3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of Paragraph 5.02I in respect of property insurance.

14.07 FINAL INSPECTION:

- A. Upon written notice from Contractor that the Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner, Engineer, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.08 FINAL APPLICATION FOR PAYMENT:

- A. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents

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- all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.11), Contractor may make application for final payment following the procedure for progress payments.

- B. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a Lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

14.09 FINAL PAYMENT AND ACCEPTANCE:

- A. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within fourteen days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon, Engineer will give written notice to Owner and Contractor that the Work is acceptable (subject to the provisions of Paragraph 14.11). Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to Owner of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by Owner to Contractor.
- B. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. The written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- C. The Final Pay Estimate will include all sums remaining to be paid.

14.10 CONTRACTOR'S CONTINUING OBLIGATION:

- A. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 14.09, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents (except as provided in Paragraph 14.11).

14.11 **WAIVER OF CLAIMS:** The making and acceptance of final payment will constitute:

- A. A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Paragraph 14.07, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and
- B. A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

14.12 **INTEREST:** NOT APPLICABLE.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 **OWNER MAY SUSPEND WORK:**

- A. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor, and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if Contractor makes an approved claim therefor as provided in Articles 11 and 12.

15.02 **OWNER MAY TERMINATE:**

- A. Upon the occurrence of any one or more of the following events:
 - 1. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state Law in effect at such time relating to the bankruptcy or insolvency;
 - 2. If a petition is filed against Contractor under any chapter of the bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state Law in effect at the time relating to bankruptcy or insolvency;
 - 3. If Contractor makes a general assignment for the benefit of creditors;
 - 4. If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
5. If Contractor admits in writing an inability to pay its debts generally as they become due;
 6. If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable Equipment or Materials or failure to adhere to the progress schedule established under Paragraph 2.07 as revised from time to time);
 7. If Contractor disregards Laws or Regulations of any public body having jurisdiction;
 8. If Contractor disregards the authority of Engineer; or
 9. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents;
- B. Owner may, after giving Contractor (and the surety, if there be one) ten days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the Site and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to Contractor by Owner will not release Contractor from liability.
- D. Upon ten days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect, and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs).

15.03 CONTRACTOR MAY STOP WORK OR TERMINATE:

- A. If, through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Contractor any sum finally determined

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to be due, then Contractor may, upon ten days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon ten days' written notice to Owner and Engineer stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.01 RESOLUTION OF CLAIMS AND DISPUTES

- A. Contractor's claims against Owner will be reviewed by Engineer, who shall take one or more of the following actions within ten (10) days after receipt of a claim:
 - 1. Request additional supporting data from the claimant;
 - 2. Submit a schedule to Contractor indicating reasonable time within which Engineer expects to take action;
 - 3. Reject the Claim in whole or in part, stating reasons for rejection;
 - 4. Recommend approval of the claim; or
 - 5. Suggest a compromise.
- B. Owner's claims against Contractor will be reviewed by Contractor who shall take one or more of the following actions within ten (10) days after receipt of the Claim:
 - 1. Request additional supporting data from Engineer;
 - 2. Submit a schedule to the Engineer indicating a reasonable time within which Contractor expects to take action;
 - 3. Deny the claim in whole or in part, stating reasons for denial;
 - 4. Recommend approval of the claim; or
 - 5. Suggest a compromise.
- C. If a claim has been resolved, the Owner will prepare or obtain appropriate documentation.
- D. If a claim has been denied or if no action has been taken in the manner provided in Paragraphs 16.01A or 16.01B, then the claimant, within ten (10) days thereafter, may notify the Owner, the other party, and Contractor's surety that Engineer and Contractor have been unable to resolve the claim. In that event, the Owner, pursuant to Paragraph 16.01E shall review the claim and make a decision on the claim.
- E. If a claim is presented to the Owner, then the Owner shall review the claim and make a decision within fourteen (14) days.
- F. Disputes that cannot be settled through negotiation or the procedures in Paragraphs 16.01A through 16.01E above, shall be settled as mutually agreed or in a court of competent jurisdiction within the State of Arkansas.
- G. Arbitration shall not be used in the settlement of disputes.

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ARTICLE 17 - MISCELLANEOUS

17.01 GIVING NOTICE:

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 COMPUTATION OF TIME:

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the Law of the applicable jurisdiction, such day will be omitted from the computation.
- B. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

17.03 CLAIMS, CUMULATIVE REMEDIES:

- A. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.16A, 13.01, 13.08, 13.10, 14.03, and 15.02A and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

17.04 FREEDOM OF INFORMATION ACT:

- A. City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

END OF DOCUMENT 00700

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01110 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 **SUMMARY:**

- A. This Section summarizes the Work covered in detail in the complete Contract Documents.
- B. Owner: The City of Fayetteville, Arkansas, 113 West Mountain Street, Fayetteville, AR 72701 is contracting for Work described in the Contract Documents.
 - 1. Contract Identification: **Fire Department Training Facility**
 - 2. Location: Fayetteville, Arkansas.
- C. Engineer: The Contract Documents were prepared by City of Fayetteville Engineering Division

1.02 **PROJECT DESCRIPTION:**

The Contract includes, but is not limited to, the construction of a 150' x 200' concrete pad and approximately 550 L.F. of concrete driveway. The project will include the installation of a bioretention basin, detention pond with outfall structure, culvert, and drainage pipe. The project will also include earthwork and stormwater pollution prevention.

1.03 **WORK BY OTHERS:**

- A. Work Under Other Contracts: None. (FILL IN AS REQD)
- B. Work by Owner: None.
- C. Other Activities: None

1.04 **CONTRACTOR'S USE OF PREMISES:**

- A. Exclusive Use: During the construction period, Contractor shall have full use of the premises for execution of the Work. Use of premises is limited only by Owner's right to perform duties and functions as stated in the GENERAL CONDITIONS and in this Section.

1.05 **OWNER'S USE OF PREMISES:**

- A. Partial Owner Occupancy: The Owner reserves the right to occupy completed areas of the contract, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such partial occupancy shall not constitute acceptance of the total Work.

SECTION 01110 – SUMMARY OF WORK (continued)

1.06 WORK SEQUENCE:

- A. General: Construction sequence shall be determined by Contractor subject to Owner's need for continuous operation of existing facilities, and subject to the requirements as indicated or specified.
- B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present facilities will not be disrupted. Shutdown of Owner's operating facilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Owner who shall have control over the timing and schedules of such shutdowns.

1.07 PREORDERED EQUIPMENT AND MATERIALS:

None.

1.08 MEASUREMENT AND PAYMENT:

- A. Unit Price Contracts: All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the "Unit Price Schedule" in the Agreement. A Unit Price is an amount proposed by Contractor and stated in the Agreement as a price per unit of measurement for materials or services.
- B. Specific Items: Measurement and payment of specific items shall be as specified in each applicable Section of the TECHNICAL SPECIFICATIONS.

1.09 COPIES OF DOCUMENTS:

- A. Furnished Copies: After execution of Agreement, Contractor will be furnished at no cost, a maximum of three (3) sets of Contract Documents consisting of full-size Contract Drawings including revised Drawings and the Project Manual, in addition to those used in execution of the Agreement.
- B. Additional Copies: Additional copies of above documents will be supplied by Engineer upon request of Contractor and approval of Owner.

1.10 LIST OF DRAWINGS (AND SCHEDULES):

- A. Contract Drawings:
 - 1. Each sheet of the Contract Drawings bears the following general title: Fire Department Training Facility
 - 2. Individual sheet numbers and titles are as stated on SHEET INDEX.
- B. Reference Drawings:
 - 1. Reference Drawings included with the set of Contract Drawings are as stated on SHEET INDEX.

1.11 SCHEDULE OF OWNER-SUPPLIED EQUIPMENT AND MATERIALS:

None.

SECTION 01110 – SUMMARY OF WORK (continued)

PART 2 - PRODUCTS – NOT APPLICABLE.

PART 3 - EXECUTION – NOT APPLICABLE.

END OF SECTION 01110

SECTION 01250-CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Minor changes in the Work.
 - 2. Proposal request.
 - 3. Work Change Directive.
- B. Related Sections:
 - 1. DOCUMENT 00700 – GENERAL CONDITIONS.
 - 2. Supplementary Conditions.

1.02 MINOR CHANGES IN THE WORK

- A. Engineer will advise Contractor of minor changes in Work not involving an adjustment to Contract Price or Contract Times as authorized by the DOCUMENT 00700 – GENERAL CONDITIONS, Subparagraph 9.05 by issuing Field Orders.

1.03 PROPOSAL REQUEST

- A. Owner-Initiated Proposal Requests:
 - 1. ENGINEER may issue a Proposal Request, including detailed descriptions of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time.
 - a. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - b. Proposal Requests issued by ENGINEER are for information only. Do not consider them instructions either to stop Work in progress or to execute the proposed change.
 - 2. CONTRACTOR shall submit cost proposal, including any request for an extension in Contract Times, within 14 days of receipt of Proposal Request.
 - 3. In order to facilitate checking of CONTRACTOR's proposals for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials, and Subcontracts. Labor and materials shall be itemized in a manner acceptable to the Engineer. Where major cost items are Subcontracts, they shall be itemized also. Document each proposal for a change in cost or time with sufficient data to support computations, including the following:
 - a. Include list of quantities of Products, labor, and equipment required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Indicate amounts for insurance and bonds.
 - d. Indicate amounts for Contractor's overhead and profit.
 - e. Include justification for any change in Contract Time.
 - f. Include credit for deletions from Contract, similarity documented.

SECTION 01250- CONTRACT MODIFICATION PROCEDURES (continued)

- g. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
 - (1) Use available total float before requesting an extension of the Contract Time.
- 4. On Owner's approval of a proposal request, Engineer will issue Change Orders for signatures by Owner and Contractor as provided in the DOCUMENT 00700 – GENERAL CONDITIONS.
 - a. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values accordingly.

1.04 WORK CHANGE DIRECTIVE

- A. Engineer may issue a Work Change Directive, signed by Owner and Engineer, including detailed descriptions of changes, and identifying method for determining any change in Contract Price or Contract Time, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Contractor shall promptly execute the change.
 - 2. Work Change Directives shall be issued on Owner's standard form.
- B. Contractor shall maintain detailed records for changes in the Work performed on a time and material basis.
 - 1. Submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. Engineer will issue Change Order CONDITIONS.
- D. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values for signatures by Owner and Contractor as provided in DOCUMENT 00700 – GENERAL accordingly.

PART 2 - PRODUCTS NOT USED

PART 3 - PART 3 – EXECUTION NOT USED

END OF SECTION 01250

SECTION 01270 – UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Submission procedures.
 - 2. Changes of Contract Sum.
 - 3. Description of Unit Prices.
- B. Related Sections:
 - 1. DOCUMENT 00400– BID FORM.
 - 2. DOCUMENT 00500 –AGREEMENT.
 - 3. DOCUMENT 00700 – GENERAL CONDITIONS..

1.02 SUBMISSION PROCEDURES

- A. Insert on DOCUMENT 00400 – BID FORM, Unit Prices for Work or materials listed in this Section.
 - 1. Such Unit Prices shall apply for additions and deletions.

1.03 CHANGES TO CONTRACT SUM

- A. Unit Prices shall constitute full compensation or credit, as the case may be, for the complete provision, fabrication, and installation of each item listed in this Section based solely on Work in place, including all necessary labor, product, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete the Work in place, and including insurance, overhead, profit and supervision.
- B. The Unit Prices are listed on DOCUMENT 00400 – BID FORM, and will apply to the net change on any given change to the scope of Work.
- C. Unit Prices accepted by the Owner and Contractor shall be identified in the Owner-Contractor Agreement.
- D. Contractor shall take measurements and compute quantities for which Unit Price items are applicable.
 - 1. Engineer will verify measurements and quantities.
 - a. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as the Engineer requires.
 - 2. Final payment for Work governed by Unit Prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the Unit Price for Work which is incorporated in or made necessary by the Work.
 - 3. Payment will not be made for any of the following:
 - a. Products wasted or disposed of in a manner unacceptable to Engineer.
 - b. Products which Engineer determines as unacceptable before or after installation.
 - c. Product not completely unloaded from the transporting vehicle.
 - d. Products installed beyond the lines and levels of the required Work.
 - e. Products not installed after completion of Work.
 - f. Loading, hauling, and disposing of rejected Products.

SECTION 01270 – UNIT PRICES (continued)

1.04 **DESCRIPTION OF UNIT PRICES**

Measurement and Payment of specific items shall be as specified in each applicable section of the TECHNICAL SPECIFICATIONS.

PART 2 - PART 2 – PRODUCTS

NOT USED

PART 3 - PART 3 – EXECUTION

NOT USED

END OF SECTION 01270

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Schedule of values.
 - 2. Applications for payment.
- B. Related Sections:
 - 1. DOCUMENT 00700 – GENERAL CONDITIONS.

1.02 APPLICATIONS FOR PAYMENT

- A. Format: Document 01290.01 supported by Document 01290.02 or other approved format.
 - 1. Owner will provide Contractor an electronic copy of Documents 01290.01 and 01290.02.
- B. Payment Period: As specified under DOCUMENT 00700 – GENERAL CONDITIONS Article 14.
- C. Preparation of Applications:
 - 1. Present required information in typewritten form.
 - 2. Execute application by signature of authorized officer of Contractor's firm.
 - 3. Indicate dollar value in each column of each line item for portion of Work completed through the last day of the application period, and for products properly stored in accordance with the Contract Documents through the last day of the previous application period.
 - 4. Round off dollar values to nearest dollar.
 - 5. Complete every entry on form.
 - 6. Indicate each authorized Change Order as separate items on continuation sheet.
 - a. List by appropriate Change Order Number.
 - b. Indicate dollar value breakdown of each Change Order by each applicable Project Manual Section.
- D. Submittal Procedure:
 - 1. Comply with DOCUMENT 00700 - GENERAL CONDITIONS Article 14.
 - 2. Submit 5 copies of each Application for Payment.
 - 3. Submit an updated Construction Progress Schedule with each Application for Payment.
 - 4. Submit waivers of mechanic's liens from Contractor, Subcontractors, sub-subcontractors, and Material and Equipment Suppliers for amounts certified by Engineer for construction period covered by previous application for payment.
 - a. Submit on form acceptable to Owner.
 - 5. Substantiating data:
 - a. When Owner or Engineer requires substantiating information to support Contractor's application for payment, submit data justifying dollar amounts which are in question.

SECTION 01290 – PAYMENT PROCEDURES (continued)

- b. Provide 1 copy of data with cover letter for each copy of Application for Payment.
 - (1) Indicate application number and date.
 - (2) List each item in question by continuation sheet identification.
- 6. Submit application for final payment in accordance with DOCUMENT 00700 – GENERAL CONDITIONS Article 14.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01290

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS

PART 1 - GENERAL

1.01 Summary: This Section includes the following administrative and procedural requirements:

- A. Project Meetings:
 - 1. Preconstruction conference.
 - 2. Progress meetings.
- B. Schedules and Reports:
 - 1. Comply with GENERAL CONDITIONS
- C. Related Work Specified Elsewhere:
 - 1. For Schedules: SECTION 01321.

1.02 PROJECT MEETINGS:

- A. Preconstruction Conference:
 - 1. Engineer will conduct a meeting within 20 days after the Effective Date of the Agreement, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during performance of the Work.
 - 2. Preconstruction conference shall be attended by:
 - a. Contractor and his superintendent.
 - b. Engineer and Resident Project Representative if any.
 - c. Representative(s) of Owner.
 - d. At Engineer's option, representatives of principal Subcontractors and Suppliers.
 - 3. Meeting Agenda:
 - a. Construction schedules.
 - b. Critical Work sequencing.
 - c. Designation of responsible personnel.
 - d. Project coordination.
 - e. Procedures and Processing of:
 - (1) Field decisions.
 - (2) Substitutions.
 - (3) Submittals.
 - (4) Change Orders.
 - (5) Applications for Payment.
 - (6) Proposal Requests.
 - (7) Contract Closeout.
 - (8) Requests for Interpretation.
 - (9) Field Orders.
 - (10) Work Change Directives.
 - f. Procedures for testing.
 - g. Procedures for maintaining record documents.
 - h. Use of Premises:
 - (1) Office, work, and storage areas.
 - (2) Owner's requirements.
 - i. Construction facilities, controls, and construction aids.
 - j. Temporary utilities.

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS (continued)

- k. Safety and first-aid.
 - l. Security.
 - m. Requirements for start-up of equipment.
 - n. Inspection and acceptance of equipment put into service during construction period.
 - o. Distribution of Contract Documents
 - 4. Location of Meeting: At or near the Project Site.
 - 5. Reporting:
 - a. Within 7 working days after the meeting, Engineer will prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall provide copies to Subcontractors and major Suppliers.
- B. Progress Meetings:
 - 1. Engineer shall schedule and conduct monthly meetings, or at other intervals as requested by Owner. Representatives of the Engineer, Resident Project Representative, and Contractor shall be present at each meeting. With Engineer's concurrence, Contractor may request attendance by representatives of Subcontractors, Suppliers, or other entities concerned with current program or involved with planning, coordination, or performance of future activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - a. Contractor and each Subcontractor represented shall be prepared to discuss the current construction progress report and any anticipated future changes to the schedule.
 - 2. Location of Meetings: At or near Project Site.
 - 3. Reporting:
 - a. Within 7 working days after each meeting, Engineer shall prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall distribute copies to principle Subcontractors and Suppliers.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01320

SECTION 01321 –SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes procedural requirements for preparation, submittal, and updating of Contractor's construction progress schedules.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not limited to: General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 01290 – Payment Procedures.
 - 3. Section 01320 – Project Meetings, Schedules, and Reports.

1.02 FORMAT

- A. Prepare Schedules as a Gantt chart with separate bar for each major portion of Work or operation, identifying first work day of each week.
- B. Sequence of Listings: The chronological order of the start of each item of Work.
- C. Scale and Spacing: To provide space for notations and revisions.
- D. Sheet Size: Minimum multiples of 8-1/2 x 11 inches.

1.03 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. The schedule shall clearly indicate the sequence of construction for the various items that involve either existing and/or potentially relocated utilities. This schedule shall have the least negative impact on the adjacent property owners and provide an orderly sequence that will produce the least disruptive action for utilities and their customers.
- B. Identify work of separate stages and other logically grouped activities.
- C. Provide sub-schedules to define critical portions of the entire Schedule.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the cut-off date for each monthly pay estimate.

1.04 SUBMITTALS

- A. Submit a finalized construction progress schedule within fifteen (15) days after date of Notice of Award or at least seven (7) days prior to the pre-construction conference,

SECTION 01321 –SCHEDULE (continued)

whichever occurs first. After review, resubmit required revised data within ten (10) days.

- B. Submit monthly revisions with each pay estimate in the number of opaque reproductions that Engineer requires, plus two copies, which will be retained by Engineer.

1.05 **REVISIONS TO SCHEDULES**

- A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

1.06 **DISTRIBUTION**

- A. Distribute copies of reviewed Schedules to project site file, Subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Schedules.

PART 2 - PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION: NOT APPLICABLE

END OF SECTION 01321

SECTION 01420 – DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 SUMMARY:

- A. Definitions:
 - 1. Basic contract definitions used in the Contract Documents are defined in the GENERAL CONDITIONS. Definitions and explanations are not necessarily either complete or exclusive, but are general for the Work.
 - 2. General Requirements are the provisions or requirements of DIVISION 1 Sections, and which apply to the entire Work of the Contract.
- B. Related Information Specified Elsewhere: Specification standards and associations applicable to the Work are specified in each Section.

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATIONS:

- A. Specification Format: The Specifications are organized into two (2) major divisions of CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS.
- B. Specification Content:
 - 1. These Specifications apply certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - a. Imperative and Streamlined Language: These Specifications are written in imperative and abbreviated form. This imperative language of the technical Sections is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting “shall,” “the Contractor shall,” and “shall be,” and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words “shall be” shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated imperatively or otherwise.
 - b. Specifying Methods: The techniques or methods of specifying requirements varies throughout text, and may include “prescriptive,” “compliance with standards,” “performance,” “proprietary,” or a combination of these. The method used for specifying one unit of Work has no bearing on requirements for another unit of Work.
 - c. Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, notify Engineer for a decision as specified in GENERAL CONDITIONS.
 - d. Abbreviations: Throughout the Contract Documents are abbreviations implying words and meanings which shall be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology and in conjunction with coordination of Specification requirements with notations on Drawings and in schedules.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

These are normally defined at first instance of use. Organizational and association names and titles of general standards are also abbreviated.

- C. Assignment of Specialists: In certain instances, Specification text requires that specific Work be assigned to specialists in the operations to be performed. These specialists shall be engaged for performance of those units of Work, and assignments are requirements over which Contractor has no choice or option. These assignments shall not be confused with, and are not intended to interfere with, enforcement of building codes and similar regulations governing the Work, local trade and union jurisdictions, and similar conventions. Nevertheless, final responsibility for fulfillment of Contract requirements remains with Contractor.
- D. Trades: Except as otherwise specified or indicated, the use of titles such as “carpentry” in Specification text, implies neither that the Work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as “carpenter”), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.

1.03 DRAWING SYMBOLS:

- A. Except as otherwise indicated, graphic symbols used on Drawings are those symbols recognized in the construction industry for purposes indicated. Refer instances of uncertainty to Engineer for clarification.

1.04 INDUSTRY STANDARDS:

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference and are stated in each Section.
 - 1. Referenced standards, referenced directly in Contract Documents or by governing regulations, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
 - 2. Where compliance with an industry standard is required, standard in effect shall be as stated in GENERAL CONDITIONS.
 - 3. Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, the Engineer will decide whether to issue a Change Order to proceed with the updated standard.
 - 4. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for a decision before proceeding.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

5. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. Where copies of standards are needed for performance of a required construction activity, Contractor shall obtain copies directly from the publication source.
- B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01420

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section includes General Requirements for:
 - 1. Safety and protection of Work.
 - 2. Safety and protection of existing property.
 - 3. Barriers.
 - 4. Security.
 - 5. Environmental controls.
 - 6. Access roads and parking areas.
 - 7. Traffic control and use of roadways.
 - 8. Railroad service.
- B. Related Work Specified Elsewhere:
 - 1. Temporary Utilities and Facilities: SECTION 01560.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION

3.01 SAFETY AND PROTECTION OF WORK AND PROPERTY:

- A. General:
 - 1. Provide for the safety and protection of the Work as set forth in GENERAL CONDITIONS. Provide protection at all times against rain, wind, storms, frost, freezing, condensation, or heat so as to maintain all Work and Equipment and Materials free from injury or damage. At the end of each day, all new Work likely to be damaged shall be appropriately protected.
 - 2. Notify Engineer immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.
 - 3. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, floors, pits, trenches, manholes, and ducts free of water.
- B. Property Other than Owner's:
 - 1. Provide for the safety and protection of property as set forth in the GENERAL CONDITIONS. Report immediately to the owners thereof and promptly repair damage to existing facilities resulting from construction operations.
 - 2. Names and telephone numbers of representatives of agencies and utilities having jurisdiction over streets and utilities in the Work area can be obtained from Engineer for the agencies listed below. Concerned agencies or utilities shall be contacted a minimum of 24 hours prior to performing Work, closing streets and other traffic areas, or excavating near underground utilities or pole lines.
 - a. Water.
 - b. Gas.
 - c. Sanitary sewers.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

- d. Storm drains.
- e. Pipeline companies.
- f. Telephone.
- g. Electric.
- h. Municipal streets.
- i. State highways.
- j. City engineer.
- k. Fire.
- l. Police.
3. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.
4. Where fences are to be breached on private property, the owners thereof shall be contacted and arrangements made to ensure proper protection of any livestock or other property thus exposed.
5. The applicable requirements specified for protection of the Work shall also apply to the protection of existing property of others.
6. Before acceptance of the Work by Owner, restore all property affected by Contractor's operations to the original or better condition.

3.02 BARRIERS:

A. General:

1. Furnish, install, and maintain suitable barriers as required to prevent public entry, protect the public, and to protect the Work, existing facilities, trees, and plants from construction operations. Remove when no longer needed or at completion of Work.
2. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards or regulatory agencies.
3. Barriers shall be of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
4. Maintain barriers in good repair and clean condition for adequate visibility. Relocate barriers as required by progress of Work.
5. Repair damage caused by installation and restore area to original or better condition. Clean the area.

B. Tree and Plant Protection:

1. Preserve and protect existing trees and plants at the Site which are designated to remain and those adjacent to the Site.
2. Provide temporary barriers around each, or around each group of trees and plants. Unless indicated or specified otherwise, construct to a height of 6 feet around trees, and to a height to adequately protect plants.
3. Consult with Engineer and remove agreed-on roots and branches which will interfere with construction. Employ qualified tree surgeon to remove and to treat cuts.
4. Protect root zones of trees and plants as follows:
 - a. Do not allow vehicular traffic or parking.
 - b. Do not store materials or products.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

- c. Prevent dumping of refuse or chemically injurious materials or liquids.
- d. Prevent puddling or continuous running water.
- 5. Carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.
- 6. Remove and replace, or suitably repair, trees and plants which are damaged or destroyed due to construction operations, and which were designated to remain.

3.03 ENVIRONMENTAL CONTROLS:

- A. Noise Control: OSHA requirements shall be adhered to for this contract.
- B. Dust Control:
 - 1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations; and to prevent airborne dust from dispersing into the atmosphere.
 - 2. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
 - 3. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.
- C. Water and Erosion Control:
 - 1. Provide methods to control surface water to prevent damage to the Project, the Site, or adjoining properties.
 - 2. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - a. Hold the areas of bare soil exposed at one time to a minimum.
 - b. Provide temporary control measures such as berms, dikes, and drains.
 - 3. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff.
 - 4. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and groundwater.
 - 5. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Site or to adjoining areas.
 - 6. Provide temporary drainage where the roofing or similar waterproof deck construction is completed prior to the connection and operation of the permanent drainage piping system.
 - 7. Comply with all other requirements indicated or specified.
- D. Debris Control and Clean-Up:
 - 1. Keep the premises free at all times from accumulations of debris, waste materials, and rubbish caused by construction operations and employees. Responsibilities shall include:
 - a. Adequate trash receptacles about the Site, emptied promptly when filled.
 - b. Periodic cleanup to avoid hazards or interference with operations at the Site and to maintain the Site in a reasonably neat condition.
 - c. The keeping of construction materials such as forms and scaffolding neatly stacked.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

- d. Immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from walls, floors, and metal surfaces before surfaces are marred.
 2. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
 3. Final cleanup is specified in SECTION 01780 - CONTRACT CLOSEOUT.
- E. Pollution Control:
 1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations.
 2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-Site in approved locations, and replace with suitable compacted fill and topsoil.
 3. Take special measures to prevent harmful substances from entering public waters, sanitary, or storm sewers.
 4. Adhere to the Spill Prevention Control and Countermeasures Plan (SPCCP) requirements as stated in 40 CFR Part 112.

3.04 ACCESS ROADS AND PARKING AREAS:

- A. New Temporary On-Site Roads and Parking Areas:
 1. Locate roads, drives, walks, and parking facilities to provide access to construction offices, mobilization, Work, storage areas, and other areas required for execution of the Contract.
 - a. Consult with Engineer regarding any desired deviation therefrom.
 - b. Size of parking facilities shall be adequate to provide for needs of Contractor's personnel, Resident Project Representatives, and visits to Site by Engineer and Owner.
 2. Provide access for emergency vehicles. Maintain driveways a minimum of 15 feet wide between and around combustible materials in storage and mobilization areas.
 3. Maintain traffic areas free of excavated materials, construction equipment, snow, ice, and debris.
 4. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
 5. Keep fire hydrants and water control valves free from obstruction and accessible for use.
 6. Construction:
 - a. Clear areas required.
 - b. Fill, compact, and grade areas as necessary to provide suitable support for vehicular traffic under anticipated loadings. Materials and construction shall be as indicated or specified.
 - c. Provide for surface drainage of facilities and surrounding areas.
 - d. Maintain roads, walks, and parking areas in a sound, clean condition. Repair or replace portions damaged during progress of Work.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

7. Removal:
 - a. Completely remove temporary materials and construction when construction needs can be met by use of permanent installation, unless construction is to be integrated into permanent construction. Remove and dispose of compacted materials to depths required by various conditions to be met in completed Work.
 - b. Restore areas to original, better, or specified condition at completion of Work.

3.05 TRAFFIC CONTROL AND USE OF ROADWAYS:

- A. Traffic Control:
 1. The Contractor shall plan and execute the work so that interference with the flow of traffic and the passage of pedestrians will be the minimum possible.
 2. The Contractor shall be responsible for making provisions for the safe and free passage of persons and vehicles by, over, or around the work until the project is completed. Such provisions shall be satisfactory with the Owner and State, County and local authority having jurisdiction in the area of work.
 3. Provide, operate, and maintain equipment, services, and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at Site entrances, on-Site access roads, and parking areas. This includes traffic signals and signs, flagmen, flares, lights, barricades, and other devices or personnel as necessary to adequately protect the public.
 4. Remove temporary equipment and facilities when no longer required. Restore grounds to original, better, or specified condition when no longer required.
 5. When required by the State, County or local authority that traffic be maintained over any construction work in a public or private highway, street, road, or other vehicle traffic path, and such traffic cannot be maintained on the alignment of the original roadbed or pavement, the Contractor shall, at his own expense, provide and/or construct and maintain a detour around the work. Such detours shall be satisfactory to the Owner and to State, County, or local authority. The Contractor shall provide and maintain all barricades, signs, torches, lights and markers around the work as may be required by the various agencies having jurisdiction in the work area. The Contractor shall also provide qualified flagmen to direct traffic while working upon a highway, street or road over which traffic must pass.
 6. Excavated areas within the traffic lanes of highways, streets or roads and pedestrian walkways shall be backfilled as soon as possible and the area opened to traffic.
 7. Bridge over open trenches where necessary to maintain traffic.
 8. Consult with governing authorities to establish public thoroughfares which will be used as haul routes and Site access. All operations shall meet the approval of owners or agencies having jurisdiction.
 9. The Contractor shall obtain permission from the applicable State, County or local authority(ies) before closing or obstructing any public highway, street or road. This shall include, but not necessarily be limited to, coordination with Fire Departments, 911 services, and other emergency services.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

10. The Contractor shall make the same provisions as described above for the passage of vehicular and pedestrian traffic between private property and public highways, streets and roads or other provisions that are satisfactory to the Owner and the property owners involved.

B. Maintenance of Roadways:

1. Repair roads, walkways, and other traffic areas damaged by operations. Keep traffic areas as free as possible of excavated materials and maintain in a manner to eliminate dust, mud, and hazardous conditions.
2. All operations and repairs shall meet the approval of owners or agencies having jurisdiction.

3.06 **RAILROAD SERVICE:**

A. Maintenance:

1. Schedule operations and exercise care to avoid any interruption to continuous service over the railroads within or adjacent to the Work area.
2. Before transporting Equipment and Materials across railroad tracks or performing Work within any railroad right-of-way, obtain permission or any necessary permits from the railroads.
3. The Work shall be subject to all supervision, inspection, and other conditions required by the affected railroads.

END OF SECTION 01530

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section includes requirements of a temporary nature not normally incorporated into final Work. It includes the following:
 - 1. Utility services.
 - 2. Construction and support facilities.
 - 3. Construction aids.
 - 4. Safety and health.
 - 5. Fire protection.
- B. Related Work Specified Elsewhere:
 - 1. Temporary Barriers and Controls: SECTION 01530.

1.02 REFERENCES:

- A. American National Standards Association (ANSI):
 - 1. A10 Series – Safety Requirements for Construction and Demolition.
- B. National Electrical Contractors Association (NECA):
 - 1. Electrical Design Library – Temporary Electrical Facilities.
- C. National Fire Protection Association (NFPA):
 - 1. 10 – Portable Fire Extinguishers.
 - 2. 70 – National Electrical Code.
 - 3. 241 – Safeguarding Construction, Alterations, and Demolition Operations.
- D. National Electrical Manufacturers Association (NEMA).
- E. Underwriters Laboratories (UL).

1.03 SUBMITTALS:

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 15 days of the date established for commencement of the Work.

1.04 QUALITY ASSURANCE:

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department, and rescue squad rules.
 - 5. Environmental protection regulations.
- B. Standards:
 - 1. Comply with NFPA 10 and 241, and ANSI A10 Series standards “Temporary Electrical Facilities.”

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

- 2. Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS:

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of the permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, unsanitary conditions, or public nuisances to develop or persist on the Site.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT:

- A. Provide new materials and equipment. If acceptable to Engineer, undamaged previously used materials and equipment in serviceable condition may be used. Provide materials and equipment suitable for the use intended, of capacity for required usage, and meeting applicable codes and standards. Comply with requirements of the TECHNICAL SPECIFICATIONS.
- B. Water: Provide potable water approved by local health authorities.
- C. Water Hoses: Provide 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- D. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- E. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- F. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- G. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

- H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES:

- A. General:
1. Engage the appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 2. Provide adequate utility capacity at each stage of construction. Prior to availability of temporary utilities at the site, provide trucked-in services as required for start-up of construction operations.
 3. Obtain and pay for temporary easements required to bring temporary utilities to the Project Site, where the Owner's permanent easement cannot be used for that purpose.
 4. Furnish, install, and maintain temporary utilities required for adequate construction, safety, and security. Modify, relocate, and extend systems as Work progresses. Repair damage caused by installation or use of temporary facilities. Grade the areas of Site affected by temporary installations to required elevations and grades, and clean the area. Remove on completion of Work or until service or facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
 5. The types of temporary construction utilities and facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of Work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads.
 6. Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
 7. Materials used for temporary service shall not be used in the permanent system unless so specified or acceptable to Engineer.

3.02 TEMPORARY ELECTRICITY AND LIGHTING:

- A. New Service:
1. Arrange with utility company and provide service required for power and lighting.
 2. Connect temporary service in a manner directed by utility company officials. Provide separate meter for metering of power used by all entities authorized to be at or perform Work at the Project Site.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

3. The electric service shall be of sufficient capacity and characteristics for the various construction tools, machinery, lights, heating and air conditioning, pumps, and other tools required by Contractor and his Subcontractors.
 4. Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, and lighting. Provide overload protection. Locate multiple outlets spaced so that entire area of construction can be reached by power tools on a single extension cord of 100-foot maximum length. Supply power for electric welding, if any, from either temporary power distribution system or by engine-driven, power-generator sets at Contractor's option.
 5. Provide all necessary temporary wiring, panelboards, switches, outlets, and other devices so that power and lighting is available throughout the construction area. Include meters, transformers, overload protection disconnects, automatic ground fault interrupters, and main distribution switch gear. Include overcurrent protection on all conductors of the temporary system.
 6. Provide adequate artificial lighting for all areas of Work when natural light is not adequate for Work.
 - a. Sufficient light shall be provided for general construction areas and floor areas, with additional sufficient lighting for specific tasks and to meet safety requirements.
- B. Use of Existing System:
1. Owner's existing system shall not be used for temporary electricity.
- C. Use of Permanent System:
1. Prior to use of permanent system (facilities being constructed by Contractor) for construction purposes, obtain written permission of Owner.
 2. Maintain permanent system as specified for temporary facilities.
- D. Costs of Installation and Operation:
1. Pay fees and charges for permits and applications.
 2. Pay costs of installation, maintenance, removal of temporary services, and restoration of any permanent facilities used.
 3. Pay costs of electrical power used.
 4. Obtain and pay costs for temporary easements required across properties other than that of Owner.

3.03 TEMPORARY WATER:

- A. New Service:
1. Arrange with utility service company to provide water for construction purposes.
 2. Connect service to water main in a manner directed by utility company officials. Provide with meter and shut off valve near connection to the water main.
 3. Size water service to provide adequate volume for all anticipated construction uses, and to maintain minimum required pressure.
 4. Install piping with outlets located so that water is available throughout the construction area.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

5. Prevent freezing of water distribution system. Maintain hose connections and outlet valves in leakproof condition.
6. Sterilize temporary water piping prior to use.
- B. Use of Existing System:
 1. Owner's existing system may be used for temporary water.
 2. Make connections to existing facilities to provide water for construction purposes.
 - a. Water Source: Make connections to Owner's service located at point indicated or where instructed by Owner.
 3. Modify, supplement, and extend system as necessary to meet temporary water requirements and prevent overloading of existing system.
 4. Regulate system to prevent interference with Owner's usage.
- C. Use of Permanent System:
 1. Prior to use of permanent system for construction purposes, obtain written permission of Owner.
 2. Prior to Use of System for Drinking Water:
 - a. Disinfect piping.
 - b. Obtain inspection and approval of governing authority.
- D. Costs of Installation and Operation:
 1. Pay all costs for installation, maintenance, and removal.
 2. Pay all costs for water used.

3.04 TEMPORARY SANITARY FACILITIES:

- A. Contractor-Furnished Facilities:
 1. Furnish, install, and maintain temporary sanitary facilities for use through construction period. Remove on completion of Work.
 2. Provide for all construction workers under this Contract and representatives at the Site.
 3. Toilet facilities shall be of the chemical, aerated recirculation, or combustion type, properly vented, and fully enclosed with a glass- fiber-reinforced polyester shell or similar nonabsorbent material.
 4. Water and sewer connected facilities may be installed to extent permitted by governing regulations.
 - a. Provide lavatories, mirrors, urinals (where applicable), and water closets in water and sewer connected units. Provide only potable water at lavatories. Provide individual compartments for water closets where the unit is intended for occupancy by more than one person. Provide suitable enclosure with nonabsorbent sanitary finish materials and adequate heat, ventilation and lighting.
 - b. Provide separate toilet facilities for male and female construction personnel as required.
 5. Wash Facilities: Install potable water-supplied wash facilities at locations convenient to construction personnel involved in the handling of compounds and materials where wash-up is necessary to maintain a safe, healthy and sanitary condition. Where recommended or required by governing authorities and regulations or recognized standards provide emergency safety showers, emergency eye-wash fountains, showers, and similar facilities.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

Dispose of drainage properly. Supply soap and other cleaning compounds appropriate for each condition.

6. Drinking Water Fixtures: Provide containerized tap-dispenser type drinking water units. Provide drinking water fountains if piped potable water is reasonably accessible from permanent or temporary lines.
7. Supply and maintain toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility. Provide appropriate covered waste containers for used material.

B. Use of Existing Facilities:

1. Not applicable.

3.05 **SEWERS AND DRAINAGE:**

- A. General: Where sewers or drainage facilities are not available for discharge of effluent, provide containers to remove and dispose of effluent off the Site in a lawful manner. If existing sewers are available for temporary drainage near the Site prior to completion of permanent sewers, provide temporary connections to remove effluent that can be lawfully discharged into the sewers. If existing sewers cannot be used for discharge, provide drainage ditches, dry wells, waste stabilization ponds, and similar discharge facilities to remove effluent that can be lawfully discharged in that manner.
- B. Connect temporary sewers to the municipal sewer systems in the manner directed by the sewer department officials.
- C. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy usage, restore to normal conditions promptly. Provide and maintain temporary earthen embankments and similar barriers in and around construction excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rain storms.

3.06 **TEMPORARY CONSTRUCTION AIDS:**

- A. General:
 1. Provide construction aids and equipment required by personnel and to facilitate the execution of the Work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.
 2. Materials may be new or used, must be suitable for the intended purpose, and meet the requirements of applicable codes, regulations, and standards.
 3. When permanent stair framing is in place, provide temporary treads, platforms, and railings for use by construction personnel.

3.07 **TEMPORARY SAFETY AND HEALTH:**

- A. General: Contractor shall be responsible for development of safety and health programs for personnel at Project Site as specified in the GENERAL CONDITIONS.

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES (continued)

3.08 TEMPORARY FIRE PROTECTION:

- A. General:
 - 1. Contractor shall be responsible for development of a fire prevention and protection program for all Work under this Contract.
 - 2. The program shall comply with the applicable provisions for safety and protection as set forth in the GENERAL CONDITIONS and with applicable parts of the NFPA 10 and 241.
 - 3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near such usable stairwell.
 - 4. Store combustible materials in containers in fire-safe locations.
 - 5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 - 6. Provide supervision of welding operations and similar sources of fire ignition.
 - 7. Post warning and instructions at each extinguisher location, and instruct construction personnel on proper use of extinguishers and other available facilities at Project Site. Post local fire department telephone number on or near each telephone instrument at Project Site.
- B. Permanent Fire Protection:
 - 1. Complete each fire protection facility at earliest reasonable date, place into operation, and make ready for emergency use.
 - 2. Instruct personnel at Site on availability and proper use.

3.09 INSTALLATION AND REMOVAL:

- A. Relocation: Relocate construction aids as required by progress of construction, storage limitations, or Work requirements and to accommodate requirements of Owner and other contractors at the Site.
- B. Removal: Remove temporary materials, equipment, and services when construction needs can be met and allowed by use of permanent construction, or at completion of the Project.
- C. Repair: Clean and repair damage caused by installation or by use of temporary facilities.
 - 1. Remove foundations and underground installations for construction aids.
 - 2. Grade the areas of the Site affected by temporary installations to required elevations and clean the area.

END OF SECTION 01560



CITY OF FAYETTEVILLE, ARKANSAS
INVITATION TO BID

Bid 16-64, Construction – Fire Department Training Facility

The City of Fayetteville is accepting bids from properly licensed firms for the construction of a fire training site for the Fayetteville Fire Department. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received by **Tuesday, December 13, 2016 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

A non-mandatory Pre-Bid meeting will be held **Wednesday, November 30, 2016 at 10:00 am** at the end of E. Borick Drive in Fayetteville, AR. All interested parties are encouraged to attend.

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

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

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor applies to a contract award of \$75,000 or more.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh

Purchasing Agent

Ad dates: 11/23/16 and 11/30/2016



**STANDARD
SPECIFICATIONS
FOR
STREET AND DRAINAGE
CONSTRUCTION**

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DIVISION 100. GENERAL PROVISIONS

Section 101. Definitions and Terms

101.01 Abbreviations and Definitions. Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

(a) Industry Abbreviations.

ACI	American Concrete Institute
AASHTO	American Association of State Highway and Transportation Officials
ADPCE	Arkansas Department of Pollution Control and Ecology
AGC	Associated General Contractors of America
AHTD	Arkansas State Highway and Transportation Department
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Service Association
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CoE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards, General
ITE	Institute of Traffic Engineers
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council
UL	Underwriter's Laboratory
USC	United States Code

(b) Contract Abbreviations for Construction Work

AC	Asphalt Cement	ACHM	Asphalt Concrete Hot Mix
ACTD	Actuated	ADJ	Adjusted
AGG	Aggregate(s)	ALUM	Aluminum
APPL	Application	APPR	Approach
ASPH	Asphalt	ASSY	Assembly
AST	Asphalt Surface Treatment	AUTO	Automatic
BIND	Binder	BIT	Bituminous
BLDG	Building(s)	BLDG	Building(s)
BLKT	Blanket	BNG(S)	Bearing(s)
BR	Bridge(s)	BST	Bituminous Surface Treatment
C & G	Curb and Gutter	CA	Corrugated Aluminum
cc	cubic centimeter(s)	CD	Compacted Depth
CEM	Cement	CL	Class
CLVT(S)	Culvert(s)	CM	Corrugated Metal
CMBN	Combination	CNTL	Control, Controller
COMP	Compaction, Controller	CONC	Concrete
CONT	Continuous, Continuously	CONST	Construction
CRS	Course(s)	CORR	Corrugated
CTD	Coated	CR	Crushed
DBL	Double	CS	Corrugated Steel
DWY(S)	Driveway(s)	CU,cu	Cubic
EMUL	Emulsified	DI	Drop Inlet(s)
EXC	Excavation	EWK	Earthwork
F & I	Furnish and Install	EXP	Expansion
FES	Flared End Section(s)	FDN	Foundation
FURN	Furnish, Furnishing	FNC	Fence(s)
GA	Gage, Gauge	GALV	Galvanized
GR	Grade, Graded	GRVL	Gravel
ha	hectare(s)	HI	High Intensity
HM	Hot Mix	HMA	Hot Mix Asphalt
HMAS	Hot Mix Asphalt Stabilized		
INST	Install, Installing, Installation		
j	joule(s)		
kg	kilogram(s)	kL	kilometer(s)
km/h	kilometers per hour	KPa	kilopascal(s)
L	liter(s)	LAB	Laboratory
m	meter(s)	mm	millimeter(s)
MA	Mineral Aggregate	MAINT	Maintenance
MATL	Material(s)	MES	Mitered End Section(s)
MET	Metal	MG	1000 Gallons
MIN	Mineral	MOB	Mobilization
MOD	Modified	MPa	MegaPascal(s)

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MRK	Marking(s)	msta	metric station
mton	1000 kilograms		
NO	Number(s)	NON MET	Non-Metallic
NON REINF	Non-Reinforced	NPDES	National Pollutant Discharge Elimination System
OCT	Octagonal	OFF	Office
Pa	Pascal(s)	PC	Portland Cement
PIL	Piles, Piling	PM	Plant Mixed
ppm	parts per million	PRCST	Precast
PRFMD	Preformed	PROC	Process, Processing
PVC	Polyvinylchloride	PVMT	Pavements(s)
PVNG	Paving		
QPL	Qualified Products List	QUAD	Quadruple
QUINT	Quintuple		
R & D	Removal and Disposal	RC	Reinforced Concrete
RDWY	Roadway(s)	RECOMP	Recompact(ed), Recompaction
RECON	Reconstruct(ed)		
REFL	Reflectorized	REHAB	Rehabilitate, Rehabilitation
RELOC	Relocate, Relocation	REMOV	Removal, Removing, Removed
RELP	Replace, Replacing		
RESTOR	Restoration	RESTEEL	Reinforcing Steel
RMC	Rigid Metallic Conduit	RNMC	Rigid Non-Metallic Conduit
SCAR	Scarify, Scarifying	SGNL(S)	Signal(s)
SHLD(S)	Shoulder(s)	SPEC	Special
sq	Square	Sta	Station (100 feet)
STAB	Stabilized, Stabilization	STKPL	Stockpile, Stockpiling
STL	Steel	STN	Stone
STR(S)	Structure(s)	STRL	Structural
SURF	Surface, Surfacing	SWPPP	Storm Water Pollution Prevention Plan
SYS	System, Systems		
TEMP	Temporary	TERM	Terminal
THERMPL	Thermoplastic	TMBR	Timber
TRAF	Traffic	TRPL	Triple
TRMT	Treatment	TRTD	Treated
TY	Type		
UNCL	Unclassified	UNTRTD	Untreated
UT	Uniform Thickness	VAR	Variable
VEH	Vehicle(s)		
µm	micrometer (1 x 10 ⁻⁶ m)		

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(C) Definitions. Whenever in these specifications or in other contract documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Advertisement. The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

AHTD Standard Specifications. The Standard Specifications for HIGHWAY CONSTRUCTION, Arkansas State Highway and Transportation Department, Edition of 2003 or latest version, unless version date indicated otherwise.

Agreement. The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein. The terms Agreement and Contract are used interchangeably.

Award. The acceptance by the City of a proposal.

Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The terms Bid and Proposal are used interchangeably.

Bid Bond. The security furnished with a bid to guarantee that the bidder will enter into the Contract if the bid is accepted.

Bidder. An individual, partnership, corporation or joint venture submitting a bid for the advertised work. (The terms "Bidder" and "Contractor" are frequently used synonymously.)

Bid Proposal Form. The approved form on which the Owner requires bids to be prepared and submitted for the work.

Business Day. Any calendar day except Saturdays, Sundays, and City recognized holidays. If a holiday falls on Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday.

Calendar Day. Any day shown on the calendar, beginning and ending at midnight. If a day is not identified by any other modifier, it shall be considered a calendar day.

Change Order. A written order issued by the Owner to the Contractor, covering changes in the plans or quantities or both, within the scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

City. The City of Fayetteville, Arkansas, including authorized representatives.

City Engineer. An Engineer employed by the City responsible for construction administration and inspection of projects for which the City is the Owner.

Construction Field Change. A written order issued by the Owner covering minor changes in the work, but which does not involve a change in the Contract Price or the Contract Time.

Construction Observer. The Engineer's or City's designated personnel appointed to observe the Work. Multiple construction observers may be designated.

Contract. The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. (The Contract includes the contract form; the contract schedule of prices; the payment and performance bonds; specifications, supplemental specification, and special provisions; general and detailed plans; and any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.)

Contract Documents. The Contract Documents includes the executed Agreement; Addenda (which pertain to the Contract Documents); Advertisement for Bids; Information for Bidders, Contractor's Bid (including documentation accompanying the Bid and any Post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement; List of proposed Subcontractors; the Bonds; the Specifications; Special Provisions, Supplementary Conditions, Certificates of Insurance; the Plans (Drawings) as the same are more specifically identified in the Agreement; together with all written modifications, Change Orders and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics and the like that may be furnished by Owner to Contractor are not Contract Documents.

Contract Item (Pay Item). A specifically described unit of work for which a price is provided in the Contract.

Contract Time. The number of working days allowed for completion of the Contract. If a fixed date of completion is shown in the proposal, the Contract shall be completed by that calendar date.

Contractor. The individual, partnership, corporation, or any combination thereof, or joint venture contraction with the City for the prescribed work. (The terms "Contractor" and "Bidder" are frequently used synonymously.)

Culvert. Any structure not classified as a bridge that provides an opening under the roadway.

Defective. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

Effective Date of Agreement. The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer. The Engineer of record, acting directly or through duly authorized representatives, whose engineering seal appears on the plans and specifications.

Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and tools and apparatus necessary for the proper construction and acceptable completion of the work.

Extra Work. An item of work not provided for in the Contract as awarded but found essential to the satisfactory completion of the Contract within its intended scope.

Extra Work Order. A change order concerning the performance of work or furnishing of materials involving extra work. (Such extra work may be performed at agreed prices or on a force account basis as provided elsewhere in these specifications.)

Holidays. The City observes the following legal holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following day, Christmas Eve, December 24; and Christmas Day, December 25. If a holiday falls on Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday.

Incidental item. Work shown on the plans but for which there is no bid item included. This work shall not be paid for separately; rather the cost of the work is considered to be included in the contract amount bid for the project.

Laboratory. The Quality Control Testing Laboratory of the City or any other testing laboratory that may be designated by the City.

Materials. Any substances specified for use in the construction of the project and its appurtenances.

Milestone. A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work for which liquidated damages may or may not apply.

Notice of Award. The written notice by Owner to the apparent successful Bidder stating that upon timely compliance by the apparent successful Bidder with the conditions listed therein, Owner will sign and deliver the Agreement.

Notice to Contractors. The advertisement for proposals for all work or materials on which bids are required indicating with reasonable accuracy the quantity and location of the work to be done, or the character and quantity of the materials to be furnished; and the time and place of the opening of proposals.

Notice to Proceed. A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents. Notice to Proceed is also referred to as Work Order.

Observer. See Construction Observer.

Owner. The City of Fayetteville, Arkansas, and/or the duly authorized agent of the City of Fayetteville, Arkansas, with whom Contractor has entered in the Agreement and for whom the Work is to be performed.

Pavement Structure. The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

Payment Bond. The approved form of security, executed by the Contractor and his/her Surety or Sureties, guaranteeing the payment of all legal debts of the Contractor pertaining to the construction of the project.

Performance Bond. The approved form of security, executed by the Contractor and his/her Surety or Sureties, guaranteeing complete performance of the Contract and all supplemental agreements thereto.

Plans. The approved plans, profiles, typical cross-sections, working drawing, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done. (The Title Sheet of the plans is provided for general information only and is not to be taken as an all-inclusive description of the work. Other work and/or locations may be included in the Project as described by the plans, specifications, supplemental specifications, and special provisions.) The term Drawings and Plans are used interchangeably.

Profile Grade. Unless otherwise shown on the plans, the trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. (Profile grade means either the elevation or gradient of such trace according to the context.)

Project. The specific section of the highway together with all appurtenances and construction to be performed thereon under the Contract.

Proposal. The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the unit prices quoted.

Proposal Form. The approved form on which the City requires bids to be prepared and submitted for the work.

Proposal Guaranty. The security furnished with a bid to guarantee that the bidder will enter into the Contract if the bid is accepted.

Prospective Bidder. An individual, partnership, corporation, or joint venture who has requested and been issued a proposal form from the City.

Qualified Products List. A list of products that are approved for use in Highway Contracts with the Arkansas State Highway and Transportation Department. The QPL is maintained by AHTD.

Registered Professional Engineer. An Engineer registered in the State of Arkansas by the Arkansas State Board of Registration for Professional Engineers and Land Surveyors. All details, drawings, calculations, and reports submitted by the registrant as required by these specifications shall be certified, signed, and stamped with the seal or facsimile thereof as authorized by the Board.

Registered Professional Land Surveyor. A Land Surveyor registered in the State of Arkansas by the Arkansas State Board of Registration for Professional Engineers and Land Surveyors. All details, drawings, calculations, and reports submitted by the registrant as required by these specifications shall be certified, signed, and stamped with the seal or facsimile thereof as authorized by the Board.

Registered Scale Mechanic. A person registered with the Arkansas Bureau of Standards, Division of Weights and Measures, as being qualified by training and experience to make adjustments and repairs to commercial scales and performs such work as a skilled trade.

Right-of-Way. A general term denoting land, property, or interest therein, acquired for or devoted to highway purposes.

Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right – of – way.

Roadbed. The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Roadside. A general term denoting the area adjoining the outer edge of the roadway. (Extensive areas between the roadways of a divided highway may also be considered roadside.)

Roadway. The portion of a highway within limits of construction, or as defined in other sections.

Shop Drawings. All drawings, diagrams, illustration, schedules and other data which are specifically prepared by Contractor, Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work.

Shoulder. The portion of the roadway constructed primarily for the use of pedestrians.

Sidewalk. That portion of the roadway constructed primarily for the use of pedestrians.

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Sieve. U.S.A. Standard Series, as defined in AASHTO M 92. Percent passing or retained is by weight.

Special Provisions. Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.

Specifications. A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

Standard Specifications. This printed book of Standard Specifications for Street and Drainage Construction. Unless otherwise noted, the Edition in effect on the date of advertisement.

Station. A station when used as a definition or term of measurement will be 100 linear feet measured horizontally.

Street. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right – of – way.

Structures. Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other features that may be encountered in the work and not otherwise classed herein.

Subcontractor. An individual, firm, or corporation to whom the Contractor sublets part of the work.

Subgrade. The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

Substantial Completion. A condition upon which the work has progressed to the point that it can be utilized for the purposes intended; as evidenced by a Certificate issued by the Engineer under the authority of the City. If no such certificate is issued, Substantial Completion shall be when the work is complete and ready for final payment.

Substantial Completion Date. The time at which the Work has progressed to the point where, in the opinion of the Owner, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended without further disruption to the public or occupants of the facility.

Substructure. All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

Superintendent. The Contractor's authorized representative in responsible charge of the work, present at the work site at all times during the progress to supervise and direct

construction, to receive and fulfill instructions from the Owner's representative, and to accept orders for changed and extra work.

Superstructure. The entire structure except the substructure.

Supplemental Agreement. A written negotiated agreement constituting a modification of the originally executed Contract and covering the performance of work beyond its general scope. (The items of work contained therein will be included in an approved Change Order.)

Supplemental Specifications. Revisions to the Standard Specifications that are adopted subsequent to issuance of the printed book of Standard Specifications.

Surety. The company, other than the Contractor, executing a bond furnished by the Contractor.

Titles (Or Headings). The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Ton. 2000 pounds.

Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unit Price Work. Work to be paid for on the basis of unit prices.

Work. The furnishing of all materials, labor, equipment, tools, and incidentals necessary or convenient to the successful completion of the project and the carrying out of the duties and obligations imposed by the Contract.

Working Day. A calendar day during which normal construction operations could proceed; normally excludes Saturdays, Sundays, and City recognized holidays.

Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, or any other supplementary plans or similar data that the Contractor is required to submit to the Engineer for informational and record purposes or for approval.

Work Order. Written notice from the Engineer directing the Contractor to begin prosecution of the work.

101.02 Specification Language. To avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable,

suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned,” it shall be understood as if the expression were followed by the words “by the Engineer/City Engineer” or “to the Engineer/City Engineer”.

Section 102. Not Used

Section 103. Not Used

Section 104. Scope of Work

104.01 Intent of Contract. The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the Contract.

104.02 Alteration of Plans or Character of Work.

(a) General. The City shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

If changes in the work require an adjustment in unit prices already established, or if additional work for which unit prices have not already been established by the contract is necessary, the contract price shall be adjusted according to the General Conditions of the Contract and this Section. If additional work is performed before an adjustment is made in the contract, the additional work will be paid for at unit prices already established for similar work, if such additional work is deemed necessary by the Engineer/City Engineer. If the Contractor performs additional work without authorization from the City and without an agreed Contract adjustment for such work, no payment for such additional work will be made.

(b) Significant Changes in the Character of Work. The City reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and

alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer/City Engineer may determine to be fair and equitable. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any adjustment due to an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item of work is defined as any bid item for which the original contract value is more than 10 percent of the total original contract value.

104.03 If and Where Directed Items. The plans and the proposal may specify one or more items to be incorporated into the project "if and where directed" by the Engineer/City Engineer. The Engineer/City Engineer shall have discretion in determining whether and to what extent such items will be incorporated into the project. The Engineer/City Engineer may order incorporation of such items at any location within the project and at any time during the work. These items may or may not be located on the plans. The estimated quantities set out in the proposal for such items are presented solely for the purpose of obtaining a representative bid price. The actual quantities employed may be only a fraction of, or many times the estimated quantities. The Contractor shall make no claim for additional compensation because of any increase, decrease, or elimination of such items.

Section 105. Control of Work

105.01 Authority and Direction.

(a) Direction and Control by the Contractor.

(1) General. The detailed manner and method of performing the work shall be under the direction and control of, and by, the Contractor, but all work performed shall at all times be subject to the observation of the Engineer/City Engineer or his authorized representative to

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ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer and Owner are not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto.

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer/City Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer/City Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

The observer shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the observer may give the Contractor shall in no way be construed as binding to the Engineer/City Engineer or Owner in any way or releasing the Contractor from fulfilling all of the terms of the Contract.

Any defective work may be rejected by the Engineer/City Engineer at any time before final acceptance of the work, even though the same may have been previously overlooked and estimated for payment and payment therefore made by the Owner.

(2) Accident Prevention. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

The Contractor shall indemnify and save harmless the Owner, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

(b) Authority of the Engineer. As the direct representative of the Owner, the Engineer has immediate charge of the engineering details of each construction project; is responsible for the general administration of the Project; and has the authority to reject unacceptable material or work and to suspend any work that is being improperly performed.

The Owner, with input from the Engineer, will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

The Engineer, with concurrence by Owner, will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods as deemed necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any other condition or reason deemed to be in the public interest.

Any unresolved disputes arising under the Contract shall be submitted by the Contractor in writing to the Engineer. Disputes claiming additional compensation shall contain the information set forth in Subsection 109.10 "Claims for Adjustment and Disputes." The Engineer shall render a written decision within 60 calendar days of receipt of the Contractor's letter and information. Should a dispute not be resolved by the written decision of the Engineer, subsequent appeal by the Contractor shall be submitted in writing within 60 calendar days of the decision of the Engineer, and shall be addressed directly to the Owner.

105.02 Plans and Submittals.

(a) Plans. Plans will show lines, grades, details of all structures, typical cross sections, and a summary of items appearing on the proposal. Work may be provided for on the Plans that is not located within the limits of the project as shown on the plan sheets. Work of this nature may include but is not limited to removal of existing items, obliteration, grading, base and surfacing, transitions, etc., and is considered a part of the project. The Plans will be supplemented by such working drawings or sketches issued by the Engineer as are necessary to adequately control the Work.

(b) Submittals. Shop drawings, mix designs, vendor data, testing reports, certifications, calculations and working drawings for structures shall be furnished by the Contractor as required herewith. They shall consist of such data and detailed plans as may be required to adequately control the work and are not included on the plans furnished by the Owner. They shall include stress sheets, shop drawings, erection plans, falsework plans, cofferdam plans, or any other supplementary plans or similar data required of the Contractor.

Where calculations, plans or design are a requirement of any submittal, such shall be prepared and sealed by a Professional Engineer competent in the applicable field of practice and Licensed in the State of Arkansas.

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All submittals shall be submitted to the Engineer for informational and record purposes or for approval as specified for the item of work involved. Contractor shall, in writing, call Engineer's attention to any deviation that the Submittal may have from the requirements of the Contract Documents. The Contractor should anticipate a review period of 15 - 30 calendar days from receipt by the Engineer of submittals. The review of submittals by the Engineer will be limited to checking for general agreement with the plans and specifications, and shall in no way relieve the Contractor of responsibility for errors and omissions contained therein, nor shall such review or approval operate to waive or modify any provisions contained in the Specifications or Drawings. It is mutually agreed that the Contractor shall be responsible for agreement of dimensions and details as well as conformity of its submittal with the Contract plans and specifications.

(1) Where a Shop Drawing or sample is required by the Specifications, no related work shall commence until the submittal has been reviewed and approved by Engineer.

Any Shop Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

The review of Shop Drawings by the Engineer shall be considered an accommodation to the Contractor to assist him in the execution of the Contract. The Engineer's review of such Drawings shall not relieve the Contractor of his responsibility to perform the work in strict accordance with the Plans and Specifications, and approved changes.

If the Shop Drawing is in accordance with the Contract or involves only a minor adjustment in the interest of the Owner not involving a change in Contract price or time, the Engineer shall so stamp the Drawing and shall contain in substance the following:

"Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

(2) The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval

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shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable, at the Contractor's expense.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (a) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (b) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (c) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

The contract price will include the cost of furnishing all required working drawings, record drawings and other submittals.

105.03 Conformity with Plans and Specifications. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Unless otherwise specified, in the event the materials or the finished product in which the materials are used is not within reasonably close conformity with the plans and specifications but reasonably acceptable work has been produced, the Engineer/City Engineer shall determine if the work shall be accepted and remain in place. If the work is accepted, the Engineer/City Engineer will document the basis of acceptance by Contract modification that will provide for an appropriate adjustment in the contract cost for such work or materials.

In the event the materials or the finished product in which the materials are used or the work performed is found not to be in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected at no cost to the City.

105.04 Coordination of Plans, Specifications, and Special Conditions. These Specifications including General Provisions and Technical Specifications, the Plans, Supplementary Conditions, Special Provisions and all other supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

In addition, the Specifications include references to the Arkansas Highway and Transportation Department's Standard Specifications for Highway Construction Edition of 1996 and 2003 (AHTD Standard Specifications). The portions of the AHTD Standard Specifications, which are referenced in these specifications, are hereby incorporated by reference.

All work shall conform to applicable sections of the City of Fayetteville Code of Ordinances and to the City of Fayetteville Minimum Street Standards. In case of discrepancy, the most stringent requirements will apply. The City of Fayetteville Code of Ordinances and Minimum Street Standards are hereby incorporated by reference.

The Contractor shall not take advantage of any apparent error or omission on the plans or in the Contract Documents. The party discovering such error or omission shall notify the other party when the discovery is made. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

105.05 Cooperation by Contractor. The Contractor will be supplied with a minimum of two sets of approved plans and Contracts, one set of which shall be kept available on the project at all times.

The Contractor shall give the work the attention necessary to facilitate the progress thereof and shall cooperate fully with the Engineer/City Engineer, inspectors, and other Contractors.

The Contractor shall have on the project at all times an agent who is a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall be satisfactory to the Owner and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract. During

working hours, the Contractor's superintendent shall be equipped with a mobile phone or other communication device suitable to the Engineer for contact by the Engineer or Owner. The superintendent shall receive instructions from the Engineer/City Engineer and shall have full authority to execute orders or directions of the Engineer/City Engineer without delay and to promptly supply such materials, labor, equipment, tools, and incidentals as may be required. Such superintendent shall be furnished regardless of the amount of work sublet.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

105.06 Coordination and Cooperation Between Contractors. The Owner reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract.

When separate contracts are let adjacent to or within the limits of any one project, the work of each Contractor shall be conducted so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other.

It is understood and agreed that the Contractor considered in the bid the status of the existing Contract or Contracts at the time of bidding and will arrange to coordinate and schedule the work jointly with the other affected Contractors in order to complete the work within the time allowed in the Contract.

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

Contractors involved shall assume all liability, financial or otherwise, in connection with their own Contracts and shall protect and save harmless the City of Fayetteville from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

Contractors shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project, and shall join their work with that of the others in an acceptable manner, and shall perform it in proper sequence with that of the others.

105.07 Cooperation with Utilities. The Plans indicate various utility items, some of which are to be relocated or adjusted by the utility owner, and others that are to be relocated

or adjusted by the Contractor. The City will notify all known utility companies, all known pipe line owners, or other known parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made before construction begins.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction that are to be relocated or adjusted are to be moved by the owners of such facilities except as otherwise provided for in the Contract or as noted on the plans.

The Contractor shall consider in the bid all of the permanent and temporary utility facilities and appurtenances in their present, relocated, or proposed positions. No additional monetary compensation will be allowed for any delays, inconveniences, or damages sustained due to any interference from the utilities or appurtenances or from the operations of relocating them.

It is the Contractor's responsibility to have all utility lines located before construction begins. Any costs incurred due to damaged utility lines shall be borne by the Contractor with no exceptions.

All work in this contract shall be in accordance with the Arkansas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

105.08 Inspection and Observation of Work. All materials and each part or detail of the Work shall be subject to inspection by the Owner. All materials and each part or detail of the Work shall be subject to observation by the Engineer. The Engineer and Owner and their designated representatives shall be provided acceptable access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is necessary to for the Engineer's observation and/or the Owner's observation and inspection. Neither observations by Engineer/City Engineer nor inspection, tests or approvals by others shall relieve Contractor from his obligation to perform the work in accordance with the Contract Documents.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If the facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the Engineer.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.

All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

When requested by the Engineer/City Engineer at any time before acceptance of the Work, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications.

Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work. Should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

Any work performed or materials used without inspection by the Engineer/City Engineer may be ordered exposed, and/or removed and replaced, at no cost to the Owner unless the Engineer/City Engineer or inspector failed to inspect after having been given reasonable notice that the work was to be performed.

When any unit of government, political subdivision, railroad corporation, or other agency is to pay a portion of the cost of the Work covered by the Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government, political subdivision, railroad corporation, or other agency a party to the Contract, and shall in no way interfere with the rights of either party thereunder.

105.09 Removal of Unacceptable or Unauthorized Work. All work that does not comply with the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, damage through carelessness, negligence, or any other cause, found to exist before the final acceptance of the Work, or during the warranty period specified in Subsection 109.18 "Warranty and Guarantee", shall be removed and replaced in an acceptable manner at no cost to the Owner. Work performed contrary to any instructions of the Engineer/City Engineer; work performed beyond the lines shown on the plans or as established, except as herein specified; or any extra work performed without authority will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so performed may be ordered removed or replaced at no cost to the Owner.

Should the Contractor fail to comply with any order of the Engineer/City Engineer, the Engineer/City Engineer will have the authority to cause unauthorized work to be removed and unacceptable work to be corrected or removed and replaced and to deduct the costs from any moneys due or to become due the Contractor.

105.10 Authorized Changes. All changes to the Plans performed in the field shall be reviewed, approved and authorized by the Owner prior to proceeding with the work. Any

changes to the Plans without authorization may result in removal of such item at the Contractor's expense and/or nonpayment for the work, at the discretion of the Owner.

Verbal authorized changes to the Plans in the field will not be considered for additional quantities or compensation, unless they are followed by written documentation within 24 hours. Any authorized changes to the Plans which are approved by the Owner for additional compensation shall be in written form indicating all items of work involved and the cost for each item, and will be submitted to the Owner prior to proceeding with the work involved.

105.11 Substitution of Materials and Equipment. If the Contractor desires to use a material, method or type of equipment other than those specified in the Contract, authority from the Engineer/City Engineer to do so must be requested. The request shall be in writing and shall include a full description of the materials, methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change.

Prior to proposing any substitute material, method or type of equipment, the Contractor shall satisfy itself that the material, method or type of equipment proposed is, in fact, equal to that specified, that such material or type of equipment will fit into the space allocated, that such material or type of equipment affords comparable ease of operations, maintenance and service, that the appearance, longevity and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution material, method or type of equipment will be in Owner's interest.

The burden of proof of equality of a proposed substitution for a specified material, method or type of equipment shall be upon the Contractor. Contractor shall support its request in writing with sufficient test data and other means to permit the Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material or type of equipment by a manufacturer other than those specified or brand name or model number or of generic species other than those specified will be considered a substitution. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Approval of a substitution shall not relieve the Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in the parts of the Work caused by any substitutions.

Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

No change will be made in basis of payment for the construction items involved nor in contract time as a result of an authorized change in methods or equipment under these provisions.

105.12 Construction Layout. The Engineer/City Engineer will establish a limited number of control points and associated benchmarks for the contractor's use in establishing lines, grades, profiles, structures, and other associated items of work. In general, the control

points will be located approximately 500 feet apart along the project. All other construction staking will be the responsibility of the Contractor. The Contractor shall provide a sufficient workforce skilled in construction layout to establish all lines, slopes, profiles, and structure locations necessary to construct the project according to the plans.

When section 111, "Roadway Construction Control" is included in the proposal then the Contractor shall comply with the requirements and provisions of such.

105.13 Maintenance During Construction. The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that the roadway or structures are kept in satisfactory condition at all times.

The Contractor shall be responsible for the maintenance of existing drainage ditches and channels within the right-of-way limits, including construction easements if any, from the date all work is begun on the project to the date of its final acceptance. This is not a requirement that the Contractor improve existing drainage ditches and channels, except as shown on the plans or directed by the Engineer/City Engineer. The Contractor shall maintain waterways in such condition that damage to the work or to abutting property will not result from the Contractor's operations. Obstruction of natural flow in waterways by stockpiling or storing materials, or by placement of equipment or supplies without provision for adequate bypassing of such natural flow, will not be permitted. Collections of sediment or debris that prohibits or inhibits normal function of drainage facilities shall be removed promptly.

All costs of maintenance work during construction and before the project is accepted will not be paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items in the Contract.

If the Contractor, at any time, fails to comply with the provisions of this subsection, the City will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the City may immediately proceed to maintain the project and the entire cost of this maintenance will be deducted from moneys due or to become due the Contractor on the Contract.

All roadway cuts shall be temporarily or permanently repaired in accordance with Section 405, "Asphalt Concrete Patching for Maintenance of Traffic" within 24 hours of the completion of trench backfill for the work, or segment of work, which required the excavation and/or cut.

Section 106. Control of Material

106.01 Quality Requirements. The materials used in the work shall meet all quality requirements of the Contract. Quality control, to insure that materials and workmanship, prior to and after, being incorporated into the work meets the requirements of the Contract, is the sole responsibility of the Contractor. Testing required for Contractor's quality control,

certificates of compliance, mix designs and manufacturing of materials, and as needed for Contractor's operations shall be provided by the Contractor and the costs therefore will not be paid separately but full compensation will be considered included in the contract unit prices bid for associated items.

All Quality Assurance testing, to insure that the materials and workmanship as a final product meets the requirements of the Contract, will be accomplished and paid for by the Owner. The costs for any retesting required in areas failing to meet the specified requirements shall be paid for by the Contractor.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications, on the plans or in the Special Conditions. The materials shall be manufactured, handled, and used in a workmanlike manner to ensure completed work in accordance with the plans and specifications.

106.02 Sources of Supply. To expedite the inspection and testing of materials, the Contractor shall notify the Engineer/City Engineer of proposed sources of materials before delivery. The Contractor shall furnish without charge such samples as may be required. Inspection and tests may be performed by the Engineer or Owner's designated testing firm, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as a guarantee of acceptance of such materials nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made.

The Contractor shall assume full responsibility for ordering materials of the quality and quantity required and for the delivered costs of such materials. Materials needed in the work shall be furnished by the Contractor unless otherwise stated in the Contract.

106.03 Samples, Tests, and Cited Specifications. All materials will be inspected and tested by the supplier or Contractor as required by these specifications before incorporation in the Work. Work in which untested materials are used without the approval or written permission of the Engineer/City Engineer shall be treated as provided in Subsection 105.09 "Removal of Unacceptable or Unauthorized Work."

Whenever a reference is made in the specifications to a Federal Specification, or to a specification or test designation of the American Association of State Highway and Transportation Officials, the American Society for Testing and Materials, American Water Works Association, or any other recognized national organization, it shall mean the year of adoption or latest revision of the specification or test designation in effect on the day the advertisement for bids is dated. When a specific reference is made to a dated specification or test designation, the revision in effect on that date shall apply.

When requested, the Contractor shall furnish a complete certified statement of the origin, composition, and/or manufacture of materials that are to be used in the Work.

106.04 Certification of Compliance. The Engineer/City Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificates

of Compliance stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the Project must be accompanied by a Certificate of Compliance and clearly identified.

Materials or assemblies used on the basis of Certificates of Compliance may be sampled and tested and if found not in conformity with Contract requirement will be subject to rejection whether in place or not.

The form and distribution of Certificates of Compliance shall be as approved by the Engineer/City Engineer.

106.05 Plant Inspection. The Engineer/City Engineer may undertake the observation of materials at the source. In the event plant observation is undertaken the following conditions shall be met:

- The Engineer/City Engineer shall have the cooperation and assistance of the Contractor and of the producers of materials for the Work.
- The Engineer/City Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

Adequate safety measures shall be provided and maintained.

It is understood that the Engineer/City Engineer reserves the right to retest all materials prior to incorporation into the Work which have been tested and accepted at the source of supply after the sample have been delivered and to reject all materials which, when retested, do not meet the requirements of these specifications or contract documents.

106.06 Storage of Materials. Materials shall be so stored as to assure the preservation of their quality and fitness for the work and in accordance with requirements of the Specifications; or if not covered in the Specifications, in accordance with the manufacturer's recommendations. Stored materials, even though approved before storage, may again be inspected before their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Portions of the right-of-way not required for public travel may be used for storage purposes and for the placing of the Contractor's plant and equipment, if approved by the Engineer, but any additional space required therefore must be provided by the Contractor, and at no cost to the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer, copies of such written permission shall be furnished. All storage sites shall be restored to their original condition by Contractor at his expense. Construction materials may not be stored in the roadway for more than five (5) days after unloading.

106.07 Handling Materials. All materials shall be handled in such manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the Work in tightly covered vehicles so constructed as to prevent loss or segregation of materials after loading and measuring so that there may be no inconsistencies in the

quantities of materials intended for incorporation in the Work as loaded and the quantities as actually received at the place of operations.

106.08 Unacceptable Material. All materials not conforming to the requirements of the specifications at the time they are used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer/City Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

106.09 Owner-Furnished Material. The Contractor shall furnish all materials required to complete the Work, except those specified to be furnished by the Owner. Material furnished by the Owner will be delivered or made available to the Contractor at the points specified in the Special Provisions.

The cost of handling and placing all materials after they are delivered to the Contractor will not be paid for separately, but full compensation therefore will be considered included in the contract unit price(s) bid for the item(s) with which they are used.

The Contractor will be held responsible for all material delivered by the Owner through this arrangement. Deductions will be made from any moneys due the Contractor to make good any shortages and deficiencies, from any cause whatsoever; for any damage that may occur after such delivery; and for any demurrage charges.

106.10 Salvaged Materials. All salvaged materials in reusable condition, including pavement millings, water and drainage pipe, valves, fittings and other items, remain the property of the City of Fayetteville. Contractor shall deliver items to location directed by Engineer/City Engineer or designated in specifications. Items not considered of value shall be disposed of by the Contractor at his expense.

106.11 Automatically Controlled Equipment. Whenever a breakdown or malfunction of the automatic controls occurs on scales, scale printers, batch plants, or mixing plants, the equipment may be operated manually or by other methods for a period not to exceed two working days, provided that such alternate methods of operation produce results otherwise meeting the Specifications.

Section 107. Quality Control Requirements

107.01 Description. This section shall set forth the requirements for Quality Control, including material testing and submittal requirements.

107.02 Submittal Requirements.

Submittals shall comply with subsection 105.02, "Plans and Submittals" and the following:

City of Fayetteville

All submittals required by the contract shall be submitted and approved before associated work is begun. Sufficient copies shall be submitted for the Engineer to retain two copies, the City to receive two copies and the Contractor to receive a minimum of one approved copy.

The following submittals are required:

- 1) Project Schedule
- 2) Concrete Mix Design(s)
- 3) Asphalt Mix Design(s)
- 4) Concrete Pipe Certifications
- 5) Precast Box Culvert Shop Drawings and Hydraulic Design
- 6) Listings of Project Personnel and Contact Phone Numbers
- 7) Traffic Control Plan
- 8) Striping Material
- 9) Reinforcing Steel Fabrication Drawings
- 10) Signal Equipment
- 11) Other Submittals as requested by the Engineer/City Engineer

The Engineer/City Engineer will review all submittals promptly and notify the contractor of their approval or denial. The contractor shall have approved submittals before beginning any associated work. Any work accomplished before approved submittals are received is subject to rejection and removal from the job at the contractor's expense.

107.03 Material Submittals. As a minimum, the following material submittals will be required:

- 1) Samples of on-site soils, if these soils are to be used as fill in the roadway. The Engineer/City Engineer will determine the number of samples to be taken.
- 2) Samples of soils to be used as borrow material.
- 3) Samples of material to be used as aggregate base under the roadway. One sample will be required initially. Additional samples will be taken during placement of aggregate base if deemed necessary by the Engineer/City Engineer.
- 4) Samples of material to be used as topsoil. Alternatively, the Engineer/City Engineer will inspect the site from which the topsoil is to be taken to determine its acceptability. All material samples shall be taken in the presence of a representative

from the Quality Assurance (QA)/Quality Control (QC) Laboratory. Other submittals may be required as determined by the Engineer/City Engineer.

107.04 Testing, Observation and Inspection Requirements

(a) Field Observations and Inspections. The Construction Observer will be on-site during all work which is to be paid for under the contract. The contractor shall provide one person as its on-site representative to receive instructions from the Engineer/City Engineer. This person shall be qualified and experienced in job superintendence.

The Contractor's representative shall be on-site during all work that is to be paid for under the contract. If the Contractor's representative is not on-site, the Engineer/City Engineer may order all work be stopped until such time as the contractor's superintendent returns to the job site.

The Contractor shall provide at least 24 hours of advance notice for any concrete placement.

Unless otherwise specified, the City will provide, at its expense, an independent quality assurance/quality control (QA/QC) laboratory to accomplish quality assurance testing. All testing will be scheduled with the QA/QC lab and the Contractor by the City or Engineer. The Contractor shall provide or make available samples of all material as required by these specifications as well as any other materials deemed necessary by the Engineer/City Engineer.

(b) Testing Requirements. The Contractor shall inform the Construction Observer at least 24 hours in advance of any required testing. The following is the minimum sampling and testing frequency required:

- 1) Cross Drain Backfill:** minimum of one density test per layer of material placed per pipe or box culvert location.
- 2) Storm drain/utility pipe backfill:** minimum of one density test per 500 lineal feet of pipe or portion thereof when the pipe is located in the street or under the curb and gutter.
- 3) Embankment:** minimum of one density test per layer per 500 lineal feet of roadway or portion thereof.
- 4) Subgrade:** minimum of one density test per 500 feet of roadway with a minimum of three density tests per project, and one sieve analysis and plasticity index test per project per material type for subgrade soil classification.

5) Imported Embankment and Subgrade Materials.

- (1)** One moisture/density relationship test (AASHTO T-99 with Note 7, or AASHTO T-180 with Note 8) shall be taken at the beginning of the project, and one additional moisture/density relationship test shall be taken for every 5000 cubic yards of imported material. ASTM testing methods for

moisture/density relationships may not be used for embankment and subgrade materials.

- (2) For every 20 density tests performed in accordance with the testing frequency for subgrade and embankments, a one-point moisture/density test shall be taken per AASHTO T 272.
 - 6) **Aggregate base course:** minimum of one density test and one depth measurement (depth sounding) per 500 lineal feet of roadway, with a minimum of three density tests and three depth measurements per project; minimum of one gradation test per project.
 - 7) **Asphalt Concrete Hot Mix.** Testing shall be as specified in Section 403. Core holes shall be filled with non-shrink grout mix by the Contractor. All holes shall be protected from traffic until the grout has cured.
 - 8) **Concrete for Drainage Structures and Sewer Manholes.** A minimum of one set of three concrete cylinders per day's concrete placement will be required for drop inlets, junction boxes, and manholes. Other placements will be sampled at the rate of 1 set of cylinders per 30 cubic yards of concrete placed. Slump and air entrainment tests will be conducted at the time of cylinder preparation. One cylinder will be broken at seven days and the other two will be broken at 28 days.
 - 9) **Concrete for Curb and Gutter.** A minimum of one set of three concrete cylinders per 500 lineal feet of curb and gutter or portion thereof. One cylinder will be broken at seven days and the other two will be broken at 28 days.
 - 10) **Concrete Pavement.** A minimum of one set of three concrete cylinders per 500 lineal feet of pavement or portion thereof, with a minimum of one set per project. The set shall be broken in seven and 28 days as described above. Also, one core and depth measurement per 500 lineal feet of complete pavement with a minimum of one per project. Core holes shall be filled with non-shrink grout mix. All holes shall be protected from traffic until the grout has cured.
- (c) **Provisions for Acceptance of Nonspecification Materials.** This section provides for corrective actions to be taken when test results indicate nonspecification materials or workmanship have been incorporated into the project. Any penalties, which are assessed, will be deducted from the contract price.
- 1) **Density** for Embankment, Subgrade, Pipe Backfill, and Crushed Stone Base Course: Recompact until the minimum density is obtained.
 - 2) **Depth of Crushed Stone Base Course:** The depth of the crushed stone base shall be within plus or minus one-half inch ($\pm \frac{1}{2}$ ") of the required depth. If the deficient depth is greater than one-half inch ($\frac{1}{2}$ "), additional material shall be added to reach the required depth. This material shall be incorporated into the existing material by the use of rippers or other equipment extending a minimum of 3 inches into the existing material.

- 3) **Depth and Density of ACHM Binder and Surface:** Depth and density requirements shall be as specified in Section 403 “Asphalt Concrete Hot Mix” of these specifications.
- 4) **Surface Tolerance of ACHM Surface:** Surface tolerance of ACHM Surface shall be as specified in Section 403 “Asphalt Concrete Hot Mix” of these specifications.
- 5) **Concrete Strength:** The average 28-day compressive strength of the two cylinders of a set shall be at least the required strength of the concrete specified. If the average strength is lower, the following penalties will be assessed:

% of Minimum Strength	% Reduction in Contract Price
92-100	10
85-92	25
Below 85%	Remove and Replace

- 6) **Concrete Pavement Depth:** The concrete pavement depths shall be within plus or minus three-eighths inch ($\pm 3/8$ ") of the required depth plus any additional depth required as a result of a deficient subbase depth. The average of all depth measurements shall not be less than the required depth, and any depth in excess of plus three-eighths inch ($\pm 3/8$ ") will not be used in computing the average depth. If the average depth is less than the required depth, the following penalties shall be assessed:

Deficient Depth	% Reduction in Contract Price
Req. depth to 1/8 inch	1
1/8 inch to 1/4 inch	3
1/4 inch to 3/8 inch	7
3/8 inch to 1/2 inch	15
1/2 inch to 5/8 inch	25
5/8 inch to 3/4 inch	40
More than 3/4 inch	Remove and Replace

- 7) **Concrete Pavement Surface:** The finished pavement surface shall have a maximum deviation of 1/4" when tested with a 10' straight edge parallel to the flow of traffic. Pavement cross slope shall vary by no more than 1/8" in 10' when tested with a straightedge.

Grinding shall be performed, if necessary, to remove any deviations in excess of 1/4". The grinding equipment shall be power driven and specifically designed to smooth and texture portland cement concrete by means of diamond blades. Areas that have been ground shall be re-grooved by grooving in accordance with subsection 601.16 for Class 7 surface finish, to provide a uniform texture equal in roughness to the surrounding pavement.

In addition to these requirements, if any individual test falls below the minimum requirements, the area represented by this test shall be assessed the appropriate penalty under the applicable section above.

107.05 Testing and Material Specification. These Specifications reference AASHTO Standards for testing and material. Unless specifically stated otherwise, the corresponding ASTM Standard will be allowed in lieu of the AASHTO Standard.

Section 108. Legal Relations and Responsibility to the Public

108.01 General. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Further, the Contractor shall at all times observe and comply with all such laws, ordinances, regulations, quarantines, orders, and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

All work pertaining to Electrical, Plumbing, and/or Building Crafts shall be performed in strict accordance with governing Federal, State, City, and Local Codes and Ordinances, with particular attention to the current editions of the Arkansas State Plumbing Code and the National Electrical Code as adopted by the National Fire Protection Association.

The Contractor shall comply with applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall provide safeguards, safety devices, and protective equipment and take any other action necessary to protect the life and health of employees on the project and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

Unless specified elsewhere in these specifications, the work involved or the delay or cost incident to compliance with these regulations will not be paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items of the Contract.

108.02 Hazardous Substance. If the release of a suspect hazardous substance has occurred, the Contractor shall notify the Engineer/City Engineer. This will not relieve the Contractor or responsible parties of the obligation to notify other appropriate agencies and will not relieve responsible parties of any liability.

Commonly used materials which could be potentially hazardous substances if they are spilled or enter waterbodies are: asphalt materials, concrete, cement, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, and concrete additives. This list is not all inclusive.

Notification should be made if, at any time, there is an indication of a spill. Indicators could be:

- Leaking or empty containers, surface staining, chemical odors, vegetation damage, etc.
- Oil, grease or petrochemical substances, which produce residue, coat the banks and/or bottoms of a waterbody, or produce a visible, colored film on the surface.
- Distinctly visible solids, scum, or foam of a persistent nature, or slime, bottom deposits, or sludge banks in a waterbody.

108.03 Permits, Licenses, and Taxes. Unless specified otherwise in these Specifications, the Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. These costs will not be paid for directly, but will be considered included in the contract unit prices bid for the various items of the Contract.

The Owner will obtain any railroad and Arkansas Highway and Transportation Department permits when required.

The Contractor shall obtain and pay for all permits, design fees and related costs resulting from a request by the Contractor to substitute materials or designs for those shown on the drawings or specified in these specifications.

108.04 Patented Devices, Materials, and Process. Contractors employing any design, device, material, or process covered by letters of patent or copyright shall provide for such use by suitable legal agreement with the patentee or owner. Contractors and their Sureties shall indemnify and save harmless the Owner, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the City of Fayetteville for any costs, legal expenses, and damages that it may incur by reason of any infringement, at any time during the prosecution of or after the completion of the work.

108.05 Restoration of Surfaces Opened by Permit. The right to construct or reconstruct any utility service in the highway or street, or to grant permits for such work, at any time, is hereby expressly reserved by the City of Fayetteville or the proper authorities of the political entity in whose jurisdiction the work is done and the Contractor shall not be entitled to any damages either for the digging up of the street or for any delay occasioned thereby.

Any individual, firm, or corporation wishing to make an opening in the roadway must secure a permit from the proper authority. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the roadway. When ordered by the Owner, the Contractor shall make in an acceptable manner all necessary surface repairs due to such

openings and such necessary work will be paid for as extra work, or as provided in these specifications, and will be subject to the same conditions as original work performed.

108.06 Sanitary Provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the employees as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

108.07 Public Safety and Convenience. The Contractor's work shall at all times be conducted so as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the street and the protection of persons and property shall be provided for by the Contractor as specified by these Specifications and as directed by the Owner.

All roadway cuts shall be temporarily or permanently repaired in accordance with Section 405, "Asphalt Concrete Patching For Maintenance of Traffic" within 24 hours of the completion of trench backfill for the work, or segment of work, which required the excavation and/or cut.

The Contractor shall be responsible for providing a fence to control livestock and pets in areas where existing fencing is altered under the Contract. The City may elect to include temporary fencing as a pay item under subsection 512, "Fences" of these Specifications. If temporary fencing is not included as a pay item within the proposal, then temporary fencing that is suitable for the required use shall be supplied, shall be a subsidiary item, and no separate payment shall be made for this temporary fencing. Additionally, if temporary fencing is not included as a pay item within the proposal then permanent fence if included within the plans and/or the proposal may be constructed initially, or in lieu of temporary fencing.

The Contractor shall not create a public nuisance while performing the various operations of the work. Excessive noise between the hours of 10 P.M. and 6 A.M., dust from haul roads, County roads, or State roads, and mud tracked onto City, County or State roads or streets by equipment may be considered by the City to be a public nuisance.

The Contractor will be responsible for maintaining U.S. mailboxes within the project limits in such a manner that the public may receive continuous mail service according to U.S. Postal Service regulations. Unless otherwise provided, upon completion of the project, mailboxes will be replaced as near as practicable to their original location.

108.08 Railway Provisions. All work on railroad property shall be accomplished in strict compliance with the plans, these specifications, and such Special Provisions as are appropriate to the Contract. If the work near the railway requires a permit, the Contractor shall be responsible for acquiring this permit and adhering to the permit requirements.

All work to be performed by the Contractor in construction on the railroad right-of-way shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the track of the Railway Company. The Contractor shall use all care and precaution to avoid accidents, damage, or unnecessary delay or interference with the Railway Company's trains or other property.

Plans for all sheeting or cofferdams for foundation work adjacent to operated track, and plans of falsework, staging, protective sheeting, or other temporary construction near the operated track shall be approved by the Railway Company. The Contractor shall construct the work according to the approved plans.

108.09 Work Within Regulated Floodways. All work within regulated floodways shall be accomplished within the requirements of all permits issued by the Federal Emergency Management Agency (FEMA), Corps of Engineers (COE), The State of Arkansas, the City, or other applicable agencies, and with Section 110 of the AHTD Standards "Protection of Water Quality and Wetlands."

(a) Responsibility for FEMA Permit. Within regulatory floodways all permanent and temporary fills/structures must be in accordance with FEMA and local governmental requirements. The Owner obtains all required permits and/or variances for essential work in the regulated floodway before the Contract is awarded. The Owner will apply for Contractor requested variances which it determines are necessary. The Contractor should be aware that requested temporary fills/structures may not be approved or may require mitigation.

(b) Corps of Engineers Section 404 Permit Requirements. Placement of temporary fills/structures within a regulatory floodway may also require alteration of the existing COE 404 Permit.

(c) Compensation and Extension of Contract Time. The Contractor will not be granted additional compensation or contract time due to requested floodway variances that are considered by the Engineer/City Engineer to be for the convenience of the Contractor. If, however, due to no fault of the Contractor, a floodway variance is deemed by the Engineer/City Engineer to be necessary, additional contract time and/or compensation may be considered according to the provisions of Subsection 109.10 "Claims for Adjustment and Disputes."

All permits issued to the Contractor by the U.S. Army Corps of Engineers, or other applicable agencies, for the convenience of the Contractor in accomplishing the Work, shall be complied with in full and the Project will not be accepted until the permittor has accepted the work covered by permit. The Contractor will be responsible for obtaining a release from the permittor before acceptance.

108.10 Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall comply with all laws and ordinances regarding the use of explosives; further, the Contractor shall be responsible for all damage resulting from the use of explosives.

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All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the City and in accordance with the Occupational Safety and Health Act of 1970, and the Safety and Health Regulations for Construction promulgated thereunder, but not closer than 1,000' from the road or from any building or camping area or place of human occupancy.

The Contractor shall notify the Fire Marshal of any explosive storage sites.

The Contractor shall notify each public utility company having structures in proximity to the site of the work of any intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

108.11 Protection and Restoration of Property and Landscape. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer/City Engineer has witnessed or otherwise referenced their location, and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character:

- 1) during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work, or
- 2) at any time, due to defective work or materials, and said responsibility will not be released until the project has been completed and accepted.

Property shall include but not be limited to street and roadway signs, right-of-way monuments, roadway lighting, traffic signal equipment, and any conduits and wiring. Should it become evident that any item, such as listed above, is in conflict with the proposed work, the Contractor will notify the Engineer/City Engineer so that proper steps can be taken to adjust, remove, or otherwise eliminate the conflict.

Trees located outside of the easements or as indicated on the plans shall be retained and protected. Any roots 2" or larger in diameter are to be clean cut with a hand saw where they conflict with excavation work.

When or where any direct or indirect damage or injury is done to public or private property by or as a result of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, or bear the expense of restoring, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner. Failure to do so within a period of time deemed reasonable by the Owner shall constitute noncompliance, and the City may cause the entire cost of the restoration to be deducted from moneys due or to become due the Contractor on the Contract.

108.12 Load Restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads being maintained for the traveling public. A special permit will not relieve the Contractor of liability for damage that may result from construction equipment operations. The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted.

When hauling materials over the base or surface courses under construction, the Contractor shall limit the hauling as necessary to prevent damage. No loads will be permitted on bases, pavements, or structures before the expiration of the specified curing period controlling such operations. The Contractor shall be responsible for repair of all damage resulting from construction operations. No separate payment will be made for such repairs.

108.13 Opening Section of Roadway to Traffic. Whenever any roadway, or portion thereof, is in an acceptable condition for travel, it shall be opened to traffic, as may be directed, and such opening shall not be held to be in any way an acceptance of the roadway, or any part of it, or as a waiver of any of the provisions of these specifications and the Contract. Necessary repairs or renewals made on any section of the roadway opened to travel under instructions from the Engineer/City Engineer, due to defective material or work, or to natural causes, other than normal wear and tear, pending completion and acceptance of the roadway, shall be performed at no cost to the Owner.

If the Contractor is dilatory in completing shoulders, drainage structures, or other features of the work, the Engineer may give notification in writing and establish therein a reasonable period of time in which the work should be completed. If the Contractor is dilatory or fails to make a reasonable effort toward completion in this period of time, the Engineer/City Engineer may take action as provided in subsection 105.01 "Authority of the Engineer." On such sections that are so ordered to be opened, the Contractor shall conduct the remaining construction operations so as to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the work by reason of opening such section to traffic.

108.14 Contractor's Responsibility for Work. Until final acceptance of the project by the City, the Contractor shall have the charge and care thereof and shall take every precaution against injury, theft, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries, thefts, or damages to any portion of the work occasioned by any of the above causes before final acceptance, and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy, or of governmental authorities.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and maintenance of the traveled way, and shall erect any necessary temporary structures, signs, or other facilities. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing

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condition all living material in newly established plantings, seedings, and soddings furnished under the Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The protection of the work shall be accomplished at no cost to the City.

In case of errors or negligence on the part of the Contractor, any expenses incurred by the City for engineering, observation, inspection, testing, design, or evaluation relative to correction of the work will be assessed against the Contractor.

108.15 Contractor's Responsibility for Utility Facilities and Services. At points where the Contractor's operations are adjacent to railroad or utility facilities, damage to which may result in loss or inconvenience, work shall not begin until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any utility facilities in their removal and rearrangement operations so that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption of utility services, as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If utility service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the Owner.

108.16 Furnishing Right-of-Way. The City will be responsible for the securing of all necessary rights of way in advance of construction within the limits indicated on the plans. Acquisition of right-of-way by the City does not include areas required by the Contractor for material sources (borrow, gravel, topsoil, sod, etc.), plant sites, equipment storage, stockpiles, disposal of waste or excess material, or any other areas required for the proper prosecution of the work. The Contractor is responsible for obtaining, at no cost to the City, areas outside the right-of-way required for such purposes and shall, at the City's request, furnish copies of agreements with the property owners. The Contractor may, with the approval of the City, use areas within the right-of-way that are outside the construction limits for these purposes. Erosion control, prevention of water pollution, and restoration of all such areas, both inside and outside the right-of-way, shall be performed by the Contractor according to the specifications and at no cost to the City.

108.17 Personal Liability of Public Officials. In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the City or its authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents or representatives of the City of Fayetteville.

108.18 No Waiver of Legal Rights. Final acceptance according to Subsection 109.15(b) “Final Acceptance” shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the City be precluded from recovering from the Contractor or the Surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill obligations under the Contract. A waiver on the part of the City of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the City for any or all of the following: fraud or such gross mistakes as may amount to fraud, the City’s rights under any warranty or guaranty, or any latent defects in the work.

Section 109. Prosecution and Progress

109.01 Subletting of Contract. The Contractor will be permitted to sublet a portion of the Contract, except that work amounting to not less than 40% of the total Contract amount must be performed by the Contractor’s organization. If the Bidder intends to sublet any portion of the Work, the Bidder shall furnish a list of subcontractors as a material part of his sealed proposal on the form provided, listing the description of work to be performed by each subcontractor. The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of bids. Upon request, the bidder shall furnish experience statements, with reference to any requested Subcontractor, prior to Notice of Award. If there being no objection in writing by the Owner to the listed subcontractors prior to the award of the Contract, the subcontractors will be deemed acceptable to the Owner. If bidder does not intend to sublet any part of the work, he shall insert the word “NONE” on the form provided. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, of his right, title, or interest therein, without prior written consent of the Owner and of the surety. The Contractor shall not remove and/or substitute the listed subcontractors without prior written consent of the Owner.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds.

The Contractor shall perform with his own organization, unless otherwise authorized by the Special Conditions, work amounting to not less than 40% of the total Contract amount. No subcontractor shall further subcontract any portion of the work without the written consent of the Contractor and acknowledgement of the Owner.

The Owner will not recognize any subcontractor on the Work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the Owner. The Contractor will be held responsible for the progress of the subletted work in accordance with the contract progress required.

109.02 Prosecution and Progress. Contractor shall be responsible for planning, scheduling and reporting the progress of the work to ensure timely completion of the

Contract. For Contracts under \$2 million, or where specified in the Special Conditions, the following schedule requirements shall apply: Prior to or at the Preconstruction Conference, the Contractor shall submit two copies of his proposed schedule of operations for acceptance by the Engineer/City Engineer. The proposed Schedule shall be a bar chart or schematic (arrow) diagram showing the work stages and operations for all major activities required by the Contract, including the starting and completion of date of each part, and shall include dates of any proposed road closure, and any significant or required milestone events. Unless approved by the Engineer/City Engineer, activities shown on the Schedule shall not exceed 15 working days in length. The Schedule shall be of sufficient detail to allow day-to-day monitoring of Contractor's progress.

For Contracts over \$2 million, the following Critical Path Schedule requirements shall apply: Prior to or at the Preconstruction Conference, the Contractor shall submit a preliminary network analysis system defining the Contractor's planned operations during the first sixty calendar days after the date of the Notice to Proceed. The Contractor's general approach to the remainder of the Project shall be indicated. Within 30 calendar days of the Notice To Proceed, the Contractor shall submit a complete network analysis system, consisting of logic diagrams, computer mathematical analysis, calendar, and narration, to cover the Contractor's anticipated time schedule for the complete Project. As a minimum, the network analysis system shall include the following features:

- 1) Shall be time-scaled in calendar days with activities plotted on their early start and finish dates. Unless approved by the Engineer/City Engineer, activities shown on the Schedule shall not exceed 30 working days in length.
- 2) Network diagram shall show the order and interdependence of activities and the proposed sequence in which the work is to be accomplished as planned by the Contractor in coordination with all subcontractors. The sequence and logic shall be clear. The critical path activities shall be prominently distinguished.
- 3) Network diagram shall show for each activity the preceding and following activity, activity description, the total float, and the duration of the activity.
- 4) Activities shown shall include, in addition to construction activities, such tasks as submittal review and delivery times for long-lead time items, franchise utility work, subcontractor work, and owner-furnished equipment delivery.

The Contractor shall submit monthly updated Schedules with their pay estimate requests. The Contractor shall indicate on such updated Schedule actual construction progress, extra work added to Contract, and any proposed changes to the operation sequence. If the progress of the Work is significantly behind schedule, the updated Schedule shall also reflect any revised operation sequence, changes in equipment, labor forces, or working shifts, or other pertinent factors by which insufficient progress will be made up to allow the Contract completion within the time set forth in the Contract, including time extensions granted to date.

All submitted schedules and updated schedules shall be reviewed and accepted by the Engineer/City Engineer. If after review, the Engineer/City Engineer determines that the

schedule is not acceptable per the requirements listed above, the Contractor shall make adjustments and resubmit the schedule within 30 calendar days. Failure of the Contractor to submit an acceptable Schedule or monthly updated Schedule as required will be grounds for Owner to withhold an additional ten percent on the monthly progress payments, in addition to the normal retention, until Contractor is in compliance. Additional money withheld will be paid, upon compliance, in the next scheduled monthly estimate.

Acceptance of Contractor's schedules by Engineer/City Engineer shall not be construed as relieving Contractor of the obligation to complete the Work within the Contract Time; or as granting, rejecting, or in any other way acting on Contractor's requests for adjustments to the date for completing Contract Work, or claims for additional compensation. Such requests shall be processed in strict compliance with other relevant provisions of the Contract.

No measurement or direct payment will be made for Contractor costs relating to preparation and submission of schedules, updates and revisions thereto, the cost being considered as included in the prices paid for Contract items.

Contractor shall carry on the work and maintain the progress schedule during all disputes or claims with Engineer/City Engineer. No work shall be delayed or postponed pending resolution of any disputes or claims, except as Contractor and the Owner may otherwise agree in writing.

Float time is not for the exclusive use or benefit of either the Owner or Contractor. Extension of time for performance may be granted, as allowed in subsection 109.08, for delays caused solely by action or inaction by the Owner to the extent that equitable time adjustment for the activity affected exceeds the total float of the project, or where an impact on the contract completion date can be shown.

109.03 Limitations of Operations. Contractor shall abide by the City ordinance of allowing work between 7:00 AM and 11:00 PM, Monday through Saturday and Sunday between 9:00 AM and 11:00 PM. The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic and utility services. Due regard shall be given to the location of detours, bypasses, and to the provisions for handling traffic and utility services. No work shall be opened up to the prejudice or detriment of work already started. The Engineer/City Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience. For roadway overlay projects and drainage projects, each individual street or section of drainage must be completed, including all site restoration, within 45 days of the start of work operations within that street or section, unless otherwise authorized by the Engineer/City Engineer.

Except in connection with the safety or protection of persons or the work or property at the site, and except as otherwise indicated in the Contract Documents, all work that requires inspection shall be performed during City of Fayetteville regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday as designated in Subsection 101(c) "Definitions" without Engineer/City

Engineer's written consent. Contractor to submit a written request to the Engineer/City Engineer for non-regular working hours 48 hours in advance of the start of such work.

109.04 Character of Workers, Methods, and Equipment. The Contractor shall at all times provide sufficient materials, equipment, and labor to guarantee the completion of the Project according to the Plans and Specifications within the contract time. The Contractor shall advance the Work so that the available time is appropriately utilized in order to complete the Work within the contract time.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner, or is intemperate, belligerent or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the work by written notice and withhold moneys due until such orders are complied with.

All equipment that is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that are demonstrated to the satisfaction of the Engineer as being capable of accomplishing the Contract work in conformity with the requirements of the Contract.

When the Contract specifies that the construction be performed by using certain methods and/or equipment, such methods and/or equipment shall be used unless others are authorized by the Engineer in accordance with Subsection 105.11 "Substitution of Materials and Equipment."

109.05 Determination of Contract Time.

(a) General. The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract, and will be known as the "Contract Time". The contract time will be specified as a fixed completion date or as calendar days.

Standard Street and Drainage Specifications

The Contractor shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

The Engineer/City Engineer will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the Contractor shall complete this work in a timely manner or the Engineer/City Engineer will resume time charges.

(b) Fixed Completion Date. When the contract time is specified as a fixed date, it will be the date on which all work on the project shall be substantially complete.

(c) Calendar Day. Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events are: (On A Monthly Basis)

Month	Normal Weather-Related Events
January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

No changes in contract times will be allowed for any reason without a request in writing from the contractor. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the contractor's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted for to the Engineer/City Engineer within 5 days of the end of the month to be considered. No compensation will be made for monetary damages due to weather delay(s).

(d) Working Day. Only when the contract time is specified in working days, the provisions of Section 109.08(d) shall apply.

Time will be assessed for each day on which, in the judgment of the Engineer/City Engineer and subject to the limitations below, conditions allow the Contractor to effectively utilize 60% of normal forces and equipment to prosecute the work required at that time, for at least

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60% of the Contractor's normal working hours, regardless of whether the Contractor actually works.

The Engineer/City Engineer will not assess a working day when conditions exist beyond the control and without the fault of the Contractor that prevent the utilization of forces and equipment as defined above. Also, for the purpose of assessment of working days, inaccessibility to a portion of the work due to utility conflict or utility work, either of which prevents utilization of forces and equipment as defined above, will be considered as an adverse working condition for the time exceeding that specified in the Contract for the utility adjustment. The ability of vendors, suppliers, and subcontractors to provide materials and/or services is considered within the Contractor's control for the purpose of assessment of working days.

Time from December 21 through January 15, inclusive, will not be assessed against the contract time.

Saturdays and City recognized holidays, other than those designated above, which may be declared by the City for certain special or unusual circumstances, will be optional to the Contractor as working days, and time will not be assessed unless work is performed that requires inspection. If work is performed, contract time assessment will be based upon the same conditions as a normal working day.

Contract time will not be assessed during a full suspension of the work as ordered by the Engineer/City Engineer. During a partial suspension of the work as ordered by the Engineer/City Engineer, the contract time will be assessed in direct proportion to the ratio of the money value of the items not suspended to the total contract amount.

Each pay estimate will state the each working day charged during the preceding period and the total number of working days charged to date. If the Contractor disagrees with the working days charged by the Engineer/City Engineer, then the Contractor shall, within 10 calendar days of signing the pay estimate, give the Engineer/City Engineer written notice of such disagreement and the reasons therefore. If the Contractor does not provide written notice within 10 calendar days of signing the pay estimate, no subsequent request for review will be considered.

109.06 Rights in and Use of Materials Found on the Work. The Contractor, with the approval of the Engineer, may use on the Project such stone, gravel, sand, or other material, determined suitable by the Engineer, as may be found in the planned excavation and will be paid both for the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used. However, the Contractor shall replace with other acceptable material at no cost to the Owner all of that portion of the excavation material so removed and used that was needed for use in the embankments, backfills, approaches, or otherwise. No charge for the material so used will be made against the Contractor. The Contractor shall not excavate or remove any material from within the roadway location that is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the Engineer.

Planned excavation, for the purposes of this subsection, is defined as all excavation shown on the plans and/or as changed by the Engineer for any purpose other than obtaining additional material lying within the planned typical sections and slopes. Planned excavation also includes any excavation made beyond the ends of the Project for the purpose of blending the new construction into the existing roadway.

Unless otherwise provided, any material from any existing structures designated salvageable that is to remain the property of the owner, may be used temporarily by the Contractor in the erection of the new structure. Such material shall not be cut or otherwise damaged. Material thus used and subsequently cut or damaged by the Contractor's action or inaction shall be replaced in kind with new material of like dimension at no cost to the Owner.

109.07 Final Clean Up. Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall remove from the right-of-way, from any temporary plant sites, and from any temporary equipment and material storage sites, all construction equipment, falsework, discarded material, rubbish, debris, temporary structures, footings, and all surplus material. The Contractor shall restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work and shall leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the length of the work under contract.

No burning will be permitted on City of Fayetteville property, right-of-way, or easement without an approved burn permit issued by the City of Fayetteville Fire Department and concurred with by the Engineer. It is the Contractor's responsibility to determine prior to bidding whether or not a burn permit will be approved and issued. When perishable material is burned, it shall be under the constant care of a competent watcher. Burning shall be accomplished at such times and in such manner that the surrounding vegetation, adjacent property, or anything designated to remain on the right-of-way will not be jeopardized. Contractor shall cease all burning when meteorological conditions are unsuitable for burning operations. Materials and debris that cannot be burned shall be removed from the right-of-way and disposed of at locations off the project.

Contractor shall have proposed dump sites for waste material approved by the City of Fayetteville prior to disposition of any waste onto these sites.

The materials, labor, equipment, and expense of the final cleaning up of the Project will not be paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items in the Contract.

109.08 Failure to Complete Work on Time. Time is an essential element of the Contract and it is important that the Work be pressed vigorously to completion. The cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the Work is lengthened. The public is subject to detriment and inconvenience when full use cannot be made of the Project.

The Owner shall be entitled to recover from the Contractor all ascertainable damages arising from the delay in completion. Said damages shall include, without limitation, all engineering,

inspection, supervision, and legal expenses directly incurred by the Owner because of such delay.

Additionally, Contractor agrees that the Owner and/or public will suffer other damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with the Contract Documents. Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, Contractor agrees to pay the sums stated in the proposal and Contract as liquidated damages and not as penalty for each calendar day or part thereof that the Work remains uncompleted after the contract time has expired.

Should the amount otherwise due the Contractor be less than the amount of such damages provided above, the Contractor and the Surety shall be liable to the Owner for such deficiency.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Section 110. Measurement and Payment

110.01 Measurement of Quantities. Work acceptably completed under the Contract will be measured by the Engineer/City Engineer according to United States Standard measures. Only actual quantities will be paid for unless otherwise specified. Unless otherwise specified, the following listed methods will be used:

- 1) For computing volumes of excavated materials specified for measurement by the cubic yard, the average end area method will be used.
- 2) Structures will be measured to the neat lines as shown on the plans or as finally constructed at the direction of the Engineer/City Engineer.
- 3) Items that are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed.
- 4) In determining the area for items bid on a square yard or acre basis, except as noted below, the longitudinal measurement will be made along the actual surface of the item and not horizontally, and transverse measurements shall conform to the dimensions shown on the plans or as directed by the Engineer/City Engineer.
- 5) In determining the area for all seeding and mulch cover items bid on an acre basis, when the area is a strip of varying width running approximately parallel to the centerline of the roadway, the longitudinal dimension will be measured horizontally and the transverse dimension will be measured parallel to the surface of the area

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seeded and/or mulched. For other areas of seeding and mulch cover items, all measurements will be made parallel to the surface of the area seeded and/or mulched. The area will be computed to the nearest 0.01 acre.

- 6) Materials that are specified for measurement by the ton shall be hauled in approved vehicles bearing a plainly legible identification number and weighed on accurate, approved scales furnished by the Contractor and inspected by a registered scale mechanic at least once a year and before their use after each move. Scales shall be located at the loading point or other approved location.
- 7) The scales shall be an automatic weighing system, with digital or springless dials, and equipped with an automatic ticket printer. An automatic ticket printer is defined as a device connected to the weighing system in such manner that it automatically detects the weight determined by the system. It shall store and recall the TARE weight when the operator enters the truck identification. It shall print the following information on the ticket:
 - Gross, Tare, and Net weights.
 - Identification of the truck.
 - Current date.
 - For asphalt mixtures, the time of loading or weighing.
 - A unique ticket number (may be preprinted on the tickets).

The NET weight should be computed by the weighing system; however, it may be computed manually and keyed in for printing. When the net weight of the material is determined by batch weights, the scales used shall meet all applicable requirements specified for truck scales, including automatic ticket printing, except that the GROSS and TARE weights will not be required. The ticket shall accompany each load delivered to the project. In addition to the items shown above that must be printed by the ticket printer, the following information shall also be shown on each ticket:

- Identification of the project.
 - Identification of the material being delivered, including mix design numbers for asphalt mixtures. The ton shall be the short ton of 2000 pounds. Vehicles used to haul materials measured by weight shall be weighed empty for each load, or shall be weighed daily or from time to time during the day as the Engineer may direct, to establish the tare weight of each load. The scales furnished shall be capable of weighing the entire loaded vehicle at one time. Deduction will be made for the weight of moisture in aggregates in excess of 5% of the oven-dry weight of the material.
- 8) A station when used as a definition or term of measurement will be 100 linear feet measured horizontally.
 - 9) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract.

- 10) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
- 11) When mutually agreed, the plan quantity of any item may be taken as the Final Contract Quantity. Items to be paid at plan quantity shall be agreed upon in writing before work begins.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Of necessity the items described and shown as components are discussed in a general manner only, describing the major pieces of equipment and/or materials. Any item and/or appurtenance not specifically mentioned shall be considered a portion of the bid item to which, in the opinion of the Engineer, its function is most directly related. Failure to list all items and/or appurtenances does not relieve the Contractor from furnishing all apparatus, devices, labor or materials of whatever nature required for a complete installation in accordance with the intent of the Drawings, approved Shop Drawings and these Specifications.

The successful Contractor shall, as soon as possible after award of the Contract, submit a list itemizing the components of each lump sum bid item and their respective costs to be used as an aid in the preparation of partial payments.

110.02 Scope of Payment. Payments to the Contractor will be made for the actual quantities of contract items completed and accepted according to the plans and specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the proposal schedule, the contract unit prices will still prevail, except as provided in Subsection 110.03, "Payment and Compensation for Altered Quantities" below.

The Contractor will receive and accept the compensation herein provided as full payment for furnishing all materials, labor, equipment, tools, and incidentals necessary to the completed work; for performing all work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work until its final acceptance by the City; for all risks of every description connected with the prosecution of the work; for all expenses incurred by, or in consequence of, the temporary suspension or discontinuance of the work as herein specified; for any infringement of patent, trade mark, or copyright; for all costs of permits, licenses, fees, and taxes; and for completing the work in an acceptable manner according to the plans and specifications. The payment of current or final estimate, or of retained percentage, shall in no degree prejudice or affect the obligation of the Contractor, at no cost to the City, to repair, correct, renew, or replace any defects or imperfections in the construction of the roadway and its appurtenances, or in the strength of or quality of materials used therein or

thereabouts, or relieve the Contractor from the payment of all damages due to such defects; provided such defects, imperfections, or damages shall be discovered on or before the final inspection or acceptance of the entire work. No retained percentage payable under the Contract, or any part thereof, shall become due and payable, if the City so elects, until the City is satisfied that the Contractor has fully settled or paid for all materials and equipment used in or upon the work, and for all labor done in connection therewith, and the City, if it so elects, may pay any or all such accounts wholly or in part and deduct the amount or amounts so paid from the final estimate.

Any overpayments made to the Contractor or Surety, from whatever cause, are due and payable to the City upon receipt by the Contractor or Surety of a request setting forth the particulars, regardless of pending claims or intention of the Contractor or Surety to file a claim.

110.03 Payment and Compensation for Altered Quantities. When alterations in plans or quantities of work not requiring a change order are ordered and performed as provided in Subsection 104.02, “Alterations of Plans or Character of Work” or 104.03, “If and Where Directed Items” and when such alterations result in an increase or a decrease of the quantity of work to be performed, the Contractor shall accept payment in full at the contract unit prices for the actual quantities of work accomplished, except as provided in Subsection 104.02, “Alterations of Plans or Character of Work” or 104.03, “If and Where Directed Items”, and no allowance will be made for anticipated profits, organization or overhead expense, or interest.

Increased or decreased work involving change orders will be paid for as stipulated in such change orders.

Section 111. Roadway Construction Control

111.01 Description. When this item is included in the proposal, it shall consist of furnishing and maintaining all lines, grades, and measurements necessary for the proper execution of the roadway work under the Contract, all according to the plans and specifications.

111.02 Materials. The Contractor shall furnish all stakes, templates, straightedges, surveying equipment, and other devices necessary for establishing, setting, checking, marking, and maintaining points, lines, grades, and layout of the work called for on the plans and in the specifications.

111.03 Construction Requirements.

(a) City Responsibilities. The Engineer/City Engineer will establish the benchmarks and horizontal control points referenced on the plans, certified correct by the Engineer, and furnish the data to the Contractor at the beginning of work.

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Any additional information provided by the Engineer shall be verified by the Contractor before use and the Contractor shall accept full responsibility for any costs incurred as the result of the use of such additional information. Any checking performed by the Engineer/City Engineer will not relieve the Contractor of the responsibility for the final results.

The City will be responsible for taking all measurements to establish both current estimate and final estimate pay quantities, including any horizontal and vertical control points necessary to complete such measurements. When making these measurements, the Engineer/City Engineer may use any points, stakes, lines, or elevations that have been set by the Contractor.

(b) Contractor Requirements. Roadway Construction Control shall include use by the Contractor of the plans and the vertical and horizontal control points established by the City as described above to perform all required construction surveying and layout. The Contractor shall make all necessary calculations and set all stakes including, but not limited to: centerline stakes; offset stakes; reference point stakes; additional bench marks as needed; slope stakes; pavement lines; curb lines; grade stakes; roadway drainage; pipe culverts; box culverts; underdrains; clearing and grubbing limits; guardrail; fence; blue tops for subgrade, subbase, and base courses; and any other points, lines, or elevations deemed necessary for proper control of the work.

On projects that include an ACHM overlay and/or Asphalt Surface Treatment, the Contractor shall mark the stationing by setting a stake at least every 200 feet along the roadway. These stakes shall be placed on the shoulder or slope so that they will not interfere with the construction operations, but will be usable for determining locations along the roadway. On projects with widening sections where a grade line is not shown on the plans, the Contractor shall profile the existing pavement at the centerline and edges of pavement. This profile data shall be furnished to the Engineer/City Engineer for use in the establishment of the finished grade line. This finished grade line will be furnished to the Contractor for use in computing and setting all grades required to construct the finished roadway section. The Contractor shall be responsible for joining the work to contiguous roadways and/or bridges in an acceptable manner. This shall include making minor adjustments to the plan grade and/or typical section as necessary to construct a smooth transition from the new work to match the existing roadway.

The Contractor shall provide sufficient qualified personnel to complete the work accurately. The supervision of the Contractor's surveying and personnel shall be the responsibility of the Contractor, and any errors resulting from the operations of such personnel shall be adjusted or corrected by the Contractor at no cost to the City.

The Contractor shall maintain adequate survey notes as the work progresses and make them available to the Engineer/City Engineer on request. Copies of survey notes designated by the Engineer/City Engineer shall be provided for the City's permanent project records. The Contractor shall be responsible for the accuracy and uniformity of the construction stakes, lines, grades, and layouts. Any errors in the work constructed due to errors in the

Contractor's Roadway Construction Control shall be adjusted or corrected by the Contractor at no cost to the City.

111.04 Method of Measurement. Roadway Construction Control will be measured as a complete unit.

111.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract lump sum price bid for Roadway Construction Control, which price shall be full compensation for furnishing and maintaining all necessary lines, grades, and measurements; and for furnishing all engineering personnel, equipment, materials, tools, and incidentals necessary to complete the work.

No adjustments in the lump sum price bid will be made for Roadway Construction Control required due to normal increases or decreases in Contract quantities. However, if the amount of Roadway Construction Control required is increased or decreased in connection with a Change Order, compensation will be adjusted accordingly.

Partial payments for Roadway Construction Control will be made in proportion to the amount of work accomplished on this item. No additional payment will be made for re-staking needed to maintain the control.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Roadway Construction Control	LS

Section 112. Trench and Excavation Safety Systems

112.01 Description. This item covers trench and excavation safety systems required for constructing improvements that necessitate open excavations on the project. All work under this item shall be in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P", a copy of which may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. This document is hereby incorporated into the Specifications.

112.02 Notifications Required. The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet.

The contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b)(2) for the purpose of locating utilities and underground installations.

112.03 Existing Structures and Utilities. Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the owner of the structure or utility and the Engineer/City Engineer.

112.04 Method of Measurement. After award of the contact, the Contractor shall submit to the Engineer/City Engineer a breakdown of costs for work involved in the lump sum price bid for "Trench and Excavation Safety Systems" and shall, with each periodic payment request, submit a certification by the Contractor's "competent person" as defined in Subpart P 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work which payment is requested.

112.05 Basis of Payment. The work required by this item will be paid for at the lump sum price for "Trench and Excavation Safety Systems".

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#3-Trench and Excavation Safety Systems	LS

DIVISION 200. EARTHWORK

Section 201. Clearing, Grubbing, and Demolition

201.01 Description. This work consists of clearing, grubbing, removing, and disposing of all vegetation, obstructions and debris within designated limits of the Right-of-Way and easement areas. Vegetation and objects designated to remain shall be preserved free from injury or damage.

201.02 Definitions. Clearing, Grubbing, and Demolition shall be defined as follows:

Clearing shall consist of: cutting, removing, and disposing of trees, snags, stumps, shrubs, brush, limbs, and other vegetative growth. Clearing shall also include the preservation of trees, shrubs, and vegetative growth, which are not designated for removal.

Grubbing shall consist of the removal and disposal of wood or root matter below the ground surface remaining after clearing and shall include stumps, trunks, roots, or root systems greater than 2 inches in diameter to a depth of two feet below the natural ground surface.

Demolition shall consist of: removal and disposal of existing fences, drainage structures, abandoned pipelines or utilities, paving, curbs and gutters, which are not designated to remain. The work may also include demolishing and/or removing from the site building structures or portions thereof, which are more particularly described in the plans and Special Provisions, together with all appurtenances, including canopies, porches, and awnings.

201.03 Construction Requirements. All surface objects, trees, stumps, roots, and other protruding obstructions designated for removal shall be cleared and grubbed, including required mowing. Undisturbed and sound stumps and nonperishable solid objects located more than two feet below subgrade and slope of embankments may remain in place. When authorized, stumps and nonperishable solid objects that are located more than 1 foot below the ground line may remain if they are located outside the construction limits of excavation and embankment areas.

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

Low hanging, unsound, or unsightly branches shall be removed from trees or shrubs designated to remain. Trees extending over the roadway shall be trimmed to provide a clear height of 18 feet about the pavement elevation. All trimming shall be accomplished with skilled workers and in accordance with good tree surgery practices.

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

Existing pipes, culverts, bridges, and other drainage structures shall be removed to the natural stream bottom and those parts outside the stream shall be removed to 1 foot below natural ground surface. Materials designated as City salvaged material shall be dismantled without

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damage and stored at designated locations. All other structures shall be removed from the Right-of-Way.

All concrete pavement, base course, sidewalks, curbs, gutters, buildings, foundations, slabs, ballast, gravel, bituminous material, and pavement materials shall be disposed of unless specifically stated otherwise in the Plans or by the Engineer/City Engineer.

Moveable buildings to be demolished may be removed from the right of way intact if the contractor so elects.

Concrete designated for use as rip rap shall be broken into pieces not to exceed 150 pounds and stockpiled at designated locations or promptly placed where specified on the project.

Ballast, gravel, bituminous material, or other surfacing or pavement materials designated for salvage shall be stockpiled at designated locations without contaminating the material with dirt or foreign materials. Old concrete pavement, sidewalks, curbs, gutters, and similar structures to be left in place shall be sawed to a straight and true vertical line or removed to an existing joint as shown on the plans or as directed by the Engineer/City Engineer.

In embankment areas, cavities resulting from removal of obstructions shall be backfilled and compacted with suitable material under Subsection 202.03.

Disposal of material and debris shall be done under applicable Federal, State, County, and City laws, ordinances, and regulations. Perishable material if burned shall be under constant care of a watchman so the surrounding vegetation, adjacent property, and anything designated to remain is not jeopardized.

Materials and debris may be disposed of by burial at locations acceptable to the City within the project limits, if at least 12 inches of cover material is provided and the area is graded, shaped, and seeded according to these specifications or otherwise restored to present a pleasing appearance. Said burial and restoration shall be at the Contractor's expense.

201.04 Measurement and Payment. No measurement of this item will be made. Payment will be made on a lump sum basis.

<u>Pay Item</u>	<u>Pay Unit</u>
#4-Clearing, Grubbing, and Demolition	LS

Section 202. Excavation and Embankment

202.01 Description. This work consists of excavation, hauling, disposal, placement, consolidation and compaction of all materials encountered within the limits of the work that is not covered under another item. For purposes of this section, roadway shall be defined as all locations within 1 foot of the back of curbs and gutters that define the edges of public streets.

Excavation will be classified as one of the following:

(a) Unclassified Excavation. Unclassified Excavation consists of the removal and disposal of all material of whatever character encountered in the work not covered under other items. This shall include removal of material in existing ditch lines along roadways to a depth of 1 foot below existing grade in the ditches. This shall also include stripping and excavation of existing material as required up to a depth of one (1) foot below existing grade in embankment areas.

(b) Rock Excavation. Rock Excavation includes removal and disposal of rock material that by actual demonstration cannot be excavated with a Caterpillar Model No. 215D LC track-mounted hydraulic excavator equipped with two rippers or similarly approved equipment. Rock excavation also includes boulders one-half cubic yard or more in volume.

(c) Undercut Excavation. Undercut excavation includes removal and disposal of material not suitable for use as embankment material that is below the proposed subgrade elevation and that is more than one foot (1') below existing ground within the roadway.

Embankment will be classified as one of the following:

(a) Select Embankment. Select Embankment includes all material placed within the limits of the proposed roadway within 24 inches of the top of subgrade elevation. Select Embankment material may include approved on-site or approved off-site material meeting the requirements of section 202.02 (c) below.

(b) Embankment. Embankment includes material other than select embankment that is placed within the limits of construction to achieve planned grades.

202.02 Materials.

(a) General. Samples of material to be used as embankment material shall be submitted for approval per the requirements of these specifications. All material shall meet the requirements The City of Fayetteville Code of Ordinances.

(b) Stone backfill. Stone backfill shall be as defined and specified in subsection 205, Undercut and Stone Backfill.

(c) Embankment. Embankment shall consist of soil, or a mixture of soil and stone or gravel or other acceptable material, reasonably free from sod, stumps, logs, roots or other perishable or deleterious matter, and shall be capable of forming a stable embankment when compacted.

Material placed within 24 inches of the proposed top of subgrade elevation shall meet the following requirements.

- 1) Material classified by the AASHTO Soil Classification System as A-1, A-2, or A-3, having a maximum of 35 percent of the material passing the number 200 sieve, and having a CBR equal to or greater than 8.

2) Material not meeting the above requirements for AASHTO Classification and gradation, but having a CBR equal to or greater than 8 and a Liquid Limit and Plasticity Index of less than or equal to 40 and 15, respectively.

3) Material not meeting the above requirements for liquid limit and plasticity index may be used if chemically modified by the use of lime, fly ash, or cement. The type and amount of treatment shall be determined by a material testing lab approved by the City. The chemically modified soil must meet all requirements of Section 2 above.

202.03 Construction Requirements.

(a) General. Excavations and embankments shall be finished to smooth and uniform surfaces. No excavation material shall be wasted without permission of the Engineer/City Engineer. Excavation and embankment operations shall be conducted without disturbing material outside the staked construction limits. Before beginning excavation, grading, and embankment operations, all necessary clearing, grubbing and top soil removal in that area shall be completed.

Excess or unsuitable excavated material, including topsoil, rock and boulders, shall be disposed of at locations acceptable to the Engineer/City Engineer. All approved surplus material shall be used to uniformly widen embankments and flatten slopes within the Right-of-Way. Rocks and boulders shall be covered with a minimum of one (1) foot of embankment material.

Demolition of old roadways shall include filling of all ditches and grading to restore the original contour of the ground producing a pleasing appearance by forming natural, rounded slopes. Removal and disposal of pavements and base courses shall be performed under Section 201.

(b) Rock Excavation. Material classified as rock shall be excavated to a minimum depth of 6 inches and a maximum depth of 12 inches below proposed subgrade within the limits of the roadbed. The excavation shall be backfilled and compacted with material designated in the Contract or approved by the Engineer/City Engineer. Rock excavation removed in excess of 12 inches below subgrade will not be measured and paid for. Rock excavation backfill of the depth in excess of 12 inches below proposed subgrade is at the Contractor's expense.

Undrained pockets shall not be left in the rock surface. Depressions shall be drained. Bore holes shall be drilled along the slope line, maintaining the drill holes at the angle designated on the plans and ensuring that all drill holes are in the same plane. The diameter, spacing, and loading of presplit holes shall result in a neat break. The presplitting holes shall be drilled for the full depth of the ledge. The initial presplitting of a geological formation shall be accomplished utilizing a 100-foot test section. After drilling, loading, and shooting this test section, the material shall be removed to determine if the diameter, spacing, and loading of the presplit holes are adequate to give an acceptable backslope. If the results are determined to be acceptable, the presplitting may continue throughout the geological formation using those methods and procedures. If the presplitting is determined to be

unsatisfactory, adjustments shall be made in the spacing, diameter and loading of the presplit holes utilizing another 100-foot test section.

Presplitting holes shall be loaded with explosives as per the manufacturer's recommendations. The cost of presplitting shall be included in the unit bid price for rock excavation.

(c) Undercut Excavation. If and where directed by the Engineer/City Engineer, unsuitable material encountered at the proposed subgrade elevation shall be removed to the depth specified or directed by the Engineer/City Engineer and backfilled and compacted with approved off-site material, in accordance with this section or in accordance with subsection 205, Stone Backfill as indicated or directed. Excavation operations shall be conducted so necessary measurements can be taken before replacing unsuitable material with approved backfill.

No payment will be made for this item if:

The contractor does not notify the Engineer/City Engineer of potential areas requiring undercut before excavating these areas.

An area that was previously stable becomes unstable due to actions of the contractor. These causes include, but are not limited to, ponding of water and construction traffic.

The Contractor does not allow the Engineer/City Engineer sufficient time to measure the undercut excavation volume before placing backfill material.

In addition, no payment will be made to remove and replace any embankment material placed on unsuitable soil that subsequently requires removal and replacement.

(d) Embankment Construction. Embankment construction includes the preparation of the areas where embankments are placed, placement and compaction of approved embankment material for replacement of unsuitable material, and placement and compaction of embankment material in all cavities and depressions within the roadway area.

Rocks, broken concrete, and other solid materials shall not be placed in embankment areas where piling is to be placed or driven.

Benching shall be required when embankment is placed on hillsides or against existing embankment with slopes that are steeper than 6-to-1 when measured at right angles to the roadway and shall be continuously benched in loose lifts not to exceed 12 inches. Benching shall be wide enough to permit the operations of placement and compaction equipment. All horizontal cuts shall begin at the intersection of the ground line and the vertical side of the previous bench. Existing slopes shall also be stepped to prevent wedging action of the embankment against structures. Excavation from benching shall be compacted with the new embankment material and the cost for benching and recompaction shall be included in the unit bid price for excavation.

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When natural ground is within 4 feet of the subgrade, all sod and vegetable matter shall be removed from the surface where embankment is placed. The cleared surface shall be completely broken up by plowing, scarifying, or stepping to a minimum depth of 6 inches and shall then be compacted to the specified embankment density. Sod not requiring removal shall be thoroughly disked prior to embankment construction. Wherever a compacted road surface containing granular material lies within 3 feet of the subgrade, the old road surface shall be scarified to a minimum depth of 6 inches and compacted to the specified embankment density.

If embankment can only be placed on one side of abutments, wing walls, piers, or culvert headwalls, compaction shall be accomplished without overturning of or placing excessive pressure against the structure. The fill adjacent to the end bent of a bridge shall not be placed higher than the bottom of the backwall until the superstructure is in place. When embankment is placed on both sides of a concrete wall or box-type structure, the embankment shall be brought up equally on both sides of the structure. Embankment that is adjacent to structures or inaccessible to normal compaction equipment shall be placed in 4" loose lifts and compacted with mechanical equipment to 95% of maximum density as determined by AASHTO T99.

Roadway embankment shall be placed in horizontal lifts not to exceed 8 inches (loose measurement) and compacted to the specified density before the next lift is placed. Spreading equipment shall be used to obtain uniform lift thickness prior to compaction. As the compaction progresses, leveling and manipulating shall be continuous to assure uniform density. Moisture content shall be increased or decreased as necessary to obtain the required density and stability. Construction equipment shall be routed uniformly over the entire embankment surface.

When the excavated material consists predominantly of rock too large to be placed in 8-inch lifts, the material may be placed in thicknesses up to the average rock dimension not to exceed 3 feet. Each lift shall be leveled and smoothed by distribution of spalls and finer fragments of earth. Rock shall not be end dumped directly on the previously completed lift of embankment. Rock shall be dumped in the lift of embankment being constructed and pushed into place. The lifts shall not be constructed above an elevation 2 feet below the finished subgrade.

A minimum of 2 feet of compacted embankment shall be placed over structures before rock is placed.

(e) Moisture and Density Requirements. All lifts in embankment areas shall be compacted to not less than 95 percent of the maximum density. The moisture content of the material shall be uniformly increased or decreased to within 2% of optimum moisture content before compaction.

Maximum density will be determined using AASHTO T99 (Standard Proctor). In-place field density measurements shall be determined using AASHTO T 191, T233 , or T 310.

Density requirements do not apply to portions of embankments constructed of materials such as rock that cannot be tested by approved testing methods.

202.04 Method of Measurement.

(a) Undercut and Backfill will be measured by the cubic yard of material placed and compacted according to the specifications and as directed by the Engineer/City Engineer. Measurements of the excavated area will be taken by the Engineer/City Engineer after excavation and before backfilling. The quantity of Undercut and Backfill will be measured as In Place quantities. Measurement for undercut will begin at subgrade elevation or one (1) foot below existing ground, whichever is lower.

(b) Rock Excavation will be measured by the cubic yard of rock in place actually removed according to the specifications. Measurements taken after the rock is removed and before any associated backfilling will be used to calculate rock excavation quantities.

(c) Unclassified Excavation will not be measured and the plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. In such case, the revised quantity shall be agreed upon prior to beginning any work associated with the change.

(d) Embankment and Select Embankment will not be measured and the plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. In such case, the revised quantity shall be agreed upon prior to beginning any work associated with the change.

202.05 Basis of Payment. Quantities of earthwork completed, accepted and measured as provided above will be paid for at the Contract Price bid as follows:

(a) Undercut Excavation shall be paid for at the Contract Price bid per cubic yard (CY) for Undercut and Backfill. Said price shall be full compensation for excavation, disposal, furnishing, hauling, placing, and compacting approved off-site material according to the plans and specifications. This price shall not include final compaction and finish grading to subgrade elevation. Final compaction and finish grading will be paid for under the item "Subgrade Preparation."

(b) Rock excavation shall be paid for at the Contract Price bid per cubic yard (CY) for Rock Excavation. Said price shall be full compensation for rock removal and disposal to the lines and depths shown on the plans and according to these specifications, and for furnishing, hauling, placing, and compacting approved material in the excavated area as required.

(c) All earthwork not paid for under other items will be paid for under the separate items (1) Unclassified Excavation or (2) Embankment as follows:

(1) Excavation shall be paid for at the Contract Price bid per cubic yard (CY) for Excavation. Said price shall be full compensation for excavation, hauling off, and disposal

of all materials on the project that are not required for completion of the project; and any other excavation, grading or other miscellaneous earthwork items not included in other items of work. The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made.

(2) Embankment shall be paid for at the Contract Price bid per cubic yard (CY) for Embankment. Said price shall be full compensation for placement of materials on the jobsite, whether from on-site or off-site sources, to establish the lines and grades shown on the plans; placement of embankment as backfill for excavated areas to 1 foot below existing ground in roadway areas; and any other embankment, grading or other miscellaneous earthwork items not included in other items of work. The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made.

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Undercut and Backfill	CY
NA-Rock Excavation	CY
#5-Unclassified Excavation	CY (Plan Quantity)
#6-Select Embankment	CY (Plan Quantity)
NA-Embankment	CY (Plan Quantity)

Section 203. Subgrade Preparation

203.01 Description. This work consists of preparing the subgrade for placement of the base course, curb and gutter, and asphalt courses. The intent of this specification is to provide a stable subgrade consisting of approved material compacted as specified.

203.02 Materials. Materials not specified.

203.03 Construction Requirements. Material at subgrade will receive one or a combination of the following treatments as directed by the Engineer/City Engineer:

(a) Unsuitable material will be excavated to a depth as directed by the Engineer/City Engineer, disposed of, and replaced with off-site material approved by the Engineer/City Engineer. This material shall be placed and compacted to conform to Subsection 202.03.

(b) If the material is acceptable for use as subgrade material, the subgrade will be scarified to a depth of 8 inches and recompact to conform to Subsection 202.03 of these Specifications.

(c) In areas requiring fill to achieve subgrade elevation, the subgrade shall consist of approved on-site or off-site material meeting the requirements of Subsection 202.02 and compacted in accordance with Subsection 202.03 of these Specifications.

The subgrade shall be shaped for its full width to the required grade and cross section. The finished subgrade shall not vary at any point by more than .02 foot from the prescribed elevation.

Finished sections damaged by construction operations shall be corrected by the contractor at no cost to the City.

203.04 Method of Measurement. Measurement for this item will be as follows:

(a) Excavation and backfill of any areas of subgrade requiring undercut will be measured as specified in Section 202.04.

(b) Subgrade Preparation will be measured by the square yard. Measurement will include all subgrade area including areas up to 1' behind proposed back of curbs or to the edge of the roadway pavement where curb is not specified. Measurement will include areas of undercut, areas that receive scarification and recompaction of existing acceptable material, and areas where fill material is required to achieve subgrade elevation. The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. In such case, the revised quantity shall be agreed upon prior to beginning any work associated with the change.

(c) Fill material required to achieve subgrade elevation will be measured as specified in Section 202.4.

203.05 Basis of Payment. Quantities of earthwork completed, accepted and measured as provided above will be paid for at the Contract Price bid as follows:

(a) Undercut Excavation shall be paid for as stated in Section 202.5a. This price shall not include final compaction and finish grading to subgrade elevation. Final compaction and finish grading will be paid for under the item "Subgrade Preparation."

(b) Subgrade preparation will be paid for at the Contract Price per square yard (SY) for Subgrade Preparation. Said price shall be full compensation for scarification (if required), compaction, and finish grading of subgrade areas.

Pay Item

Pay Unit

#7-Subgrade Preparation

SY (Plan Quantity)

Section 204. Select Grading and Topsoil

204.01 Description. This work consists of excavating, placing, and compacting material between the back of the roadway curb and the limits of the work. It also includes grading and placing topsoil in this area or other disturbed areas.

204.02 Materials.

(a) General. Material used for backfilling curbs and grading for sidewalk shall be free of trash, organics, and other deleterious materials.

(b) Topsoil. Topsoil may be obtained from sources outside the right-of-way limits or from areas within the project limits that will be occupied by cuts and/or embankments. When topsoil is furnished from sources outside the right-of-way, the Contractor shall be responsible for locating and obtaining the material and for performing all work, including erosion control, prevention of water pollution, and restoration, according to the specifications. The cost of such work will be considered included in the contract unit price bid for Topsoil Furnished and Placed. At the request of the City, the Contractor shall furnish copies of agreements with the property owners.

Topsoil shall be good quality, fertile, friable, surface soil and consist of loamy sand, sandy loam, clay loam, or sandy clay loam and shall be clean, rich, dark soil that contains adequate organic material. River sand will not be accepted as topsoil. Topsoil shall be reasonably free from subsoil, slag, weeds, grasses, roots, or stones greater than:

- 1/4 inch for residential/commercial lawn areas, garden areas, or landscaped areas, or
- 1 inch for all other areas.

Topsoil shall have a pH suitable for intended use areas. Topsoil shall be obtained only from naturally well-drained sites where topsoil occurs in depths greater than 4". Topsoil shall not be obtained from bogs, marshes or steep clayey slopes. Topsoil shall not be stripped, collected, or deposited while wet.

In no case shall topsoil be excavated more than 12" from the original ground level. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sods and herbaceous growth, such as grass and weeds, shall not be removed but shall be thoroughly broken up and intermixed with the soil during handling operations.

204.03 Construction Requirements.

(a) Curb Backfill and Grading. After curbs have set sufficiently, they shall be backfilled with approved material and graded so that no ponding will occur. Areas on which sidewalk or driveways are to be constructed shall be compacted to 90% of maximum density as measured by AASHTO T99 or ASTM D698 (Standard Proctor).

Upon completion of the construction of sidewalks, driveways, and other items of construction within the construction limits, all areas to receive topsoil shall be excavated, graded, backfilled and compacted as necessary to remove all depressions, ridges, soft areas, waste concrete, and other items that will interfere with placement of the topsoil layer. All slopes shall be excavated to a maximum slope of 1 vertical foot in 3 horizontal feet unless otherwise noted in the plans or directed by the Engineer.

(b) Topsoil Placement. After the areas to receive topsoil have been prepared to the satisfaction of the Engineer/City Engineer, topsoil placement may begin.

Topsoil shall be placed on all earth areas to a minimum depth of 4 inches unless shown otherwise on the plans or directed by the Engineer/City Engineer. Topsoil shall be graded to within 1 inch of finished elevation, and lightly compacted. Before placing seed all topsoiled areas shall be lightly scarified and raked to remove rocks, sticks, roots, and other undesirable materials as outlined in Section 204.02b.

204.04 Method of Measurement.

(a) Curb Backfill and Grading. Backfilling of curbs and grading of areas between the back of curb and the construction limits will not be measured and is considered subsidiary to excavation and embankment items.

(b) Topsoil. Topsoil furnished and placed will be measured by the square yard based on the location. Measurement will be made to the permanent street right-of-way or permanent easement or to the toe or top of slopes as shown on the plans. Areas outside these limits disturbed by the Contractor restored in accordance with these Specifications at no cost to the City.

204.05 Basis of Payment. Quantities completed, accepted, and measured as provided above will be paid for at the Contract Price bid as follows:

(a) Topsoil will be paid for at the unit price bid per square yard (SY). Said price shall be full compensation for excavating, stockpiling, hauling, placing, grading, and all other labor, tools, and equipment to provide a layer of topsoil in accordance with the specifications.

<u>Pay Item</u>	<u>Pay Unit</u>
#8-4" Topsoil Placement (Yard Areas)	SY
NA-4" Topsoil Placement (Other Areas)	SY

Section 205. Undercut and Stone Backfill

205.01 Description. This item shall consist of excavation and disposal of unsuitable materials and furnishing, hauling, placing, spreading, consolidating and compacting stone materials as specified at locations designated on the Plans or as designated by the Engineer/City Engineer.

If and where directed by the Engineer/City Engineer, unsuitable material encountered at the proposed subgrade elevation shall be removed to the depth specified or directed by the Engineer/City Engineer and backfilled with Stone Backfill as further defined herein.

205.02 Materials.

a) Stone Backfill. Stone for Stone Backfill shall be hard, durable, crushed stone aggregate, as manufactured by local quarries, ranging in size from 1 1/2" (40mm) minimum to 6" (150mm) maximum. Stone Backfill shall not contain more than 5% by weight of shale, slate or other deleterious matter. The stone shall be uniformly graded and the amount passing the 1 1/2" (37.5 mm) sieve shall be not more than 10% by weight.

b) Aggregate Base Course Cap. When backfilling with Stone Backfill to subgrade elevation, or to an elevation below subgrade when directed by the Engineer/City Engineer, the top 4" to 6" (100 mm to 150 mm) shall be material complying with subsection 401, "Aggregate Base Course" for Class 7 Aggregate Base Course.

205.03 Construction Requirements.

(a) Excavation. Excavation operations shall be conducted so necessary measurements can be taken before replacing unsuitable material with approved backfill.

(b) Stone Backfill. The area shall be excavated and the Stone Backfill shall be placed within the limits shown on the Plans or as designated by the Engineer/City Engineer. The excavated materials shall be disposed of by the Contractor in compliance with these Specifications. The stone may be dumped into the areas undercut without regard to depth of layer. The stone shall be spread, shaped, and consolidated to the line and grade determined in the field by the Engineer to provide a firm and unyielding foundation for the subgrade and/or subbase course and/or base course.

(c) Aggregate Base Course Cap. The Class 7 Aggregate Base Course Cap shall be compacted per the requirements of subsection 401, "Aggregate Base Course".

205.04 Method of Measurement.

(a) Undercut and Stone Backfill will be measured by the ton of material placed and consolidated or compacted according to the specifications and as directed by the Engineer/City Engineer. Measurements of the excavated area will be taken by the Engineer/City Engineer after excavation and before backfilling. The quantity of Undercut and Backfill will be measured as In Place quantities. Measurement for undercut will begin at subgrade elevation or one (1) foot below existing ground, whichever is lower.

(b) Aggregate Base Course Cap shall not be measured for separate payment but shall be measured and paid for as Stone Backfill.

205.05 Basis of Payment.

(a) Undercut Excavation and Stone Backfill shall be paid for at the Contract Bid Price per ton for Undercut and Stone Backfill. Said price shall be full compensation for excavation and disposal of unsuitable material; for furnishing, hauling, placing, shaping and consolidating or compacting material according to the plans and specifications; and for all labor, equipment, tools, and incidentals necessary to complete the work. Excavation and backfill authorized by the Engineer/City Engineer that is in excess of the volume occupied by the Stone Backfill

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will be measured and paid for under the appropriate subsections of these Specifications for the appropriate classifications of material.

(b) No payment will be made for this item if:

The contractor does not notify the Engineer/City Engineer of potential areas requiring undercut before excavating these areas.

An area that was previously stable becomes unstable due to actions of the contractor. These causes include, but are not limited to, ponding of water and construction traffic.

The Contractor does not allow the Engineer/City Engineer sufficient time to measure the undercut excavation volume before placing backfill material.

In addition, no payment will be made to remove and replace any embankment material placed on unsuitable soil that subsequently requires removal and replacement.

<u>Pay Item</u>	<u>Pay Unit</u>
#9-Undercut and Stone Backfill	Ton

DIVISION 300. STORM DRAINAGE

Section 301. Storm Drainage Pipe

301.01 Description. This work consists of the construction or reconstruction of pipe culverts, including excavation and backfill of storm sewer trenches.

301.02 Materials. All materials supplied under the requirements of this section shall meet the requirements of Section 606 of AHTD Specifications. All reinforced concrete pipe shall be Class III unless otherwise shown on the Plans or directed in the Specifications. Sizes and gauges of corrugated metal pipe shall be as shown on the plans.

301.03 Construction Requirements.

(a) General. Unsuitable material excavated for storm sewer placement shall be disposed of under Subsection 202.03(a). Suitable surplus excavated material shall be used in the construction of embankments. Unsuitable excavated material below the designed bottom of pipe elevation shall be replaced and compacted using approved material. Rock, hardpan, and other unyielding material shall be excavated below the designed grade for a depth of 6 inches minimum and 8 inches maximum. This extra depth excavation shall be backfilled with approved bedding material. Trenches shall be excavated to a minimum width that allows for proper jointing of the pipe and compaction of backfill material under and around the pipe. The completed trench bottom shall be firm for its full length and width.

(b) Bedding. All storm sewer pipe shall be bedded with a minimum of 4 inches of approved granular material. Bedding shall be placed to the required depth and shaped to conform to the bottom configuration of the pipe.

(c) Laying Pipe. Pipe placement shall begin at the downstream end. Pipe shall be in contact with the shaped bedding throughout its full length. Bell or groove ends of concrete pipe and outside circumferential laps of flexible pipe shall be placed facing upstream. Flexible pipe shall be placed with longitudinal laps or seams at the sides.

Paved or partially lined pipe shall be laid so the longitudinal centerline of the paved segment coincides with the flow line. Elliptical pipe shall be installed so the orientation of a vertical plane through the longitudinal axis of the conduit does not vary more than 5 degrees from the design orientation.

Pipe that is not in true alignment or that shows settlement after placement shall be removed and re-laid at no cost to the City.

(d) Joining Pipe. The method of joining pipe sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even.

Pipe protruding through structure walls shall be cut off flush with the inside face of wall and grouted.

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All surfaces of the joint upon or against which joint seal gaskets may bear shall be smooth, free of spalls, cracks, fractures, and imperfections that would adversely affect the performance of the joint. A primer shall be applied if recommended by the manufacturer.

When preformed rubber gasket is selected by the Contractor, the gasket shall be the sole element depended upon to make the joint flexible and watertight. The gasket shall be a continuous ring that fits snugly into the annular space between the overlapping surfaces of the assembled pipe joint to form a flexible watertight seal.

The gasket shall not be stretched more than 30% of its original circumference when seated on the spigot or tongue end of the pipe.

When bitumen/butyl plastic gasket is selected by the Contractor, the following procedure shall be used. The protective wrapping shall be removed from one side of the gasket. The gasket shall be pressed firmly to the vertical shoulder of the pipe joint, end to end continuing around the entire circumference of the joint. The remaining protective wrapping shall be removed and the pipe forced into connection until material fills the joint space.

For either type of gasket used and to ensure an even and well filled joint, the final joining of the pipe shall be accomplished by either pushing or pulling, by approved mechanical means, each joint of the pipe as it is laid. In cold weather, when directed, the joint material shall be warmed in a hot water bath, or by other approved methods, to the extent required to keep the material pliable for placement without breaking or cracking.

(e) Backfilling. The pipe shall be backfilled with bedding material in 4 inch compacted lifts to the springline. Pipe placed under roadways or driveways will then be backfilled with aggregate base material meeting the requirements of Section 401 placed in 4 inch lifts compacted to 95% of maximum density near optimum moisture as determined by AASHTO T180 or ASTM D1557. Flowable fill in accordance with these specifications may be used as an alternate to the aggregate base material. For the purpose of this section, roadway shall be defined as back of curb to back of curb.

All other areas shall be backfilled with material free from lumps or clods placed in layers not to exceed 6" at or near optimum moisture content and compacted with mechanical equipment to 90% of the maximum density, as determined by AASHTO T 99 or ASTM D698, to the limits shown on the plans. Pipe damaged during construction operations shall be replaced at no cost to the City.

When the existing material excavated for the pipe trench is declared by the Engineer/City Engineer as unsuitable for pipe backfill, this material shall be placed at other locations on the job and used to backfill behind curbs and/or placed on the fill slopes. If the Engineer/City Engineer determines that no suitable location exists on the job to utilize this material, the Engineer/City Engineer may approve the material to be wasted at an appropriate location outside the job limits. Material declared unsuitable for backfill shall be replaced with suitable material from roadway excavation and/or off-site sources.

(f) Curtain walls for Flared End Sections. The foundation for curtain walls shall be prepared to the required depth. For cast-in-place curtain walls, the forming, placement of

reinforcing steel, and placement, finishing, and curing of concrete shall be according to the applicable requirements of subsections 601' "Cast-in-Place Concrete" and 602, "Reinforcing Steel". Precast curtain walls shall be installed according to the applicable requirements for laying concrete pipe. Curtain walls shall not be measured for separate payment but shall be included with and subsidiary to Flared End Sections.

(g) Temporary Repairs for Roadway Cuts. All roadway cuts shall be temporarily or permanently repaired in accordance with Section 405, "Asphalt Concrete Patching For Maintenance of Traffic" within 24 hours of the completion of trench backfill for the work, or segment of work, which required the excavation and/or cut.

301.04 Method of Measurement. Storm drainage pipe of the type and size specified will be measured by the linear foot (LF) measured parallel to the flowline of the pipe. Where inlets, junction boxes, or other structures are included in lines of pipe, that length of pipe extending to and flush with the inside of the structure wall will be included for measurement but no other portion of the structure length or width will be so included. Whenever possible, the lengths shown on the plans may be adjusted by the Engineer/City Engineer to accommodate the pipe lengths available from the supplier that most nearly match the plan lengths. Flared end sections for pipe culverts will be measured by the unit and will include the curtain wall, complete in place.

301.05 Basis of Payment. Work completed, accepted, and measured as provided above will be paid for at the Contract Price bid as follows:

(a) Pipe will be paid for at the unit price per linear foot (LF) for each type and size of pipe and type of backfill specified; which price shall be full compensation for furnishing, hauling, and installing the pipe; for material including joint filler for concrete pipe and connection bands for metal pipe; for excavation and backfilling, including class 7 base as required, and for all other labor, tools, and equipment necessary to complete the work.

(b) Flared End Sections (FES) will be paid for at the unit price per each (EA) for the type and size of the flared end section specified; which price shall be full compensation for furnishing, hauling, and installing the flared end sections; for material including joint filler for concrete pipe and connection bands for metal flared end sections; for curtain walls complete in place; for excavation and backfilling, including compacted backfill, and for all other labor, tools, and equipment necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#10-18" RCP Under Pavement Class IV	LF
#11-18" RCP Class III	LF
#12-24" RCP Class III	LF
#13-18" RCP FES	EA
#14-24" RCP FES	EA

Section 302. Drop Inlets and Junction Boxes

302.01 Description. This item shall consist of the construction of drop inlets, junction boxes, and drop inlet extensions with rings and covers or grates and frames.

302.02 Materials.

(a) All concrete for this section shall conform to the requirements for Class A Concrete as provided in Section 601.

(b) Reinforcing steel shall conform to the requirements of Section 602.

(c) Steel for welded steel grates and frames shall conform to the requirements of ASTM A 36.

(d) Iron castings for rings and covers, grates and frames, and other appurtenances shall conform to the requirements of ASTM A 48, Class 30A. Bearing surfaces between rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact. Castings shall be of the weight shown on the plans. Minimum weight of ring and lid shall be 275 pounds. The lid shall include the standard City of Fayetteville logo according to the Standard Details.

(e) Precast concrete units of the type, size, and designation shown on the plans may not be used unless written permission is given by the City. Precast units shall be subject to the requirements of AASHTO M 199. Units so manufactured must be certified by a professional engineer registered in the State of Arkansas that they have been designed and manufactured according to AASHTO M199 and that they meet the requirements for HS20 loading. Joint materials shall conform to Subsection 301.02.

(f) Curing Materials. Curing materials shall meet the requirements of Subsection 601.15.

302.03 Construction Requirements. Drop inlets, junction boxes, and drop inlet extensions shall be constructed with either reinforced or non-reinforced concrete, as shown on the plans.

Concrete shall not be placed until the Engineer/City Engineer has inspected the forms and the placement of reinforcing steel and rings or frames.

Round monolithic drop inlets may have the floors cast monolithically with the walls. All other concrete floors shall be placed at least 24 hours before beginning construction of the walls. A longer period of time may be required if weather conditions make it necessary.

When completed, the concrete shall be cured as specified in Subsection 601.15.

Walls shall be constructed to form a tight joint with the floor and around the inlet and outlet pipes. Pipes shall be cut flush with the inside surfaces of the wall.

Utility lines that are carried through the walls shall be protected in an approved manner to avoid damage.

Faces of drop inlets and drop inlet extensions shall be placed as a part of the curb in order to preserve the proper alignment.

Precast concrete drop inlets or junction boxes may be used only by special permission of the City. Inlet and extension tops and throats will be cast-in-place with no exceptions.

Precast reinforced concrete drop inlet or junction box sections shall be carefully set with joints conforming to the requirements of Subsection 301.03(d).

Metal rings or frames shall be set accurately to the finished elevations so that no subsequent adjustments will be necessary. They shall be set in a full mortar bed with firm bearing on the walls or securely fastened to the forms so that no movement will occur when concrete is placed around them.

Welded steel grates and frames shall be welded with ¼" fillet welds, and painted in accordance with the plans.

302.04 Backfilling. Backfill around inlets and junction boxes shall be with approved material as defined in the following paragraphs. Backfilling of inlets and junction boxes shall not begin until results of concrete cylinder tests demonstrate that concrete has reached 75% of specified strength. Backfill material shall be placed in layers not to exceed 4" in depth and shall be compacted to 95% of maximum density as measured by AASHTO T 99 for soil materials or by AASHTO T 180 for aggregate base materials.

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

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

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

302.05 Method of Measurement. Drop inlets, junction boxes, and drop inlet extensions will be measured by the unit. One drop inlet extension unit is measured at a 4' length. Each

unit shall consist of the concrete frame, the ring and grate, and any pipe required to form the vertical portion of the drain including a standard elbow or tee.

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#15-Detention Pond Outfall Structure	EA

Section 303. Concrete Box Culverts

303.01 Description. This work consists of constructing reinforced concrete box culverts, in accordance with the details shown on the plans, and to the lines, grades, and dimensions shown on the plans. This work also includes associated wingwalls and aprons at the ends of the box culvert.

303.02 Materials. Concrete for reinforced concrete box culverts shall be class B in accordance with Section 601 unless specified otherwise. Reinforcing steel shall be in accordance with Section 602. Precast concrete box culverts shall be subject to the requirements of AASHTO M 259-98 and AASHTO M 273-00. Units so manufactured must be designed and certified by a professional engineer registered in the State of Arkansas that the precast culvert(s) have been designed and manufactured according to AASHTO M 259-988 and/or AASHTO M 273-00 for the site specific conditions and the requirements for minimum HS20 live load.

303.03 Construction Requirements. Concrete box culverts shall be constructed on firm, unyielding material. Unsuitable material found at the planned elevation of the box bottom shall be removed and replaced with material acceptable to the Engineer/City Engineer to provide an adequate foundation for construction of the box culvert. No concrete shall be placed before approval of the subgrade by the Engineer/City Engineer.

Reinforcing steel and concrete for box culverts shall be provided and placed in accordance with Sections 601 and 602 and as detailed on the plans. All concrete shall be placed in the dry unless otherwise directed by the Engineer/City Engineer.

Precast box culverts shall be placed in accordance with Section 301.03.

Backfill material placed within the roadway limits (defined as centerline of roadway to 1' behind the back of curb) or under driveways and parking lots shall be AHTD Class 7

aggregate base material or gravelly clay material, generally known as “hillside”. Aggregate base shall be placed in layers not to exceed 4” loose depth and shall be compacted to 95% of maximum density as determined by AASHTO T 180 or ASTM D1557. “Hillside” material shall be placed in layers not to exceed 8” loose depth and shall be compacted to 95% of maximum density as determined by AASHTO T 99 or ASTM D698.

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

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

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

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

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

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

303.05 Basis of Payment.

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

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-(Size) Cast-in-Place Concrete Box Culvert	LS or LF
NA-(Size) Precast Concrete Box Culvert	LS or LF
NA-Wingwalls & Appurtenances	LS

Section 304. Vacant

Section 305. Open Channels

305.01 Description. This work consists of construction of open channels, including earthen and concrete channels.

305.02 Channel Excavation. Channels shall be excavated to the lines and grades shown on the plans. All constructed grades and slopes shall be within ± 0.1 feet of the plan grade. Ponding or standing water in the constructed channel will not be allowed.

305.03 Earthen Channel Finishes. Earthen channels shall receive a 4" minimum layer of topsoil meeting the requirements of Section 204. Topsoil shall be firmly compacted, then the surface scarified in preparation for seed or sod. All rocks and clods larger than 1 inch in diameter shall be removed before seeding or sodding operations begin. Seeding or sodding as specified on the plans shall be accomplished according to the requirements of Section 505.

Erosion control fabric, if specified, shall be placed according to manufacturer's specifications. Fabric shall be of the type specified unless an alternate type is approved in writing by the City. The Contractor shall submit a sample of the alternate fabric type along with specifications before such approval is granted.

305.04 Concrete Ditch Paving.

(a) Materials. Concrete for ditch paving shall be Class A concrete in accordance with section 601.

(b) Construction Requirements.

- 1) Subgrade.** The subgrade shall be excavated or filled to the required grade. Soft and yielding material shall be removed and replaced with suitable material and the entire subgrade shall be thoroughly compacted.
- 2) Forms.** Forms shall be constructed of metal or wood, free from warp, and of sufficient strength to resist springing during the process of depositing concrete. They shall be securely staked, braced, set, and held firmly to the required line and grade. Forms shall be cleaned and oiled before concrete is placed against them.

- 3) **Placing and Finishing.** The concrete shall be deposited in the forms upon a wetted subgrade to such depth that when it is compacted and finished, the flow line shall be at the required elevation and the sides at required widths, slopes, and thicknesses. The concrete shall be thoroughly compacted and the edges along the forms spaded to prevent honeycomb. The flow lines and sides shall be struck off with a straightedge and tamped sufficiently to flush mortar to the surface, after which it shall be finished with a wood float to a smooth and even surface. Edges shall be rounded with a ¼" edger.

Transverse joints ¼" wide shall be tooled or sawed perpendicular to the flow line at intervals not greater than 15' measured longitudinally along the flow line. Joints shall continue across the bottom and up the slope to form a continuous joint. 3" diameter weepholes shall be spaced at 10' intervals along the channel. These weepholes shall be constructed in both channel walls a minimum of 6 inches and a maximum of 1 foot above the channel flowline. Weepholes will not be required if the channel wall is less than 1' tall.

When completed, the concrete shall be cured as specified in Section 601.

- 4) **Backfilling.** Immediately after the forms have been removed, the spaces on each side of the paving shall be backfilled with suitable material and compacted with mechanical equipment. Solid sodding shall be placed in conjunction with backfill when provided on the plans.
- 5) **Expansion Joints.** When a section of ditch paving terminates at a drop inlet or other structure, a space not less than ½" wide shall be left between the end of the paving and the structure. This space shall be filled with joint filler conforming to the requirements of AASHTO M 213. Expansion joints shall also be placed between successive placements or as directed by the Engineer/City Engineer.
- 6) **Placement on Slopes.** Slope paving shall begin at the toe of the slope and be constructed to the lines and dimensions as shown on the plans or as directed.
- 7) **Toewalls.** Concrete toewalls shall be constructed at the ends of all paved channels that do not terminate at a concrete structure. Toewalls shall be a minimum of 8" thick and 3' deep below the flowline of the channel, and shall be placed monolithically with the concrete channel.

305.05 Method of Measurement.

(a) Excavation for earthen or concrete channels shall be measured by the cubic yard (CY) of material removed. Quantities will be measured by cross sections taken before and after excavation operations. Payment for plan quantity of channel excavation will be made unless a change in the channel profile or cross section is made.

(b) Concrete channels will be measured by the square yard (SY) of concrete placed.

(c) Erosion control fabric will be measured by the square yard (SY) of area covered by fabric. Overlaps, splices, and other additional fabric required for proper placement of fabric according to manufacturers' specifications will not be measured.

305.06 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price per square yard for concrete channels and per square yard for erosion control fabric. Said price shall be full compensation for placement and finishing of concrete as specified, placement of erosion control fabric per manufacturer's specifications, and all other labor, equipment, and materials necessary for a complete installation of each item as detailed on the plans.

Excavation will be paid on a CY basis. The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. Payment for excavation shall include excavation and removal of material as required, grading to proposed elevations, and all other items of work required to prepare proposed channel areas for concrete or topsoil as required. Topsoil, seeding, and sodding as specified or shown on the plans will be paid for under other items of work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Channel Excavation	CY (Plan Quantity)
NA-Concrete Channel Paving	SY
NA-Erosion Control Fabric	SY

Section 306. Filter Blanket and Riprap

306.01 Description. This item consists of a protective layer of riprap, including filter blanket.

306.02 Materials. Stone for riprap shall be from an approved source and shall consist of a durable material with a percent of wear not greater than 45 by the Los Angeles Abrasion Test (AASHTO T96). Riprap stone shall have angular or fractured faces, and shall not weigh less than 140 pounds per cubic foot.

Riprap stone shall be well graded to produce a minimum of voids. The maximum size of each piece shall be no greater than 18" in any dimension, and approximately 50% of material shall consist of pieces weighing 35 pounds or more.

Filter blanket material shall consist of crushed stone reasonably well graded from coarse to fine as approved by the Engineer/City Engineer, or shall be a synthetic geotextile filter fabric meeting the requirements of AASHTO M288 for Erosion Control Class A.

306.03 Construction Requirements.

(a) General. Prior to placing filter blanket and riprap, the slopes shall be shaped as shown on the plans. When rock or hard shale is encountered at the toe of the slope, the riprap shall be keyed into this material the depth of the riprap.

Riprap shall be placed immediately following construction of the embankment in order to provide slope protection.

(b) Filter Blanket. Granular filter blanket material shall be spread uniformly on the previously prepared and approved surface to the thickness and location shown on the plans. Placement of the material by methods that will cause segregation or cause damage to the surface will not be permitted. Compaction of filter blanket will not be required, but it shall be finished to present a reasonably even surface free from mounds or windrows.

When fabric is used in lieu of granular material, it shall be placed directly on the prepared surface. Fabric sections may be placed vertically or horizontally on the slope. Adjacent fabric sections shall be joined by overlapping a minimum of 2' at the edges and pinning the overlapped strip with U-shaped wire pins, single shaped steel pins with metal disc heads, or similar fasteners. The fasteners shall be 6" or more in length and shall hold the fabric firmly in place. Fasteners shall be inserted through both strips of overlapped fabric at intervals of approximately 4' along the overlap. Additional pins shall be installed as necessary to prevent displacement of the fabric.

Fabric shall be overlapped in the direction of water flow. The fabric shall be turned down and buried approximately 12" at the exterior limits.

No construction equipment will be permitted directly on the fabric.

(c) Dumped Riprap. Stone or broken concrete for dumped riprap shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practicable percentage of voids and shall be constructed to the lines and grades shown on the plans or as directed by the Engineer/City Engineer. Unless otherwise specified, the minimum rip-rap depth shall be 18 inches. Material shall be placed in such a manner as to avoid displacing the underlying material. The larger pieces shall be well distributed throughout the entire mass and the finished riprap shall be free from objectionable pockets of small or large pieces. Hand placing, to a limited extent, may be required, but only to the extent necessary to secure the results specified above. Placing riprap by dumping into chutes or by similar methods likely to cause segregation of various sizes will not be permitted.

Riprap stone shall not be deposited in a manner that will cause damage to the filter blanket. Any damage to fabric during placement of riprap shall be corrected by the Contractor at no cost to the City prior to proceeding with the work. Damaged fabric shall be repaired by placing a piece of fabric large enough to cover the damaged area, overlapping, and pinning in accordance with this section.

306.04 Measurement and Payment. Quantities of 18" thick rip-rap will be measured by the square yard (SY). Filter blanket will not be measured.

Payment for quantities of rip-rap completed and accepted and measured as provided above will be paid for at the unit contract price bid per square yard. Said price shall be full compensation for excavation and grading, placement of filter fabric, and placement of the rip-rap to the lines, grades, and depth specified.

Payment will be made under:

Pay Item

Pay Unit

#16-Rip Rap

SY

Section 307. Flowable Select Material

307.01 Description. This item shall consist of the furnishing, mixing, and placing a flowable mixture of portland cement, fly ash, sand, and water for backfilling bridge abutments, pipe culverts, box culverts, structural plate pipe and arches, or other uses as approved by the Engineer/City Engineer. The material shall be placed in close conformity with the lines, grades, dimensions, and details shown on the plans or established by the Engineer.

307.02 Materials. The materials used in the flowable select material shall conform to the applicable requirements of Section 601. The portland cement, fly ash, and chemical admixtures shall be listed on the QPL.

(a) Mix Design. The mix design will be prepared by the Contractor. The mixture will be proportioned to produce a flowable mixture without segregation. Material for one cubic yard, absolute volume, shall be as follows:

Cement 80 - 100 lbs.

Fly ash 220 - 300 lbs.

Sand Variable to equal one cubic yard

Water Approximately 65 gallons

The minimum flow of the mixture shall be 8" as determined by the test method described herein. The unit weight shall be a minimum of 110 lbs./cubic foot. The mix design shall be accompanied by the following documentation:

- A listing of the weights of all components of the proposed mix (water and admixtures may be measured by volume);
- Certified test results for flow and unit weight.

When unsatisfactory results or other conditions make it necessary, a new mix design will be established.

(b) Sampling and Testing. Sampling and testing will be performed by the City. The flow test shall consist of filling a 3" diameter x 6" high open-ended cylinder to the top with the flowable material mixture. If necessary, the top of the mixture will be struck off level. The cylinder will then be pulled straight up and the flow will be measured by the approximate diameter of the mixture. There shall be no evidence of segregation in the mixture. The unit weight shall be determined according to AASHTO T 121, except that rodding and tapping shall not be done.

307.03 Construction Requirements. The Contractor shall provide sufficient supervision, labor, equipment, tools, and materials to assure proper production, delivery, and placement. When deemed necessary by the Engineer/City Engineer, the flowable select material shall be contained within the designated area by metal or wood forms that are sufficiently tight as to keep the loss of material to a minimum, or by other means as approved by the Engineer/City Engineer. The flowable select material shall be discharged from the mixer and conveyed into the space to be filled according to Section 601. The fill material shall be brought up uniformly to the fill line shown on the plans or as directed by the Engineer/City Engineer. Placing of other material over flowable select material may begin after the flowable select material has taken its initial set, is stable, and does not displace under equipment.

307.04 Method of Measurement. Flowable Select Material will be measured by the cubic yard. The quantities shown included in the proposal will be considered the final quantities and no further measurement will be made unless, in the opinion of the Engineer or upon evidence furnished by the Contractor, substantial variations exist between the planned quantities and actual quantities due to changes in alignment or dimensions or to apparent errors.

307.05 Basis of Payment. Work completed, accepted, and measured as provided above will be paid for at the contract unit price bid per cubic yard for Flowable Select Material, which price shall be full compensation for designing the mix; for furnishing, mixing, and placing the material; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Flowable Select Material	CY

DIVISION 400. BASE AND PAVING

Section 401. Aggregate Base Course

401.01 Description. This work consists of preparing an aggregate base course on a prepared foundation.

401.02 Materials. Materials for aggregate base course shall meet the requirements of the AHTD Standard Specifications (2003) Section 303 for Class 7.

401.03 Construction Requirements. The base course material shall be placed on a completed and approved subgrade or existing base that has been bladed to substantially conform to the grade and cross section shown on the plans.

The subgrade shall be prepared as specified in Section 203 and shall be free from an excess or deficiency of moisture at the time of placing base course material. The subgrade shall also comply, where applicable, with the requirements of other items that may be contained in the Contract that provide for the construction, reconstruction, or shaping of the subgrade or the reconstruction of the existing base course. Base course material shall not be placed on a frozen subgrade or subbase.

The aggregate shall be placed on the subgrade or other base course material and spread uniformly to such depth and lines that when compacted it will have the thickness, width, and cross section shown on the plans. Unless otherwise specified or directed, base material shall extend full depth to 1' beyond the planned back of curb line.

If the specified compacted depth of the base course exceeds 8" the base shall be constructed in two or more layers of approximately equal thickness.

The material shall be spread the same day that it is hauled. Spreading shall be performed in such a manner that no segregation of coarse and fine particles nor nests or hard areas caused by dumping the aggregate on the subgrade will exist. Care shall be taken to prevent mixing of subgrade or unspecified material with the base course material in the blading and spreading operation.

When the base course is placed adjacent to an existing or newly constructed asphalt surface course or portland cement concrete pavement, the aggregate shall not be dumped or mixed on the pavement surface. Mechanical spreading equipment shall be used, if necessary, to place the base course on the subgrade.

Each course shall be thoroughly mixed for the full depth of the course and shall be compacted by any satisfactory method that will produce the density specified. The aggregate shall be maintained substantially at optimum moisture during the mixing, spreading, and compacting operations. The specified grade and cross section shall be maintained by blading throughout the compaction operation. The material in each course shall be compacted to a density, not less than 98% of the maximum density determined in the laboratory by

AASHTO T 180 or ASTM D1557. The aggregate shall be compacted across the full width of application.

The compacted base course shall be tested for depth and any deficiencies corrected by scarifying, placing additional material, mixing, reshaping, and recompact to the specified density, as directed. The base course shall be shaped for its full width to the required grade and cross section. The finished base course layer shall not vary at any point by more than .02 foot from the prescribed elevation.

The Contractor shall maintain the base course in a satisfactory condition until accepted.

401.04 Method of Measurement. Aggregate base course will be measured in square yards of material in place per the plans. Measurement will include areas up to 1' behind the backs of curbs if required on the plans. Aggregate base course placed beyond 1' behind the back of curbs will not be measured.

401.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard for Aggregate Base Course, which price shall be full compensation for preparing the subgrade; for furnishing material; for spreading; finishing, watering, manipulating, and compacting; and for all labor, equipment, tools, and incidentals necessary to complete the work.

<u>Pay Item</u>	<u>Pay Unit</u>
#17-(8") Aggregate Base Course	SY

Section 402. Prime and Tack Coats

402.01 Description. This work consists of preparing and treating an existing surface with asphalt or emulsified petroleum products and, if required, blotter material.

402.02 Materials.

(a) Asphalt. Asphalt cement shall meet the requirements of AASHTO M 20 or M 226.

(b) Emulsified Asphalt. Emulsified asphalt shall meet the requirements of AASHTO M 140 or M 208.

(c) Emulsified petroleum products. Emulsified petroleum products, "EPR-1 Prime" or approved equal, may be used as the Prime Coat when indicated on the Plans or approved by the Engineer/City Engineer.

(d) Blotter Material. Aggregate for blotter material shall meet the requirements of AASHTO M 43 for size 10.

Asphalt will be conditionally accepted at the source. Blotter material may be accepted in the stockpile, at the source, or at the roadway prior to placement.

402.03 Construction Requirements.

(a) Weather Limitations. Prime and tack coats shall not be applied on a wet surface, when the surface temperature is below 45 degrees F, or when weather conditions would prevent the proper construction of the prime or tack coat.

(b) Equipment. The contractor shall provide equipment for heating the asphalt and uniformly applying the asphalt and blotter material. The distributor shall be capable of uniformly distributing prime and tack coats at even temperatures on variable surface widths at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard. Distributor equipment shall include a tachometer, pressure gages, volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents.

(c) Preparation of Surface. Surfaces to be primed shall be shaped to the required grade and section, free from all ruts, corrugations, segregated material, or other irregularities and uniformly compacted and broomed. Surfaces to receive tack coat shall be free of dirt, gravel, and other debris and shall be thoroughly washed and broomed to produce a clean and dry surface.

(d) Application of Asphalt. Asphalt shall be applied by a pressure distributor in a uniform, continuous spread. When traffic is maintained, not more than ½ the width of the section shall be treated in one application. Care shall be taken so the application of asphalt at the junctions of spreads is not in excess of the specified amount. Excess asphalt shall be squeegeed from the surface. Skipped areas or deficiencies shall be corrected. Building paper shall be placed over the end of the previous applications, and the joining application shall start on the building paper. Building paper used shall be removed and satisfactorily disposed of.

When traffic is maintained, one-way traffic shall be permitted on the untreated portion of the roadbed. After the asphalt has been absorbed by the surface and will not pick up, traffic shall be transferred to the treated portion and the remaining width of the section shall be primed.

The quantities, rate of application, temperatures, and areas to be treated shall be approved before application of the prime or tack coat.

(e) Emulsified petroleum products Emulsified petroleum products, “EPR-1 Prime” or approved equal, where indicated on the Plans or approved by the Engineer/City Engineer as the Prime Coat shall be installed per the Manufacturer’s recommendations and as follows:

Required Field Dilution Rate – 3 parts water to 1 part EPR-1 PRIME (Note: Verification samples will be obtained prior to dilution); (b) Minimum required Application Rate – 0.30 gallons per square yard.

(f) Application of Blotter Material. If the prime coat fails to penetrate within the time specified and the roadway must be used by traffic, blotter material shall be spread in the quantities required to absorb any excess asphalt.

(g) Prime Coats not required. Unless indicated or directed otherwise, prime coats will not be required when the initial asphalt course placed upon the aggregate is a minimum of 4 inches in thickness.

402.04 Measurement and Payment. Prime coat, when required, will be measured and paid for per square yard of material placed at the required application rate. Tack coat will not be measured and will be subsidiary to other items. Blotter material will not be measured but will be subsidiary to other items.

Pay Item

Pay Unit

NA-Prime Coat

SY

Section 403. Asphalt Concrete Hot Mix

403.01 Description. This item consists of furnishing and placing asphalt concrete hot mix of the type specified on a prepared foundation.

403.02 Materials, Design, and Quality Control of Marshall Mixes

(a) Materials. Materials for Asphalt Concrete Binder Course shall meet the requirements of Section 406 of the AHTD Standard Specifications Edition of 1996. Materials for Asphalt Concrete Surface Course shall meet the requirements of Section 407 of the AHTD Standard Specifications Edition of 1996, modified as follows:

All surface courses serving as wearing courses in travel lanes and not covered with a friction course shall contain no more than 60% limestone aggregate in the course mineral aggregate fraction. If and where so indicated in the Plans and the Bid for Unit Price Contract, and where the surface course is installed by two or more lifts, then the surface course(s) which shall be installed beneath the final lift of the wearing course may be an all limestone course aggregate mix otherwise complying with Section 409 of the AHTD Standard Specifications Edition of 1996 and subject to the review and acceptance by the Engineer and Owner.

(b) Design and Quality Control Requirements Design and quality control of Marshall mixes shall be as specified in Section 404 of the AHTD Standard Specifications Edition of 1996.

(c) Materials and Equipment for Asphalt Concrete Plant Mix Courses Materials and equipment for asphalt concrete plant mix courses shall meet the requirements of Section 409 of the AHTD Standard Specifications Edition of 2003.

403.03 Materials, Design, and Quality Control of Superpave Mixes

(a) Materials. Materials for Asphalt Concrete Binder Course shall meet the requirements of Section 406 of the AHTD Standard Specifications Edition of 2014. Materials for Asphalt Concrete Surface Course shall meet the requirements of Section 407 of the AHTD Standard Specifications Edition of 2014, modified as follows:

All surface courses serving as wearing courses shall fully comply with Section 409 of the AHTD Standard Specifications Edition 2014. If and where so indicated in the Plans and the Bid for Unit Price Contract, and where the surface course is installed by two or more lifts, then the surface course(s) which shall be installed beneath the final lift of the wearing course may be an all limestone course aggregate mix otherwise complying with Section 409 of the AHTD Standard Specifications Edition 2014 and subject to the review and acceptance by the Engineer and Owner.

(b) Design and Quality Control Requirements. Design and quality control of Superpave mixes shall be as specified in Section 404 of the AHTD Standard Specifications Edition of 2014.

(c) Materials and Equipment for Asphalt Concrete Plant Mix Courses. Materials and equipment for asphalt concrete plant mix courses shall meet the requirements of Section 409 of the AHTD Standard Specifications Edition of 2014, except for the requirements of Section 409.04(b) is at the contractor's option. If a material transfer device is used, the requirements of Section 409.04(b) shall apply.

403.04 Construction Requirements.

(a) Description. The methods employed in performing the work shall be at the Contractor's option. When the production and/or placement of the material does not comply with the specifications, the Contractor shall make the changes necessary to bring the work into compliance.

(b) Pre-Placement Conference. Unless waived by the Engineer, prior to the start of paving operations the Contractor shall conduct a Pre-Placement Conference involving the Contractor's personnel and the Engineer and City's personnel. The Contractor's proposed plant, delivery, laydown, compaction, and equipment shall be discussed and, if deemed necessary by the City, all the equipment inspected. The accepted mix designs and materials to be used shall be discussed. The proposed mixing and compaction temperatures, sampling and testing plan, haul route, rolling pattern, and other pertinent information shall be discussed. The Pre-Placement Conference and all items discussed shall be documented by the Contractor and furnished to the Engineer within ten calendar days after the Pre-Placement Conference.

(c) Preparation of Mixture. The aggregates, mineral filler, and asphalt binder shall be measured separately and accurately mixed in the proper proportions according to the mix design. The aggregates shall be thoroughly coated and the mixture shall not show an excess or deficiency of asphalt binder, injury or damage due to burning or overheating, or an improper combination of aggregates. The continuous production of ACHM shall be within

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plus or minus 25° F (14° C) of the mixing temperature shown on the approved mix design. Momentary temperature spikes shall be kept to a minimum.

(d) Preparation of Base or Existing Surface. Newly constructed base courses or subgrade shall be prepared as set forth in the specification item covering such items.

Prior to placing asphalt base, binder, or surface courses, all required corrections of the existing pavement or base, such as filling potholes, sags, and depressions, or alterations of the existing pavement crown, shall be made. Such corrections shall be accomplished by placing asphalt binder or surface course mixtures at the location and in a manner as directed by the Engineer/City Engineer. Asphalt material used for wedging or leveling courses, or for fillings holes, may be placed by hand, blade grader, or mechanical spreader methods. The mixture shall be featheredged to a smooth and even surface around the edges of these areas.

Prior to arrival of the mixture on the work, the prepared surface shall be cleaned of all loose and foreign materials and primed or tack coated as specified. Excessive joint and crack filler shall be removed before application of the prime or tack coat. The mixture shall not be placed on a surface that shows evidence of free moisture.

Contact surfaces of curbing, gutters, manholes, and other structures shall be painted with a thin coating of rapid curing cutback asphalt or emulsified asphalt. No direct compensation will be made for this work.

If the earlier course has been contaminated with dirt or other foreign materials, or when the time lapse between courses is in excess of 72 hours, the earlier course shall be cleaned and given a tack coat prior to placing the succeeding course. If directed by the Engineer/City Engineer, a tack coat shall be used even though the lapsed time has been less than 72 hours.

(e) Transporting. The mixture shall be transported from the mixing plant to the work in vehicles with clean tight beds.

When the mixture is being hauled more than 15 miles or when the mixture is being placed between November 1 and April 1, the beds of the vehicles shall be covered with canvas or other suitable material to retard loss of heat. The cover shall extend over the sides and ends of the truck bed and shall be securely fastened. When the mixture is being hauled less than 15 miles the cover shall be stored on the truck at all times to be utilized when overtaken by sudden rains.

No loads shall be sent so late in the day as to interfere with spreading and compacting the mixture during daylight hours unless adequate artificial lighting is provided.

Sufficient haul vehicles and plant production rate shall be maintained to the project to provide a continuous operation on the roadway.

Only non-petroleum release agents approved by the Engineer/City Engineer shall be used in haul trucks.

(f) Spreading and Finishing. The mixture shall be placed on an approved surface, spread, and struck off to the line, grade, and elevation established. The mixture shall be placed only on a base that shows no evidence of free moisture, and only when weather conditions are suitable.

The mixture from all types of plants should be delivered to the paver within the recommended compaction temperature range as shown on the approved job mix design. These recommended temperatures should be used in placing and compacting the material. In addition, surface and binder course mixtures shall not be placed on the roadway at a temperature lower than 250° F.

The paver shall uniformly distribute and compact the mixture in front of the screed for the full width being paved. The screed or strike-off assembly shall effectively produce a finished surface of smooth and uniform texture without tearing, shoving, or gouging the mixture. The paver shall be operated at forward speeds consistent with satisfactory laying of the mixture. The speed of the paver shall be matched with the plant production rate and number of hauling units. Stop and go operation of the paver is to be avoided.

The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6". In general, the joint in the top layer shall be at the centerline of the pavement if the asphalt is placed in 2 passes or less, or at lane lines if the asphalt is placed in more than 2 passes.

(g) Rolling and Density Requirements and Joints. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it will bear the weight of the rollers without undue displacement.

At the beginning of placement of each mix design, the Contractor shall establish an optimum rolling pattern that will achieve the specified density for the mix being placed. The Contractor may continue with paving operations while the optimum rolling pattern is being established. The established rolling pattern shall be used for compacting all mix placed unless a change in the job mix formula occurs or unacceptable results are obtained. Whenever a change in the job mix formula occurs, or when the compaction method or equipment is changed, or when unacceptable results are obtained, a new optimum rolling pattern shall be established.

The number, weight, and type of rollers, and the optimum rolling pattern shall be such that the specified density and surface requirements are consistently attained while the mixture is in a workable condition. Final approval of the rollers and the rolling pattern will be based upon satisfactory performance and the ability to compact the mixture to the specified density and surface requirements. Rollers that produce excessive crushing of aggregate particles will not be permitted.

When using vibratory rollers, the Contractor shall exercise due caution to prevent any deterioration of the material caused by excessive rolling or vibration. Vibratory rollers shall be operated in such a manner that overlap of adjacent passes shall be held to a minimum. Vibration shall not be used on courses less than 1 ½ "thick.

Rolling shall start longitudinally at the low edge and proceed toward the higher portion of the mat. When paving in echelon or abutting the previously placed lane, the longitudinal joint shall be rolled first followed by the regular rolling procedure. Alternate passes of the roller shall be terminated at least 3' from any preceding stop. Rolling on superelevated curves shall progress from the low side. Rollers shall not be stopped perpendicular to the centerline of the traveled way.

The speed of the roller shall be slow enough to avoid displacement of the hot mixture, and in no case more than 3 mph. The roller shall be operated in such a manner that no displacement of the mat will occur. Rolling shall proceed continuously until the required density is attained and all roller marks are eliminated, leaving the surface smooth and uniform and the required density attained. To prevent adhesion of the asphalt mixture to the rollers, the rollers shall be kept moist for the full width of the rollers, but excess water will not be permitted.

Rollers shall not pass over the unprotected end of a freshly laid mixture. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. A brush coat of asphalt material shall be used on contact surfaces of transverse joints just before additional mixture is placed against the previously placed material.

(h) Weather Limitations. Bituminous mixtures shall not be placed on any wet or frozen surface or when weather conditions otherwise prevent the proper handling and finishing of the mixture.

Bituminous mixtures may only be placed when either the ambient air temperature or the road surface temperature is equal to or greater than that shown in the table.

Regardless of the temperatures herein specified, paving will not be allowed unless specific density, either by percent of field mold density or by rolling procedure, can be achieved before the bituminous mixture cools to 175 degrees Fahrenheit.

Bituminous Placement Temperature Limitations:

Paving Course	Thickness (Inches)	Min. Air Temperature (Degrees F.)	Min. Road Surface Temperature (Degrees F.)
Surface	All	45	45
Subsurface	Less than 3	40	45
Subsurface	3 or more	30	35

403.05 Acceptance of Pavement and Adjustments in Payment.

(a) Marshall Mixes. Acceptance of asphalt payment designed using the Marshall Method shall be according to Section 410.09 of the AHTD Standard Specifications Edition of 1996 except as modified herein.

(b) Superpave Mixes Acceptance of asphalt payment designed using Superpave Methods shall be according to Section 410.09 of the AHTD Standard Specifications Edition of 2014 except as modified herein.

403.06 Modifications and Augmentations of AHTD Standard Specifications. Modifications and augmentations of AHTD Standard Specifications detailed in this subsection apply to both the 1996 and 2014 Editions of the Standard Specifications.

Samples for all properties except density, thickness, and the investigation of segregation shall be obtained from trucks at the plant. The contractor/testing agency shall clearly mark the load ticket of each sampled truck to indicate that the load has been sampled.

The Contractor shall provide the straight-edge for use in pavement smoothness testing.

Sublot sizes for density and depth measurements will be 500 tons, and lot sizes will be 3000 tons. Locations for cores to be taken for density and depth testing will be determined using AHTD Test Method #465.

Compliance, price reduction, and rejection limits for density will be in accordance with Table 410-1 of the AHTD Standard Specifications. Calculations of price reductions will be in accordance with 410.09(d)(5) of the AHTD Standard Specifications. For asphalt that is outside the limits shown as lot rejection limits but within the limits shown as sublot rejection limits in Table 410-1, the City shall determine if that mix shall be removed at the contractor's expense or left in place without pay to contractor.

All asphalt that is outside the limits shown as sublot rejection limits shall be removed in accordance with this section.

For small projects (less than 1500 tons total) price reduction amounts shall be reduced to 50% of the amounts specified in Section 410 of the AHTD Standard Specifications.

Thickness of the finished asphalt will be monitored by measuring the thickness of the density cores taken. The average of all depth measurements shall not be less than the required depth shown on the plans. Depth of any core in excess of plus three-eighths inch (+ 3/8") will not be used in computing the average depth. If the average depth is less than the required depth, it will be corrected by overlaying with additional ACHM surface, or as directed by the Engineer/City Engineer.

In addition, thickness of individual cores shall not be less than 3/8" less than the plan depth.

The method for determining the limits of removal for density or depth is as follows: If a single core test falls outside of the limits shown as "Sublot Rejection Limits" in 410-1, two additional tests shall be run in close proximity (within three feet). If the average of these three tests is within the sublot rejection limits in Table 410-1, then this average shall become the value for the density of this sublot. If the average of the three tests is still outside of the sublot rejection limits, tests shall be run at 50-foot intervals in both directions until results are found that are within the sublot rejection limits.

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All asphalt that is outside of the limits shown as subplot rejection limits as determined by the above method shall be removed and replaced. After replacement, a core shall be taken in the replacement asphalt and the density determined. The average of this density test and the two isolation tests shall become the density for the subplot.

The contractor shall do all coring and testing for density and depth at no additional cost to the City. The City may require additional cores cut for verification of the contractor's test. Verification testing will be paid for by the City.

When lots and subplot divisions for initial and final courses do not coincide, the Contractor may be required to take additional samples (full-depth) at his expense to determine asphalt thickness. Locations of such cores shall be approved by the Engineer.

Section 410.10 of the AHTD Standard Specifications will not be used under this contract.

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

Asphalt concrete hot mix (ACHM) will be measured by either:

- (a) the ton, or
- (b) the square yard (SY)

of material in place and as indicated on the Plans and the Bid for Unit Price Contract.

Asphalt concrete hot mix (ACHM) where indicated to be measured by the ton will be substantiated by weight tickets, which shall be submitted to the City at the time of asphalt delivery. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer or for asphalt placed at depths more than 1/8" over plan depth will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

Asphalt concrete hot mix (ACHM) where indicated to be measured by the square yard (SY) will be substantiated by surface area measurements of asphalt concrete hot mix in place. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

403.08 Basis of Payment. Payment will be based upon the method of measurements and by one of the following methods as detailed below.

Asphalt concrete hot mix will be paid for by either:

- (a) Per ton: at the contract unit price bid per ton of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing,

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hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work, or

(b) Square yard (SY): at the contract unit price bid per (depth asphalt concrete hot mix) square yard (SY) of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work,

as indicated on the Plans and the Bid for Unit Price Contract.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Asphalt Concrete Hot Mix NA-Binder Course (ACHMBC)	Ton
NA-Asphalt Concrete Hot Mix NA-Surface Course (ACHMSC)	Ton

OR

<u>Pay Item</u>	<u>Pay Unit</u>
NA-(Depth) Asphalt Concrete Hot Mix Binder Course (ACHMBC)	SY
NA-(Depth) Asphalt Concrete Hot Mix Surface Course (ACHMSC)	SY

Section 404. Asphalt Concrete Hot Mix Base Course

404.01 Description. This item shall consist of a base course constructed on an accepted course according to these specifications and in substantial conformity with the lines, grades, and typical cross sections shown on the plans.

404.02 Materials. The materials and equipment shall comply with the requirements of Asphalt Concrete Hot Mix Base Course (Section 405 of the AHTD Standard Specifications).

404.03 Construction Requirements. Construction requirements shall comply with the requirements of Asphalt Concrete Hot Mix Base Course (Section 405 of the AHTD Standard Specifications).

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

Asphalt concrete hot mix base course will be measured by either:

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(a) the ton, or

(b) the square yard (SY)

of material in place and as indicated on the Plans and the Bid for Unit Price Contract.

Asphalt concrete hot mix base course where indicated to be measured by the ton will be substantiated by weight tickets, which shall be submitted to the City at the time of asphalt delivery. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer or for asphalt placed at depths more than 1/8" over plan depth will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

Asphalt concrete hot mix base course where indicated to be measured by the square yard (SY) will be substantiated by surface area measurements of asphalt concrete hot mix in place. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

404.05 Basis of Payment. Payment will be based upon the method of measurements and by one of the following methods as detailed below.

Asphalt concrete hot mix base course will be paid for by either:

(a) Per ton: at the contract unit price bid per ton of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work, or

(b) Square yard (SY): at the contract unit price bid per (depth asphalt concrete hot mix) square yard (SY) of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work,

as indicated on the Plans and the Bid for Unit Price Contract.

Payment will be made under:

Pay Item

Pay Unit

NA-Asphalt Concrete Hot Mix
Base Course

Ton

OR

<u>Pay Item</u>	<u>Pay Unit</u>
NA-(Depth) Asphalt Concrete Hot Mix Base Course	SY

Section 405. Asphalt Concrete Patching for Maintenance of Traffic

405.01 Description. This item shall consist of an asphalt concrete material composed of mineral aggregate and asphalt binder for use in patching to maintain traffic including temporary repairs for roadway cuts. This item shall be placed for all roadway cuts unless directed otherwise by the Engineer/City Engineer. This item will be placed for other maintenance of traffic if and where directed on the plans or by the Engineer/City Engineer.

405.02 Materials and Composition. Materials and equipment shall conform to the requirements of ACHM Surface Course (Standard Specification Section 403) or Asphalt Concrete Cold Plant Mix (Section 411 of AHTD Standard Specifications).

405.03 Construction Requirements. Construction requirements shall conform, insofar as possible, to Section 406 and as follows:

All roadway cuts shall be temporarily or permanently repaired within 24 hours of the completion of trench backfill for the work, or segment of work, which required the excavation and/or cut.

Temporary roadway cut repairs shall be a minimum of two (2) inches and a maximum of three (3) inches of asphalt and shall comply with Specification Section 405 and 406.

Permanent roadway cut repairs shall comply with the plans and specifications and as directed by the Engineer/City Engineer.

Temporary roadway cut repairs shall be maintained by the contractor.

Temporary roadway cut repairs shall be removed and disposed of by the Contractor as necessary during installation of permanent roadway cut repairs or new roadway construction.

405.04 Method of Measurement. Asphalt Concrete Patching for Maintenance of Traffic will be measured by the ton of mix placed as directed by the Engineer/City Engineer. In no case shall measurement of the Temporary Repairs for Roadway Cut extend beyond the pay limit shown on the details on the Plans. Temporary Repairs for Roadway Cut with depths less than two (2) inches and all depths greater than three (3) inches shall not be measured for payment.

405.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per ton for Asphalt Concrete Patching for Maintenance of Traffic, which price shall be full compensation for furnishing materials; for

heating, mixing, hauling, placing, and compacting; and for all labor, equipment, tools, and incidentals necessary to complete the work. No payment will be made for:

Material placed without authorization of Engineer/City Engineer.

Material placed beyond the pay limits shown on the detail for each type of pavement repair.

Material placed to repair previously patched areas unless approved by the Engineer/City Engineer.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Asphalt Concrete Patching for Maintenance of Traffic	Ton

Section 406. Asphalt Concrete Hot Mix Patching of Existing Roadway

406.01 Description. This item shall consist of patching the existing roadway using asphalt concrete material composed of mineral aggregate and asphalt binder.

406.02 Materials and Composition. Materials shall conform to the requirements of Section 402, Tack Coat and Section 403.

406.03 Construction Requirements. Unstable areas in existing roadways and shoulders, designated by the Engineer/City Engineer to be repaired, shall be removed to provide firm vertical sides and a firm, stable, bottom generally parallel with the existing surface. All loose or foreign material shall be removed from the hole. A tack coat of emulsified asphalt shall be applied to the sides of the hole. Asphalt Concrete Hot Mix Binder or Surface Course shall be placed in the hole in uniform layers, not to exceed 4 inches loose measurement. Compaction, satisfactory to the Engineer/City Engineer, shall be accomplished with a mechanical tamper or other approved methods. The finished surface shall be smooth and level with the surrounding surface.

406.04 Method of Measurement. Asphalt Concrete Hot Mix Patching of Existing Roadway will be measured by the ton of mix.

406.05 Basis of Payment. Work completed and accepted and measured as provided above, will be paid for at the contract unit price bid per ton for ACHM Patching of Existing Roadway, which price shall be full compensation for excavation of the existing roadway; for removal and disposal of excavated material; for compacting and tacking the excavated area; for furnishing materials; for heating, mixing, hauling, placing, and compacting the materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

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Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Asphalt Concrete Hot Mix Patching of Existing Roadway	Ton

DIVISION 500. MISCELLANEOUS CONSTRUCTION

Section 501. Concrete Curb and Gutter

501.01 Description. This item shall consist of the construction of integral curb, concrete curb, or concrete combination curb and gutter according to these specifications and in conformity with the locations, lines, and grades shown on the plans or as directed.

501.02 Materials. The Concrete shall be Class A or B Concrete as provided in Section 601. The maximum allowable slump shall be 4 inches.

When an extrusion machine is used, the Contractor may modify the concrete mix design, upon approval of the Engineer/City Engineer, to improve workability while maintaining the requirements for Class A or B Concrete.

Material for joint filler shall comply with AASHTO M 213.

501.03 Construction Requirements.

(a) Subgrade. The subgrade shall be shaped to the required depth below the finished surface, according to the dimensions shown on the plans, and shall be compacted to a firm, even surface. Where curb is to be placed as part of a street, the compaction requirements of the street shall apply to the subgrade and base course underneath the curb.

(b) Placing and Finishing.

1) Integral Curb. After the concrete pavement has been struck off, the curb forms shall be clamped or otherwise securely fastened in place to the slab form and additional concrete for the curb shall then be deposited and thoroughly tamped. The concrete shall be placed within 30 minutes after the pavement slab has been finished and care shall be taken to secure monolithic construction. The concrete shall be spaded or vibrated sufficiently to eliminate voids and shall be tamped to bring the mortar to the surface. It shall then be finished smooth and even with a wood float and given a Class 6 finish according to Section 601.16. The edges shall be rounded with an approved finishing tool to the radius shown on the plans.

2) Concrete Curb or Concrete Combination Curb and Gutter. The concrete shall be deposited in the forms upon wetted subgrade and vibrated and spaded until mortar entirely covers the surface, after which it shall be finished smooth and even by means of a wood float and given a Class 6 finish according to Section 601.16. Edges shall be rounded as shown on the plans while the concrete is still plastic.

(c) Joints. Expansion joints for concrete curb or concrete combination of curb and gutter shall be installed at stationary structures such as catch basins, drop inlets, etc., and at ends of curb returns. Where curb and gutter is constructed adjacent to or on rigid pavements, the location and width of joints shall coincide with those in the pavement, where practicable. Expansion joints shall have a thickness of ½" and shall be filled with joint filler according to

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Section 601.11 shaped to the cross section of the curb and constructed at right angles to the curb line.

Contraction joints for concrete curb or concrete combination curb and gutter shall be 1/8" to 3/8" wide x 1 1/2" deep and shall be constructed at 15' intervals. They shall be constructed at right angles to the centerline and perpendicular to the surface of the curb and gutter. Where curb and gutter is constructed adjacent to or on rigid pavements, the location and width of joints shall coincide with those in the pavement, where practicable. Contraction joints shall be formed by sawing, unless otherwise specified, and filled according to the requirements for Joint Seals as specified in Section 601.11, or with a commercially available silicone product approved by the City.

(d) Surface Tests. Before the concrete is given the final finishing, the surface of the gutter and the top of the curb shall be true to line and grade. The maximum variation in 10' shall not exceed 3/8".

(e) Curing. When completed, the concrete shall be cured as specified in Section 601.15.

(f) Backfilling. After the concrete has set sufficiently, the space behind the curb shall be refilled to the required elevation with suitable material, free from topsoil, leaves, twigs, or other organic material, trash, large rocks, or other deleterious materials. This material shall be firmly compacted to 90% of the material's maximum density as determined by AASHTO T99 or ASTM D698 by means of approved mechanical equipment and neatly graded.

501.04 Method of Measurement. Curbing will be measured by the linear foot (LF) along the face of the curb at the gutter line. Integral curb placed with concrete pavement will not be measured separately, but shall be included in the price bid for concrete pavement. Modified curbs across driveways and streets will be measured as curb. Curbs placed as part of commercial asphalt driveway construction will also be measured as curb.

501.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (LF) for Concrete Curb or Concrete Curb and Gutter, which price shall be full compensation for furnishing materials, including joint filler; for forms; for mixing, placing, and finishing concrete; and for excavation and backfilling when not included in other items.

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Concrete Curb and Gutter	LF
NA-Concrete Curb	LF

Section 502. Concrete Sidewalks

502.01 Description. This item shall consist of the construction of concrete walks according to these specifications and in conformity with the dimensions, locations, lines, and grade shown on the plans or as directed.

502.02 Materials. Concrete shall comply with the requirements for Class A or B Concrete as provided in Section 601. The maximum allowable slump shall be 4 inches. Aggregate base shall meet the requirements of Section 401.

502.03 Construction Requirements.

(a) Subgrade. The subgrade shall be excavated or filled to the required grade. Unacceptable material shall be removed and replaced with suitable material, free from topsoil, leaves, twigs, or other organic material, trash, large rocks, or other deleterious materials, and the entire subgrade shall be thoroughly compacted with approved mechanical equipment to not less than 90% of the material's maximum density as determined by AASHTO T99 or ASTM D698.

(b) Aggregate Base Course. Class 7 aggregate base meeting the requirements of Section 401 shall be installed on the approved subgrade to a minimum depth of 4 inches outside of driveway areas and a minimum depth of 6 inches across driveways, and compacted to 95% of Modified Proctor Density as determined by AASHTO T 180 or ASTM D1557.

(c) Placing and Finishing. The concrete shall be deposited in the forms upon the wetted aggregate base to such depth that when it is compacted and finished, the top shall be at the required elevation. It shall be thoroughly consolidated and the edges along the forms spaded to prevent honeycomb. The top shall then be struck off with a straightedge and tamped or vibrated sufficiently to flush mortar to the surface, after which it shall be given a Class 6 finish according to Section 601.16. Edges shall be rounded with a ¼" radius, including edges at joints.

Concrete thickness shall be 4 inches outside of driveway areas and 6 inches across driveways unless otherwise specified.

Transverse joints in the walks shall be cut with a ¼" jointer at intervals not greater than the width of the walk being constructed, or as directed. This joint pattern shall be continuous through driveways.

When completed, the concrete shall be cured as specified in Section 601.15.

(d) Backfilling. After the forms have been removed, the spaces on each side of the walk shall be backfilled with suitable material, which shall be firmly compacted and neatly graded. Topsoil meeting the requirements of Section 204 shall be used when areas adjacent to the sidewalk are to be seeded or sodded.

(e) Expansion Joints. A space not less than ½" wide shall be left between the sidewalks and adjacent structures, except that no space shall be left between the sides of the walks and adjacent curbs. This space shall be filled with approved joint filler complying with AASHTO M 213.

502.04 Method of Measurement. Concrete sidewalk of the specified thickness will be measured by the square yard (SY).

502.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard (SY) for Concrete Sidewalks of the thickness specified, which price shall be full compensation for furnishing materials, including concrete, aggregate base, and joint filler; constructing the concrete sidewalk; for excavation and backfilling where not included in other contract items; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-4" Thick Concrete Sidewalk	SY
NA-6" Thick Concrete Sidewalk	SY

Section 503. Driveway Construction or Reconstruction

503.01 Description. This work consists of reconstructing existing driveways or constructing new driveways with concrete, asphalt, aggregate base course, or other materials as shown on the Plans or as directed by the Engineer/City Engineer.

503.02 Materials. Concrete for driveway reconstruction shall be Class A or B according to the requirements of Section 601. Asphalt shall be Surface Course per the requirements of Section 403. Aggregate base course shall meet the requirements of Section 401. All other materials shall be as specified or as directed by the Engineer/City Engineer.

503.03 Construction Requirements.

(a) General. Aprons and driveways shall be constructed in the locations, to the lines and grades, and of the material type shown on the Plans, or as directed by the Engineer/City Engineer. Construction of driveways with greater than 12% slope perpendicular to the street will not be allowed except as approved by the Engineer. Driveway widths shall match widths of existing driveways, with a minimum driveway width of 10' and a maximum width of 40' for commercial driveways and 24' for residential driveways. All driveways designated as commercial driveways shall be constructed with concrete curb and gutter along each side of the driveway.

Driveways and aprons shall be constructed on a compacted subgrade consisting of material approved by the Engineer/City Engineer.

(b) Driveway Removal. Existing driveways shall be removed to the locations shown on the plans or as directed by the Engineer to create a smooth transition from the roadway to the adjacent property. The back limit of the driveway shall be sawed if required to produce a neat line.

(c) Concrete Apron. Concrete apron shall be constructed on all driveways beginning at the back of curbs and extending to the front edge of the sidewalk. Concrete aprons shall be of a residential or commercial type as shown on the plans. The apron thickness shall be as shown on the Plans, but not less than six inches (6"). Mixing, placement, and finishing of concrete shall be as required in Section 601. Contraction joints shall be constructed so that slabs are no more than 15' in any dimension. One half-inch (½") expansion material meeting the requirements of Section 601.11 shall be placed between the backs of curbs and the apron. Joints shall be tooled or sawed at 10' intervals perpendicular to the street. These saw joints shall be filled with joint sealant meeting the requirements of Section 601.11.

(d) Concrete Driveways. Concrete driveways shall be constructed where shown on the Plans or as directed by the Engineer/City Engineer. The driveway thickness shall be as shown on the Plans, but not less than six inches (6"). Mixing, placement, and finishing of concrete shall be as required in Section 601. Contraction joints shall be constructed so that slabs are no more than 15' in any dimension. When concrete driveways are constructed monolithically with concrete apron, a contraction joint shall be constructed at the interface between the apron and the driveway. All joints shall be sealed according to Section 601.11.

(e) Asphalt Driveways. Asphalt driveways shall consist of approved Surface Mix. Construction of asphalt driveways shall meet the requirements of Section 403. The thickness of the asphalt driveway section shall be as shown on the Plans, but in no case shall be less than 2" of asphalt constructed on 6" of aggregate base course.

(f) Aggregate Base Driveways. All existing driveways constructed of soil or gravel shall be reconstructed with aggregate base meeting the requirements of Section 401. Placement of base material shall be according to the lines and grades shown on the plans or as directed by the Engineer/City Engineer. Thickness of base shall be as shown on the plans, but in no case shall be less than 6". Compaction requirements are as specified in Section 401.

503.04 Method of Measurement. If specifically included as a pay item, Asphalt or concrete driveway removal shall be measured by the square yard (SY) from the existing roadway edge to the limits of the driveway removal. Removal of other driveways will not be measured. Concrete aprons and all driveways shall be measured by the square yard (SY). Curb constructed as part of concrete aprons or concrete driveways will be measured as driveway. Curb for asphalt driveways will not be measured as part of this item.

503.05 Basis of Payment. Work completed and measured as provided above will be paid for at the contract unit price bid per square yard for the various items. This price shall be full compensation for furnishing and placing materials, for excavation and subgrade preparation; for shaping and finishing; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Concrete Driveway Aprons	SY
#23-6" Thick Concrete Driveway	SY
NA-Asphalt Driveway	SY
NA-Aggregate Base Course Driveway	SY
NA-Asphalt/Concrete Driveway Removal	SY

Section 504. Headwalls and Retaining Walls

504.01 Description. This item consists of constructing concrete headwalls and retaining walls at the locations and to the lines and grades shown on the plans. Modular Block retaining walls, and/or Mechanically Stabilized Earth retaining structures with facing, when so indicated in the plans or the proposal shall be specified in a Special Provision supplemental to these Standard Specifications.

504.02 Materials. Concrete shall meet the requirements of Section 601 for Class A or B for headwalls, and Class B for retaining walls.

Reinforcing steel shall meet the requirements of Section 602.

504.03 Construction Requirements. The subgrade on which the footing is to be placed shall be prepared by excavating to the required grade and thoroughly compacting the existing material. If the existing material at the elevation of the bottom of the footing is soft and yielding, and the Engineer/City Engineer so directs, it shall be removed and replaced with suitable material according to Section 202.

Reinforcing steel shall be placed as shown on the plans. Weepholes of the size shown on the plans shall be set in the forms before concrete is placed.

Concrete shall be furnished, placed, finished, and cured according to the requirements of Section 601.

504.04 Method of Measurement. Concrete headwalls and concrete retaining walls will be measured by the cubic yard of concrete placed and accepted. Concrete, reinforcing steel, filter fabric, compacted drainage stone backfill, expansion joint materials, weep holes, weephole screens, compacted earth backfill and all other items indicated on the Plans or required for a complete headwall and/or retaining wall shall not be measured for separate payment but will be considered subsidiary to the items involved.

Additional undercut excavation as required under footings will be measured by the cubic yard compacted in place.

504.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Concrete Headwalls and per linear foot for Concrete Retaining Walls. Said price shall be full compensation for furnishing all materials, including reinforcing steel; for structural excavation and compaction; for all forming and bracing; for mixing, transporting, placing, finishing, and curing; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Additional excavation and embankment under footings will be paid for at the unit price bid for Undercut Excavation. No payment for additional excavation will be made unless such excavation is directed by the Engineer/City Engineer.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Concrete Headwalls	EA
NA-Concrete Retaining Walls	LF
NA-Modular Block Retaining Walls	SF

Section 505. Seeding and Sodding

505.01 Description. This item shall consist of furnishing and applying lime, fertilizer, seed, mulch cover, and water according to these Specifications at locations shown on the plans or as directed.

The work under this item shall be accomplished as soon as practicable after the grading in an area has been completed in order to deter erosion of the roadway and siltation of streams.

505.02 Materials.

(a) Lime. Lime shall be agricultural grade ground limestone or equivalent as approved by the City.

(b) Fertilizer. Fertilizer shall be a commercial grade, uniform in composition, free flowing, and suitable for application with mechanical equipment. It shall be delivered to the site in labeled containers conforming to current Arkansas fertilizer laws and bearing the name, trademark, and warranty of the producer.

(c) Seed. Except as modified herein, the seed shall comply with the current rules and regulations of the Arkansas State Plant Board and the germination test shall be valid on the date the seed is used. It shall have a minimum of 98% pure seed and 85% germination by weight, and shall contain no more than 1% weed seeds. A combined total of 50 noxious weed seeds shall be the maximum amount allowed per pound of seed with the following exceptions: Johnson grass seed, wild onion seed, wild garlic seed, field bindweed seed, nut grass seed, sickle pod seed, sesbania seed, indigo seed, morning-glory seed, and cocklebur

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seed will not be allowed in any amount. Seed shall be furnished in sealed, standard containers. Seed that has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable.

Seed planted between June 16 and August 31 may require more water than that specified in Subsection 505.03 in order to survive. Therefore, watering shall continue after germination until growth is established.

The seeding mixture may be altered if authorized or directed by the Engineer/City Engineer. The actual mix and varieties used shall be submitted to the City before seed is placed.

Seed shall be provided at the following mix and rates:

SEED TYPE	LB/AC
MARCH 15 – JUNE 15	
Turf Fescue	250
Bermuda Grass (common) unhulled	10
Annual Rye	50
JUNE 15 – AUGUST 31	
Turf Fescue	200
Bermuda Grass (common) hulled	5
Bermuda Grass (common) unhulled	10
AUGUST 31 – MARCH 15	
Turf Fescue	250
Annual Rye	50

At the Contractor's option, annual rye only may be seeded at a minimum rate of 30 pounds per acre between the dates of October 31 to March 15. The Contractor shall return between the dates of March 15 and May 1 and reseed with the mix specified for the March 15 – June 15 time period. Preparation for reseeding shall be in accordance with Section 204.

(d) Sod. Sod shall be composed of either field grown grass or approved nursery grown grass and shall consist of a densely rooted growth of grass substantially free from noxious weeds and undesirable grasses. Sod type shall be as specified on the plans. When sod is placed to repair damaged areas, the sod shall be of the same type and variety as the existing grass.

The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured at the time of placing. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be placed as soon as possible after being cut and shall be kept moist from the time it is cut until it is placed in its final position.

The source of field grown sod shall be inspected and approved by the City before being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

Approved devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native soil intact. The sod shall be cut in uniform strips approximately 300 mm (12") in width and not less than 300 mm (12") in length, but not longer than can be conveniently handled and transported.

(e) Mulch. Mulch cover shall consist of straw from threshed rice, oats, wheat, barley, or rye; of wood excelsior; or of hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, bermuda, carpet sedge, bahia, fescue, or other legumes or grasses; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

(f) Tackifiers. Tackifiers used in mulch anchoring shall be of such quality that the mulch cover will be bound together to form a cover mat that will stay intact under normal climactic conditions.

All tackifiers used shall have prior approval or be listed on the AHTD Qualified Products List (QPL). The type and brand of tackifier to be used shall be submitted to the City for approval.

(g) Water. Water shall be of irrigation quality and free of impurities that would be detrimental to plant growth.

505.03 Construction Requirements.

(a) Seeding. Areas to be seeded shall be dressed to the shape and section shown on the plans. A 4" layer of topsoil, if required, shall be furnished, placed, and prepared as specified in Section 204.

Fertilizer shall be applied at the rate of 800 pounds per acre of 10-20-10, or the equivalent amount of plant food. Fertilizer shall be uniformly incorporated into the soil alone or in conjunction with the required lime. If the Contractor so elects, the fertilizer may be combined with the seed in the hydro-seeding operation.

Broadcast sowing may be accomplished by hand seeders or by approved power equipment. Either method shall result in uniform distribution and no work shall be performed during high winds. The area seeded shall be lightly firmed with a cultipacker immediately after broadcasting.

If a hydro-seeder is used for seeding, fertilizer and seed may be incorporated into one operation but a maximum of 800 pounds of fertilizer shall be permitted for each 1500 gallons of water. If the Contractor so elects, the fertilizer may be applied during preparation of the seedbed. The area shall be lightly firmed with a cultipacker immediately before hydro-seeding.

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Mulch cover shall be applied immediately after seeding and shall be spread uniformly over the entire area. If the Contractor so elects, an approved mulching machine may be used whereby the application of mulch cover and tackifier may be combined into one operation. Mulch shall be placed so that the ground is completely covered to a thickness of approximately 2 inches. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to the City.

Immediately following or during the application of the mulch cover on seeded areas, the mulch shall be anchored by one of the following methods:

Tracking or Roller Method. The mulch shall be effectively pressed into the soil using steel cleated track or cleated roller equipment. The anchoring shall be performed so that the grooves formed are perpendicular to the flow of water down backslopes and foreslopes. The equipment and method used shall produce acceptable results.

Other Tackifiers. An approved tackifier shall be applied according to the rates recommended by the manufacturer. Asphalt tackifier will not be allowed.

The method used shall be at the Contractor's option unless otherwise specified or directed. In lieu of separate application of tackifiers, the Contractor may use equipment that combines the application of mulch and tackifier into one operation. Application shall be at the specified rates.

After application of the mulch cover, water shall be applied in sufficient quantity, as directed by the Engineer/City Engineer, to thoroughly moisten the soil to the depth of pulverization and then as necessary to germinate the seed.

When directed by the Engineer/City Engineer, the Contractor shall apply water in an amount such that, in conjunction with any rainfall, the seeded and mulched areas will receive an amount equivalent to a minimum of 1" of water each week beginning the week after seeding and continuing for a minimum of three (3) weeks. Water applied at this rate will not be paid for separately but shall be considered subsidiary to seeding. If directed by the Engineer/City Engineer, additional water shall be applied to sustain grass growth.

Failure to meet this requirement will result in a partial withholding and/or recovery of payments for the seeding and mulch cover. Additional work and materials required due to the Contractor's negligence in maintaining completed work or failure to water grass as directed shall be accomplished at no cost to the City.

For all areas seeded, final acceptance will be delayed until an acceptable stand of grass of uniform color and density is established to the satisfaction of the City. Before final acceptance, the Contractor shall repair or replace any seeding or mulching that is defective or damaged. If the defect or damage is due to the Contractor's negligence, the work shall be done at no additional cost to the City. If the damage or defect is not the Contractor's fault, the work will be measured and paid for according to these Specifications.

(b) Sod. Areas to be sodded shall be dressed to the shape and section shown on the plans and the top and bottom of slopes shall be rounded to a radius of approximately 3' unless otherwise directed. The finished slopes shall be prepared with 4" of topsoil meeting the requirements of Section 204. Water may be applied before, during, and after slope preparation, as directed by the Engineer/City Engineer, in order to maintain the desired moisture content in the soil.

Immediately before placement of sod, fertilizer shall be broadcast at the rate of 250 pounds per acre of 10-20-10, or the equivalent amount of plant food, and incorporated into the top 1" of soil.

Sod shall be moist and shall be placed on a moist earth bed. Sod strips shall be laid along contour lines, by hand, commencing at the base of the area to be sodded and working upward. The transverse joints of sod strips shall be broken, and the sod carefully laid to produce tight joints. At the top of slopes the sod shall be turned into the embankment slightly and a layer of earth placed over it and compacted to conduct surface water over and onto the sod. The sod shall be firmed, watered, and refirmed immediately after it is placed. The firming shall be accomplished by use of a lawn roller or approved tamper, with care being taken to avoid tearing end strips of sod.

When sodding is completed, the sodded areas shall be cleared of loose sod, excess soil, or other foreign material; a thin application of topsoil shall be scattered over the sod as a top dressing; and the areas thoroughly moistened. Water shall be applied as necessary at the direction of the Engineer/City Engineer for a period of at least 3 weeks. The time required for application of water will not be included in the computation of contract time for completion of the project provided all other work under the Contract has been completed.

The Contractor shall maintain sodded areas from the time of completion until final acceptance of the project by the City. Additional work and materials required because of the Contractor's negligence in maintaining the work shall be accomplished at no cost to the City.

505.04 Method of Measurement. Seeding will be measured by the acre of actual area covered. Sod will be measured by the SY yard of actual area covered. Additional watering if so directed will be measured by thousands of gallons (MG) applied.

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

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

50 % On the first regularly scheduled estimate after the Seeding and Mulch Cover are completed.

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25% On the next regularly scheduled estimate, provided that the Engineer/City Engineer determines that the seeded and mulched areas have received at least the amount of water specified in Section 505.03 above.

25% On the succeeding regularly scheduled estimate, provided that the Engineer/City Engineer determines that a dense lawn of permanent grass has been established.

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

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#18-Seeding and Mulching	Acre
#19-Solid Sod	SY
NA-Additional Watering	MG

Section 506. Mailboxes

506.01 Description. This item shall consist of furnishing and erecting mailbox posts and installing existing mailboxes on the new posts. When required, it shall also include furnishing and installing new mailboxes. It shall also include maintenance of existing mailboxes during construction to ensure uninterrupted mail service in the construction limits.

506.02 Materials. The mailbox post shall be either metal or coniferous wood. All mailbox posts placed under the contract shall be of the same type. Wood posts shall be 4"x 4" square and shall be pressure treated with creosote, pentachlorophenol or chromated copper arsenate. Metal posts shall be 2" in diameter and shall be galvanized.

Mailbox support hardware, including shelf, platform and bracket shall be as shown on the plans. Anti-twist plate, clamps, spacers, nuts, bolts, and washers shall be galvanized steel.

New mailboxes, when specified on the plans or directed by the Engineer/City Engineer, shall comply with the U.S. Postal Service and shall be the same size as the existing mailbox.

506.03 Construction Methods. Mailboxes shall be constructed in the same locations as the existing mailboxes. It is the Contractor's responsibility to note the locations of existing mailboxes before construction begins. The bottom of the box shall be set at an elevation 3'-

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6" above the roadway surface. The roadside face of the box shall be 6" from the face of the curb. Where a mailbox is located at a driveway entrance, it shall be placed on the far side of the driveway in the direction of the delivery route. Where a mailbox is located at an intersecting road, it shall be located a minimum of 100' beyond the center of the intersecting road in the direction of the delivery route. If requested by the local postmaster, height and placement of mailboxes may vary slightly as directed by the Engineer/City Engineer.

No more than two mailboxes may be mounted on one post. Post spacing for multiple mailbox installations shall be a maximum of 36".

The mailbox post shall be embedded a minimum of 24" into the ground. A metal post shall have an anti-twist plate that extends no more than 10" below the ground surface.

The existing mailbox shall be separated from the existing post and attached to the new post. If the existing mailbox is damaged beyond repair by the Contractor, the mailbox shall be replaced at no cost to the City. If the existing mailbox cannot physically be removed from the existing post and re-used, the mailbox shall be replaced under the item Mailboxes. When a mailbox is replaced, the Contractor shall be responsible for placing identification markings on the new mailbox corresponding to the markings on the original mailbox.

Unless otherwise specified, all existing mailbox supports shall be removed and replaced with new supports. If directed by the Engineer/City Engineer the existing mailbox shall be restored under the Contract Item Remove and Replace Mailboxes. If directed by the Engineer/City Engineer, the existing support and mailbox shall be removed and protected until placement in its planned location. This work shall be paid for under the item Mailbox/Support Relocation.

506.04 Method of Measurement. Mailbox Supports, Mailboxes, Remove and Replace Mailboxes, and Mailbox/Support Relocation will be measured by the unit.

506.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Mailbox Supports of the type specified, for Mailboxes, or for Remove and Replace Mailboxes, or for Mailbox/Support Relocation; which price shall be full compensation for furnishing all materials: for setting posts; for removing and reattaching existing mailboxes; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Mailbox Supports (single)	EA
NA-Mailbox Supports (double)	EA
NA-Mailboxes	EA
NA-Remove and Replace Mailboxes	EA
NA-Mailbox/Support Relocation	EA

Section 507. Pavement Markings

507.01 Description. This item shall consist of furnishing and placing pavement markings, including words, arrows, and emblems, of the color, type and material specified, in accordance with these specifications and to the dimensions and at the locations shown on the plans or as directed.

The markings are to be placed under existing traffic conditions. The work shall meet the requirements of the MUTCD except as modified by these specifications.

507.02 Materials. (a) Paint. Paint shall be a ready mixed white and yellow paint suitable for application on concrete and bituminous pavements. All paints used for this application shall be listed on the AHTD Qualified Products List (QPL). The manufacturer shall furnish a certification for each lot certifying that the materials supplied conform to all the requirements specified and stating that the material is formulated the same as the material tested for QPL listing.

(b) Thermoplastic Material. Thermoplastic material used shall meet all requirements of Section 719.02 of the AHTD Standard Specifications.

(c) Pavement Marking Tape. Pavement marking tape shall be a preformed tape conforming to Section 720.02 of the AHTD Standard Specifications for Type 5.

507.03 Construction Requirements.

(a) General Requirements. All pavement markings shall be applied to clean, dry surfaces. If necessary, the Contractor shall clean the surface of the pavement to receive markings before beginning marking operations. Cleaning of the pavement is considered subsidiary to other items of work and will not be paid for separately.

Pavement markings shall be placed at the locations shown on the plans, or as directed by the Engineer/City Engineer. All markings shall have well defined edges, shall be uniform in thickness, and shall be straight and true. No stripe shall be less than the specified width. Any corrections of variations in width or alignment of the stripes shall not be made abruptly. Markings that cannot be corrected to meet these requirements shall be removed at the Contractor's expense and will not be paid for.

Removal of markings shall be performed in such a manner that no conflicting pavement marking will be left in place. Removal of the pavement marking by a means that will gouge the surface will not be permitted.

(b) Reflectorized Paint. Reflectorized paint shall be applied at a minimum wet film thickness of 15 mils (a minimum of 16.5 gallons per mile of 4" line). The painted line shall be uniform in thickness and appearance across the width of the stripe. Glass beads shall be placed on the surface of the wet paint in the amount of not less than 6 pounds per gallon.

(c) Thermoplastic Markings. The thermoplastic compound shall be screed or ribbon extruded to the pavement surface unless a specific application method is specified.

The thermoplastic material shall be dispensed at a temperature recommended by the manufacturer. The applicator shall include a cutoff device remotely controlled to provide clean, square stripe ends and to provide a method for applying skip lines.

Beads applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are immediately dispensed upon the completed line. The bead dispenser shall be equipped with an automatic cutoff control, synchronized with the cutoff of the pavement marking equipment.

Thermoplastic markings shall not be applied to the pavement surface when the pavement surface temperature is less than 50° F or when the pavement shows evidence of moisture.

On pavements where no pavement markings exist or where the existing pavement markings are paint or thermoplastic and do not conflict with the proposed pavement markings, blasting with water or sand or a combination thereof will be required to remove any curing compound, oxidized paint or thermoplastic, or dirt to ensure a good bond. This blasting is considered surface preparation and will not be paid for separately.

Conflicting pavement markings that exist shall be removed by blasting with water and/or sand or by grinding. This blasting or grinding is considered pavement marking removal.

The thickness of all thermoplastic markings above the roadway surface shall be 90 mils (a minimum of 1584 pounds per mile of 4" line). The minimum thickness will be measured in the center of the line. The minimum ½" from the edges shall not be less than 75% of the thickness required in the center. Maximum thickness of markings is 3/16".

On concrete pavements, paint pavement markings meeting the requirements of this section shall be applied as a primer for the thermoplastic markings, except where thermoplastic markings are to be applied over existing thermoplastic markings. Paint applied to concrete pavement solely as a primer will not be measured or paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items of Thermoplastic Pavement Markings. A primer other than paint may be used when recommended by the thermoplastic manufacturer.

(d) Pavement Marking Tape. The placement of the pavement marking tape shall comply with the manufacturer's recommendations.

Air temperature shall be a minimum of 60° F and rising or the road temperature shall be a minimum of 70° F before installation of marking tape will be allowed.

The roadway surface shall be cleaned by the Contractor with high pressure air or by sweeping. The roadway shall then be marked where the pavement marking polymer is to be applied.

The polymer can then be applied by hand or with a manual or mechanical highway tape applicator designed for that purpose. Only butt splices will be allowed with no overlapping.

After application, the tape shall be firmly tamped with a minimum 200 lb. Load or by slowly (2-3 mph) driving over the tape with a vehicle tire. The Contractor shall ensure that all edges are firmly adhered.

507.04 Method of Measurement and Basis of Payment. Pavement markings will be measured as follows:

(a) Center lines, skip lines, lane lines, edge lines, crosswalk bars, and stop bars will be measured by the linear foot (LF) of markings actually placed.

(b) Words, arrows, and other symbols will be measured by the unit.

(c) Pavement marking removal, when specified on the plans, will be measured by the square foot of marking actually removed.

Work completed, accepted, and measured as provided above will be paid for at the contract price bid per linear foot for lines of widths specified, per each for symbols, and per square foot for pavement marking removal.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-__" Pavement Marking (Thermoplastic)	LF
NA-Pavement Symbols (Thermoplastic)	EA
NA-Pavement Marking Removal	SF

Section 508. Street Signs

508.01 Description. This item shall consist of installing new signs and supports, and/or relocating existing signs, complete with posts, supports, and concrete bases, where required, according to these Specifications and to the dimensions and details and at the locations shown on the Plans or as directed by the Engineer/City Engineer.

508.02 Materials and Fabrication

(a) **Signs.** Materials used in the fabrication of street signs shall comply with the latest edition of the AHTD Standard Specifications Section 723, AHTD Standard Drawings, and the MUTCD. Signs and equipment manufactured in accordance with the above mentioned specification will not be required to be submitted for approval.

(b) **Supports.** Materials used for new and relocated street sign supports shall be U-section channel or galvanized steel pipe as indicated in the plans.

508.03 Construction Requirements. The Contractor shall install new signs at the locations as shown in the plans or as directed by the Engineer/City Engineer. The Contractor will maintain existing signs during construction, and relocate the signs to permanent locations as shown in the plans or as directed by the Engineer/City Engineer. Should the sign or support become damaged during construction, the Contractor will furnish the replacement.

Any sign not indicated to be relocated as shown on the plans, or as directed by the Engineer/City Engineer shall be salvaged and delivered to the City.

Signs shall be erected at the specified location, plumb, and to the specified vertical and horizontal clearances.

Roadside directional signs shall be erected at a minimum height of 7' above the pavement edge, measured to the bottom of the sign. If a secondary sign is mounted below the primary sign, the primary sign shall be erected a minimum of 8' above the pavement edge and the secondary sign a minimum of 5' above the pavement edge. Route markers, warning signs, and regulatory signs shall be erected a minimum height of 6' above the pavement edge. All heights measured to the bottom of the sign.

The minimum horizontal clearance to any ground mounted sign shall be 2' beyond the edge of the roadway shoulder or unmountable curb face.

Signs shall normally be erected so that the sign face is vertical and at 93° away from the center of the lane that the sign serves and away from the direction of travel. Where lanes divide, or on curves, sign faces shall be oriented so as to be most effective both day and night, and to avoid the possibility of specular reflection.

Field drilling of holes in any part of the sign support structure shall be done only when specified on the plans or as directed by the Engineer.

After sign installation is complete, the signs will be inspected at night by the Engineer. If specular reflection is apparent on any sign, its position shall be adjusted by the Contractor to eliminate this condition.

508.04 Method of Measurement. Signs that are relocated or installed new shall be measured by a complete unit in place (including required footings).

No payment will be made for salvaged signs delivered to the City.

508.05 Basis of Payment. Work completed and accepted under this item and measured as provided above shall be paid for at the Contract unit price bid for each sign, which price shall be full compensation for the relocation, or erection of each sign, including support and footing; and for tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Pay Unit

NA-Street Sign Installation

EA

Section 509. Erosion Control

509.01 Description. This item shall consist of Temporary Erosion Control Measures to limit, control, and contain fill materials, soil erosion, sedimentation, and other wastes resulting from construction activities that could result in harm to private properties as well as public properties, streams and waterways.

This item shall also include the requirement of the Contractor to implement and maintain the Stormwater Pollution Prevention Plan (SWP3/SWPPP) and to comply with all necessary approvals and permits.

509.02 Standards.

All work for this item shall comply with all Federal and State requirements including the Clean Water Act (33 U.S.C. 1251 et seq.), the National Pollutant Discharge Elimination System (NPDES), and the Arkansas Water and Air Pollution Control Act (Act 472 of 1949, as amended, Ark. Code Ann. 8-4-101 et seq.) and the regulations, orders or decrees issues pursuant thereto.

All work for this item shall further comply with all Local and Municipal requirements including the City of Fayetteville Code Chapter 170, "STORMWATER MANAGEMENT, DRAINAGE, AND EROSION CONTROL" except as modified or augmented herein.

509.03 Application.

The City will develop the SWP3 and will obtain the permit from the Arkansas Department of Environmental Quality (ADEQ) for discharge of stormwater from construction activities for the project.

The requirements of this item shall apply to all construction activities under the Contract. The Contractor shall implement and maintain the SWP3 for all construction activities under the contract without regard to size of land area disturbance.

The Contractor's operations on lands located off the right-of-way, such as borrow pits, plant sites, waste sites, or other facilities, may require compliance with this specification and/or NPDES permit, and may require that additional permits be obtained. Any such additional permits will be the responsibility of the Contractor. Determination may be based upon location, jurisdiction and area of land disturbance.

509.02 Responsibilities of the Contractor.

(a) General.

The Contractor shall comply with City of Fayetteville Code Chapter 170, except as modified or augmented herein.

The Contractor shall comply with all applicable Federal, State, Local and Municipal regulations and requirements.

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The Contractor shall stabilize the land and comply with requirements of all permits issued for the project including any additions or revisions thereto.

Upon completion of the construction activities, the Contractor shall file a Notice of Termination with the City.

(b) NPDES Requirements.

Construction activities that will disturb soil or remove vegetation on one (1) or more acres of land during the life of the construction project shall also comply with the applicable NPDES Permit requirements as administrated by ADEQ.

Construction activities authorized under NPDES GENERAL PERMIT NO. ARR150000 with the ADEQ shall comply with Section 509.02. "Responsibilities of the Contractor" (a) General (above), and the following:

The City will prepare and file the appropriate applications, information, Notice of Intent, SWP3 (SWPPP) and other information as required by NPDES GENERAL PERMIT NO. ARR150000 with the ADEQ.

The Contractor shall comply with all NPDES Permit requirements, including, but not limited to, implementation, maintenance, and modification of the SWP3 as circumstances require, and documented inspections of erosion and sediment control systems.

The City will submit to the Contractor one copy of the NPDES Permit and/or other correspondence received from ADEQ. The Contractor shall post this information on site in accordance with the NPDES Permit, and have the current SWP3, inspection logs, and other required information on site at all times and available for inspection by ADEQ, the City, or other regulatory agencies as applicable.

The Contractor shall file the Notice of Termination with ADEQ when the site has been finally stabilized and all storm water discharges from construction activities authorized by the NPDES Permit are eliminated.

509.03 Construction Methods

Where temporary erosion control measures are shown on the plans and in the SWP3, such temporary erosion control measures are provided to the Contractor as minimum controls and guidance. The Contractor shall be responsible to incorporate and expand as necessary the temporary erosion control measures where shown in the plans in accordance with the approved SWP3. The Contractor shall modify the SWP3 as necessary in order to fully comply with the NPDES Permit.

All work required due to the violation of provisions of Corps of Engineers (COE) Section 404 Permits, NPDES Permits, or other requirements of these specifications which results from Contractor negligence, carelessness, or failure to perform work as scheduled, shall be performed by the Contractor at no cost to the City. In addition, the Contractor will be assessed the amounts of any and all fines and penalties assessed against and costs incurred by the City which are the result of the Contractor's failure to comply with a COE Section 404 Permit or NPDES Permit.

The City will not be responsible for any delays or costs due to the Contractor's failure to comply with the conditions of the COE Section 404 Permit or NPDES Permit. The Contractor will not be granted additional compensation or contract time due to loss of Permits for noncompliance.

In the event that pollutant spills occur which are the result of the Contractor's actions or negligence, the cleanup shall be performed by the Contractor at no cost to the City.

509.04 Method of Measurement and Basis of Payment.

No measurement of this item will be made.

Temporary erosion control acceptably completed will be paid for at the contract lump sum price bid for "Erosion Control", which prices shall be full compensation for furnishing all materials, tools, equipment, labor, incidentals and all other items necessary to implement, maintain and complete the work. Payment for "Erosion Control" shall also include implementing, maintaining, and complying with the Stormwater Pollution Prevention Plan (SWP3/SWPPP); including design, inspections, fees, report preparation, housekeeping practices, cleaning, maintenance and all other actions necessary to execute the SWP3 (SWPPP). Periodic payments will be made under this item in proportion to the amount of work accomplished as determined by the Engineer/City Engineer.

Deductions to this item will be made in the amount of any fines levied on the City by ADEQ or other regulatory agencies as a result of the failure by the Contractor to comply with the provisions of COE Section 404 or NPDES Permits.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#20-Erosion Control	LS

Section 510. Traffic Control and Maintenance

510.01 Description. This work consists of furnishing, installing, and maintaining necessary traffic signs, barricades, lights, signals, cones, concrete barriers, pavement marking, and other traffic control devices and shall include flagging, pilot car operations, and other means for guidance of traffic through the work zone. The work shall be done according to the MUTCD, AHTD Standards, The Standard Specifications and the Contractor's approved Traffic Control plan. An approved Traffic Control plan provided by the Contractor shall be required before any construction begins. This item shall also include maintenance of roadway surface.

This item shall also include the temporary relocation of traffic and street signs, the maintenance of the temporarily relocated signs through the construction of the project, and the permanent relocation of any sign relocated due to construction signage after the construction is complete. Permanent relocation of any salvaged signs shall consist of furnishing new sign post, new support hardware, and new concrete bases, where required, in accordance with the dimensions and details shown in the Plans and at the locations shown in the Plans, or as directed by the Engineer. New sign posts shall comply with the Standard Specifications and Standard Drawings.

(a) Contractor's Plan. Traffic Control or Maintenance of Traffic when shown in the Plans is provided to the Contractor as guidance. The Contractor shall prepare and submit for approval a detailed Traffic Control or Maintenance of Traffic Plan including adherence to the specified schedule of construction phases when so indicated in the Contract Documents to the Engineer and Owner. The Contractor's Traffic Control or Maintenance of Traffic Plan shall include and expand as necessary the Traffic Control or Maintenance of Traffic when indicated in the Plans and Specifications, and shall be complete with all proposed traffic control or traffic maintenance devices including proposed temporary roadway widening. The Contractor shall prepare and submit the detailed Maintenance of Traffic Plan to the Engineer and Owner 7 days prior to the preconstruction conference and in accordance with these Specifications.

Upon approval of the Contractor's Maintenance of Traffic Plan by the Owner in writing, the Contractor shall supply the City Engineer, the Fire Chief and the Police Chief one (1) copy each for their files. Two (2) copies shall be supplied to the Engineer.

The Contractor shall initiate and maintain all necessary labor and materials necessary to construct the project in a manner which will guarantee public safety with a minimum of inconvenience. Additional work, at no additional costs to the Owner, shall be performed by the

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Contractor during construction as directed by the Owner or Engineer if necessary to insure the above standards.

(b) Contractor personnel. The Contractor shall designate a traffic control supervisor to furnish continuous surveillance over traffic control operations. This supervisor shall be available at night and weekends to respond to calls involving traffic control. The name of the traffic control supervisor shall be provided at the preconstruction conference and to local police.

The Contractor's personnel who are used to maintain traffic flow, such as flagmen or any other person, who verbally communicates with or gives directions to the motorized public, shall speak English fluently.

(c) Driveways. Maintenance of driveways shall be as approved by the Engineer/City Engineer. Unless indicated otherwise, it shall be the Contractor's responsibility to maintain adequate access to private and commercial property at all times, except as required for construction across the driveway as approved by the Engineer. During the construction of driveways or at any time that a property owner cannot use his driveway, the Contractor shall notify the property owner (one week in advance, minimum) when the driveway will be closed and the approximate length of time that it will be closed. The intent of this section of the Specifications is to cause as little inconvenience as possible to private property owners.

(d) Relocation and replacement of Traffic Signs and Pavement Striping. During the construction of the project, the temporary relocation of street signs and traffic control signs will be performed by the Contractor. The Contractor shall maintain the signs at highly visible locations as near as practicable to the original locations. The latest edition of the Manual of Uniform Traffic Control Devices published by the Federal Highway Administration shall be used as a guide to the placement of signs during construction.

Immediately after the construction of any part of the project reaches a stage of completion such that the relocation of the street signs and traffic control signs is no longer necessary, the Contractor shall permanently relocate the street signs and traffic control signs. Removing any construction signage must be approved by the Engineer.

Street signs and traffic control signs shall be removed from such area of work as necessary to permit work on the project. Each sign shall be temporarily relocated in a secure manner by driving the sign into the ground with equipment approved by the Engineer, or otherwise installed as approved to prevent damage to underground utilities. Street signs no longer necessary shall be salvaged in good condition and restored to their original use or returned to the Owner if no longer needed.

Existing striping shall be removed and new temporary stripes and other pavement markings shall be provided by the Contractor. Work shall be performed in accordance with SECTION 720 (for Type 4) – PERMANENT PAVEMENT MARKING TAPE of the Standard Specifications. Pavement markings not necessary to the phased construction patterns shall be

removed or obliterated with black paint, as approved by the Engineer. Striping shall be maintained and restored as necessary during construction.

(e) Suspension of Work. If the Owner or the Engineer determines that provisions for safe traffic control are not being provided or maintained, the work will be suspended. In cases of serious or willful disregard for safety of the public or construction workers, the Owner will place the traffic control devices in proper condition and deduct the costs from monies due the Contractor.

510.02 Maintenance Requirements. Unless approved otherwise by the City, the road, while undergoing improvements, shall be kept open by the Contractor to all traffic. When so provided on the plans, or the Contractor's approved plan, the Contractor may bypass traffic over an approved detour route. The Contractor shall keep the portion of the project being used by public traffic, whether it is through or local traffic, in such condition that will permit the safe, continuous flow of two-way traffic at all times. When a part of the plans or when approved by the City, areas where the nature of the work restricts or prohibits two-way flow, one-way operation may be maintained by using flaggers or timed signalization. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, farms, etc.

As part of regular traffic maintenance, the Contractor shall remove all snow and ice accumulated on the traveled roadway. Exposed soil that becomes muddy due to rains or other precipitation shall be removed or covered with aggregate base material to the satisfaction of the City. Dust shall be controlled at all times. In the event that watering does not satisfactorily control the dust, other methods of dust control will be required.

Necessary traffic control devices shall be properly placed and in operation before starting construction. When work of a progressive nature is involved, such as resurfacing, the appropriate traffic control devices shall be kept current and placed only in the areas of actual work activities. All traffic control devices shall meet the requirements of the AHTD Standard Specifications Section 604.02 and the most current version of the MUTCD.

If the City determines that provisions for safe traffic control are not being provided or maintained, the work will be suspended. In cases of serious or willful disregard for safety of the public or construction workers, the City will place the traffic control devices in proper condition and deduct the costs from monies due the Contractor.

Types of barricade supports or devices not specifically described in the MUTCD shall not be used. The methods used to control traffic for lane changes or other diversions shall meet the MUTCD and the traffic control plan.

Portable changeable message signs meeting the requirements of Section 604 of the AHTD Standard Specifications shall be used if and where directed by the City.

510.03 Method of Measurement. Aggregate base for traffic maintenance, if specifically included as a bid item, will be measured by the ton of material placed for traffic control. No

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payment will be made under this item unless base placement is specifically directed by the Engineer/City Engineer. No base so directed shall be placed without the Engineer/City Engineer or authorized representative present. The tonnage of material placed shall be substantiated by truck tickets delivered along with the base material and presented to the Engineer/City Engineer at the time of base placement. If an item for aggregate base for traffic control is not included, it shall be considered subsidiary to other items.

When directed or approved for use by the City, portable changeable message signs meeting the requirements of Section 604 of the AHTD Standard Specifications will be measured for payment by the number of days each sign is required and authorized by the City. Payment for a full day will be made for any portion of a day that the panel or sign is used, but the measurement shall not exceed one per sign on any calendar day.

No other traffic control items will be measured.

510.04 Basis of Payment. Payment for aggregate base for roadway maintenance as measured above will be made at the unit price bid per ton.

All other traffic control and maintenance materials and activities will be paid for at the lump sum price bid for traffic control.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Traffic Control and Maintenance	LS
NA-Aggregate Base for Roadway Maintenance	Ton
NA-Portable Changeable Message Sign	Day

Section 511. Mobilization

511.01 Description. This item shall consist of preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

This item shall also include other work and operations that must be performed, or for expenses incurred, before beginning work on the various Contract items on the project site. It shall also include pre-construction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the Contract.

511.02 Measurement and Payment. Mobilization will be measured as a complete unit and will be paid for at the contract lump sum price bid. In computing the allowable partial payments from the schedule below, the percentage of the original Contract earned will be based on all items exclusive of the item of Mobilization, and payment for this item at any of the listed stages of completion will be made on the basis of the percentage of the item allowed less all payments made.

PARTIAL PAYMENT SCHEDULE

Percent of Original Contract Amount Earned	Percent of Bid Price for Mobilization Allowed
First Pay Estimate	25%
10%	50%
25%	100%

This item will be paid for on regular estimates. Payments on percentages of the original Contract amount other than those set out above will not be considered. No adjustment in the amount bid for this item will be made for additional quantities or items of work required to satisfactorily complete the Contract.

IN NO CASE SHALL THE AMOUNT BID FOR THE ITEM OF "MOBILIZATION" EXCEED 5% OF THE TOTAL CONTRACT AMOUNT FOR ALL OTHER ITEMS LISTED IN THE PROPOSAL. Should the amount entered into the proposal or bid for the item exceed 5%, the bid shall be rejected.

Payment will be made under:

Pay Item

Pay Unit

#1-Mobilization

LS

Section 512. Fences

512.01 Description. This item shall consist of furnishing and erecting wire fence, chain link fence, wood privacy fence and gates according to the plans and these specifications, and in reasonably close conformity to the lines, grades, and alignment shown on the plans or as directed.

512.02 Materials.

(a) General. All materials used shall be new and shall comply with the requirements for the class and type of material specified. Previously used materials will be allowed for temporary fencing.

Concrete for setting posts shall comply with Section 601 for Class A Concrete.

(b) Wire Fence. Wood posts and braces shall be pressure treated, seasoned, sound, and reasonably straight southern pine or Douglas Fir of the West Coast Region. The posts shall be round and free from excessive end splits. Before pressure treatment, the posts and braces shall have the bark removed, the knots trimmed flush, and the ends cut square. Posts that are to be driven shall have the small end tapered. Posts shall be treated by a standard empty cell or full cell process according to AWPAs practice using creosote and retaining a minimum of 8

pounds per cubic foot of wood; or using pentachlorophenol, or chromated copper arsenate and retaining a minimum of 0.4 pounds per cubic foot of wood.

Metal posts and braces shall be of good commercial quality iron or steel and may be tubular, T, U, Y, or other shape manufactured for use as fence posts or braces.

Woven Wire Farm Fence shall be AASHTO Design Number 1047-6-11 AASHTO M 279 or ASTM A116, Class 3 galvanizing.

Barbed wire shall be 12 ½ gauge with 4-point barbs and shall comply with AASHTO M 280, Class 3 galvanizing.

As an alternate to the barbed wire specified above, high tensile wire having the same galvanizing and breaking strength as Class 3, 12 ½ gauge wire, and complying with the remaining requirements of AASHTO M 280 for a four-point barb may be used.

The minimum gage of the high tensile barbed wire shall be as follows:

Strand wire gage	15 ½
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Barb wire gage	17
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Staples used to attach the wire fencing to wood posts shall be galvanized 9 gage, 38 mm (1 ½”) in length.

Steel line posts shall be galvanized or painted and comply with AASHTO M 281. Tubular steel posts shall comply with Grade 1 or Grade 2 of AASHTO M 181, or an approved alternate of Grade 2.

Hardware and fittings shall comply with ASTM F 626. Any miscellaneous hardware or fittings not mentioned in ASTM F 626 shall be galvanized according to the applicable requirements of AASHTO M 111 or M 232.

(c) Chain Link Fence. Material for chain link fence shall comply with AASHTO M 181 Types I, II, or III. Steel members for posts, rails, expansion sleeves, and gate frames may be either Grade 1 or Grade 2. The shape, size, and length of posts and rails, and the height of fabric shall be as shown on the plans.

Hardware and Fittings shall comply with ASTM F 626. Any miscellaneous hardware or fittings not mentioned shall be galvanized according to AASHTO M 111 or M 232. Tension wire shall be minimum 7 gauge.

Aluminum alloy fabric shall be used only with aluminum posts. Aluminum coated steel fabric and galvanized steel fabric, Class C, shall be used only with Grade 1 or Grade 2 steel posts. Fence fabric shall be minimum 9-gauge wire for 6’ fencing and 12-gauge wire for 4’ fencing.

Frames for gates shall be galvanized steel or aluminum of the type and length shown on the plans. Frames shall be Grade 1 or Grade 2. Welds shall be galvanized. Commercial gates may be used if they are equal to or better than the planned gates as determined and approved by the Engineer/City Engineer.

The gate fabric shall be of the same type material and be in accordance with the same specifications as the adjoining fence.

(d) Wood Privacy Fence All pine wood material shall be pressure treated with pentachlorophenol or chromated copper arsenate and shall retain a minimum of 0.4 pounds per cubic foot of wood. Cedar panels shall be reasonably straight and free from knots, warping, and other defects.

(e) Temporary Fencing Materials for temporary fencing shall be appropriate for the use intended.

512.03 Construction Requirements.

(a) General. The fence shall be erected parallel to the right-of-way line, or as directed. Unless otherwise specified, the fence shall be a minimum of 6" and a maximum of 1' behind the right-of-way line. The fence grade shall generally follow the ground contour, but shall present a uniform appearance. Minor grading along the fence line may be necessary to obtain the desired uniformity in fence grade. The fence alignment may be adjusted by the Engineer/City Engineer to preserve trees, land monuments, and property corner markers.

(b) Wire Fence. Line posts and pull assemblies shall be spaced as shown on the plans. Wood corner, gate, and pull posts may be driven in place provided the driving does not damage the post; or they may be set in dug holes and set in concrete. Metal corner, gate, end, and pull posts shall be set in concrete. Wire shall not be stretched onto posts set in concrete until seven days after placement of posts. Posts shall be set plumb.

The Contractor has the option of using wood or steel posts and braces unless otherwise specified, but shall use the same material on the entire project. Wood end, corner, and pull posts may be used with steel line posts.

When solid rock is encountered, the posts shall be set into the rock a minimum of 10" for line posts and 16" for end, corner, gate, and pull posts. The hole in the rock shall have a minimum cross section dimension 1" greater than the post to be set. The posts shall be cut before setting to give the proper length above ground surface. The hole shall be filled with Concrete or a grout consisting of 1 part portland cement and 3 parts concrete sand.

Wire tension braces for wood pull, end, and corner assemblies shall consist of a 9 gauge wire passed around the posts to form a double wire. The wire shall be fastened to each post and the ends fastened together to form a continuous wire. The wires shall then be twisted together until the wire is in tension.

Where the new fence joins an existing fence, the two shall be attached in a satisfactory manner, with end posts being set as directed. Where the proposed fence intersects an

existing fence, the end post shall be set for the existing fence clear of the proposed fence line as shown on the plans. The wire of the existing fence shall be stapled to the end post.

Pull post assemblies shall be placed at intervals of not more than 300' in straight alignment on level or uniformly sloping ground. Pull posts shall also be placed at all sharp vertical angle points in the line.

Corner post assemblies shall be placed at all horizontal angle points of 15° or more in the fence. When the distance from a corner post to the next corner or pull post is less than 165', one approach span on the corner assembly may be omitted.

End post assemblies at fence ends, gates, bridge abutments, and on banks of streams shall be erected in the same manner as corner construction. Extra length posts shall be provided for crossing small streams, ditches, ravines, or soft ground. Additional depth of set shall be secured in soft ground as directed.

The wire shall be attached to the face of the post away from the street. The wire shall be attached to wood line posts with staples driven at right angles to the grain and at a slight downward angle to attain the best anchorage. The staples shall not be driven tightly against the wire but shall leave free space for adjustment in tension due to changes in temperature. Wire shall be attached to steel line posts with approved galvanized clips. All barbed wire and alternate line wires of woven fabric shall be fastened to each line post. Barbed wire and all line wires of woven fabric shall be fastened to end, corner, and pull posts by wrapping the wire around the posts and tying the wire back on itself with not less than 3 tightly wrapped twists. Splicing of barbed wire and woven wire shall be done according to the plans. Gates of the same width and material type shall be placed at locations of existing gates as shown on the plans. Gates may be re-used if they have not been damaged during the construction period. If existing gates are not in satisfactory conditions for reuse, they shall be replaced at no cost to the City.

(c) Chain Link Fence. All posts shall be set in concrete as shown on the plans, plumb, and true to line and grade. Concrete shall comply with Section 601 for Class A and shall be thoroughly tamped around the posts. The posts shall be equally spaced in the line of fence not to exceed a spacing of 10 feet. The top of the footing shall be domed to drain water away from the post. Concrete in post footings shall be at least 7 days old before stretching and securing fabric to posts, bracing, or hanging gates.

Top rails shall pass through post caps and shall be securely fastened to end, brace, pull, and corner posts. Joints in top rails shall be made with expansion sleeve couplings to provide a substantial connection and allow for expansion and contraction of the rail.

Before the fence fabric is placed, the tension wire shall be placed at the proper location; stretched taut; securely anchored to each end, corner, or intermediate brace post; and satisfactorily fastened to each line post.

The fence fabric shall be attached to the face of the post facing the street.

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The end of the fabric shall be attached to the posts by means of a stretcher bar threaded through the end loops of the fabric and secured to the posts with clamps and bolts. The fabric shall be stretched to remove all slack with approved stretching equipment. The stretched fabric shall be secured to line posts, top rail, braces, and tension wire with specified fabric fasteners. Fabric fasteners shall be placed on line posts at not greater than 24" centers. Stretching operations shall be repeated at approximately every 100' for each run of fence. The use of trucks, tractors, and similar equipment will not be permitted in the stretching operation, except as anchors.

Splicing of the fabric shall be done by interweaving a wire picket through each end loop of each piece of fabric in a manner that will neatly and securely fasten the lengths of fabric together.

(d) Wood Privacy Fence Wood privacy fence shall be constructed at all locations where existing privacy fence is required to be removed, at other locations shown on the plans, or as directed by the Engineer/City Engineer.

Wood privacy fence shall be constructed as shown on the plans or shall match the existing fence in materials and configuration as closely as possible. Materials and workmanship of wood privacy fences, including gates, shall be of the same or better quality as the existing fence.

(e) Gates. Gates of the length and type of existing gates shall be constructed at the locations shown on the plans or as directed.

(f) Temporary Fencing. Temporary fencing shall be installed as required to contain livestock, pets, and to maintain safety and security of adjacent properties. Fences shall be installed and maintained that their intended purpose is accomplished.

512.04 Method of Measurement.

(a) Fence will be measured by the linear foot in place along the midpoint in height of the fence from outside to outside of the end posts. The lengths of gates will be excluded from this measurement.

(b) Gates will be measured by the Linear Foot.

(c) Temporary fencing, if included as a bid item, will be measured by the linear foot (LF). If this item is not included as a pay item, temporary fencing will be considered subsidiary to other items and will not be measured.

512.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for as follows:

Barbed Wire Fence will be paid for at the contract unit price bid per linear foot for Barbed Wire Fence. Barbed and Woven Wire Fence will be paid for at the unit contract price per linear foot for Woven and Barbed Wire Fence. Chain Link Fence will be paid for at the contract unit price bid per linear foot for Chain Link Fence of the height specified. Wood

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Privacy Fence will be paid for at the contract unit price bid per linear foot for Wood Privacy Fence of the height specified. Gates will be paid for at the contract unit price bid per linear foot for Gates of the type and dimensions specified. Temporary fencing will be for at the contract price per linear foot for temporary fencing of appropriate materials and heights.

The contract unit prices mentioned above shall be full compensation for clearing, grading, setting posts, erecting fence, and removing temporary fences; for excavation and backfill; for furnishing materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Barbed Wire Fence	LF
NA-Woven and Barbed Wire Fence	LF
NA-Woven Wire Fence	LF
NA-Chain Link Fence	LF
NA-Chain Link Gates	LF
NA-Wood Privacy Fence	LF
NA-Gates for Wood Privacy Fence	LF
NA-Temporary Fencing	LF

Section 513. Handicap Ramps

513.01 Description. This item shall consist of the construction of handicap ramps in accordance with these specifications and the Standard Drawings at the locations shown on the plans or as directed by the Engineer/City Engineer.

513.02 Materials. Concrete used shall meet the requirements for Class A or B Concrete as provided in Section 601. The maximum allowable slump shall be 4 inches. The maximum water-cement ratio for the mix selected shall not be exceeded.

Cast-in-place detectable warning panels used shall be composed of a vitrified polymer composite material. The color of the panels shall conform to Federal Color No. 33538, and shall be homogeneous throughout the product. The panels shall be cast into the wet concrete. Surface applied products shall not be allowed. The cast-in-place detectable warning panels shall meet the size and spacing requirements shown in the plans.

513.03 Construction Requirements. When a ramp is to be constructed on an existing sidewalk, any items that are planned to be retained but are damaged during the removal or construction operations shall be repaired at no cost to the City.

Handicap Ramps shall be constructed in accordance with Section 502 and the current City of Fayetteville Standard Drawings. Cast-in-place detectable warning panels shall be installed into the wet concrete per the manufacturer's specifications.

513.04 Method of Measurement. Cast-in-place detectable warning panels will be measured by the square foot. Concrete used in Handicap Ramps will be measured by the square yard. Limits of measurement will be as shown on the Plans.

513.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square foot for Cast-in-Place Detectable Warning Panels and per square yard for Handicap Ramp Concrete of the type specified, which price shall be full compensation for excavation and backfilling; for furnishing materials including joint filler; for constructing the ramp, for furnishing and placing cast-in-place detectable warning panels; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Cast-in-Place Detectable Warning Panel	SF
NA-Handicap Access Ramp	SY

Section 514. Project Signs

514.01 Description. This item shall consist of installing new project signs and supports furnished by the Contractor as shown on the plans, or as directed by the Engineer/City Engineer. The layout of the sign must be submitted to the Engineer for approval prior to installation.

514.02 Materials and Sign Layout. The structure and frame of project signs shall be wood or metal and shall structurally adequate to support the sign. Rough hardware shall be galvanized or aluminum.

The sign surface shall be constructed of minimum 3/4-inch thickness exterior grade plywood with medium density overlay. Panels shall be of size to minimize joints. Overall size shall be 4' x 8' unless otherwise specified.

Paint colors will be selected by Owner. Information Content shall be as follows:

Project title, logo, and name of Owner as shown on Contract Documents.

Names and titles of authorities.

Name, title and address of Engineer.

Name of prime Contractor and major Subcontractors.

Any additional information requested by Owner.

514.03 Construction Requirements. The Contractor will furnish new project signs and supports and shall install the signs at the locations as shown in the plans or as directed by the Engineer/City Engineer. The Contractor will maintain the signs during construction. Should the sign or support become damaged during construction, the Contractor will furnish the replacement. The project signs shall be installed within two days after commencement of mobilization. Project signs are to be removed following the announcement of the project's Final Completion by the Engineer/City Engineer. Final payment will be withheld until project signs have been removed.

514.04 Method of Measurement and Basis of Payment. Projects signs will be measured on a per each basis. Payment will be made for each sign constructed and installed according to the Plans and Specifications in the locations designated by the City. The price bid for each sign will be full compensation for all construction, installation, and maintenance of the signs.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Project Signs	EA

Section 515. Handrail

515.01 Description. This item shall consist of furnishing and erecting galvanized steel handrail on box culverts, headwalls, retaining walls, sidewalks, or steps, where shown on the Plans, or as directed by the Engineer/City Engineer, in accordance with the details shown on the Plans and with these specifications.

515.02 Materials.

(a) General. All materials used shall be new and shall comply with the requirements for the class and type of material specified.

All handrail materials shall be galvanized, powder coated steel, coated at the rate of 2.0 ounces of zinc per square foot of surface coated, with a 3 mil dry film thickness of powder coating top coat suitable for exterior application. The powder coating color shall be selected by the owner from a color chart provided by the contractor.

515.03 Construction Requirements.

(a) General. All welding shall be in accordance with current provisions of Specifications for Welded Highway and Railroad Bridges, American Welding Society. Welding shall be done by the shielded arc method and shall be done only by certified welders. Welding rods shall be low hydrogen suitable for use with the metal being welded. Welds joining sections of handrail shall be ground smooth prior to touch up painting. All damaged coatings shall be repaired in accordance with paint manufacturer recommendations and to the satisfaction of the City

Other galvanizing and painting methods may be used if approved by the Engineer/City Engineer.

Prior to installation, the Contractor shall contact the Engineer/City Engineer for his inspection of the Handrail.

515.04 Method of Measurement.

(a) Galvanized steel handrail will be measured by the linear foot, completed and accepted.

515.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for as follows:

Steel handrail acceptably completed and measured as provided above, will be paid for at the contract unit price per linear foot bid for "Steel Handrail," which price shall be full compensation for furnishing and installing all materials, including sleeves with plates, grout; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Steel Handrail	LF

Section 516. Cold Milling Asphalt Pavement

516.01 Description. This item shall consist of cold milling the asphalt pavement at the locations designated on the plans or by the Engineer/City Engineer and removing the resulting material from the street right-of-way. Unless otherwise provided, the reclaimed pavement shall become the property of the Contractor. The pavement remaining after milling shall provide a surface suitable for maintaining traffic.

516.02 Equipment. The Contractor shall provide self-propelled equipment with sufficient power, traction, and stability to maintain an accurate depth of cut and slope. The equipment shall be capable of accurately and automatically establishing profile grade along each edge of the machine by referencing from the existing pavement by means of a ski or matching shoe, or from an independent grade control and shall have an automatic system for controlling cross slope at a given rate. The milling machine shall have an effective means for preventing dust resulting from the operation from escaping into the air.

Provision shall be made, either integrally with the milling machine, or by the use of additional equipment, to remove the material being cut from the surface of the roadway.

516.03 Construction Requirements. The existing pavement shall be cold milled to a minimum depth as shown on the plans.

516.04 Method of Measurement. Cold Milling Asphalt Pavement will be measured by the square yard (SY) of pavement milled to the depth specified.

No separate payment will be made for repair or replacement of manholes, valve boxes, or other appurtenances which are located and identified in advance of the cold milling operation and which are damaged by the Contractor.

516.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard for Cold Milling Asphalt Pavement, which price shall be full compensation for all work as prescribed herein, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NA-Cold Milling Asphalt Pavement	SY

Section 517. Tree Protection Fencing

517.01 Description. This item shall consist of providing, installing, and maintaining tree protection fencing per the detail in the Drawings at all the locations indicated on the Drawings and/or as directed by the Engineer.

517.02 Materials.

517.03 Construction Requirements. Tree protection fencing shall be installed at locations shown on the Plans, or as directed by the Engineer prior to any construction operations within the vicinity. Fencing shall be installed in accordance with the details on the plans, and shall be maintained so that it provides adequate protection throughout the

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Project. Fencing shall be removed after all work has been completed or when directed by the Engineer.

517.04 Method of Measurement. Tree Protection Fencing shall be measured by the linear foot (LF) of Tree Protection Fencing actually installed.

517.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per Linear Foot for Tree Protection Fencing, which price shall be full compensation for providing, installing, maintaining, and removing tree protection fencing, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#21-Tree Protection Fencing	LF

DIVISION 600. MATERIALS

Section 601. Cast-in-Place Concrete

601.01 Description. This item shall consist of concrete in pavements, culverts, and miscellaneous structures, prepared and constructed in accordance with these specifications and conforming to the lines, grades, dimensions, and designs shown on the plans. Concrete shall consist of approved portland cement, fine aggregate, coarse aggregate, water, and any approved chemical admixtures mixed in the proportions specified for the various classes of concrete. All concrete shall be from a supplier approved by the Arkansas State Highway and Transportation Department.

601.02 Materials. The materials used in concrete shall conform to the requirements of AHTD Standard Specifications Section 802.02. Coarse aggregate gradation shall conform to the requirements for Class A, S, S(AE), and Seal Concrete in Section 802.02.

Admixtures shall be used to improve certain characteristics of the concrete when specified on the plans. They may also be used when requested by the Contractor and approved by the City. The Contractor's request shall be supported with the manufacturer's certified formulation of the proposed admixture and with sufficient evidence that the proposed admixture has given satisfactory results on other similar work. Permission to use the admixture may be withdrawn at any time by the City when satisfactory results are not being obtained.

Admixtures shall be approved by the City. Admixtures shall be compatible with each other, as advised by the manufacturer. The admixture dosage rate ranges as recommended by the manufacturer shall be used. Should the dosage rate for any admixture not yield desirable characteristics in the concrete, the dosage of admixture used shall be based on test results obtained by trial batches.

Admixtures shall be added to the mixing water by means of a mechanical dispenser that will accurately meter the additive throughout the mix water cycle. The dispenser shall be constructed and connected so that the Engineer/City Engineer can readily determine the amount of admixture entering the mixing water.

Fly ash may be used as a partial cement replacement not exceeding 20% by weight of the cement when approved by the City. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations. Fly ash used in concrete shall meet the requirements of ASTM C 618, Class C or F. Mixing of Class C and Class F fly ashes will not be permitted. Use of fly ash shall be discontinued immediately, as directed by the Engineer/City Engineer, when such use is determined to be causing the production of concrete that does not meet Specifications.

601.03 Classes of Concrete. Two classes of concrete are provided for in these specifications. The appropriate class of concrete shall be used as specified below or where designated by the Engineer/City Engineer.

The following requirements shall govern unless otherwise shown on the plans:

Class A concrete shall be used in curb and gutter, sidewalks, drop inlets, junction boxes, and miscellaneous concrete items.

Class B concrete shall be used in box culverts, bridges and concrete pavement.

These classes of concrete shall not be used if concrete is to be placed underwater. Concrete to be placed under water shall meet AHTD Specifications for Seal Concrete.

601.04 Classification and Proportioning. The concrete mixture shall be proportioned to insure a workable and durable concrete, as specified in the following table:

Characteristic	Class A	Class B
Minimum Compressive Strength (psi at 28 days)	3500	4000
Minimum Cement Content (bags per cu. yd.)	5.5	6.0
Maximum Net Water Content Per Bag (94 lb.) of Cement (Gallons)	6.5	5.5
Slump Range (Inches)	1-4*	1-4*
Air Content Range (%)	4-7	4-7
Maximum Fly Ash Content	20%	20%

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

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

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

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

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

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

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

601.06 Measurement of Materials. Materials will be measured by weighing, except as otherwise specified or where other methods are specifically authorized by the Engineer/City Engineer. Aggregates shall be measured separately and accurately by weight. Measuring devices shall be operated in a manner that will consistently weigh the cement within $\pm 1\%$ and the individual aggregates within $\pm 2\%$ of the required weight. Measuring devices shall be so designed and plainly marked that the weights can be accurately and conveniently verified for the quantities of each component actually being used.

Cement in standard packages (sack) need not be weighed, but bulk cement shall be weighed.

The mixing water shall be measured by weight or by volume. The water measuring device shall be accurate to within 1%.

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

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

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

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

- Unique ticket number.
- Identification of the truck.
- Date and time of batching.
- Total weights and/or volumes of each component.
- Total volume of mix.
- Total quantity of water added after batching.
- Time of discharge.

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

Truck mixers shall be capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass, and of discharging the concrete within the specified range of

consistency. The concrete shall be mixed not less than 70 nor more than 100 revolutions of the drum or blades at the rate of rotation specified by the manufacturer as the mixing speed. The pick-up and throw-over blades in the drum of all mixers shall be maintained in satisfactory condition to assure thoroughly mixed concrete.

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

601.08 Handling and Placing Concrete.

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

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

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

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

Open troughs and chutes shall be of metal or metal lined. Where steep slopes are required, the chutes shall be equipped with baffles or be in short lengths that reverse the direction of movement. Aluminum chutes, troughs, and pipes shall not be used for depositing concrete.

Chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

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

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

between the batches. Each layer shall be consolidated so as to avoid the formation of a construction joint with a preceding layer that has not taken initial set.

Concrete in footings shall be placed in the dry unless natural conditions prohibit. In that case, concrete shall be placed in accordance with Subsection 601.10. In order to separate water from the concrete, it will be permissible to utilize polyethylene sheeting or tarpaulins to maintain a physical barrier between the water and the concrete.

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

Immediately following the discontinuance of placing concrete, accumulations of mortar splashed upon the reinforcing steel and the surfaces of forms should be removed. Dried mortar chips and dust shall not be puddled into the concrete. If the accumulations are not removed prior to the concrete becoming set, care shall be exercised not to damage or break the concrete-steel bond at or near the surface of the concrete while cleaning reinforcing steel.

After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcing bars.

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

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

The vibration shall be internal unless special authorization of other methods is given by the Engineer/City Engineer.

Vibrators shall be of a type and design approved by the Engineer/City Engineer. They shall be capable of transmitting vibration to the concrete at rated frequencies of not less than 4500 impulses per minute.

The intensity of vibration shall be such as to visibly affect a mass of concrete over a radius of at least 18 inches.

The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms and shall have in reserve at all times sufficient

vibratory equipment to guard against shut down of the work because of the failure of the equipment in operation.

Vibrators shall be manipulated to thoroughly work the concrete around the reinforcement and embedded fixtures and into the corners and angles of the forms.

Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. The vibrators shall be inserted and withdrawn out of the concrete slowly. The vibration shall be of sufficient duration and intensity to thoroughly consolidate the concrete, but shall not be continued so as to cause segregation. Vibration shall not be continued at any one point to the extent that localized areas of grout are formed. Application of vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration is visibly effective.

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

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

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

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

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

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

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

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

601.10 Depositing Concrete Under Water. Concrete shall not be deposited in water except when shown on the plans or with the approval of the Engineer/City Engineer. No

concrete shall be placed underwater without an approved mix design which meets the AHTD requirements for Seal Concrete.

The supply of concrete shall be maintained at the rate necessary to raise the elevation over the entire seal by a minimum of 1' per hour or an approved retarder shall be used as necessary for lesser placement rates.

For parts of structures under water, seal concrete shall be placed continuously from start to finish. The surface of the concrete shall be kept as nearly horizontal as practicable. The Contractor shall provide equipment and personnel to sound the top of the seal in the presence of the Inspector in order to verify the location of the seal at all times. Previously placed seal concrete shall not have taken its initial set prior to the placement of adjacent concrete.

Concrete shall be carefully placed by means of a tremie or other approved method. Still water shall be maintained at the point of deposit. Concrete shall be deposited in such a manner that the planned horizontal concrete flow shall be no more than 15 feet.

A tremie shall consist of a tube having a diameter of not less than 10", constructed in sections having flanged couplings fitted with gaskets and an approved foot valve. The tremie shall be supported so as to permit rapid lowering when necessary to retard or stop the flow of concrete. The discharge end shall be closed at the start of the work so as to prevent water from entering the tube and shall be entirely sealed. The tremie tube shall be kept sufficiently full to prevent the loss of the concrete seal. When a batch is dumped into the tube, the flow of concrete shall be induced by slightly raising the discharged end, always keeping it in the deposited concrete. If at any time the seal is lost, the tremie shall be raised, the discharge end closed for a new start, and then lowered into position with the discharge end in the previously deposited concrete. Aluminum tremies will not be permitted.

Dewatering may proceed when the seal concrete has been allowed to cure for a minimum of 72 hours at a water temperature above 45 degrees F. All laitance or other unsatisfactory materials shall be removed from the exposed surfaces that are to support other structural loads.

601.11 Joints.

(a) Construction joints. Construction joints shall be made only where located on plans or shown in the placement schedule, unless otherwise approved by the Engineer/City Engineer.

The placing of concrete shall be carried continuously from joint to joint. The face edges of all joints that are exposed to view shall be carefully finished true to line and elevation.

The surface of the hardened concrete shall be roughened in a manner that will not leave loosened particles of aggregates or damaged concrete at the surface. It shall be thoroughly cleaned of foreign matter and laitance and saturated with water.

If not detailed on the plans, or in the case of emergency, construction joints shall be placed as directed by the Engineer/City Engineer. Shear keys or inclined reinforcement shall be used

where necessary to transmit shear or bond the two sections together. When shear keys or inclined reinforcement is not provided, the concrete shall be roughened as directed.

(b) Expansion and Fixed Joints. Joints shall be constructed according to the details shown on the plans.

- 1) Open Joints.** Open joints shall be placed in the locations shown on the plans and shall be constructed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material. The insertion and removal of the template shall be accomplished without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint unless specified on the plans.
- 2) Filled Joints.** Poured expansion joints shall be constructed similar to open joints. When premolded types are specified, the filler shall be in the correct position when the concrete on the second side of the joint is placed. An approved joint sealer meeting the requirements of Subsection 601.11(d) is required in addition to the joint filler. The cavity for the sealer shall be formed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material.

All faces of the joint to be sealed shall be thoroughly cleaned by sand blasting, water blasting, or other approved methods prior to placing the joint seal material.

Preformed expansion joint filler, non-extruding and resilient types, shall meet the requirements of AASHTO M 153. Type 2 (sponge rubber) shall be required to have a minimum expansion of 125% and be within ± 0.1 " of the specified plan thickness.

Other types of joint fillers may be allowed if approved by the Engineer/City Engineer.

(c) Contraction Joints. Contraction joints shall be constructed according to the dimensions specified in the plans and these specifications. The joints shall continue continuously across the full width of the concrete surface. Contraction joints shall be 1/8" to 3/8" wide and shall extend to a depth equal to 1/4 to 1/3 of the thickness of the concrete being placed. All contraction joints shall be sealed with an approved sealant meeting the requirements of Subsection 601.11(d) for types 3, 4 or 5.

(d) Joint Materials. Materials for filling and sealing joints shall be as shown on the plans and shall comply with the following requirements, as applicable:

Type 1. A joint filler that is a uniform mixture of sawdust and asphalt material in the proportion of one-part asphalt to four parts sawdust, by volume. Asphalt material used shall be either MC-250 or SS-1. When this material is specified, the joint shall be filled to within 25 mm (1") of the pavement surface. The top 1" shall be sealed with a material complying with the requirements of AASHTO M 173.

Type 2. A joint filler that is preformed, non-extruding, and resilient type, complying with AASHTO M 153 Type I (sponge rubber).

The material for filling and sealing longitudinal, warping, contraction, and other specified joints shall be as shown on the plans and shall comply with the following requirements:

Backer rod filler for Types 3, 4, and 5 joint shall be of resilient material approximately 3 mm (1/8") larger in diameter than the width of the joint to be sealed. All components of the joint sealant system, including the backer rod, shall be compatible. No bond shall occur between the backup material and the sealant system for types 3 and 4 joint sealers.

Type 3. A joint sealer that is a one-part silicone formulation that does not require a primer for bond to concrete. The compound shall be compatible with concrete. Acetic acid cure sealants are not acceptable. The material shall be one that has been approved by the Engineer.

Type 4. A joint sealer that is a one-part silicone formulation that does require a primer for bond to concrete. The compound shall be compatible with concrete. Acetic acid cure sealants are not acceptable. The material shall be one that has been approved by the Engineer.

Type 5. A joint sealer that is a hot poured elastomeric joint sealant. The material shall comply with AASHTO M 282. The appendix of that specification shall be considered a part of this specification.

Type 6. A joint sealer that is a 2 component, cold poured, synthetic polymer, complying with ASTM D 1850 with the exception of penetration, which shall not exceed 100, and resilience, both original cured sample and oven aged, which shall be a minimum of 70%.

Type 7. A joint sealer that is a hot poured elastic type complying with AASHTO M 173.

601.12 Forms. Forms shall be mortar-tight and of sufficient rigidity to prevent distortion due to the pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage of the lumber.

The forms shall be substantial and unyielding and shall be so designed that the finished concrete will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.

Forms for exposed surfaces shall be made of dressed lumber or plywood of uniform thickness, steel, or other approved materials that will provide a smooth surface, and shall be mortar-tight. Forms shall have a 3/4" chamfer at all sharp corners unless otherwise directed. In the case of projections, such as girders and copings, forms shall be given a bevel or draft to insure easy removal.

Metal snap-ties within the forms shall be so constructed as to permit their removal to a depth of at least 1" from the face of the concrete. Metal inserts or anchorages within the forms shall be so constructed as to permit their removal to a depth of at least 1" from the face of the concrete or be covered by being embedded a minimum of 1" in the concrete. In case ordinary wire ties are permitted, all wires, upon removal of the forms, shall be cut back at

least ¼” from the face of the concrete. All cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.

Forms shall be set and maintained true to the line designated until the concrete is sufficiently hardened. Before depositing new concrete on or against concrete that has hardened, the forms shall be re-tightened. Forms shall remain in place for the periods specified in Subsection 601.13. When forms appear to be unsatisfactory in any way, either before or during the placing of concrete, the Engineer/City Engineer shall order the work stopped until the defects have been corrected.

The shape, strength, rigidity, watertightness, and surface smoothness of re-used forms shall be maintained at all times. Any warped or bulged lumber must be re-sized before being re-used.

Forms shall be cleaned before being set to line and grade and shall be oiled prior to placing reinforcing steel in the vicinity of the forms. Materials or methods used in oiling the forms shall not result in the discoloration of the concrete.

601.13 Removal of Forms. In the determination of the time for the removal of forms and the discontinuance of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix.

Removal of forms shall be in accordance with the following schedule:

Item	Minimum Time	Strength Requirement
Top Slabs of RC Box Culverts	7 days	80% Specified
Forms for Columns and Vertical Walls	24 hours	N /A
Side Forms for Parapets, Median Barriers, and Curb Faces	6 hours	N/A

Forms on surfaces that will require a Class 2 finish in accordance with Subsection 601.16 shall be removed at the earliest time permitted under these Specifications in order to begin finishing operations.

Forms and their supports shall not be removed without the approval of the Engineer/City Engineer. Supports shall be removed in such a manner as to permit the concrete to uniformly and gradually take the stresses due to its own weight. Methods of form removal likely to cause overstressing of or damage to the concrete shall not be used.

601.14 Weather and Temperature Limitations.

(a) Hot Weather. When the internal temperature of the plastic concrete reaches 85° F, the Contractor shall take the necessary precautions to insure that the temperature of succeeding batches does not exceed 90° F. Concrete batches with temperatures in excess of 90° F will be rejected. The method used to control the concrete temperature shall be approved in

writing by the Engineer. The temperature of the plastic concrete shall be determined immediately prior to its being deposited in the forms by inserting a thermometer to a depth consistent with the capabilities of the thermometer being used to obtain a true reading. Prior to beginning placement, the Contractor shall insure that sufficient materials, labor, and equipment are available during placement to implement the previously approved cooling process.

(b) Cold Weather. Concreting operations will not be permitted when a descending air temperature falls below 40° F nor resumed until an ascending air temperature reaches 35° F without specific authority from the Engineer/City Engineer. Under no circumstances will the placing of concrete on a frozen subgrade be permitted. No concrete shall be placed unless the temperature of the concrete is more than 50° F when placed. If heating of the ingredients is necessary to meet this criterion, it shall be accomplished by a method such as dry heat or steam and not by direct flame. Water shall not be heated to more than 180 degrees F, and shall be combined with the aggregate before the addition of cement. Frozen aggregates may not be used.

After concrete is placed, it shall be protected by insulated forms, blankets, enclosing and heating, and/or any other method approved by the Engineer/City Engineer that will maintain the temperature adjacent to the concrete at a minimum of 50° F for at least 5 days. Concrete that has been frozen or damaged due to weather conditions shall be removed and replaced by the Contractor at no cost to the City.

(c) Protection Against Rain. In order that concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor shall have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood planks having a nominal thickness of not less than 2" and a nominal width of not less than the thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as burlap or cotton mats, or plastic sheeting material for the protection of the surface of the pavement. When rain appears imminent, all paving operations shall stop and all available personnel shall begin protection of the sides of the pavement and covering the surface of the unhardened concrete with the protective covering. Any surface finish damaged by rain shall be repaired or replaced to the satisfaction of the City at no cost to the City.

601.15 Curing Concrete.

(a) Materials. Materials used in curing concrete shall conform to one of the following types:

Burlap-polyethylene sheeting shall meet the requirements of AASHTO M 171.

Polyethylene sheeting shall meet the requirements of AASHTO M 171.

Copolymer/synthetic blanket shall meet the requirements of AASHTO M 171. Copolymer/synthetic blankets shall be a composite of a copolymer membrane material coated over a layer of absorbent nonwoven synthetic fabric weighing at least 6 ounces per square yard, uniform in appearance, and free from visible defects.

Other approved sheeting materials shall meet the requirements of AASHTO M 171.

Membrane curing compound shall meet the requirements of AASHTO M 148, Type 1-D or Type 2.

(b) Application. The exposed concrete, immediately after finishing, shall be covered with one of the curing materials listed above and shall be kept continuously and thoroughly wet for a period of not less than 5 days after the concrete is placed. Membrane curing does not require the application of additional moisture.

Membrane curing compound shall not be used on surfaces requiring a Class 2 finish.

When membrane curing is used, the exposed concrete shall be thoroughly sealed by applying the membrane curing solution immediately after the free water has left the surface. The concrete inside the forms shall be sealed immediately after the forms are removed and necessary finishing has been done. For uniform application in the field on vertical concrete surfaces, the specified rate of application may be achieved by two coats applied at an interval of approximately 1 hour.

The Contractor shall provide satisfactory equipment and means to properly control and assure the direct application of the curing solution on the concrete surface so as to result in a uniform coverage at the rate of 1 gallon for each 125 square feet of area.

If rain falls on the newly coated concrete before the film has dried sufficiently to resist damage, or if the film is damaged in any other manner, a new coat of the solution shall be applied to the affected portions equal in curing value to that specified above.

601.16 Finishing Concrete Surfaces. Surface finishes shall be classified as follows:

- Class 1. Ordinary Surface finish.
- Class 2. Rubbed finish.
- Class 3. Sprayed finish.
- Class 4. Exposed Aggregate finish.
- Class 5. Tined Surface finish.
- Class 6. Broomed finish.
- Class 7. Grooved finish.

All concrete shall be given a Class 1, Ordinary Surface Finish. In addition, if further finishing is required, such other types of finish will be as specified herein.

Payment for finishes will be considered a part of the applicable item of concrete used.

The following surfaces shall be given a Class 2 finish except when a Class 3 finish is specified in the plans:

Exposed surfaces of retaining walls and box culvert wingwalls, surfaces of concrete rails, rail posts, rail end posts, rail bases, and parapets, including the outside face.

At the option of the Contractor, a Class 3 finish may be used on all surfaces requiring a Class 2 finish provided the same class of finish is used on the entire job.

Sidewalks, curbs, exposed horizontal surfaces of inlets and junction boxes, and exposed horizontal faces of miscellaneous concrete items shall be given a Class 6 finish.

Concrete pavement surfaces shall be given a Class 5 finish.

The various classes of surface finish are defined as follows:

(1) Class 1, Ordinary Surface Finish. Immediately following the removal of forms, fins and irregular projections shall be removed from all surfaces except from those that are not to be exposed or are not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been thoroughly saturated with water, shall be carefully pointed and trued with a mortar of cement and fine aggregate mixed in the proportion of 1:2. Mortar used in pointing shall be not more than 1 hour old. The concrete shall then be rubbed or sprayed, if required, and cured as specified under Subsection 601.15. Construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

The resulting surfaces shall be true and uniform. Repaired surfaces, the appearance of which is not satisfactory to the City, shall be rubbed as specified under Class 2 finish.

Exposed surfaces not protected by forms shall be struck off with a straightedge and finished with a wood float to a true and even surface. The use of additional mortar to provide a plastered or grout finish will not be permitted.

The tops of caps in the area of the bridge seat shall be finished with a steel trowel or by grinding to a smooth finish and true slope at the proper elevation.

(2) Class 2, Rubbed Finish. After removal of forms, the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work the concrete shall be thoroughly saturated with water. Sufficient time shall have elapsed before the wetting down to allow the mortar used in the pointing of rod holes and defects to thoroughly set. Surfaces to be finished shall be rubbed with a medium coarse carborundum stone, using a small amount of mortar on its face. The mortar shall be composed of cement and fine sand mixed in proportions used in the concrete being finished. Rubbing shall be continued until form marks, projections, and irregularities have been removed, voids filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.

After concrete above the surface being treated has been cast, the final finish shall be obtained by rubbing with a fine carborundum stone and water. This rubbing shall be continued until the entire surface is of a smooth texture and uniform color.

After the final rubbing is complete and the surface has dried, it shall be rubbed with burlap to remove loose powder and shall be left free from all unsound patches, paste, powder, and objectionable marks.

(3) Class 3, Sprayed Finish. The material furnished for sprayed finish shall be a commercial paint type texturing product produced specifically for this purpose, and shall consist of a synthetic non-alkyd resin containing mica, perlite, non-biodegradable fibers, and durable tinting pigments. The material shall be approved by the City. Unless otherwise specified in the Contract, the color of the sprayed finish shall be concrete gray, equal or close to Shade 36622 of the Federal Color Standard 595 A.

Surfaces to be coated shall be free from efflorescence, flaking, coatings, dirt, oil, and other foreign substances. The sprayed finish shall not be applied over surfaces cured with membrane curing compound until 30 days has elapsed from application of the membrane. Prior to application of spray finish, the surfaces shall be free of moisture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

The spray finish shall be applied at a rate as recommended by the manufacturer and as approved by the Engineer/City Engineer. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application.

The completed finish shall be tightly bonded to the structure and shall present a uniform appearance and texture equal to or better than that required for rubbed finish. If necessary, an additional coat or coats shall be applied to produce the desired surface texture and uniformity. Upon failure to adhere positively to the structure without chipping or cracking, or to attain the desired surface appearance, the coating shall be removed from the structure and the surface given a rubbed finish, or another approved finish satisfactory to the City.

(4) Class 4, Exposed Aggregate Finish. This type of finish shall be produced by scrubbing the surface of green concrete with stiff wire or fiber brushes, using a solution of muriatic acid in the proportion of 1 part acid to 4 parts water, or by sand blasting, until the cement film or surface is completely removed and the aggregate particles are exposed. The amount of aggregate exposure will be specified on the plans or designated by the Engineer/City Engineer. Any surface treated with muriatic acid shall be thoroughly washed with water to which a small amount of ammonia has been added to remove all traces of the acid. The resulting surface shall be an even pebbled texture.

(5) Class 5, Tined Roadway Surface Finish. The concrete roadway surface shall be given a finish with a burlap drag, followed by tining.

The surface shall be finished by dragging a seamless strip of damp burlap over the full width of the roadway surface. The burlap drag shall consist of sufficient layers of burlap and have sufficient length in contact with the concrete to slightly groove the surface, and shall be moved forward with a minimum bow of the lead edge. The drag shall be kept damp, clean, and free of particles of hardened concrete.

The final finish shall be accomplished by using the drag finish as described above with the further application of a metal tine finishing device. The tine shall be approximately 0.032" by 0.125" of steel flat wire, 2" to 5" in length, and spaced on ½" to ¾" centers. The grooves produced in the concrete shall be substantially from 1/8" to 3/16" in depth. The grooves shall be transverse to the centerline of the surface. The metal tine device shall be operated by approved mechanical or manual means. Other texturing equipment may be approved by the Engineer/City Engineer provided it produces a texture equivalent to that produced by the metal tine.

The tining shall be terminated with a transition in depth 18" from the gutter line. The outer 18" of the tined surface shall receive a Class 6, broomed finish.

(6) Class 6, Broomed Finish. After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board, floated, and broomed. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than ¼" under a 10' straightedge. The surface shall have a granular or matte texture.

(7) Class 7, Grooved Finish. The roadway surface shall be grooved perpendicular to the centerline with grooves extending across the slab to within 18" of the gutter line. The grooves shall be cut using a mechanical sawing device that will leave grooves 1/8" to 3/16" in depth and spaced on ½" to ¾" centers.

Section 602. Reinforcing Steel

602.01 Description. This item shall consist of reinforcing steel and miscellaneous accessories of the quality, type, size, and quantity designated, which shall be furnished and placed in concrete according to these specifications and in conformity with the details shown on the plans, or as directed.

602.02 Materials.

(a) Bar Reinforcement. Bar reinforcement for concrete in sizes up to and including #18 shall conform to the requirements of AASHTO M 31 or M 53.

(b) Wire and Wire Fabric. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 32 or M 225.

(c) Bar Mat Reinforcement. Bar mat reinforcement for concrete shall conform to the requirements of AASHTO M 54.

(d) Epoxy Coating. When specified, reinforcing steel bars shall be coated according to AASHTO M 284 using a coating material that meets the requirements of Annex A1 of AASHTO M 284.

The Contractor shall supply to the Engineer a written certification that properly identifies the number of each batch of coating material used in the order; the material, quantity represented, date of manufacture, and name and address of the manufacturer; and a statement that the supplied coating material meets the requirements of Annex A1 of AASHTO M 284.

Patching material, compatible with coating material, inert in concrete, and meeting the requirements of Annex A1 of AASHTO M 284, shall be provided by the epoxy coating manufacturer.

602.03 Bar Lists and Bending Diagrams. All reinforcing steel shall be fabricated to conform to the details shown on the plans. Pins used for bending reinforcing steel shall be equal to or larger than that shown on the plans. Bar lists and bending diagrams for reinforcing steel and bar supports will not be reviewed or approved by the Engineer. The Contractor shall be responsible for the accuracy of the fabricated reinforcing steel.

602.04 Fabrication. Bar reinforcement shall be bent to the shapes shown on the plans.

Bars shall be bent cold, unless otherwise permitted by the Engineer. No bars partially embedded in concrete shall be field bent, except as shown on the plans or specifically permitted by the Engineer.

Radii for bends shall be as shown on the plans. When not shown on the plans, radii bends on the inside of bars shall be as specified below.

Bar Number	Minimum Radii
Stirrups and Ties	4 bar diameters
3,4,5,6,7, or 8	6 bar diameters
9,10, or 11	8 bar diameters
14 or 18	10 bar diameters

The Engineer/City Engineer or his representative shall have free access to the shop for inspection, and every facility shall be extended to him for this purpose. On a random basis, samples of bars, other than the additional test bars, may be taken by the Engineer.

Epoxy coating applicators shall be CRSI certified. The Contractor shall inform the Engineer, in writing, at least 10 days prior to performing any of the cleaning or coating operations. The Contractor shall furnish to the Engineer the coating applicator's certification certifying that all materials used, the preparation of the bars, coating, and curing were done according to these specifications and that no bars contain more than six holidays per yard. The certification shall include or have attached specific results of tests of coating thickness and flexibility of coating.

602.05 Shipping, Handling, and Protection of Material. Bar reinforcement shall be shipped in standard bundles, tagged and marked according to the *Code of Standard Practice* of the Concrete Reinforcement Steel Institute.

Steel reinforcement shall be protected from damage. When placed in the work, it shall be free from dirt, detrimental rust or scale, paint, oil, or other foreign substance. Steel reinforcement shall be stored above the ground on skids, platforms, or other supports. Epoxy coated reinforcing steel that is not incorporated into the work within 90 calendar days after delivery to the project shall be protected from exposure to the sun.

Epoxy coating damaged during fabrication, shipping, or installation shall be repaired according to AASHTO M 284. Damaged areas less than 0.10 square inch need not be repaired but all areas larger than 0.10 square inch shall be repaired. The maximum amount of damage shall not exceed 2% of the surface area of each bar. All damaged areas shall be repaired according to the manufacturer's instructions. Repairs will be required on all sheared or cut ends of bars, end areas left bare during the coating process, and any areas where the entire coating is removed. All repairs shall be completed as soon as practicable and, in the case of bare end areas and sheared ends, before visible oxidation of the surface occurs. Epoxy coated bars shall not be flame cut.

The Contractor shall exercise caution when placing and vibrating concrete to prevent any damage to epoxy coated bars. In order to prevent the vibrator from damaging the coated bars, the head shall be covered with a sheet of rubber or a similar material as approved by the Engineer/City Engineer.

602.06 Placing and Fastening. Steel reinforcement shall be accurately placed in the positions shown on the plans and firmly held during the placing and setting of concrete. Bars shall be tied at all intersections except where spacing is less than 12" in each direction, in which case alternate intersections shall be tied. Bundled bars shall be tied together at not more than 6' centers.

Bar positions or clearances from the forms shall be maintained by means of stays, ties, hangers, or other approved devices. Reinforcing steel shall not be welded unless detailed on the plans or authorized in writing by the Engineer. Metal bar supports that are in contact with the exterior surface of the concrete shall have protection conforming with the CRSI Specifications, Class 1 for Plastic Protected Bar Supports or Class 2 for Stainless Steel Bar Supports, with the further provision that the plastic protection may be applied either by a dipping operation or by the addition of premolded plastic tips to the legs of the supports. Epoxy Coated Bar Supports that are coated according to the provisions of AASHTO M 284 using a coating material meeting the requirements of Annex A1 of AASHTO M 284 may be substituted for Plastic Protected Bar Supports or Stainless Steel Bar Supports. All high chairs and bar bolsters shall be metal. Any bar supports that deform under foot traffic or other construction activities shall not be used.

When concrete is to rest on an excavated surface, layers of bars shall be supported above the surface by metal chairs or by precast mortar or concrete blocks. The use of rocks, pieces of stone or brick, pipe, wooden blocks, or chunks of concrete will not be permitted as bar supports or spacers.

Reinforcement shall be placed by the Contractor and inspected and approved by the Engineer/City Engineer before the placing of concrete begins. Concrete placed in violation

of this provision may be rejected and removal required. Unless otherwise shown on the plans, the spacing of supports shall conform to the recommendations of CRSI.

Epoxy coated bars shall be placed on plastic coated or epoxy coated metal supports and shall be held in place by use of plastic coated tie wires or molded plastic clips especially fabricated for this purpose. Bar supports for epoxy coated bars shall be fully coated metal supports. Epoxy coated bar supports shall be coated according to the provisions of AASHTO M 284 using a coating material meeting the requirements of Annex A1. In placing epoxy coated bars, care shall be maintained to prevent coated bars from being damaged.

After the coated bars are secured to bar supports, a final visual inspection shall be made and all uncoated or damaged areas coated or repaired as required by the Engineer/City Engineer.

602.07 Splicing. Reinforcing steel shall be furnished in the full lengths specified on the plans. Bars spliced as a result of unforeseen construction conditions or sequences will require the written approval of the Engineer. Splices shall meet the requirements of the current edition of the *AASHTO Standard Specifications for Highway Bridges*.

Secondary reinforcing used for distribution of loads, such as longitudinal bars in box culverts and retaining walls may be lapped 32 bar diameters minimum if bars are #6 or smaller. Primary reinforcing for columns and retaining walls which require splicing as a result of the lowering of footings shall be spliced at the upper end of the original bars. Required lengths of splices for primary reinforcing will be determined by the Engineer.

In lapped splices, the bars shall be placed in contact and fastened together in such a manner as to maintain the minimum distance to the surface of the concrete as shown on the plans.

Sheets of wire fabric or bar mat reinforcement shall overlap each other sufficiently to maintain a uniform strength and shall be securely fastened at the ends and edges. The lap shall be not less than one space of wire fabric or bar.

DIVISION 700. SPECIAL PROVISIONS

Section 701. Detention Pond

702.01 Description. This item shall consist of all materials and labor necessary to construct the Detention Pond as indicated on the Drawings and/or as directed by the Engineer.

702.02 Method of Measurement. The Detention Pond will be measured as one complete lump sum installed and accepted.

702.03 Basis of Payment. The work required by this item will be paid for at the unit price as one complete lump sum. Price shall be full compensation for excavating, grading, material haul off and all labor, equipment, tools and incidentals necessary to complete the work as indicated on the construction plans.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#25-Detention Pond	EA

Section 702. Water Quality Feature (Bioretention)

702.01 Description. This item shall consist of all materials and labor necessary to install a Water Quality Feature as indicated on the Drawings and/or as directed by the Engineer.

702.02 Materials.

Bioretention Soil Media

The Bioretention Soil Media will consist of the following materials:

1. 75% - Concrete Sand (ASTM C-33 Gradation)
2. 15% - Compost
3. 10% - Natural Soil

With a required organics component of the compost ranging from 30%-60%, the proportion of the compost should be limited so the total organic content of the resulting soil mix does not exceed 8%, if the species from the native vegetation list are used. Where non-natives are specified and approved, higher organic may be permissible.

The clay content of the resulting soil mix may not exceed 5%. If used, clay must be low plasticity (CL) per Unified Soil Classifications System (USCS). If topsoil containing clay is

used, post-construction infiltration tests must be performed to ensure adequate infiltration rate.

Pipe Underdrain

The underdrain shall be corrugated polyethylene tubing. The tubing shall be the heavy duty type and comply with AASHTO M 252.

Corrugated polyethylene tubing with perforations shall have AASHTO M 252, Class 2 perforations.

Granular Filter Material shall be No. 57 Stone.

Filter Fabric shall be Mirafi FW404.

702.03 Construction.

Pipe Underdrain

The pipe shall be laid perforations down and the pipe sections joined securely with the appropriate coupling fittings or bands, or joint filler. The upgrade end of the pipe installations shall be closed with suitable plugs to prevent entry of soil materials.

The granular filter media shall be placed and uniformly compacted with mechanical equipment to a stable condition.

The filter fabric shall be installed as shown on the plans.

Bioretention Soil Media

The Bioretention Soil Media shall be installed at the specified location as indicated on the construction plans. The media shall be placed in such a manner not to disturb any finished construction on site. Bioretention Soil Media shall be placed loosely and not compacted. Once the material has been placed, construction equipment shall cease to operate on or near the media.

702.04 Method of Measurement. Water Quality Feature (Bioretention) will be measured as one complete lump sum installed and accepted.

702.05 Basis of Payment. The work required by this item will be paid for at the unit price as one complete lump sum complete in place. Price shall be full compensation for excavating, material haul off, grading, furnishing and installing underdrain and bioretention soil media and all other labor, equipment, tools and incidentals necessary to complete the work as indicated on the construction plans.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#26- Water Quality Feature (Bioretention Basin)	LS
#27-Water Quality Feature (Bioretention Forebay)	LS

Section 703. Landscaping Trees

703.01 Description. This item shall consist of all materials and labor necessary to furnish and install the Landscaping Trees as indicated on the Drawings and/or as directed by the Engineer.

703.02 Materials. All plants must be healthy, vigorous and free of pest and disease and shall meet the minimum quality requirements set forth by the “American Standard for Nursery Stock”. All plants must be container grown or balled and burlapped as indicated on the plant list. All trees shall be 2” caliper with a single dominant trunk. Multi-trunk trees will not be acceptable without prior approval from urban forestry. All trees must be straight trunked, full headed, and must meet all requirements on the plans.

The contractor is responsible for fully maintaining all planting material (including but not limited to watering, spraying, mulching, fertilizing etc.) in all planting areas until the work is accepted in total by the owner.

The contractor shall completely guarantee all plant material for a period of one (1) year beginning on the date of total acceptance. The contractor shall promptly make all replacements before or at the end of the guarantee period.

703.02 Method of Measurement. Landscaping Trees will be measured as per each Tree installed and accepted.

703.04 Basis of Payment. The work required by this item will be paid for at the unit price for each Tree installed and accepted. Price shall be full compensation for all labor, equipment, tools and incidentals necessary to complete the work as indicated on the construction plans.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#28-Platanus Occidentalis (Sycamore)	EA
#29-Quercus Rubra (Red Oak)	EA
#30-Acer Saccharum (Sugar Maple)	EA

Section 704. 6" Thick Reinforced Concrete

704.01 Description. This item shall consist of all materials and labor necessary to construct 6" Thick Reinforced Concrete in accordance with Section 601 and 602 of these specifications and as indicated on the Drawings and/or as directed by the Engineer.

704.02 Method of Measurement. The 6" Thick Reinforced Concrete will be measured as per square yard installed and accepted.

704.03 Basis of Payment. The work required by this item will be paid for at the unit price as per square yard installed and accepted. Price shall be full compensation for forming, steel reinforcement, reinforcement chairs, concrete material, placing concrete, finishing, jointing, curing and all labor, equipment, tools and incidentals necessary to complete the work as indicated on the construction plans and/or directed by the Engineer.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#22-6" Thick Reinforced Concrete	SY

Section 705. 6" Thick Concrete Driveway

705.01 Description. This item shall consist of all materials and labor necessary to construct the 6" Thick Concrete Driveway in accordance with Section 503 and 601 of these specifications and as indicated on the Drawings and/or as directed by the Engineer.

705.02 Method of Measurement. The 6" Thick Concrete Driveway will be measured as per square yard installed and accepted.

705.03 Basis of Payment. The work required by this item will be paid for at the unit price as per square yard installed and accepted. Price shall be full compensation for forming, concrete material, placing concrete, finishing, jointing, curing and all labor, equipment, tools and incidentals necessary to complete the work as indicated on the construction plans and/or directed by the Engineer.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#23-6" Thick Concrete Driveway	SY

Section 706. 2' Diameter Reinforced Concrete Pier

706.01 Description. This item shall consist of all materials and labor necessary to construct the 2' Diameter Reinforced Concrete Pier in accordance with Section 601 and 602 of these specifications and as indicated on the Drawings and/or as directed by the Engineer.

706.02 Method of Measurement. The 2' Diameter Reinforced Concrete Pier will be measured as per vertical foot installed and accepted.

706.03 Basis of Payment. The work required by this item will be paid for at the unit price as per vertical foot installed and accepted. Price shall be full compensation for pier layout, forming, steel plates, steel reinforcement, concrete material, placing concrete, curing and all labor, equipment, tools and incidentals necessary to complete the work as indicated on the construction plans and/or directed by the Engineer.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#24-2' Diameter Reinforced Concrete Pier	VF

Section 707. 2" Sch. 40 PVC Electrical Conduit

707.01 Description. This item shall consist of the work necessary to install 2" schedule 40 pvc electrical conduit with metallic bends for future electrical service.

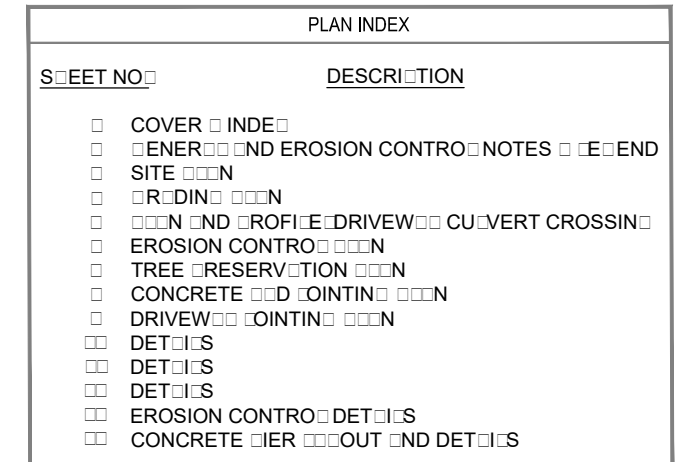
707.02 Construction. The 2" schedule 40 pvc electrical conduit shall be installed as shown on the plans.

707.03 Method of Measurement. 2" schedule 40 pvc electrical conduit will be measured by horizontal measure of the conduit installed.

707.04 Basis of Payment. The work required by this item will be paid for at the unit price per linear foot (LF). Price shall be full compensation for excavating, backfilling with ABC Class 7, 2" schedule 40 pvc electrical conduit, metallic bends, fittings, cap, t-post and all other materials, equipment, tools, labor, and incidentals necessary to complete the installation of 2" Sch. 40 pvc electrical conduit.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
#31-2" Sch. 40 Electrical Conduit	LF




REGISTERED PROFESSIONAL ENGINEER NO. 00000

ENERNOTES

1. THE CITY OF FAYETTEVILLE SHALL PROVIDE HORIZONTAL AND VERTICAL CONTROL WITH COORDINATES AND ELEVATIONS FOR THE CONTRACTOR TO ESTABLISH HIS/HER CONSTRUCTION STAKING.

2. CAUTION: 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. SOME UTILITIES MAY HAVE BEEN RELOCATED SINCE THE TIME OF DESIGN AND THE CONTRACTOR'S NOTICE TO PROCEED. 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 IN ADVANCE NOTIFICATION THROUGH THE ARKANSAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF 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 THE 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. THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE, AND ARE THE LOCATIONS AT THE TIME OF DESIGN.

3. ALL PROPERTY CORNERS (IRON PINS) OR OTHER MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION SHALL BE PROTECTED.

4. ALL TREES OUTSIDE THE CONSTRUCTION LIMITS SHALL BE PROTECTED AND SAVED. CARE AND DISCRETION SHALL BE USED TO PROTECT TREES NOT IDENTIFIED FOR REMOVAL.

5. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WATER LINES AND SANITARY SEWER LINES WITHIN PROPOSED CONSTRUCTION LIMITS.

6. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY DRAINAGE AS REQUIRED.

7. THE CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND /OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.

8. THE CONTRACTOR SHALL CONTROL EROSION ON THE SITE. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED,MULCHED AND WATERED AS DIRECTED BY THE SPECIFICATION AS SOON AS POSSIBLE AFTER CONSTRUCTION ACTIVITY IS COMPLETED. GRASS SHALL BE MAINTAINED AND MOWED AS NEEDED UNTIL THE PROJECT IS COMPETED AND ACCEPTED. THE SITE SHALL BE GRADED TO MAINTAIN POSITIVE DRAINAGE DURING CONSTRUCTION. WATER SHALL NOT BE ALLOWED TO POND.

9. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION AT THE SITE.

EROSION CONTRONOTES

1. THE SWPPP MUST REMAIN ON SITE AT ALL TIMES.

2. BMP'S SHALL BE IMPLEMENTED TO PREVENT THE RELEASE OF AIRBORNE DUST AND WATERBORNE SEDIMENT FROM CONSTRUCTION SITES. DISTURBED AREAS SHALL BE MINIMIZED, DISTURBED SOIL SHALL BE MANAGED AND CONSTRUCTION SITE ENTRANCES/EXITS SHALL BE MANAGED TO PREVENT SEDIMENT TRACKING. STREETS AND STORM INLETS MUST BE KEPT CLEAN AT ALL TIMES AND FREE OF LOOSE ROCK, MUD, DEBRIS, AND TRASH. MUD ON THE STREETS MUST BE PHYSICALLY REMOVED AND NOT WASHED OFF.

3. CONSTRUCTION ACTIVITIES SHALL BE MAINTAINED SO THAT ADJACENT PROPERTIES ARE NOT UNREASONABLY BURDENED WITH SURFACE WATERS AS A RESULT OF SUCH DEVELOPMENT. MORE SPECIFICALLY, NEW DEVELOPMENT MAY NOT UNREASONABLY IMPEDE WATER RUNOFF FROM HIGHER PROPERTIES NOR MAY IN UNREASONABLY CHANNEL WATER TO LOWER PROPERTIES.

4. LAND SHALL BE REVEGETATED AND RESTORED AS CLOSE AS PRACTICALLY POSSIBLE TO ITS ORIGINAL CONDITIONS SO FAR AS TO MINIMIZE RUNOFF AND EROSION ARE CONCERNED.

5. A RECORD OF THE DATES WHEN GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED SHALL BE INCLUDED IN THE EROSION AND SEDIMENT CONTROL PLAN. EXCEPT IN (A) AND (B) BELOW, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

(A). WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.

(B). WHERE CONSTRUCTION ACTMVTY WILL RESUME ON A PORTION OF THE SITE WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASED, (E.G. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 21 DAYS) THEN STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASED.

(C). STABILIZATION PRACTICES MAY INCLUDE: TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, GEOTEXTILES, SOD STABILIZATION, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES, AND PRESERVATION OF MATURE VEGETATION AND OTHER APPROPRIATE MEASURES.

6. EXCAVATION MATERIAL SHALL NOT BE DEPOSITED IN OR SO NEAR STREAMS AND OTHER STORMWATER DRAINAGE SYSTEMS WHERE IT MAY BE WASHED DOWNSTREAM BY HIGH WATER OR RUNOFF. ALL EXCAVATION MATERIAL SHALL BE STABILIZED IMMEDIATELY WITH EROSION CONTROL MEASURES.

7. DEBRIS, MUD, AND SOIL IN PUBLIC STREETS SHALL NOT BE ALLOWED ON PUBLIC STREETS BUT IF ANY DEBRIS, MUD, OR SOIL FROM THE SITE REACHES THE PUBLIC STREET IT SHALL BE IMMEDIATELY REMOVED VIA SWEEPING OR OTHER METHODS OF PHYSICAL REMOVAL. DEBRIS, MUD, OR SOIL IN THE STREET MAY NOT BE WASHED OFF THE STREET OR WASHED INTO THE STORM DRAINAGE SYSTEM.

8. ALL STORAGE PILES OF SOIL, DIRT OR OTHER BUILDING MATERIALS SHALL BE LOCATED MORE THAN 25 FEET FROM ROADWAY, DRAINAGE CHANNEL OR STREAM, WETLAND, AND STORMWATER FACILITY.

9. CONCRETE TRUCK WASH AREAS. NO WASHING OF CONCRETE TRUCKS OR CHUTES IS ALLOWED EXCEPT IN PROPERLY LOCATED AND CONSTRUCTED CONCRETE WASH PITTS. PROPER RUNOFF AND EROSION CONTROLS MUST BE IN PLACE TO RETAIN ALL CONCRETE WASH WATER.

10. DEWATERING. ALL RAINWATER PUMPED OUT OF SUMPS AND DEPRESSIONS ON CONSTRUCTION SITES SHOULD BE CLEAR AND FREE OF SEDIMENT.

11. PUBLIC STREETS AND SIDEWALKS SHALL NOT BE USED FOR TEMPORARY STORAGE OF ANY CONTAINERS OR CONSTRUCTION MATERIALS, ESPECIALLY LOOSE GRAVEL AND TOPSOIL.

12. TOPSOIL PILES MUST BE PROTECTED ON ALL SIDES WITH BMPS AND THE SURFACE MUST BE STABILIZED NO LATER THAN 14 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE CEASED.

13. THE MAIN CONTRACTOR ONSITE WILL BE RESPONSIBLE FOR RESTORING ALL EROSION AND SEDIMENT CONTROL SYSTEMS AND PUBLIC INFRASTRUCUTRE DAMAGED OR DISTURBED BY UNDERGROUND PRIVATE OR FRANCHISE UTILITY CONSTRUCTION SUCH AS WATER AND SEWER SERVICE LEADS, TELEPHONE, GAS, CABLE, ETC. EROSION AND SEDIMENT CONTROL SYSTEMS MUST BE IMMEDIATELY RESTORED AFTER EACH UTILITY CONSTRUCTION.

14. TOPSOIL: A MINIMUM OF 4 INCHES OF TOPSOIL SHALL BE REQUIRED IN AREAS TO BE REVEGETATED. ANY APPLICATION OF TOPSOIL AND SEEDING UNDER THE DRIP LINE OF A TREE SHOULD BE MINIMIZED TO 3 INCHES SO AS NOT TO DAMAGE THE ROOT SYSTEM OF THE TREE.

15. 10:1 UP TO 4:1 GRADE: REVEGETATION SHALL BE A MINIMUM OF HYDRO-SEEDING WITH MULCH AND FERTILIZER, OR STAKED SOD, OR GROUNDCOVER. SAID PLANTING SHALL PROVIDE COMPLETE AND UNIFORM COVERAGE THAT MINIMIZES EROSION AND RUNOFF IN NO MORE THAN TWO GROWING SEASONS.

16. 4:1 AND 3:1 GRADE: THE SLOPE SHALL BE COVERED WITH LANDSCAPE FABRIC AND HYDRO -SEEDED WITH MULCH AND FERTILIZER OR STAKED SOD GROUNDCOVER. SAID PLANTING SHALL PROVIDE COMPLETE AND UNIFORM COVERAGE IN NO MORE THAN TWO GROWING SEASONS.

17. SPILL PREVENTION AND CONTROL: THE CONTRACTOR SHALL EMPLOY BEST MANAGEMENT PRACTICES TO PREVENT POLLUTION BY SPILLS. POLLUTANTS SUCH AS CHEMICALS, FUELS, LUBRICANTS, ASPHALT, RAW SEWAGE, CONCRETE DRUM WASH WATER, AND OTHER HARMFUL WASTES SHALL NOT BE DISCHARGED INTO OR ALONG SIDE ANY WATERS OF THE UNITED STATES, BUT SHALL BE DISPOSED OF IN ACCORDANCE WITH GOVERNING STATE AND FEDERAL REGULATIONS. STORAGE OF THESE MATERIALS SHALL NOT BE ALLOWED WITHIN 100 FEET OF A WETLAND OR WATERBODY. (ATHD 110.06)

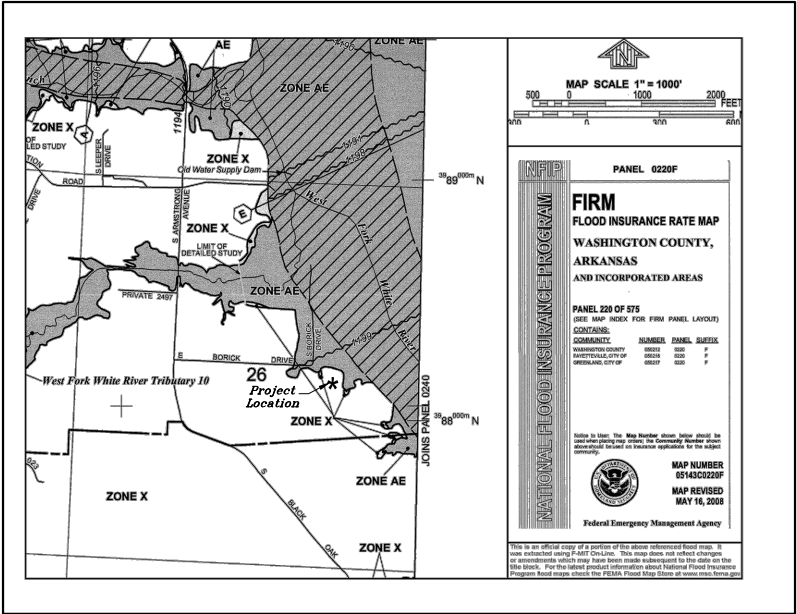
18. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL VEGETATED AREAS WITHIN THE CONSTRUCTION LIMITS BY WAY OF WATERING, FERTILIZING, MULCHING, AND MOWING UNTIL APPROVED AND ACCEPTED BY THE OWNER.

LEGEND

LINETYPES			SYMBOLS	
EXISTING	PROPOSED			
W-12	W-12	Waterline (size noted)		Power Pole
S-6		Sanitary Sewer (size noted)		Light Pole
GAS		Gas Line		Gas Meter
TV		Underground TV Cable		Guy Wire
OHE		Overhead Electric		Sign
UGE		Underground Electric Cable		Tree w/\"/>
UGT		Underground Telephone Cable		Telephone Box or Riser
X X		Fence		Transformer Pad
		Contours		Water Meter
		Edge of Pavement		Water Valve
		Centerline Road		Fire Hydrant Assembly
		Right of Way		Storm Structure (Size Noted)
EX. ROW	PROP. ROW	Utility Easement		Flared End Section
EX. UE	PROP. UE	Drainage Easement		Ex. Sanitary Sewer Manhole
	DE	Temporary Construction Easement		Proposed Asphalt
	TCE	Wattle (Erosion Control)		Proposed Concrete
	WTL			Demo
				House Numbers

FLOODPLAIN NOTE:
ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 05143C0220F DATED MAY 16, 2008, THE SUBJECT PROPERTY IS LOCATED PARTIALLY WITHIN SPECIAL FLOOD HAZARD AREA (SFHA) ZONE AE, WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED, AND ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. HOWEVER, THE PROPOSED DEVELOPMENT WILL TAKE PLACE ONLY WITHIN SFHA ZONE X.

FIRM MAP



SURVEYED BY:

DRAWN BY:

DESIGNED BY:

FILE NAME:

MB

MC

COVER SHEET AND NOTES.dwg

CITY OF FAYETTEVILLE

GENERAL AND EROSION CONTROL

NOTES & LEGEND

REVIS

STATE OF ARKANSAS

REGISTERED PROFESSIONAL ENGINEER

MATTHEW D. CASEY

NOV 2008

CIT OF Fayetteville

ENGINEERING DIVISION

113 W. MOUNTAIN STREET

PHONE NO: (479) 575-5205

FAX NO: (479) 575-5202

DATE:

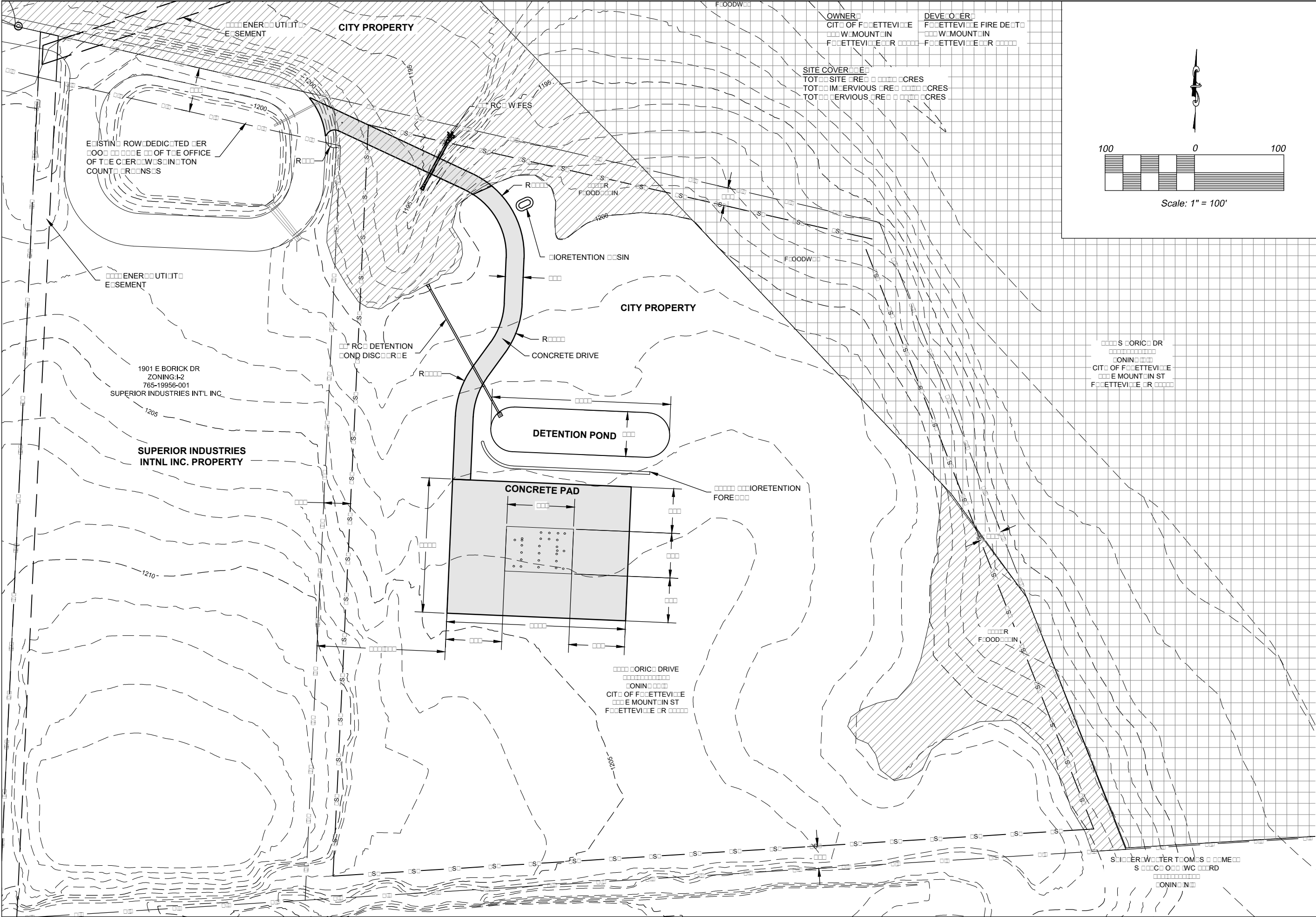
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SHEET:

2

PROJECT:

COVER SHEET AND NOTES



SURVEYED BY:

DRAWN BY: MB

DESIGNED BY: MC

T E

CITY OF FAYETTEVILLE

FIRE DEPT. TRAINING FACILITY

SITE PLAN

REVISED

STATE OF ARKANSAS

REGISTERED PROFESSIONAL ENGINEER

MATTHEW D. CASEY

CITY OF Fayetteville

ENGINEERING DIVISION

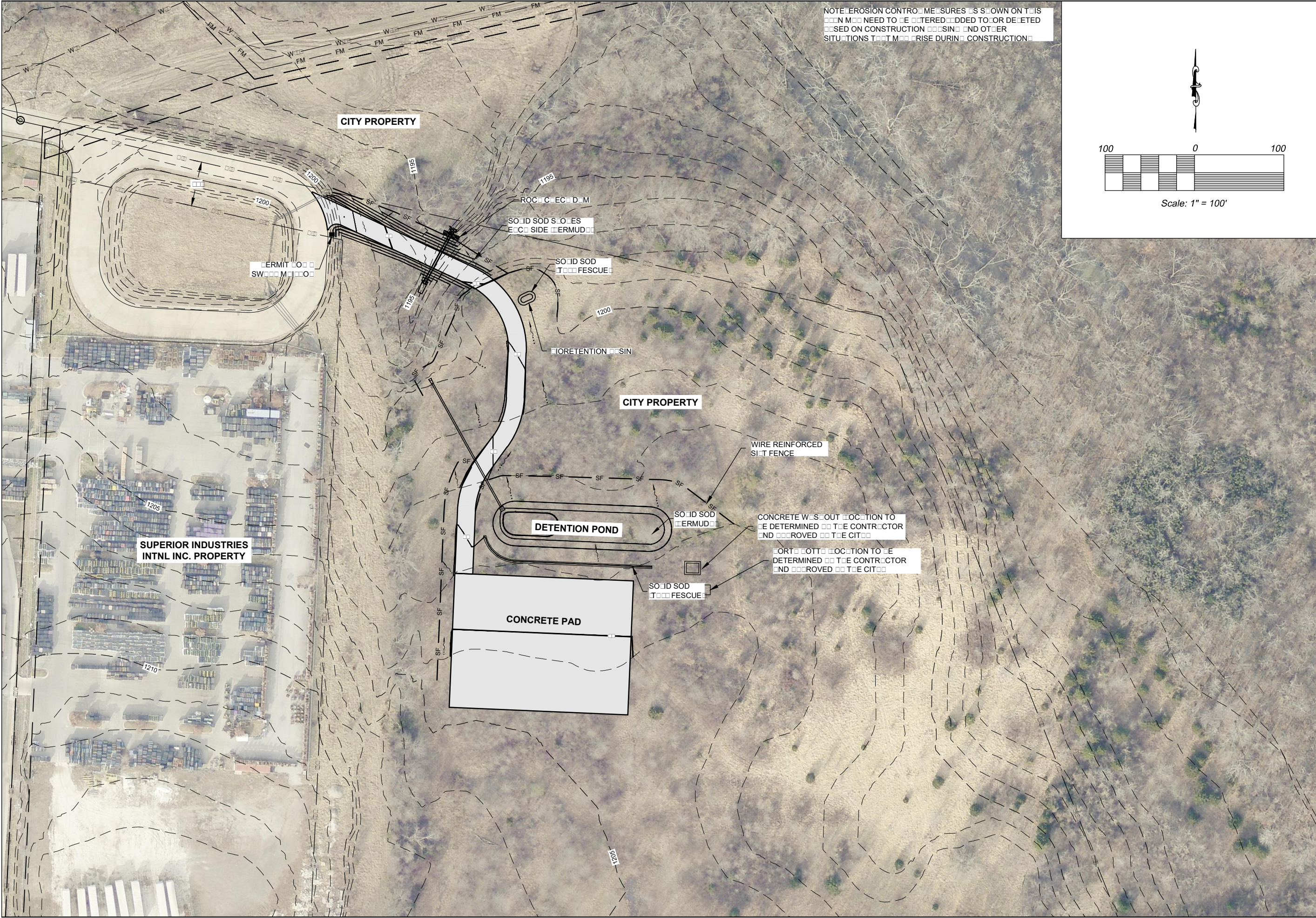
113 W. MOUNTAIN STREET

PHONE NO: (479) 575-5206 FAX NO: (479) 575-8202

N

3

PROJECT: Fire Training Facility B - MCB



SURVEYED BY:

DRAWN BY: CRL

DESIGNED BY: MC

FILE NAME: Fire Training Facility B - MCB.dwg

CITY OF FAYETTEVILLE

FIRE DEPT. TRAINING FACILITY

EROSION CONTROL PLAN

REVISED

STATE OF ARKANSAS

REGISTERED PROFESSIONAL ENGINEER

MATTHEW D. CASEY

CITY OF Fayetteville

ENGINEERING DIVISION

113 W. MOUNTAIN STREET

PHONE NO: (479) 575-5206

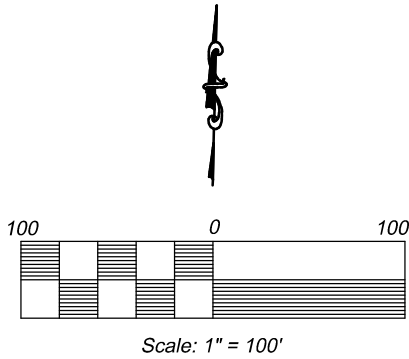
FAX NO: (479) 575-8202

N

6

PROJECT: Fire Training Facility B - MCB

Mitigation Requirements			
Canopy Below Requirments Sq. Ft.	Preservation Priority Type	Forestation Base Density	Number of 2" Caliper Trees to be Planted
7832	High Priority	218	36
	Mid Priority	290	0
	Low Priority	436	0



SURVEYED BY:
DRAWN BY: CRL
DESIGNED BY: MC
FILE NAME: Fire Training Facility B - MCB.dwg

CITY OF FAYETTEVILLE
FIRE STATION TRAINING FACILITY
TREE PRESERVATION PLAN

CITY OF FAYETTEVILLE STANDARD NOTES FOR TREE AND NATURAL RESOURCE PROTECTION

- PRIOR TO GRADING PERMIT TREE PRESERVATION MEASURES SHOWN ON THIS PLAN
- PROTECTED TREES AND NATURAL RESOURCES 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 BUILDUP WITHIN TREE DRILLINGS
- PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES AND WILL BE LOCATED AT THE DRILLING LINE FOR NATURAL RESOURCES. PROTECTIVE FENCES SHALL FOLLOW THE LIMIT ON CONSTRUCTION IN ORDER TO PREVENT THE FOLLOWING:
 - SOIL COMPACTION IN THE ROOT ZONE OF TREES RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT
 - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES GREATER THAN 6" ROOT TRENCING NOT VIEWED BY CITY OR ORIST
 - WOUNDS TO EXPOSED ROOTS, TRUNKS OR LIMBS OF MECHANICAL EQUIPMENT
 - OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CONCRETE TRUCK CLEANING AND FIRES
- EXCEPTIONS TO INSTALLING FENCES AT TREE DRILLING LINES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - WHERE THERE IS TO BE AN APPROVED GRADE CHANGE IMPERMEABLE DIVING SURFACE TREE WALL OR OTHER SUCH SITE DEVELOPMENT
 - WHERE IMPERMEABLE DIVING IS TO BE INSTALLED WITHIN A TREE'S DRILLING RECT THE FENCE AT THE OUTER LIMITS OF THE IMPERMEABLE DIVING AREA PRIOR TO SITE GRADING SO THIS AREA IS PROTECTED PRIOR TO DIVING INSTALLATION TO MINIMIZE ROOT DAMAGE
 - WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE TO ALLOW 6" TO 12 FEET OF WORK SPACE
 - WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TIGHT SITE OR OTHER SPECIAL REQUIREMENTS
- WHERE ONE OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 6 FEET TO A TRUNK, PROTECT THE TRUNK WITH STRAPPING OR BANDING TO AVOID OF 6 FEET OR LIMITS OF POWER CRANING. 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. EXPOSED ROOT TREES WITH GOOD QUALITY TO SOILS SHALL BE SOON AS POSSIBLE. IF EXPOSED ROOT TREES ARE NOT RECOVERED WITHIN 60 DAYS, COVER WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION
- ANY TRENCING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE LOCATED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE
- NO LANDSCAPE TO SOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRILLING LINE OF TREES. NO SOILS ARE PERMITTED ON THE ROOT ZONE OF ANY TREE
- GRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL BE DONE BEFORE CONSTRUCTION BEGINS
- ANY FINISHED GRUNING MUST BE DONE ACCORDING TO RECOMMENDED APPROVED STANDARDS OF THE INDUSTRY. REFERENCE THE AMERICAN NATIONAL STANDARDS INSTITUTE GRUNING OR OTHER CITY CERTIFIED TREE PRUNER MUST BE RETAINED TO MAKE ANY GRUNING CUTS. LIST OF CERTIFIED TREE PRUNERS IS AVAILABLE FROM THE URBAN FORESTER
- DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT

TREE GOOD
GOOD AND
SCORING IN
GOOD CONDITION

DETENTION POND

CEDAR AND
LOCUST IN GOOD
CONDITION

MITIGATED TREES
VARIETY OF OAK
WALNUT AND
SCORING IN
EVERY 10 FT

MEDIUM CEDAR
CONDITION GOOD
OF CANOPY IN CENTER
OF THE SITE

TREE GOOD AND
SCORING IN
GOOD CONDITION

TREE GOOD AND
SCORING IN
GOOD CONDITION

TREE CANOPY

MEDIUM CEDAR
GOOD AND LOCUST IN
GOOD CONDITION

Tree Preservation Calculations		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	601,130	100%
Zoning Designation * Select Below with drop down arrow		
P-1, Institutional	150,283	25%
HHOD * Select Below with Drop Down Arrow		
No	0	0%
Total Canopy for Minimum Preservation Requirements	150,283	25.0%
Existing Tree Canopy * Minus Right of Way and Easements	111,794	18.6%
Tree Canopy Preserved	104,620	17.4%
Tree Canopy Removed *On Site	7,174	1.2%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	7,174	1.2%
Removed Below Minimum	45,663	
Mitigation Requirements	7,174	

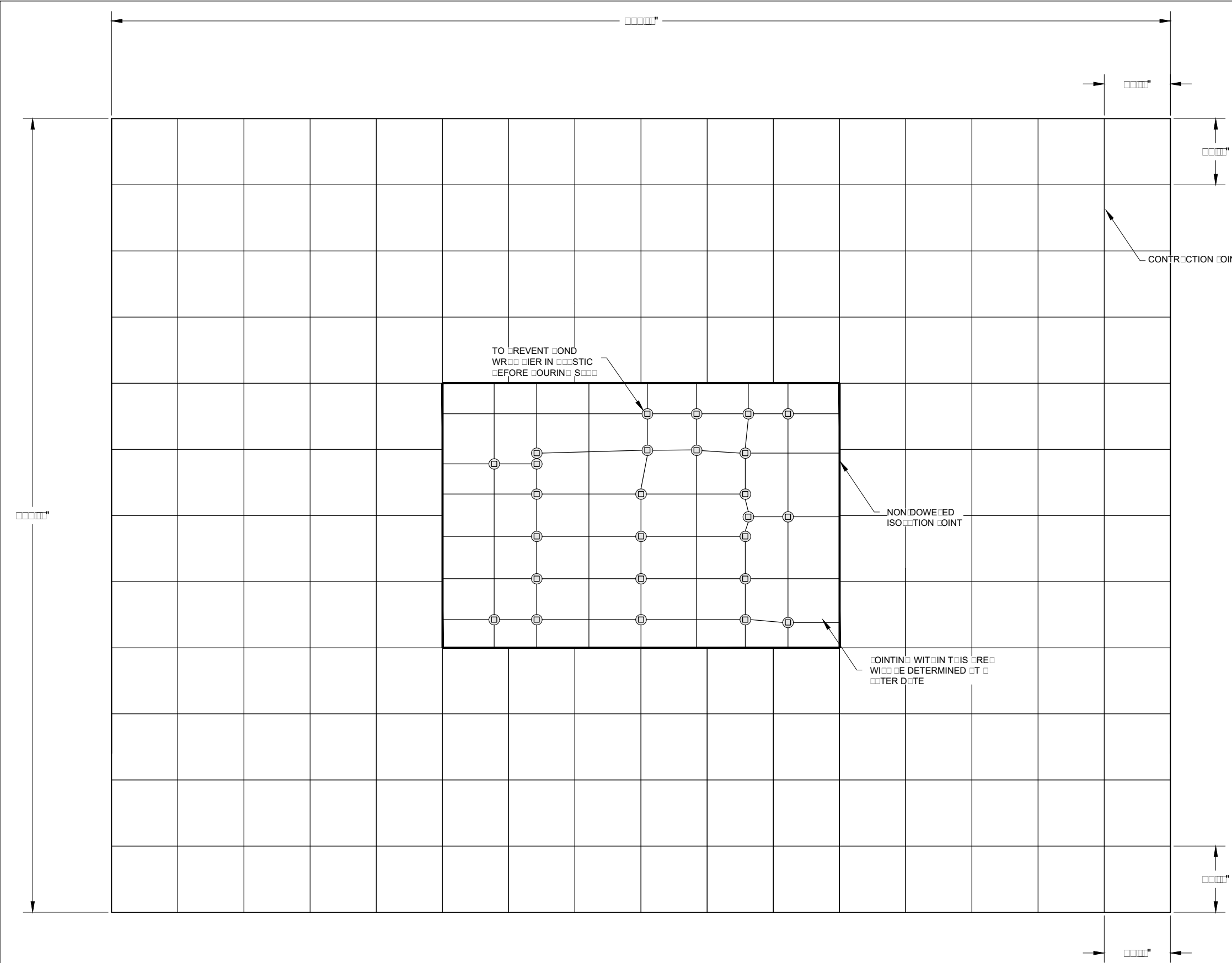


CITY OF
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113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206
FAX NO: (479) 575-8202

NO. 00000000

7

PROJECT: Fire Training Facility B - MCB



CONSTRUCTION JOINT NOTES
CONCRETE OPERATIONS ARE TERMINATED AT THE JOINT. THE JOINT SHALL BE DOWELED WITH 4" SMOOTH DOWELS PLACED ON AT LEAST ONE SIDE OF THE JOINT. DOWELS ARE TO BE PLACED AT MID DEPTH AND 90° FROM JOINT.

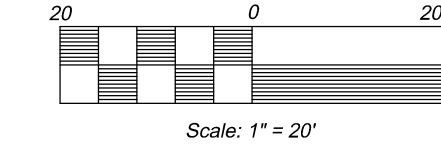
CONSTRUCTION JOINT NOTES
CONCRETE SHALL BE SAW CUT TO THE UNDESIRABLE JOINTS SHALL BE 4" WIDE. CONVENTIONAL SAW CUTS SHOULD OCCUR FIRST AFTER FINISHING. BEFORE ENTRY DRUG CUTS SHOULD OCCUR BETWEEN FIRST AFTER FINISHING.

CONCRETE REINFORCEMENT
CONCRETE SHALL BE PLACED WITHIN 24 HOURS OF THE TIME OF POURING. REINFORCEMENT STEEL SHALL BE TERMINATED AT THE JOINT. REINFORCEMENT STEEL SHALL BE SUPPORTED ON CHAIRS OR PRECAST CONCRETE BLOCKS TO HOLD IT IN POSITION. INCREASE THE TOP OF THE SLAB MINIMUM OF ONE CHAIR OR PRECAST CONCRETE BLOCK EVERY 4 FEET OF REINFORCEMENT.

CONCRETE MIX
CITY OF FAYETTEVILLE
SPECIFICATIONS

CONCRETE CURING NOTES
CONCRETE SHALL BE COVERED WITH A CURING AGENT. CURING SHALL BE MAINTAINED FOR A MINIMUM OF 7 DAYS. CURING SHALL BE MAINTAINED FOR A MINIMUM OF 7 DAYS. CURING SHALL BE MAINTAINED FOR A MINIMUM OF 7 DAYS.

CONCRETE CURING NOTES
CONCRETE SHALL BE COVERED WITH A CURING AGENT. CURING SHALL BE MAINTAINED FOR A MINIMUM OF 7 DAYS. CURING SHALL BE MAINTAINED FOR A MINIMUM OF 7 DAYS. CURING SHALL BE MAINTAINED FOR A MINIMUM OF 7 DAYS.



SURVEYED BY:
DRAWN BY: MB
DESIGNED BY: MC
FILE NAME: Jointing Plan and Concrete Details.dwg

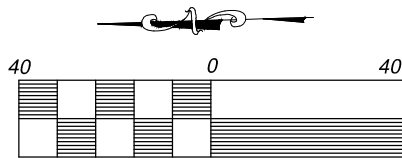
CITY OF FAYETTEVILLE
FIRE DEPT. TRAINING FACILITY
JOINTING PLAN

TITLE:
REVISED

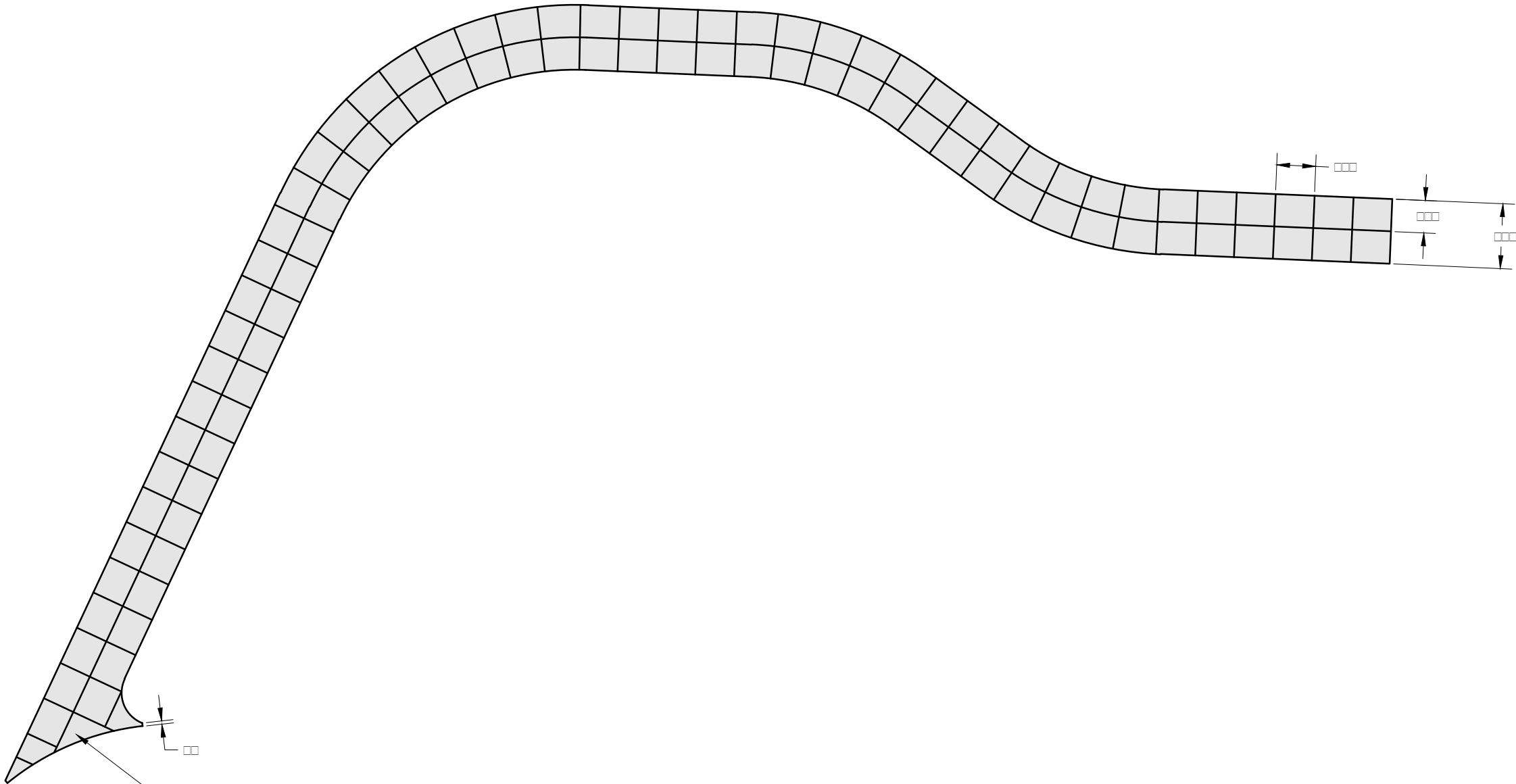


CITY OF Fayetteville
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FAX NO: (479) 575-8202

DATE: N 00 000000
SHEET: 8
PROJECT: Jointing Plan and Concrete Details



Scale: 1" = 40'



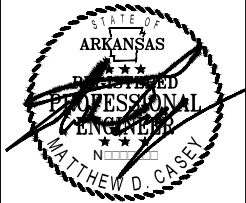
CONCRETE CURB OR
SIDE
DIMENSION OF LESS THAN 10"
SHOULD BE REINFORCED WITH
BARS ON 12"
CENTERS

SURVEYED BY:
DRAWN BY: MB
DESIGNED BY: MC
FILE NAME: Jointing Plan and Concrete Details.dwg

CITY OF FAYETTEVILLE
FIRE DEPT. TRAINING FACILITY
DRIVEWAY JOINTING PLAN

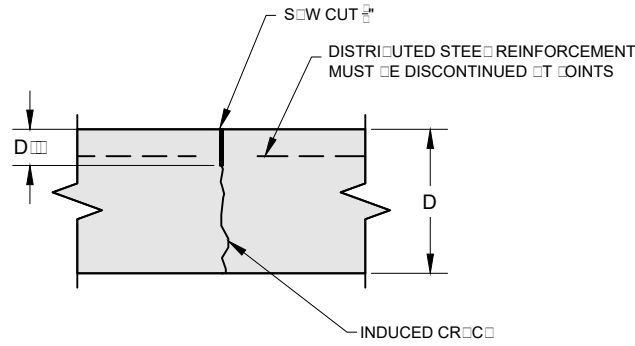
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REVISED

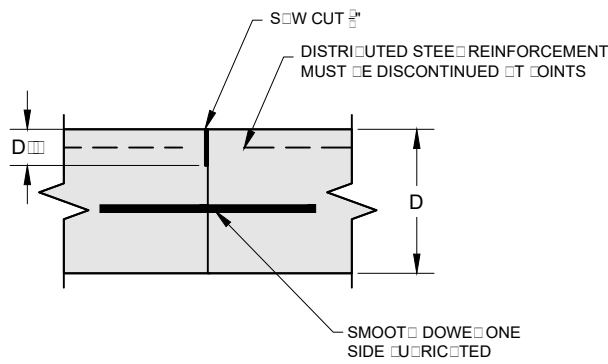


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PHONE NO: (479) 575-5206 FAX NO: (479) 575-8202

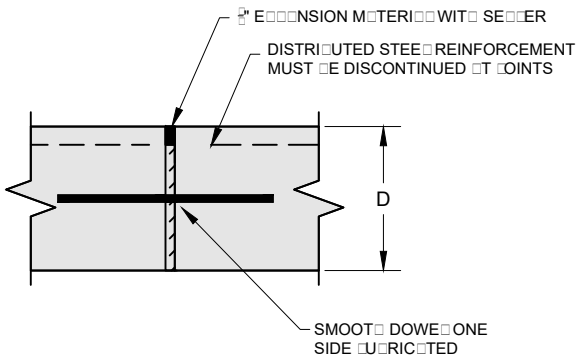
DATE: N
SHEET: 9
PROJECT: Jointing Plan and Concrete Details



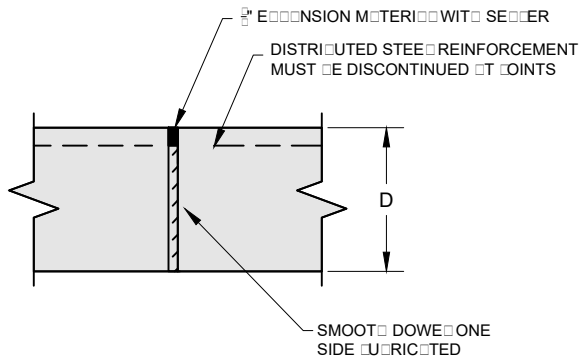
CONTRACTION JOINT
NTS



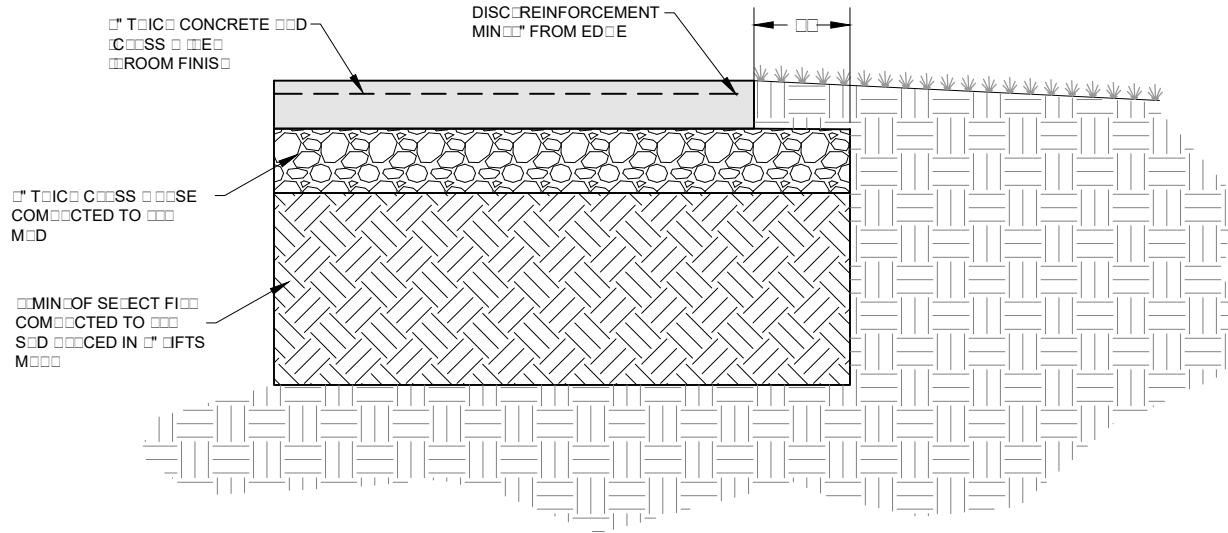
BUTT-TYPE CONSTRUCTION JOINT WITH DOWELS
NTS



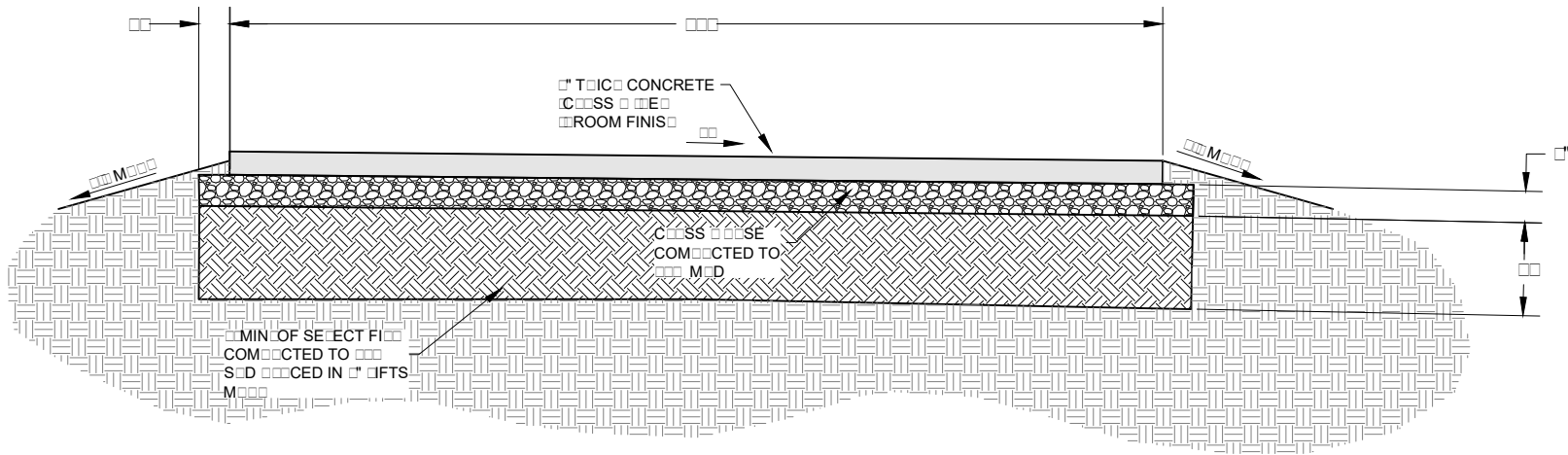
DOWELED ISOLATION JOINT
NTS



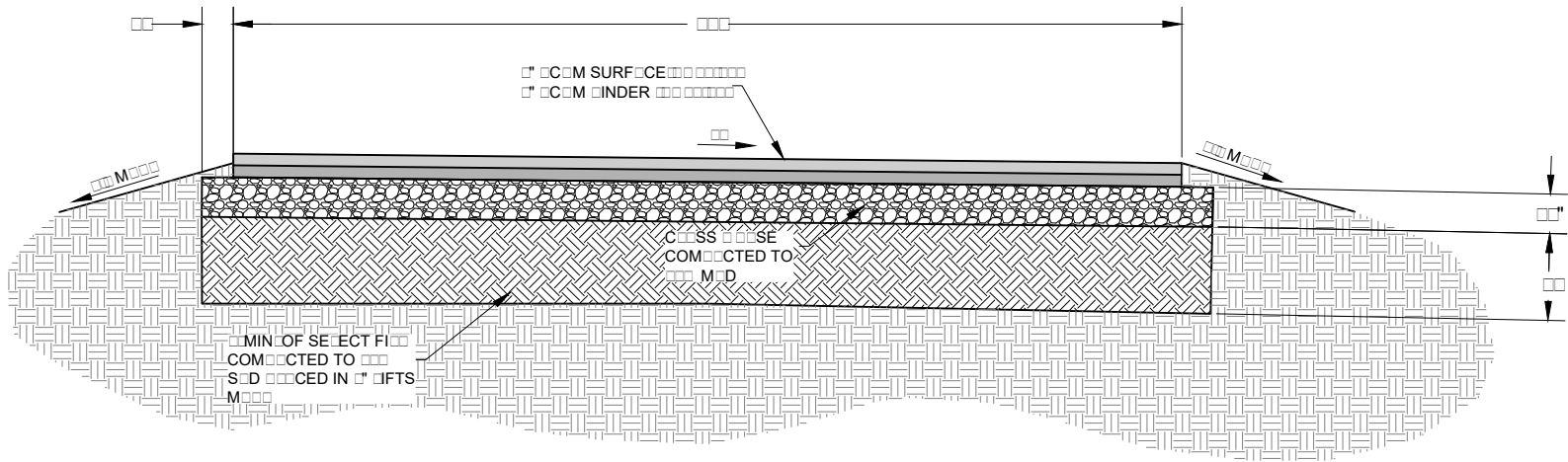
ISOLATION JOINT
NTS



SECTION: 6" THICK CONCRETE PAD
NTS



SECTION: CONCRETE DRIVEWAY
NTS



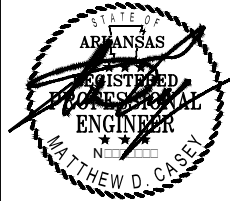
SECTION: ASPHALT DRIVEWAY (DEDUCTIVE ALTERNATE #2)
NTS

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DRAWN BY: MB
DESIGNED BY: MC
FILE NAME: Jointing Plan and Concrete Details.dwg

CITY OF FAYETTEVILLE
FIRE DEPT. TRAINING FACILITY
CONCRETE DETAILS

TITLE:

REVISED



CITY OF Fayetteville
ENGINEERING DIVISION
113 W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701
PHONE NO: (479) 575-8206
FAX NO: (479) 575-8202

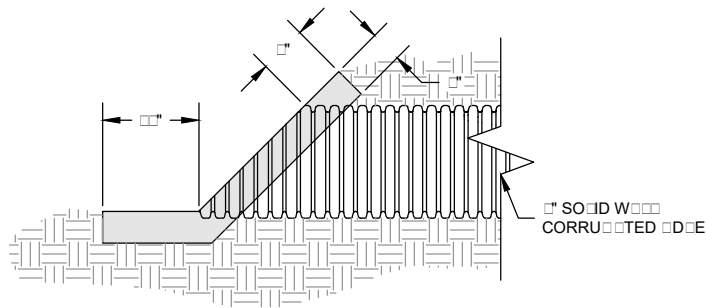
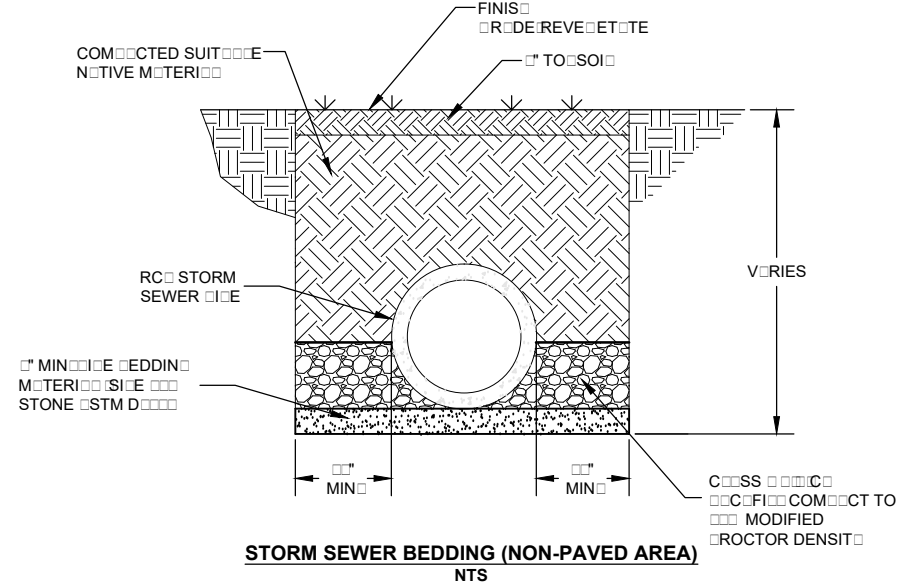
DATE: N 00 000000

SHEET:

10

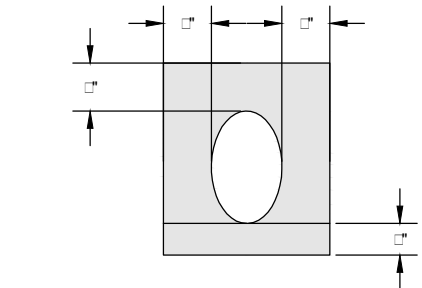
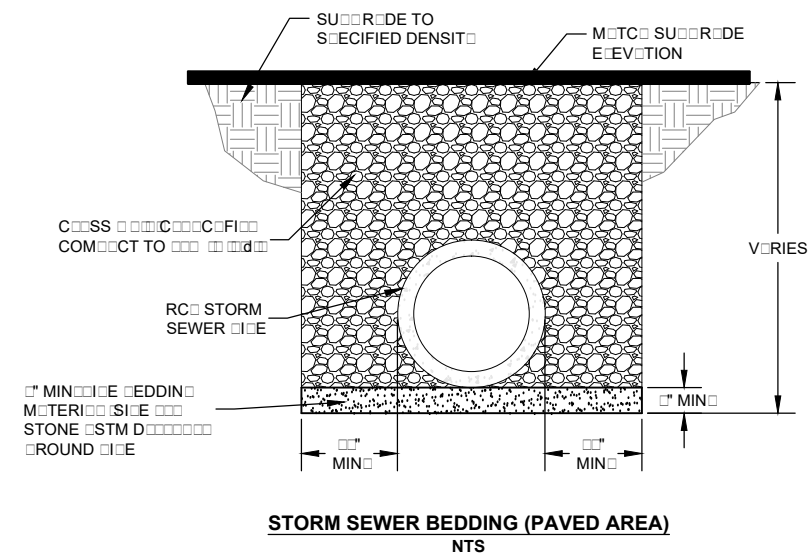
PROJECT: Jointing Plan and Concrete Details

NOTE:
ALL TRENCH ELEVATION SHALL BE IN
ACCORDANCE WITH OSO REQUIREMENTS

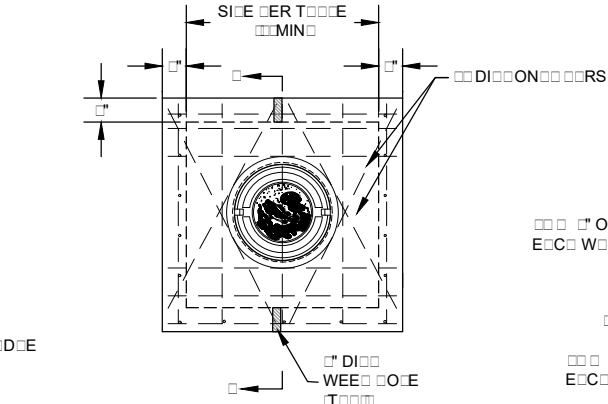


SECTION: UNDERDRAIN OUTFALL PROTECTION
NTS

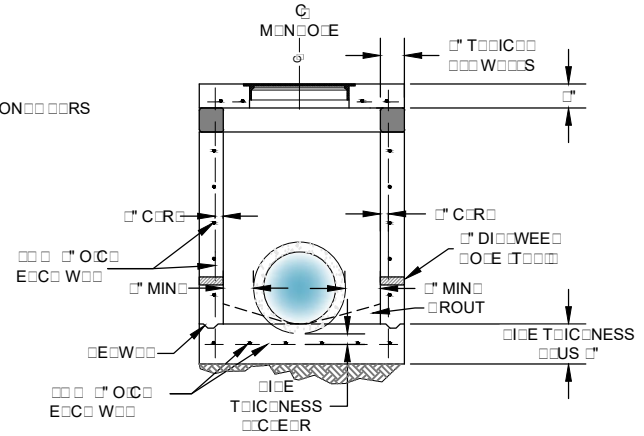
NOTE:
ALL TRENCH ELEVATION SHALL BE IN
ACCORDANCE WITH OSO REQUIREMENTS



ELEVATION: UNDERDRAIN OUTFALL PROTECTION
NTS



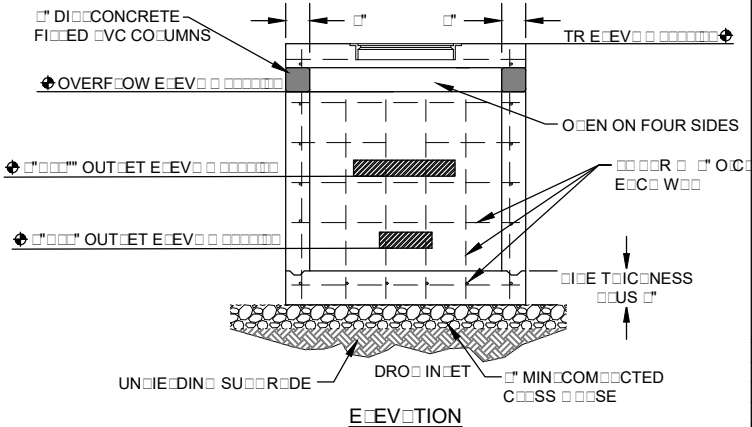
PLAN VIEW



SECTION

OUTLET STRUCTURE NOTES

ALL CORNERS TO BE ROUNDED
COMPLY WITH OSO REQUIREMENTS
REINFORCEMENT BARS SHALL BE PLACED
AND SPACING SHALL BE MINIMUM 12" COVER
UNLESS OTHERWISE NOTED
CONCRETE SHALL HAVE A MINIMUM
COMPRESSIVE STRENGTH OF 4000 PSI TO 12"
SHALL BE CAST IN PLACE
INVERTS SHALL BE CURED MONOLITHICALLY
WITH FOOTING
ALL STRUCTURES SHALL ENTER FROM ONE END OF
ELEVATION IS DIRECTED BY THE ENGINEER
REINFORCING BARS SHALL BE CUT TO CLEAR
THE STRUCTURE
THE ELEVATION POINT SHALL BE AT
THE THICKNESS OF THE WALL AND CONFORM TO OSO
MANUAL

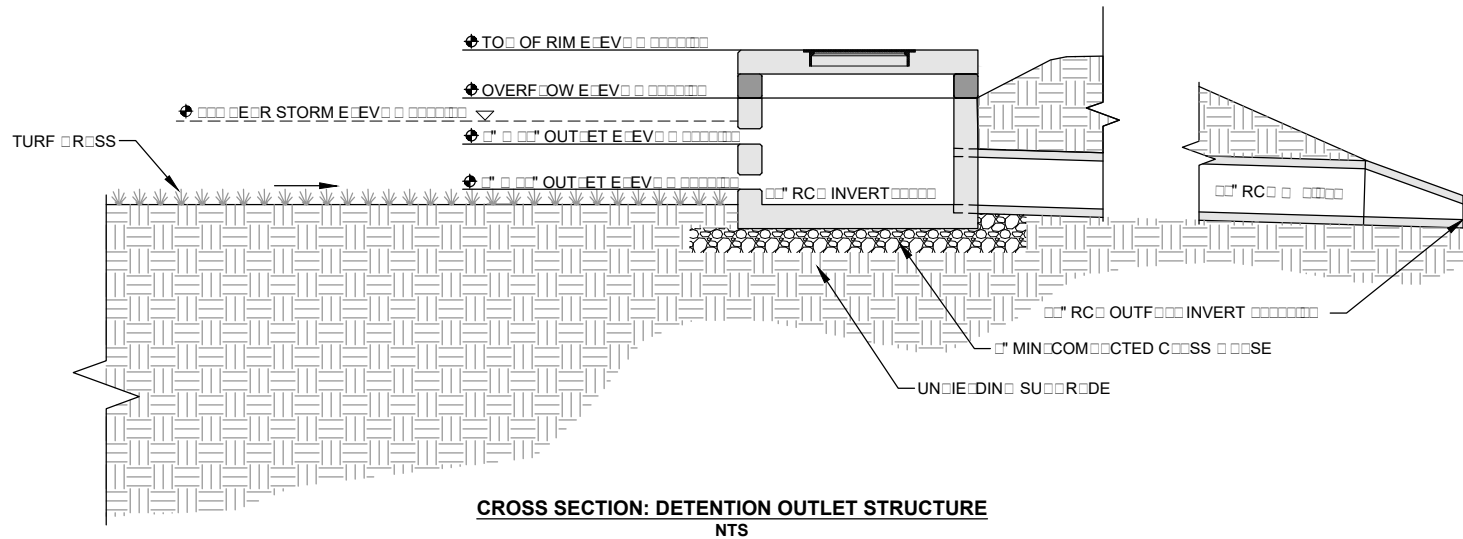


ELEVATION

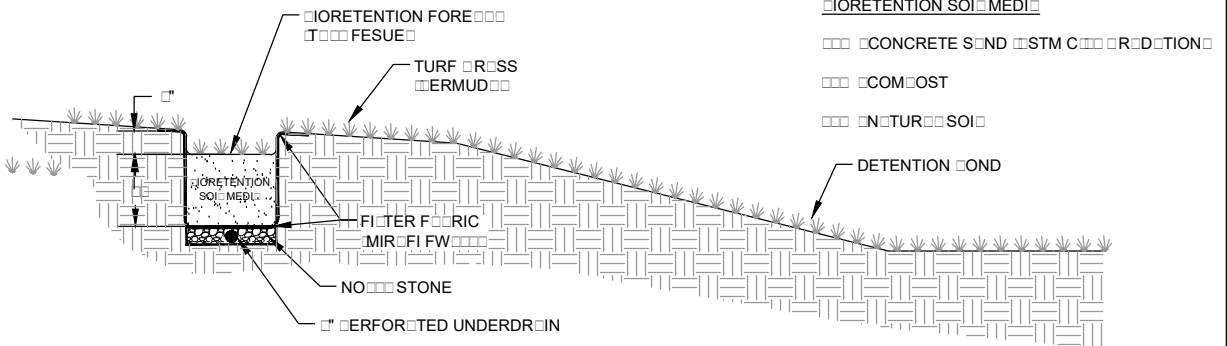
STRUCTURE SIZING & REINFORCING TABLE		
INSIDE DIMENSION	DIMETER OF OUTLET PIPE	TOP CONCRETE SLOPE REINFORCING
12"	12"	12" O.C. W/ 4#
18"	18"	12" O.C. W/ 4#
24"	24"	12" O.C. W/ 4#

PERMIT DEFLECTION TO 1/4" DEGREES IF GREATER USE
NEXT LARGER MANHOLE DIAMETER SIZE

DETENTION OUTLET STRUCTURE
NTS



CROSS SECTION: DETENTION OUTLET STRUCTURE
NTS



SECTION: BIORETENTION FOREBAY & DETENTION
NTS

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DESIGNED BY: MC
FILE NAME: Fire Training Facility B - MCB.dwg

CITY OF FAYETTEVILLE
FIRE DEPT. TRAINING FACILITY
DETAILS

REVISED

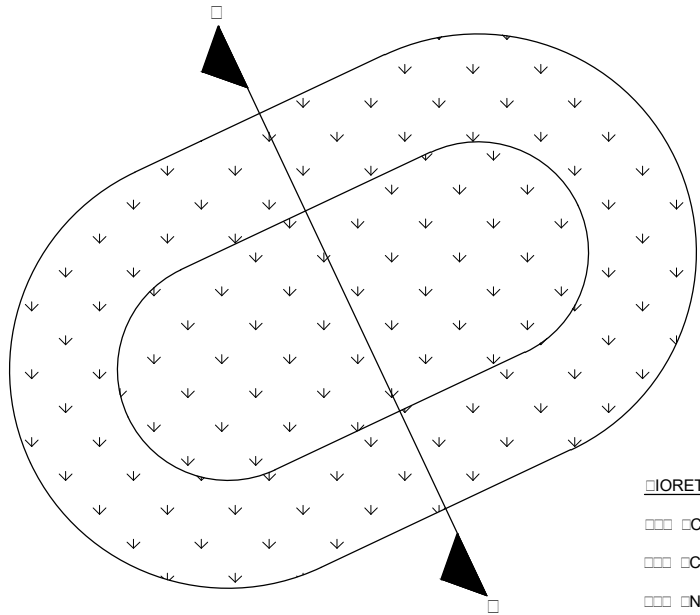


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PHONE NO: (479) 575-8206
FAX NO: (479) 575-8202

NO. 000000

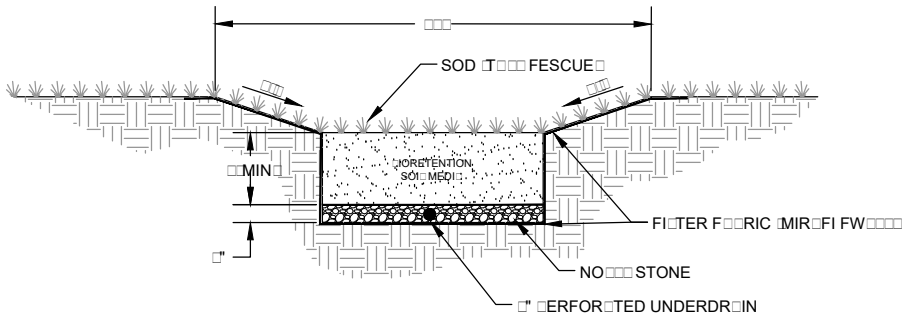
11

PROJECT: Fire Training Facility B - MCB

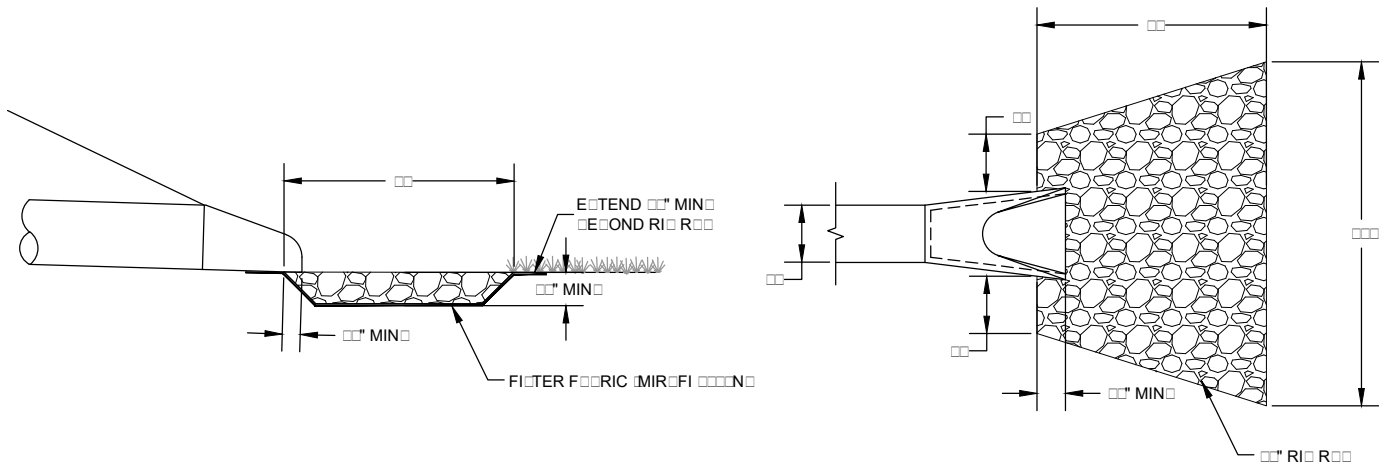


PLAN:BIORETENTION BASIN
NTS

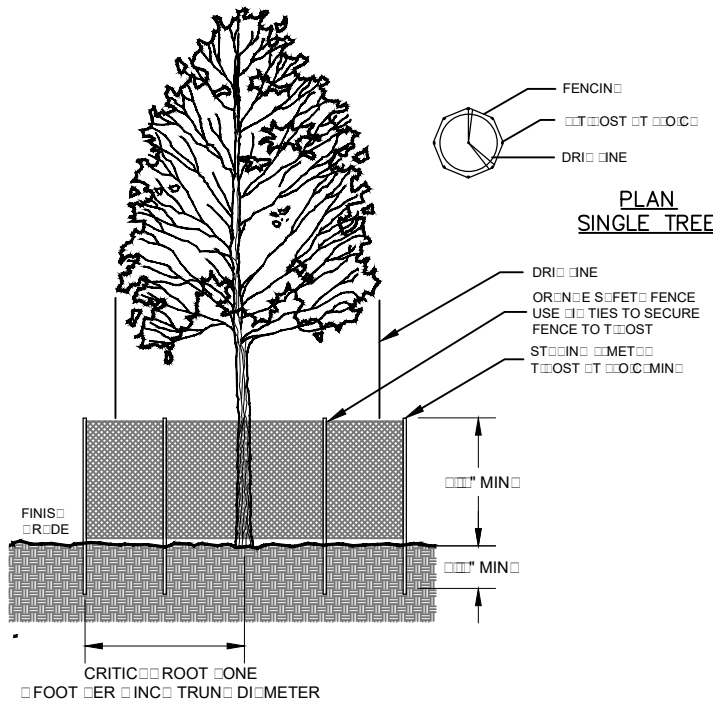
- BIORETENTION SOIL MEDIA
- CONCRETE SAND STRIP CURB DETENTION
 - COMPOST
 - NATURAL SOIL



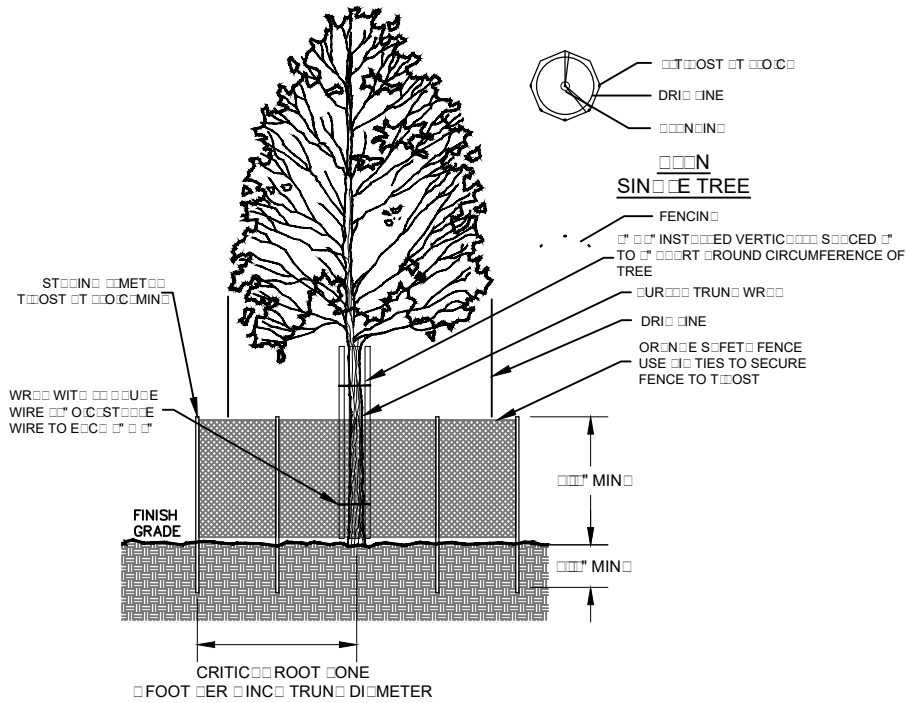
SECTION A-A:BIORETENTION BASIN
NTS



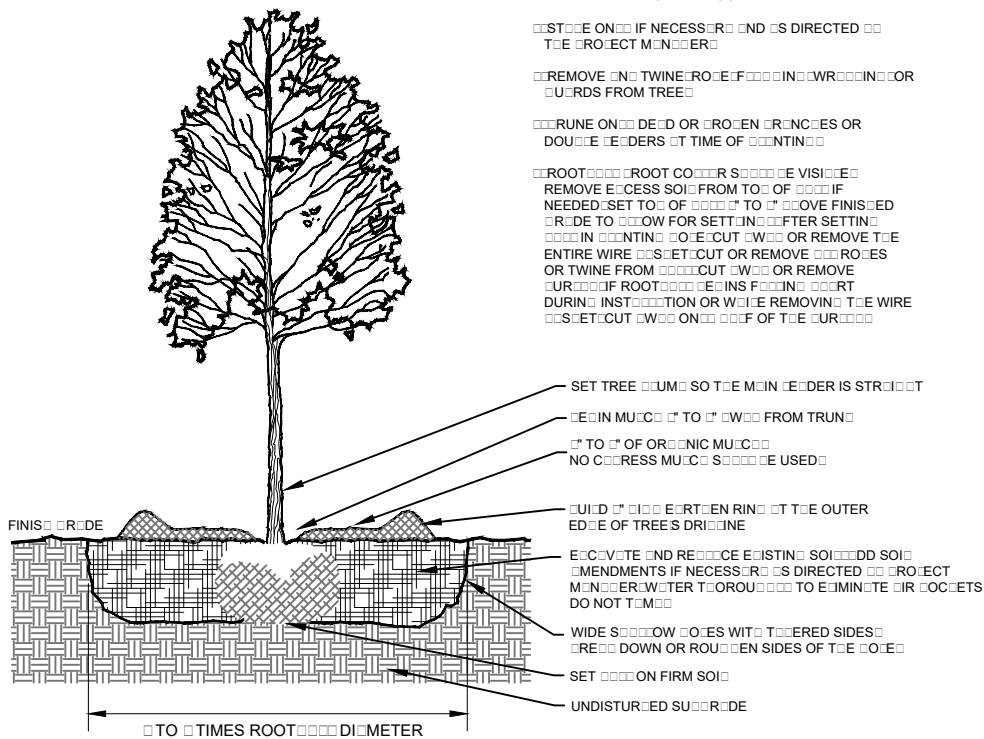
OUTFALL PROTECTION
NTS



TREE PRESERVATION FENCING DETAIL
NTS



TREE PRESERVATION PLANKING DETAIL
NTS



TREE PLANTING DETAIL
NTS

- NOTES:
- TREES SHALL BE AT LEAST 1" IN DIAMETER
 - THE DATE FOR THE TREE SHALL BE RECORDED AT THE TIME OF THE TREE
 - STAKE ONCE IF NECESSARY AND AS DIRECTED BY THE PROJECT MANAGER
 - REMOVE AND TWINE ROOTS OF PLANTS GROWING OR BURSTS FROM TREE
 - RUN ONCE DEAD OR BROKEN BRANCHES OR DOUBLE LEADERS AT TIME OF PLANTING
 - ROOTS SHALL BE RECORDED AND VISIBLY REMOVED EXCESS SOIL FROM TOP OF SOIL IF NEEDED SET TOP OF SOIL TO 1" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING AFTER SETTING
 - PLANTING DATE CUT AWAY OR REMOVE THE ENTIRE WIRE OR SET CUT AWAY OR REMOVE OR TWINE FROM ROOT CUT AWAY OR REMOVE
 - IF ROOTS ARE FOUND DURING PLANTING OR WHILE REMOVING THE WIRE SET CUT AWAY ON TOP OF THE PLANT

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DRAWN BY: MB
DESIGNED BY: MC
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CITY OF FAYETTEVILLE
FIRE DEPT. TRAINING FACILITY
DETAILS

REVISED

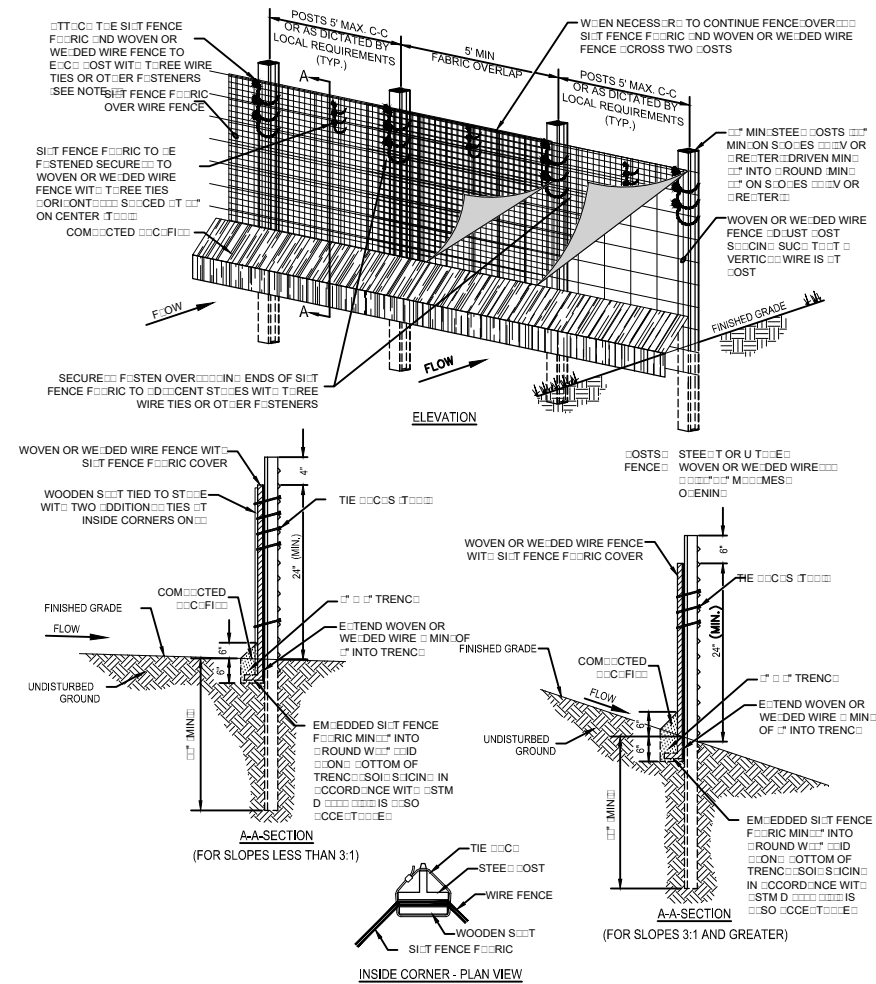


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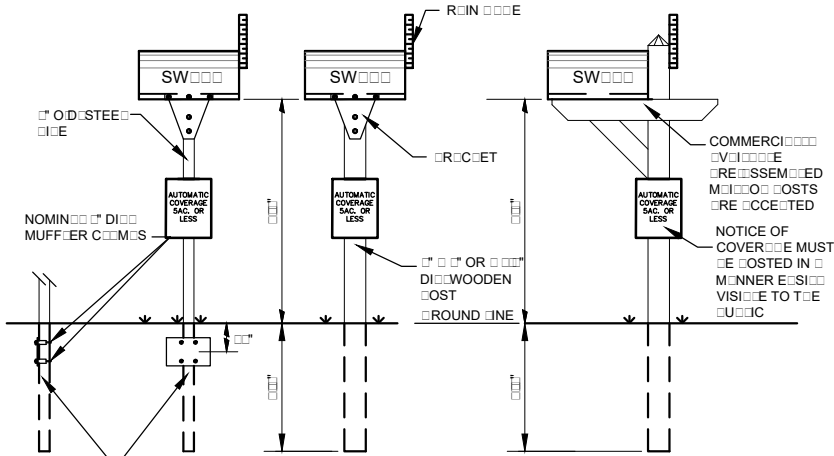
NO. 11111

12

PROJECT: Fire Training Facility B - MCB



SILT FENCE WITH WIRE BACKING (N.T.S.)
NTS



- NOTES:
- THE SWPPP INFORMATION MAILBOX MUST BE LOCATED IN A PROMINENT LOCATION NEAR THE MAIN ENTRANCE OF THE SITE SUCH THAT THE DOCUMENTATION CAN BE READ WITHOUT OBSCURING THE CONSTRUCTION NOT OBSTRUCTING VIEWS AS TO CLUSE OF TRAFFIC SAFETY.
 - POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEAR READING CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE OF TERMINATION IS FILED FOR THE PERMIT.
 - COPIES OF NOTICES OF INTENT AND PERMIT DETERMINATIONS MUST BE INCLUDED IN THE CONTRACTOR'S UTILITIES ACCESSIBLE WATER/ROOF FOLDERS TO STORE THESE DOCUMENTS.
 - MAILBOX SHOULD BE LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
 - CONTRACTOR IS RESPONSIBLE FOR ENSURING SECURITY OF THE SWPPP INFORMATION MAILBOX.

SWPPP INFORMATION MAILBOX
NTS

TABLE 1 Temporary Silt Fence Material Property Requirements					
	Test Method	Units	Supported ¹ Silt Fence	Unsupported ¹ Silt Fence	Type of Value
Grab Strength	ASTM D 4632	N (lbs)			
	Machine Direction		400 (90)	550 (90)	MARV
	X-Machine Direction		400 (90)	450 (90)	MARV
Permeability ²	ASTM D 4491	sec-1	0.05	0.05	MARV
Apparent Opening Size ³	ASTM D 4751	mm (US Sieve #)	0.60 (30)	0.60 (30)	Max. ARV ²
Ultraviolet Stability	ASTM D 4355	% Retained Strength	70% after 500 h of exposure	70% after 500 h of exposure	Typical

¹Silt fence support shall consist of 14 gage steel wire with a mesh spacing of 150 mm (6 in.) or prefabricated polymer mesh of equivalent strength.

²These default values are based on empirical evidence with a variety of sediments. For environmentally sensitive areas, a review of previous experience and/or site or regionally specific peristaltic tests in accordance with Test Method D 5141 should be performed by the agency to confirm suitability of these requirements.

³As measured in accordance with Test Method D 4632.

TABLE 1 TAKEN FROM ASTM D 6481-99 (2007)

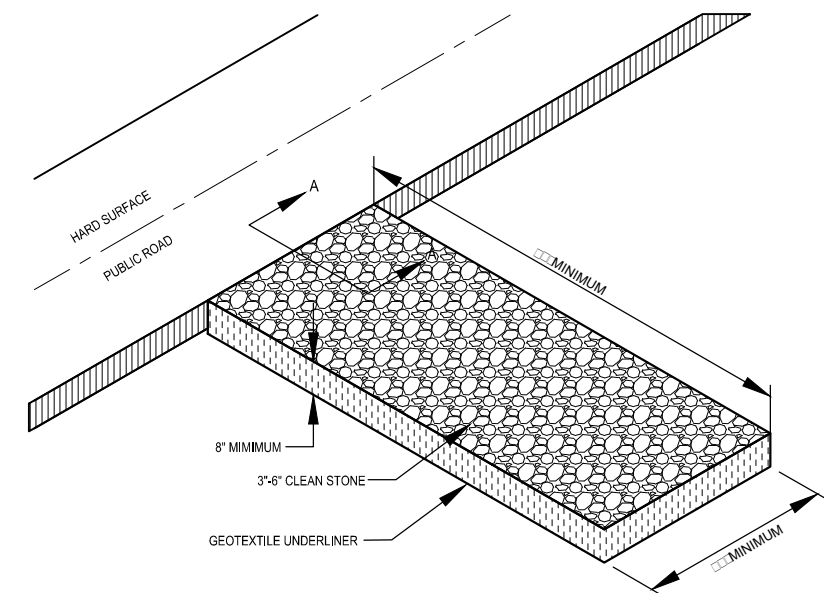
SPECIFICATIONS FOR SILT FENCE INSTALLATION

- MATERIALS AND INSTALLATION SHALL COMPLY WITH ASTM D 6481-99 (2007) TEST EDITION.
- INSTALL SILT FENCE AT A FAIRLY EVEN GRADE ALONG THE CONTOUR WITH THE ENDS CURVED UPWARD TO PROVIDE SUFFICIENT UPTHEM STORAGE VOLUME FOR THE ANTICIPATED RUNOFF.
- ATTACH THE GEOTEXTILE OR FABRIC TO THE WOVEN OR WEDED WIRE FENCE WITH THREE WIRE TIES OR OTHER FASTENERS HORIZONTALLY SPACED EVERY 10 FEET WITHIN THE TOP 10 FEET OF THE FABRIC. ATTACH THE FABRIC TO THE WOVEN OR WEDED WIRE FENCE WITH EACH PUNCTURE AT LEAST AT VERTICAL POINTS AT EACH POST. ATTACH THE GEOTEXTILE OR FABRIC AND THE WOVEN OR WEDED WIRE FENCE TO THE POSTS AS PREVIOUSLY STATED. IN ADDITION, EACH TIE PLACED ON A POST SHOULD BE POSITIONED TO GO ON A POST NEARLY WHEN TIGHTENED TO PREVENT SLIDING.
- WHEN TWO SECTIONS OF SILT FENCE FABRIC JOIN EACH OTHER, THEY SHOULD BE OVERLAPPED A MINIMUM OF 10 FEET ACROSS TWO POSTS AS SHOWN.
- SILT FENCE SHOULD INCLUDE WIRE SUPPORT.
- WRAP APPROXIMATELY 10 FEET OF FABRIC AROUND THE END POSTS AND SECURE WITH TIES.
- CONNECT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SHOULDER ROLLER, OR ROLLER AT LEAST 10 FEET FROM THE END OF THE FABRIC.
- CONNECT THE UPTHEM SIDE FIRST, CONNECT EACH SIDE TWICE FOR A TOTAL OF FOUR TIES.
- ADD POSTS AS NEEDED BASED ON SITE CONDITIONS AND ANTICIPATED FLOW.

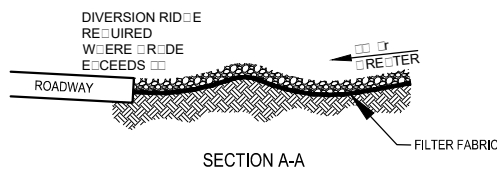
REQUIREMENTS FOR SILT FENCE NOTES

- SILT FENCES SHOULD BE INSPECTED ALONG ITS ENTIRETY AND MUST BE CLEANED WHEN SEDIMENT IS ACCUMULATED TO ONE-THIRD THE HEIGHT OF THE SILT FENCE. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM RECOILING ONTO THE FRONT OF THE SILT FENCE.
- MATERIALS EXCAVATED FROM BEHIND SILT FENCE SHOULD BE STOCKPILED ON AN UPRIGHT PORTION OF THE SITE IF SUITABLE FOR REUSE.
- SECURE ATTENTION SHOULD BE PAID TO ENSURE THAT NO UNDERMINING OF SILT FENCE IS OCCURRING AND THAT NO SEDIMENT IS OCCURRING AT JOINING SECTIONS.
- IF EXCESS SEDIMENT IS ACCUMULATING IN ONE SECTION OF SILT FENCE, THE CONTRACTOR SHOULD IMPLEMENT ADDITIONAL UPTHEM STORAGE MEASURES OR ADDITIONAL SEDIMENT BANDING CEC APPROVED TO PREVENT EXCESSIVE OUTFLOW ON SILT FENCE.
- SILT FENCES SHOULD BE REQUIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED.

SILT FENCE WITH WIRE BACKING NOTES & REQUIREMENTS
NTS



TEMPORARY TIMBER CONCRETE WASHOUT FOR UNPAVED AREAS
NTS



CONSTRUCTION EXIT NOTES

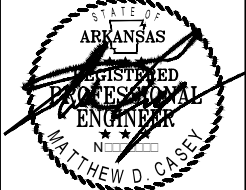
- PREPARE CONTAMINATED STONE IS REQUIRED TO PREVENT TRACKING OF SEDIMENT OR MUD ON PUBLIC STREETS.
- CLEAN STREETS DURING ROOM AND STORAGE OF WATER IS PROHIBITED.
- VEHICLES MUST USE CONSTRUCTION EXIT.
- WHEN WHEEL WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STOCKPILED WITH CRUSHED STONE THAT DRAIN INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

CONSTRUCTION EXIT
NTS

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DRAWN BY: MB
DESIGNED BY: MC
FILE NAME: Fire Training Facility B - MCB.dwg

CITY OF FAYETTEVILLE FIRE DEPT. TRAINING FACILITY EROSION CONTROL DETAILS

REVISED



CITY OF
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13

PROJECT: Fire Training Facility B - MCB

RevNo	Revision note	Date	Signature	Checked
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DESIGNED BY:
FILE NAME: Fire Training Facility B - MCB.dwg

CITY OF FAYETTEVILLE

FIRE DEPT. TRAINING FACILITY

CONCRETE PIER LAYOUT AND DETAILS

REVISED



CITY OF Fayetteville

ENGINEERING DIVISION

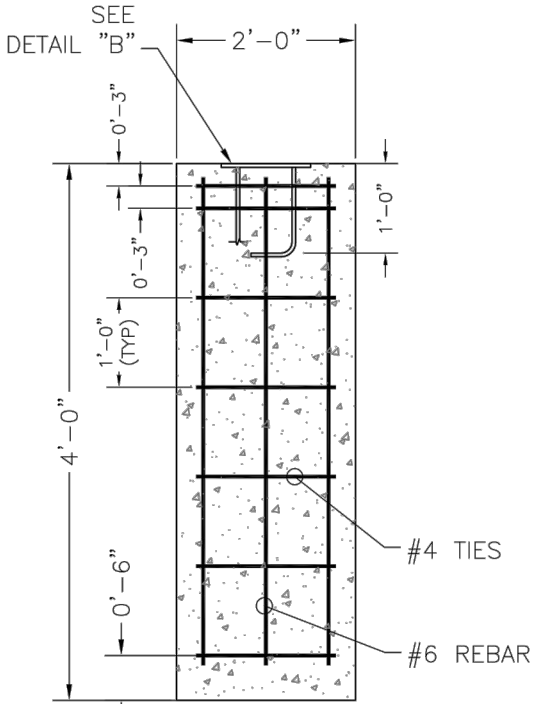
113 W. MOUNTAIN STREET

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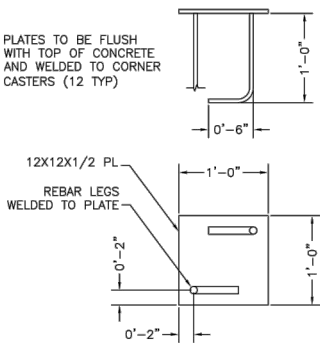
14

PROJECT: Fire Training Facility B - MCB



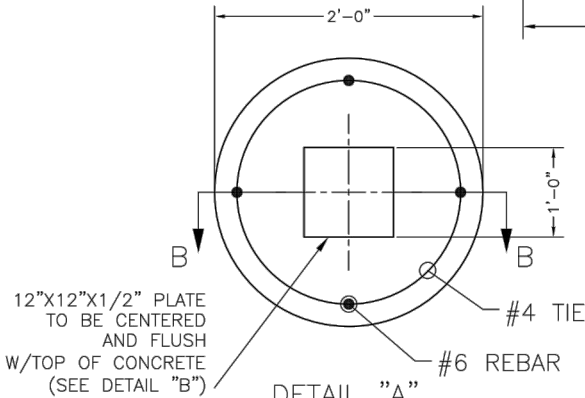
SECTION "B-B"

SCALE = 4X



DETAIL "B"

SCALE = 4X



DETAIL "A"

SCALE = 4X

PROPOSED 50'X75' CONCRETE PAD

PIERS - 26 TYP.
(SEE DETAIL A)

STRUCTURE OUTLINE

RECOMMENDED PIER LAYOUT

SCALE: 1X

RECOMMENDED PIER DESIGN ONLY LOCAL SOIL AND CODE REQUIREMENTS MAY REQUIRE CHANGE IN DESIGN SEE LOCAL CODE.

Itemref	Quantity	Title/Name, designation, material, dimension etc			Article No./Reference	
Designed by		Checked by	Approved by - date	File name	Date	Scale
-		-	-	P743	10-25-16	AS NOTED
AFTS				FAYETTEVILLE AR		
				PIER LAYOUT	Edition	Sheet
					-	-

Bid 16-64, Addendum 1



Date: Tuesday, December 06, 2016

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 16-64, Construction – Fire Department Training Facility

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. This Addendum includes a revised bid form which shall be used by all bidders. Failure to submit the correct revised bid form in a printed sealed format shall result in bid rejection.
 - a. Bidders shall submit a printed physical copy of the enclosed revised bid form, this addendum, and all other required documents
 - b. Bids shall be submitted in a sealed envelope prior to deadline according to submittal procedures outlined in the Project Manual. NO ELECTRONIC COPIES WILL BE ACCEPTED.
2. Required Bid security shall be a cashier's check from a bank doing business in the state of Arkansas or a corporate bid bond. No Certified checks shall be allowed.
3. A non-mandatory pre-bid meeting was held at the end of East Borick Drive on Wednesday November 30, 2016 at 10:00 AM. The sign in sheet of all attendees is attached with the distributed Plan Holder's List. The following items were discussed during the pre-bid meeting:
 - a. Water shall come from a metered hydrant from the cul-de-sac on Borick Drive. No water shall be taken from the White River
 - b. Pier depth is currently 4'-0". Concrete pier layout and Detail (Revised) is attached.

DOCUMENT 0400 –BID FORM

Contract Name: Fire Department Training Facility

Bid Number: 16-64, Fire Department Training Facility

BID TO:

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

BID FROM:

Bidder: _____

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder’s purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 00400 –BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

DOCUMENT 00400 –BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

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

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE 1

ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	511	Mobilization (Not to exceed 5% of total bid)	LS	1		
2		Insurance and Bonding	LS	1		
3	112	Trench & Excavation Safety Systems	LS	1		
4	201	Clearing, Grubbing & Demo	LS	1		

DOCUMENT 00400 –BID FORM (continued)**BID SCHEDULE 1**

ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
5	202	Unclassified Excavation (Plan Quantity)	CY	4300		
6	202	Select Embankment (Plan Quantity)	CY	3800		
7	203	Subgrade Preparation (Plan Quantity)	SY	4800		
8	204	4" Topsoil	SY	2300		
9	205	*Undercut and Stone Backfill	CY	100		
10	301	18" RCP Under Pavement Class IV	LF	20		
11	301	18" RCP Class III	LF	140		
12	301	24" RCP Class III	LF	50		
13	301	18" RCP FES	EA	1		
14	301	24" RCP FES	EA	2		
15	302	Detention Pond Outfall Structure	EA	1		
16	306	Rip Rap with Filter Blanket (1' depth)	SY	15		
17	401	8" Aggregate Base Course (Class 7)	SY	4800		
18	505	Seeding and Mulch	SY	2300		
19	505	Solid Sod	SY	1200		
20	509	Erosion Control	LS	1		
21	517	Tree Protection Fencing	LF	350		
22	601 602 704	6" Thick Wire Reinforced Concrete	SY	3415		

DOCUMENT 00400 –BID FORM (continued)

BID SCHEDULE 1

ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
23	503 601 705	6” Thick Concrete (Driveway)	SY	1165		
24	601 706	2’ Diameter Reinforced Concrete Pier	VF	432		
25	701	Detention Pond	LS	1		
26	702	Water Quality Feature (Bioretention Basin)	LS	1		
27	702	Water Quality Feature (Bioretention Forebay)	LS	1		
28	703	Platanus Occidentalis (Sycamore)	EA	12		
29	703	Quercus Rubra (Red Oak)	EA	12		
30	703	Acer Saccharum (Sugar Maple)	EA	12		
31	707	2" Sch. 40 Electrical Conduit	LF	175		
*To be only used at the direction of the Engineer						

TOTAL AMOUNT BID \$_____

DOCUMENT 00400 –BID FORM (continued)

DEDUCTIVE ALTERNATE

The following is being requested to be offered as an alternate to the bid as a deduction. This alternate will result in the removal of the 6" Thick Concrete Driveway.

DEDUCTIVE ALTERNATE #1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
23	601	6" Thick Concrete (Driveway)	SY	-1165		

TOTAL AMOUNT BID (ALTERNATE #1) \$_____

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of _____ Dollars (\$_____).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 7 - COMMUNICATIONS

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

Email. _____

Phone No. _____

FAX No. _____

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on _____, 20____.

Arkansas State Contractor License No. _____.

Tax ID No. _____.

DUNS No. _____.

CAGE No. _____.

If Bidder is:

DOCUMENT 00400 –BID FORM (continued)

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 –BID FORM (continued)

A Corporation or LLC

Corporation Name: _____(SEAL)

State of Incorporation: _____

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

By: _____

(Signature – attach evidence of authority to sign)

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

END OF DOCUMENT 00400

RevNo	Revision note	Date	Signature	Checked
-------	---------------	------	-----------	---------

SURVEYED BY:
DRAWN BY:
DESIGNED BY:
FILE NAME: Fire Training Facility B - MCB.dwg

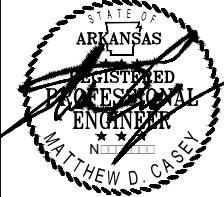
CITY OF FAYETTEVILLE

FIRE DEPT. TRAINING FACILITY

CONCRETE PIER LAYOUT AND DETAILS

REVISED

12/6/2016



CITY OF Fayetteville

ENGINEERING DIVISION

113 W. MOUNTAIN STREET

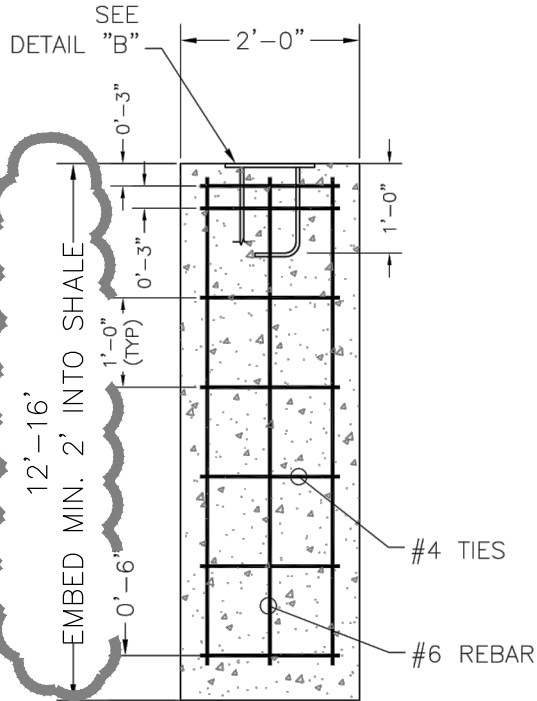
PHONE NO: (479) 575-5206 FAX NO: (479) 575-8202

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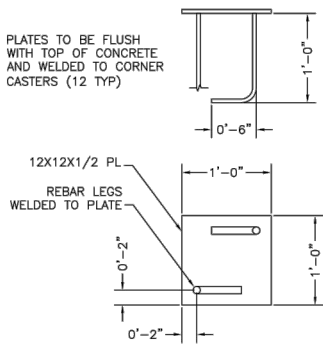
14

PROJECT: Fire Training Facility B - MCB



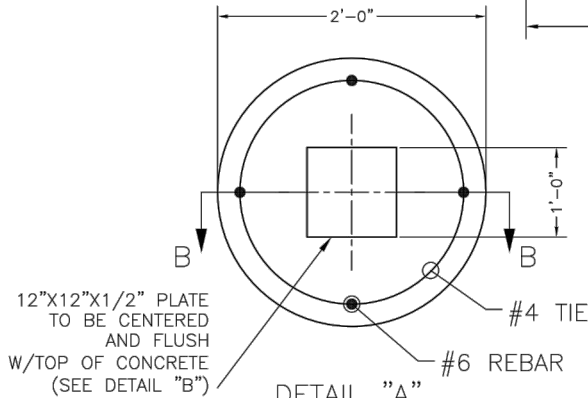
SECTION "B-B"

SCALE = 4X



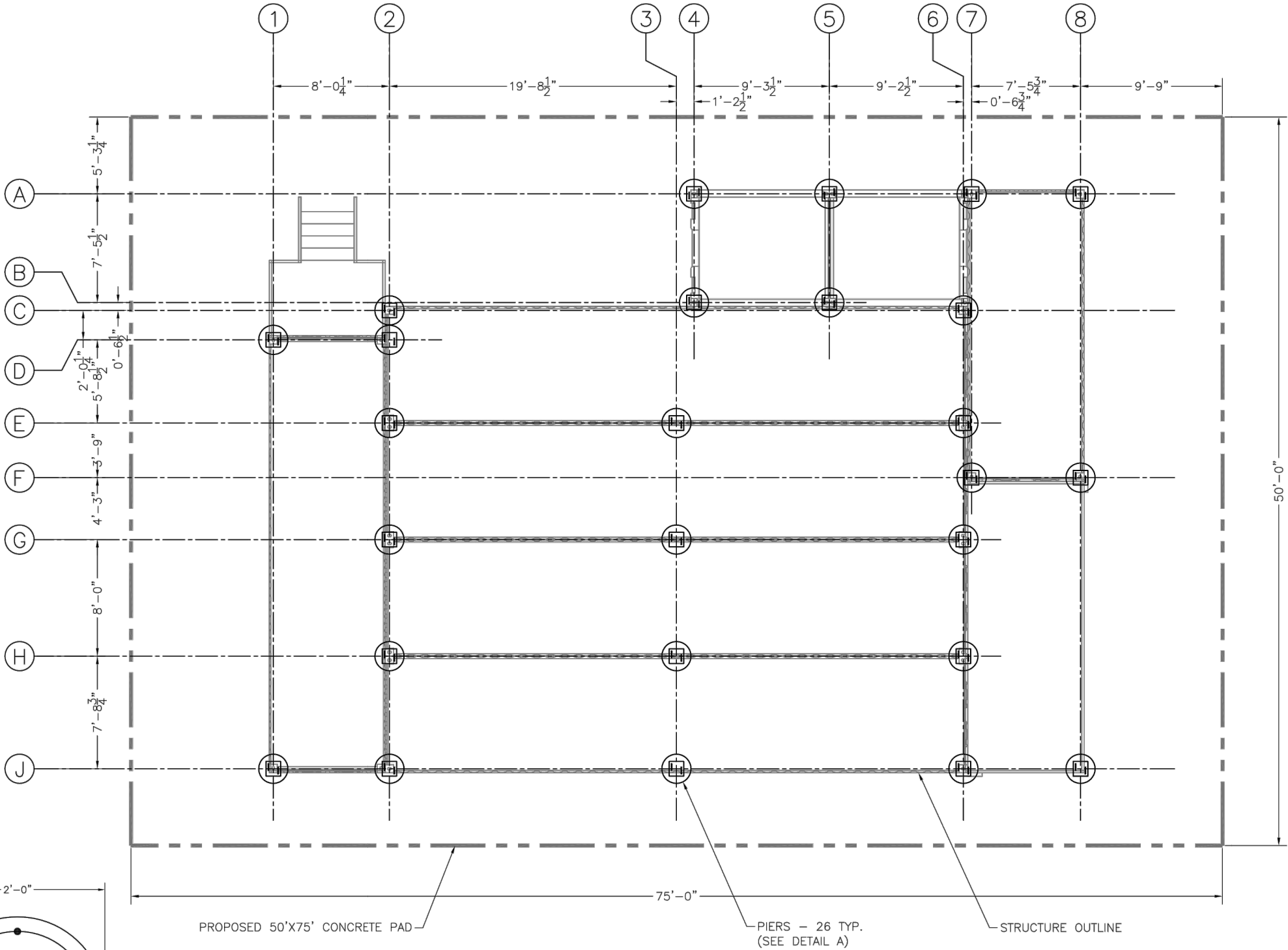
DETAIL "B"

SCALE = 4X



DETAIL "A"

SCALE = 4X



RECOMMENDED PIER LAYOUT

SCALE: 1X

RECOMMENDED PIER DESIGN ONLY LOCAL SOIL AND CODE REQUIREMENTS MAY REQUIRE CHANGE IN DESIGN SEE LOCAL CODE.

Itemref	Quantity	Title/Name, designation, material, dimension etc			Article No./Reference	
Designed by	-	Checked by	-	Approved by - date	File name	Date
AFTS		FAYETTEVILLE AR		P743	10-25-16	Scale AS NOTED
				PIER LAYOUT	Edition -	Sheet -



City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ #: 16-164

Description: Construction - Fire Training site

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 11 / 30 / 2016

Time: 10:00 AM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McLaughlin	City of Fay	Purch Agent	575-8220	lmcglaugh@
2	Vidal Trejo	ProCrete	MGMT	480-828-3141	vtrejo@procreteconst.com
3	Roque Corral	ProCrete	MGMT	479-225-7709	rcorral@procreteconst.com
4	Wade Sbernathum	CoF T	Facilities Mgmt	575-8361	wsbernathum@cityof
5	M. Blackford	City	Eng	575-8205	mblackford@
6	MIT CASEY	COF	ENG	444 3429	mcassey
7	Hirley Hunt	FED	Asst. Chief	875-718-7629	hhunt
8	Granville Wynn	FED	Financial Analyst	575-8365	gwynn
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

PLAN HOLDER LISTING	
Bid 16-64, Construction - Fire Department Training Facility	

Bid 16-64, Addendum 2



Date: Friday, December 09, 2016

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 16-64, Construction – Fire Department Training Facility

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. The plates as shown in Detail "B", Sheet 14 will be provided by the City. The Bidder shall not include this material cost in the bid.
2. Scale on Sheet 4 is 1" = 80'.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0638

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID NO. 16-45 CRUSHED ROCK SALT:

A RESOLUTION TO AWARD BID NO. 16-45 AND AUTHORIZE THE PURCHASE OF BULK CRUSHED ROCK SALT FROM CENTRAL SALT, LLC FOR \$75.00 PER TON FOR MATERIALS PICKED UP AND \$77.68 PER TON FOR MATERIALS DELIVERED AS NEEDED THROUGH JULY 31, 2017

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 No. 16-45 and authorizes the purchase of bulk crushed rock salt from Central Salt, LLC for \$75.00 per ton for materials picked up and \$77.68 per ton for materials delivered as needed through July 31, 2017.

City of Fayetteville Staff Review Form

2016-0638

Legistar File ID

1/3/2017

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

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 16-45 to and authorizing the purchase of bulk crushed rock salt from Central Salt, LLC for a unit price of \$75 per ton if picked up or \$77.68 per ton if delivered, as needed, throughout the 2016-2017 winter season.

Budget Impact:

2100.410.4120-5204.00

Street

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 85,059.00

Funds Obligated \$ 6,285.31

Current Balance \$ 78,773.69

Does item have a cost? Yes

Item Cost \$ -

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 78,773.69

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" box has been left blank because the exact item cost will vary depending upon the Transportation Division's fluctuating needs based on the severity of the next winter weather season.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 16, 2016
SUBJECT: Bid 16-45, Bulk Crushed Rock Salt

RECOMMENDATION:

A resolution awarding Bid 16-45 to and authorizing the purchase of bulk crushed rock salt from Central Salt, LLC for a unit price of \$75 per ton if picked up or \$77.68 per ton if delivered, as needed, throughout the 2016-2017 winter season.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of these materials have been budgeted in Street Fund. Bulk crushed rock salt will be purchased on an "as needed" basis with payment remitted via procurement card.

Attachments:

Bid 16-45 Tabulation

Bid 16-45, Bulk Crushed Rock Salt

****Official Bid Tabulation****

			Central Salt, LLC		Compass Minerals America, Inc		Independent Salt Company		Oakley Fertilizer, Inc. (Unreated Pricing Below)		Oakley Fertilizer, Inc. (Treated Pricing Below)	
Plant Address for Pick up			1420 State Rd 14 Lyons, KS 67554		1800 Riverfront Rd. Van Buren, AR 72956		NA		1109 HIGHWAY 9 S Morrilton, AR 72110		1110 HIGHWAY 9 S Morrilton, AR 72110	
Item	Description	EST TONS	Price Each	Total Price	Price Each	Total Price	Price Each	Total Price	Price Each	Total Price	Price Each	Total Price
1	Medium Crushed Clean Rock Salt for Snow and Ice Removal: Maximum size 3/8" with no more than 5% exceeding size 3/8", meeting AHTD specifications- DELIVERED to the City of Fayetteville, 1525 S. Happy Hollow, Fayetteville, AR 72701 - Through July 31, 2017	500	\$ 77.68	\$38,840.00	\$ 77.82	\$38,910.00	\$ 89.63	\$44,815.00	\$ 93.00	\$46,500.00	\$ 131.00	\$65,500.00
2	Medium Crushed Clean Rock Salt for Snow and Ice Removal: Maximum size 3/8" with no more than 5% plus 3/8" in the mix, meeting AHTD specifications- PICKED UP BY the City of Fayetteville - through July 31, 2017	100	\$ 75.00	\$ 7,500.00	\$ 75.32	\$ 7,532.00	No Bid	NA	\$ 75.00	\$ 7,500.00	\$ 105.00	\$10,500.00

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

* Bid may be accepted by line item or as a total bid.

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date

6/22/16



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0591

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

BID NO. 17-02 CONSTRUCTION - CURB & GUTTER:

A RESOLUTION TO AWARD BID NO. 17-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

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 No. 17-02 and authorizes the purchase of curb and gutter construction from Fochtman Enterprises, Inc. as a primary supplier and Tomlinson Asphalt as a secondary supplier in variable amounts as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0591

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-02 to and authorizing the purchase of Construction - Curb & Gutter from Fochtman Enterprises, Inc. as primary supplier and Tomlinson Asphalt as secondary supplier, in variable amounts, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 16, 2016

SUBJECT: Bid 17-02, Construction – Curb & Gutter

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-02 to and authorizing the purchase of Construction - Curb & Gutter from Fochtman Enterprises, Inc. as primary supplier and Tomlinson Asphalt as secondary supplier, in variable amounts, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-02 Tabulation



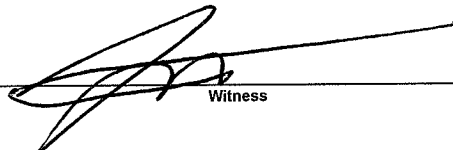
Bid 17-02, Construction - Curb & Gutter

Bid: 17-02
Date: 10/26/16
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Item	DESCRIPTION	Est. Qty	Unit	Fochtman Enterprises, Inc.		Tomlinson Asphalt Co, Inc.	
				Price Per Unit	EXTENDED PRICE	Price Per Unit	EXTENDED PRICE
1	Hand Formed "Type A" Curb and Gutter (per attached specifications) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing.	5,000	LF	\$ 13.00	\$ 65,000.00	\$ 15.80	\$ 79,000.00
2	Hand Formed "Type D" Curb and Gutter (per attached specifications) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing.	1,000	LF	\$ 15.00	\$ 15,000.00	\$ 16.50	\$ 16,500.00
3	Flatwork - 4" Thick (Sidewalk, Driveway Approaches, Access Ramps) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing.	10,000	SF	\$ 4.00	\$ 40,000.00	\$ 4.45	\$ 44,500.00
4	Flatwork - 6" Thick (Sidewalk, Driveway Approaches, Access Ramps) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing.	5,000	SF	\$ 5.50	\$ 27,500.00	\$ 4.85	\$ 24,250.00
5	Street Repair - 8" Thick - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing	2,000	SF	\$ 7.25	\$ 14,500.00	\$ 6.00	\$ 12,000.00
6	Drop inlet 4 ft. inside dimension (per attached City specifications) - Contractor supplies form work, concrete materials, labor to place and finish	10	EA	\$ 3,500.00	\$ 35,000.00	\$ 2,850.00	\$ 28,500.00
7	Drop inlet 5 ft. inside dimension (per attached City specifications) - Contractor supplies form work, concrete materials, labor to place and finish	10	EA	\$ 4,225.00	\$ 42,250.00	\$ 3,000.00	\$ 30,000.00
8	Drop inlet 6 ft. inside dimension (per attached City specifications) - Contractor supplies form work, concrete materials, labor to place and finish	5	EA	\$ 5,200.00	\$ 26,000.00	\$ 3,600.00	\$ 18,000.00
9	4 foot inlet extension (per attached City Specifications) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing	15	EA	\$ 900.00	\$ 13,500.00	\$ 600.00	\$ 9,000.00
10	Reinforced headwalls or wingwalls (size varies) wit hfootings and aprons per AHTD specifications. Contractor supplies concrete materials, reinforcement steel, form work, labor to place and finish.	50	CY	\$ 650.00	\$ 32,500.00	\$ 1,800.00	\$ 90,000.00
Total Bid Based On Estimates					\$ 311,250.00		\$ 351,750.00
				Award Intent: Primary Vendor		Award Intent: Secondary Vendor	

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

CERTIFIED: 
A. RENNE, PURCHASING MGR


Witness

11/16/16
Date:



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0592

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

BID NO. 17-04 CONCRETE PURCHASE:

A RESOLUTION TO AWARD BID NO. 17-04 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

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 No. 17-04 and authorizes the purchase of concrete from Tune Concrete Company as primary supplier and APAC Central as secondary supplier in variable amounts as specified in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0592

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-04 to and authorizing the purchase of concrete from Tune Concrete Company as primary supplier and APAC Central as secondary supplier, in variable amounts, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 16, 2016
SUBJECT: Bid 17-04, Concrete

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-04 to and authorizing the purchase of concrete from Tune Concrete Company as primary supplier and APAC Central as secondary supplier, in variable amounts, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-04 Tabulation

Bid 17-04, Concrete

Item #	Description	Est Qty (cubic yards)	APAC Central		Tune Concrete	
			Per Item	Extended	Per Item	Extended
1	3500 PSI 3/4" Max. Aggregate Size, 4" Slump	500	\$102.00	\$ 51,000.00	\$86.00	\$ 43,000.00
2	4000 PSI 3/4" Max. Aggregate Size, 4" Slump	4,000	\$104.00	\$ 416,000.00	\$93.00	\$ 372,000.00
3	4000 PSI 1" Max. Aggregate Size, 4" Slump	500	\$100.00	\$ 50,000.00	\$91.00	\$ 45,500.00
4	4000 PSI 1" Max. Aggregate Size With Fiber Reinforcement, 4" Slump	100	\$106.00	\$ 10,600.00	\$96.50	\$ 9,650.00
5	4000 PSI 3/4" Max. Aggregate Size, 4" Slump, high early, 7 bag mix	100	\$107.00	\$ 10,700.00	\$99.00	\$ 9,900.00
6	5500 PSI 1" Max. Aggregate Size, 4" Slump	100	\$117.00	\$ 11,700.00	\$99.00	\$ 9,900.00
7	Flowable Fill	50	\$85.00	\$ 4,250.00	\$82.00	\$ 4,100.00
8	1% Calcium Chloride Admixture - price to be added to concrete	100	\$2.50	\$ 250.00	\$2.50	\$ 250.00
		60	\$5.00	\$ 300.00	\$5.00	\$ 300.00
9	2% Calcium Chloride Admixture - price to be added to concrete					
		2,500	NC	NC	\$0.00	\$ -
10	Air Entraining Admixture - price to be added to concrete	500	\$5.00	\$ 2,500.00	\$5.00	\$ 2,500.00
11	Hot Water - price to be added to concrete	500	NA	NA	\$4.00	\$ 2,000.00
12	Chilled Water - price to be added to concrete	100	\$0.35	\$ 35.00	\$8.00	\$ 800.00
13	Ice - price to be added to concrete	50	\$12.00	\$ 600.00	\$15.00	\$ 750.00
14	Exposed Aggregate - price to be added to concrete					
		Est Qty (per ton)	Price Per Ton	Extended	Price Per Ton	Extended
15	Type I Portland Cement	100	NA	NA	\$145.00	\$ 14,500.00
16	Concrete Sand	100	\$28.00	\$ 2,800.00	\$26.00	\$ 2,600.00
17	Masonry Sand	50	\$28.00	\$ 1,400.00	\$26.00	\$ 1,300.00
		Est Qty (each)	Price Each	Extended	Price Each	Extended
18	Mobilization Fee (After Hours & Weekends)	1	\$500.00	\$ 500.00	\$500.00	\$ 500.00
19	Colored Concrete Washout Fee (Per Truck)	1	NC	NC	\$0.00	\$ -
TOTAL BID PRICE=				\$562,635.00		\$519,550.00
				Award Intent: Secondary Vendor	Award Intent: Primary Vendor	

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

CERTIFIED:


A. Rennie, Purchasing Manager


Witness

11/16/16
Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0593

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

BID NO. 17-05 AGGREGATE MATERIALS:

A RESOLUTION TO AWARD BID NO. 17-05 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM HUNT ROGERS MATERIALS, LLC AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

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 No. 17-05 and authorizes the purchase of aggregate materials from Hunt Rogers Materials, LLC as primary supplier and to authorize the use of other bidders based on price and availability, as shown in the staff memorandum and bid sheet attached to this Resolution, as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0593

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-05 to Hunt Rogers Materials, LLC (Fayetteville) as primary supplier with the secondary supplier awarded on a line item basis as specified in this memo, authorizing the use of other bidders based on price and availability, and approving the purchase of aggregate materials for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2017.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 16, 2016
SUBJECT: Bid 17-05, Aggregate Materials

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-05 to Hunt Rogers Materials, LLC (Fayetteville) as primary supplier with the secondary supplier awarded on a line item basis as specified in this memo, authorizing the use of other bidders based on price and availability, and approving the purchase of aggregate materials for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

Sealed formal bids for aggregate materials were publicly read and the results are attached to this memo. The following in-house hauling costs were disclosed in the Invitation to Bid.

City Costs:

- i. City Staff – Maintenance Worker III (Truck Driver) = \$14.28 / hour
- ii. 10-Wheel Dump Truck (15 ton capacity) = \$10.36 / hour
- iii. Tri-Axle Dump Truck (18 ton capacity) = \$10.89 / hour
- iv. 10-Wheel Dump Truck (15 tons) + Truck Driver = \$24.64 / hour
- v. Tri-Axle Dump Truck (18 tons) + Truck Driver = \$25.17 / hour

The following mileages were calculated based on the distance from each supplier's location to the City of Fayetteville Transportation Division, utilizing Google Maps:

- APAC – Central, Inc. – 17.1 miles, 22 minutes
- Rogers Group, Inc. (Springdale Quarry) – 15.0 miles, 23 minutes
- Rogers Group, Inc. (Hamstring Quarry) – 10.1 miles, 19 minutes

The following City hauling costs were calculated based on the information shown above and added to the unit price per ton in order to fairly evaluate the bids submitted by each potential supplier. The calculation method consisted of converting the mileage and drive time to a

percentage of an hour. The resulting percentages were multiplied by the tri-axle dump truck + truck driver cost and divided the dump truck capacity to arrive at the cost per ton added to the original unit price in each bid. Based on the aforementioned method of calculation, the following unit costs were added to the unit bid prices for each potential supplier:

- APAC – Central, Inc. – \$0.52 per ton
- Rogers Group, Inc. (Springdale Quarry) – \$0.53 per ton
- Rogers Group, Inc. (Hamestring Quarry) – \$0.45 per ton

DISCUSSION:

Staff recommends awarding the aggregate materials bid on a line item basis as follows:

1. Class 7 Base (SB-2): Primary Supplier: Rogers Group, Inc. (Hamestring Quarry)
Secondary Supplier: APAC – Central, Inc.
2. Concrete Aggregate – 1.5”: Primary Supplier: APAC – Central, Inc.
Secondary Supplier: Rogers Group, Inc. (Springdale Quarry)
3. Concrete Aggregate – ¾”: Primary Supplier: Rogers Group, Inc. (Hamestring Quarry)
Secondary Supplier: Rogers Group, Inc. (Springdale Quarry)
4. “B” Stone: Primary Supplier: Rogers Group, Inc. (Hamestring Quarry)
Secondary Supplier: Rogers Group, Inc. (Springdale Quarry)
5. Abrasives / Grit: Primary Supplier: APAC – Central, Inc.
6. Shot Rock: Primary Supplier: Rogers Group, Inc. (Springdale Quarry)
Secondary Supplier: APAC – Central, Inc.
7. Rip Rap – Limestone Primary Supplier: APAC – Central, Inc.
Secondary Supplier: Rogers Group, Inc. (Springdale Quarry)
8. Abrasives / Grit (1/4” clean) Primary Supplier: APAC – Central, Inc.

Secondary suppliers are awarded for use on an “as needed” basis in the event that the primary supplier cannot provide the necessary materials or services within the time frame required to complete a project.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-05 Tabulation

Bid 17-05, Aggregate Materials

			APAC Central, Inc.		Hunt Rogers Materials, LLC		Hunt Rogers Materials, LLC	
Plant Location			13585 Puppy Creek Rd, Springdale; 19953 Hwy 303 - Springdale		21202 N. Parsons Road Springdale, AR 72764		15557 Hamestring Rd. Fayetteville, AR 72704	
Item	DESCRIPTION	Est. Tons	PRICE PER EACH	EXTENDED PRICE	PRICE PER EACH	EXTENDED PRICE	PRICE PER EACH	EXTENDED PRICE
1	Class 7 Base (SB-2) -- includes wet and dry	30,000	\$ 9.50	\$ 285,000.00	\$ 9.50	\$ 285,000.00	\$ 9.50	\$ 285,000.00
2	Concrete Aggregate - 1.5"	500	\$ 11.00	\$ 5,500.00	\$ 13.00	\$ 6,500.00	\$ -	\$ -
3	Concrete Aggregate - 3/4"	500	\$ 15.00	\$ 7,500.00	\$ 14.00	\$ 7,000.00	\$ 14.00	\$ 7,000.00
4	"B" Stone	2,500	\$ 9.00	\$ 22,500.00	\$ 8.75	\$ 21,875.00	\$ 8.75	\$ 21,875.00
5	Abrasives / Grit (1/4" chips)	500	\$ 8.25	\$ 4,125.00	\$ -	\$ -	\$ -	\$ -
6	Shot Rock	500	\$ 7.75	\$ 3,875.00	\$ 7.50	\$ 3,750.00	\$ -	\$ -
7	Rip Rap - LIMESTONE	1,500	\$ 18.00	\$ 27,000.00	\$ 18.00	\$ 27,000.00	\$ -	\$ -
8	Abrasives / Grit (1/4" clean chips)	500	\$ 8.25	\$ 4,125.00	\$ -	\$ -	\$ -	\$ -
TOTAL BID PRICE:				\$ 359,625.00		\$ 351,125.00		\$ 313,875.00
			Award Intent: Secondary Vendor by line item		Award Intent: Secondary Vendor by line item		Award Intent: Primary Vendor	

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

CERTIFIED:

A Rennie, Purchasing Manager

Witness

Date

11/16/16



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0594

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

BID NO. 17-07 HILLSIDE GRAVEL:

A RESOLUTION TO AWARD BID NO. 17-07 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC. IN VARYING AMOUNTS AND FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF 2017

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 No. 17-07 and authorizes the purchase of hillside gravel from Les Rogers, Inc. in varying amounts and for variable unit prices as specified in the bid calculation attached to this Resolution as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0594

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-07 to and authorizing the purchase of hillside gravel from Les Rogers, Inc. as primary supplier for materials picked up and for materials delivered for the unit prices shown on the attached bid tabulation, as needed through the end of calendar year 2017.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? Yes	Item Cost
Budget Adjustment Attached? No	Budget Adjustment
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 16, 2016
SUBJECT: Bid 17-07, Hillside Gravel

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-07 to and authorizing the purchase of hillside gravel from Les Rogers, Inc. as primary supplier for materials picked up and for materials delivered for the unit prices shown on the attached bid tabulation, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-07 Tabulation



Bid: 17-07
Date: 10-26-16
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-07, Hillside Gravel

				Les Rogers, Inc.	
Item	DESCRIPTION	Est. Qty	Unit	Price Per Unit	Ext. Price
1	Red Hillside Gravel – Per Cubic Yard Pickup and Loaded on City Truck (Material Cost Only)	15,000	CY	\$ 2.20	\$ 33,000.00
2	2 Red Hillside Gravel – Per Cubic Yard (Price of delivery only – this price shall be added to the cost of material)	10,000	CY	\$ 4.60	\$ 46,000.00
Total Bid Based On Estimate:					\$ 79,000.00

*Notes calculation error has been corrected

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

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0595

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

BID NO. 17-08 PLASTIC DRAINAGE PIPE:

A RESOLUTION TO AWARD BID NO. 17-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF 2017

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 No. 17-08 and authorizes the purchase of drainage pipe for varying unit prices from various vendors, as shown in the bid sheet attached to this Resolution as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0595

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-08 to and authorizing the purchase of plastic drainage pipe from HD Supply Waterworks as primary supplier for line items 1 through 7 and line items 15 through 21, Ferguson Waterworks as the primary supplier for line items 8 through 12, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 16, 2016

SUBJECT: Bid 17-08, Plastic Drainage Pipe

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-08 to and authorizing the purchase of plastic drainage pipe from HD Supply Waterworks as primary supplier for line items 1 through 7 and line items 15 through 21, Ferguson Waterworks as the primary supplier for line items 8 through 12, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-08 Tabulation

Bid 17-08, Plastic Drainage Pipe

Item	Size in Diameter	Description	Est Qty	Unit of Measure	Ferguson Waterworks		HD Supply Waterworks		Scurlock Industries, Inc.	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	15"	Plastic Drainage Pipe N-12 Soil Tight	100	Feet	\$ 5.59	\$ 559.00	\$ 5.56	\$ 556.00	\$ 7.75	\$ 775.00
2	18"	Plastic Drainage Pipe N-12 Soil Tight	500	Feet	\$ 7.91	\$ 3,955.00	\$ 7.88	\$ 3,940.00	\$ 8.90	\$ 4,450.00
3	24"	Plastic Drainage Pipe N-12 Soil Tight	500	Feet	\$ 13.29	\$ 6,645.00	\$ 13.25	\$ 6,625.00	\$ 14.75	\$ 7,375.00
4	30"	Plastic Drainage Pipe N-12 Soil Tight	300	Feet	\$ 19.03	\$ 5,709.00	\$ 18.98	\$ 5,694.00	\$ 23.25	\$ 6,975.00
5	36"	Plastic Drainage Pipe N-12 Soil Tight	100	Feet	\$ 24.02	\$ 2,402.00	\$ 23.96	\$ 2,396.00	\$ 33.45	\$ 3,345.00
6	42"	Plastic Drainage Pipe N-12 Soil Tight	60	Feet	\$ 29.21	\$ 1,752.60	\$ 29.10	\$ 1,746.00	\$ 45.75	\$ 2,745.00
7	48"	Plastic Drainage Pipe N-12 Soil Tight	60	Feet	\$ 38.93	\$ 2,335.80	\$ 38.79	\$ 2,327.40	\$ 50.00	\$ 3,000.00
8	15"	Flared End Section	2	Each	\$ 111.85	\$ 223.70	\$ 120.73	\$ 241.46	\$ 188.00	\$ 376.00
9	18"	Flared End Section	2	Each	\$ 150.25	\$ 300.50	\$ 158.75	\$ 317.50	\$ 252.00	\$ 504.00
10	24"	Flared End Section	2	Each	\$ 192.84	\$ 385.68	\$ 200.91	\$ 401.82	\$ 360.50	\$ 721.00
11	30"	Flared End Section	2	Each	\$ 468.88	\$ 937.76	\$ 474.19	\$ 948.38	\$ 782.00	\$ 1,564.00
12	36"	Flared End Section	2	Each	\$ 496.46	\$ 992.92	\$ 501.49	\$ 1,002.98	\$ 828.00	\$ 1,656.00
13	42"	Flared End Section	2	Each	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	48"	Flared End Section	2	Each	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	15"	Plastic Drainage Pipe High Performance	100	Feet	\$ 7.93	\$ 793.00	\$ 7.92	\$ 792.00	\$ -	\$ -
16	18"	Plastic Drainage Pipe High Performance	300	Feet	\$ 10.15	\$ 3,045.00	\$ 10.10	\$ 3,030.00	\$ -	\$ -
17	24"	Plastic Drainage Pipe High Performance	300	Feet	\$ 17.12	\$ 5,136.00	\$ 17.10	\$ 5,130.00	\$ -	\$ -
18	30"	Plastic Drainage Pipe High Performance	500	Feet	\$ 26.24	\$ 13,120.00	\$ 26.20	\$ 13,100.00	\$ -	\$ -
19	36"	Plastic Drainage Pipe High Performance	60	Feet	\$ 34.41	\$ 2,064.60	\$ 34.34	\$ 2,060.40	\$ -	\$ -
20	42"	Plastic Drainage Pipe High Performance	60	Feet	\$ 42.74	\$ 2,564.40	\$ 42.64	\$ 2,558.40	\$ -	\$ -
21	48"	Plastic Drainage Pipe High Performance	60	Feet	\$ 58.76	\$ 3,525.60	\$ 58.57	\$ 3,514.20	\$ -	\$ -
Total Bid Price						\$ 56,447.56		\$ 56,381.54		\$ 33,486.00
					Intent to award by line item: various quantity as needed		Intent to award by line item: various quantity as needed		Intent to award by line item: various quantity as needed	

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

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date

11/16/16



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0596

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

BID NO. 17-09 CONCRETE DRAINAGE PIPE:

A RESOLUTION TO AWARD BID NO. 17-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

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 No. 17-09 and authorizes the purchase of concrete drainage pipe from Scurlock Industries, Inc. in variable amounts and for varying prices as set forth in the bid sheet attached to this Resolution, as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0596

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-09 to and authorizing the purchase of concrete drainage pipe from Scurlock Industries Inc. as primary supplier, in variable amounts, as needed through the end of calendar year 2017.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 16, 2016

SUBJECT: Bid 17-09, Concrete Drainage Pipe

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-09 to and authorizing the purchase of concrete drainage pipe from Scurlock Industries Inc. as primary supplier, in variable amounts, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-09 Tabulation

Bid 17-09, Concrete Drainage Pipe

					Surlock Industries, Inc	
Item	Size in Diameter	Description	Est Qty	Unit of Measure	Unit Price	Extended Price
CONCRETE DRAINAGE PIPE						
1	15"	Reinforced Concrete Pipe, Class III, Round	90	Feet	\$ 11.15	\$ 1,003.50
2	18"	Reinforced Concrete Pipe, Class III, Round	180	Feet	\$ 13.35	\$ 2,403.00
3	24"	Reinforced Concrete Pipe, Class III, Round	180	Feet	\$ 19.50	\$ 3,510.00
4	30"	Reinforced Concrete Pipe, Class III, Round	45	Feet	\$ 30.00	\$ 1,350.00
5	36"	Reinforced Concrete Pipe, Class III, Round	45	Feet	\$ 44.25	\$ 1,991.25
6	42"	Reinforced Concrete Pipe, Class III, Round	45	Feet	\$ 55.90	\$ 2,515.50
7	48"	Reinforced Concrete Pipe, Class III, Round	45	Feet	\$ 67.45	\$ 3,035.25
8	15"	Flared End Section Concrete, Round	2	Each	\$ 265.00	\$ 530.00
9	18"	Flared End Section Concrete, Round	2	Each	\$ 302.00	\$ 604.00
10	24"	Flared End Section Concrete, Round	2	Each	\$ 380.00	\$ 760.00
11	30"	Flared End Section Concrete, Round	2	Each	\$ 435.00	\$ 870.00
12	36"	Flared End Section Concrete, Round	2	Each	\$ 865.00	\$ 1,730.00
13	42"	Flared End Section Concrete, Round	2	Each	\$ 1,035.00	\$ 2,070.00
14	48"	Flared End Section Concrete, Round	2	Each	\$ 1,290.00	\$ 2,580.00
PRE-CAST REINFORCED CONCRETE BOXES						
15	4'X4'X4'	Reinforced Concrete Junction Box (no top)	10	Each	\$ 920.00	\$ 9,200.00
16	5'X5'X5'	Reinforced Concrete Junction Box (no top)	5	Each	\$ 1,025.00	\$ 5,125.00
17	6'X6'X6'	Reinforced Concrete Junction Box (no top)	5	Each	\$ 1,200.00	\$ 6,000.00
18	4'X4'X4'	Reinforced Concrete Inlet Box (no top)	10	Each	\$ 920.00	\$ 9,200.00
19	5'X5'X5'	Reinforced Concrete Inlet Box (no top)	5	Each	\$ 1,025.00	\$ 5,125.00
20	6'X6'X6'	Reinforced Concrete Inlet Box (no top)	5	Each	\$ 1,185.00	\$ 5,925.00
Item	Size					
21	3' Rise x 12' Span	Reinforced Concrete Culvert Box (WITH top)	45	Lineal Feet	\$ 515.00	\$ 23,175.00
22	4' Rise x 8' Span	Reinforced Concrete Culvert Box (WITH top)	50	Lineal Feet	\$ 505.00	\$ 25,250.00
23	5' Rise x 10' Span	Reinforced Concrete Culvert Box (WITH top)	50	Lineal Feet	\$ 450.00	\$ 22,500.00
24	3' Rise x 12' Span	Reinforced Concrete Culvert Box (WITH top)	50	Lineal Feet	\$ 515.00	\$ 25,750.00
25	4' Rise x 12' Span	Reinforced Concrete Culvert Box (WITH top)	50	Lineal Feet	\$ 550.00	\$ 27,500.00
Total Bid Price						\$ 189,702.50

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

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date

** Denotes Calculation Error



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0597

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

BID NO. 17-10 SCREENED TOPSOIL:

A RESOLUTION TO AWARD BID NO. 17-10 AND AUTHORIZE THE PURCHASE OF SCREENED TOPSOIL FROM LES ROGERS, INC. AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

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 No. 17-10 and authorizes the purchase of screened topsoil from Les Rogers, Inc. as primary supplier and Sweetser Construction, Inc. as secondary supplier in variable amounts and for varying prices as set forth in the bid sheet attached to this Resolution, as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0597

Legistar File ID

1/3/2017

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

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-10 to and authorizing the purchase of screened topsoil from Les Rogers, Inc. as primary supplier and Sweetser Construction Inc. as secondary supplier, as needed through the end of calendar year 2017.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? Yes	Item Cost
Budget Adjustment Attached? No	Budget Adjustment
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 16, 2016
SUBJECT: Bid 17-10, Screened Topsoil

RECOMMENDATION:

A resolution awarding Bid 17-10 to and authorizing the purchase of screened topsoil from Les Rogers, Inc. as primary supplier and Sweetser Construction Inc. as secondary supplier, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS:

Bid 17-10 Tabulation



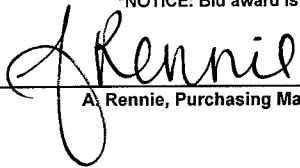
Bid: 17-10
Date: 10-26-16
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-10, Screened Topsoil

			Les Rogers Inc		Sweetser Construction Inc.	
PLANT LOCATION FOR PICKUP:			Elk Horn Springs Rd Fayetteville		N/A	
Item	Description	Est CY	Price Per Unit	Extended Price	Price Per Unit	Extended Price
1	Topsoil – DELIVERY – Per cubic yard for top dressing and landscaping projects. All Topsoil shall be screened to remove large rocks, roots, and other debris	1,500	\$ 12.95	\$ 19,425.00	\$ 15.80	\$ 23,700.00
2	Topsoil – PICK UP BY CITY STAFF – Per cubic yard for top dressing and landscaping projects. All Topsoil shall be screened to remove large rocks, roots, and other debris	1,500	\$ 8.90	\$ 13,350.00	No Bid	\$ -
			Intent to Award: Primary Vendor		Intent to Award: Secondary Vendor	

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

CERTIFIED:


A. Rennie, Purchasing Manager


Witness


Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0598

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

BID NO. 17-12 RETAINING WALL BLOCKS:

A RESOLUTION TO AWARD BID NO. 17-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS AS NEEDED THROUGH THE END OF 2017

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 No. 17-12 and authorizes the purchase of retaining wall blocks for varying unit prices from various vendors, as shown in the staff memorandum and the bid sheet attached to this Resolution, as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0598

Legistar File ID

1/3/2017

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

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-12 to and authorizing the purchase of retaining wall blocks from Arrowhead Precast, LLC as primary supplier for line item 1 and line items 4 through 52, and Industrial Precast Inc. as primary supplier for line items 2 and 3, in variable amounts, as needed through the end of calendar year 2017.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? Yes	Item Cost
Budget Adjustment Attached? No	Budget Adjustment
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 16, 2016
SUBJECT: Bid 17-12, Retaining Wall Blocks

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-12 to and authorizing the purchase of retaining wall blocks from Arrowhead Precast, LLC as primary supplier for line item 1 and line items 4 through 52, and Industrial Precast Inc. as primary supplier for line items 2 and 3, in variable amounts, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-12 Tabulation



Bid: 17-12
Date: 10-26-16
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Official Bid Tabulation

Bid 17-12, Retaining Wall Blocks

Arrowhead Precast, LLC

Industrial Precast Inc.

Section 1: North Shore Granite or Limestone Face

Item	Description	Est Qty	PRICE PER UNIT	EXTENDED PRICE	PRICE PER UNIT	EXTENDED PRICE
1	Full Top Block 28" or 24" Series	100	\$ 66.47	\$ 6,647.00	\$ 85.00	\$ 8,500.00
2	Half Top Block – 28" or 24" series	25	\$ 54.86	\$ 1,371.50	\$ 50.00	\$ 1,250.00
3	Half Middle Block – 28" or 24" Series	25	\$ 54.86	\$ 1,371.50	\$ 50.00	\$ 1,250.00
4	Full Middle Block – 28" or 24" Series	250	\$ 78.80	\$ 19,700.00	\$ 90.00	\$ 22,500.00
5	Full Base Block - 28" or 24" Series	25	\$ 78.80	\$ 1,970.00	\$ 90.00	\$ 2,250.00
6	Full Middle Block - 41" or 39" Series	50	\$ 95.55	\$ 4,777.50	\$ 100.00	\$ 5,000.00
7	Half Middle Block – 41" or 39" Series	10	\$ 42.79	\$ 427.90	\$ 65.00	\$ 650.00
8	Full Base Block – 41" or 39" Series	25	\$ 95.55	\$ 2,388.75	\$ 100.00	\$ 2,500.00
9	Full Middle Block – 60" Series	25	\$ 128.75	\$ 3,218.75	\$ 130.00	\$ 3,250.00
10	Half Middle Block – 60" Series	10	\$ 61.03	\$ 610.30	\$ 80.00	\$ 800.00
11	Full Base Block – 60" Series	10	\$ 128.75	\$ 1,287.50	\$ 130.00	\$ 1,300.00
12	Left Corner Top Block – 24"	10	\$ 77.37	\$ 773.70	\$ 85.00	\$ 850.00
13	Right Corner Top Block – 24"	10	\$ 77.37	\$ 773.70	\$ 85.00	\$ 850.00
14	Full High Cap End Block – 24"	25	\$ 80.06	\$ 2,001.50	\$ 85.00	\$ 2,125.00
15	Full Middle Block 45"	50	\$ 110.37	\$ 5,518.50	No Bid	No Bid
16	Half Middle Block 45"	10	\$ 42.79	\$ 427.90	No Bid	No Bid
17	Full Middle Block 66"	25	\$ 126.73	\$ 3,168.25	No Bid	No Bid
18	Full Middle Block 72"	10	\$ 133.98	\$ 1,339.80	No Bid	No Bid

19	Full Middle Block 78"	10	\$ 147.72	\$ 1,477.20	No Bid	No Bid
20	Full Middle Block 84"	10	\$ 153.93	\$ 1,539.30	No Bid	No Bid
21	Full Base Block 45"	25	\$ 110.37	\$ 2,759.25	No Bid	No Bid
22	Full Base Block 66"	10	\$ 126.73	\$ 1,267.30	No Bid	No Bid
23	Full Base Block 72"	10	\$ 133.98	\$ 1,339.80	No Bid	No Bid
24	Full Base Block 78"	10	\$ 147.72	\$ 1,477.20	No Bid	No Bid
25	Full Base Block 84"	10	\$ 153.93	\$ 1,539.30	No Bid	No Bid
Section 2: Weather Edge or LedgeStone						
26	Full Top Block 28" or 24" Series	100	\$ 66.47	\$ 6,647.00	\$ 90.00	\$ 9,000.00
27	Half Top Block – 28" or 24" series	25	\$ 54.86	\$ 1,371.50	\$ 55.00	\$ 1,375.00
28	Half Middle Block – 28" or 24" Series	25	\$ 54.86	\$ 1,371.50	\$ 55.00	\$ 1,375.00
29	Full Middle Block – 28" or 24" Series	250	\$ 78.80	\$ 19,700.00	\$ 96.00	\$ 24,000.00
30	Full Base Block - 28" or 24" Series	25	\$ 78.80	\$ 1,970.00	\$ 96.00	\$ 2,400.00
31	Full Middle Block - 41" or 39" Series	50	\$ 95.55	\$ 4,777.50	\$ 107.00	\$ 5,350.00
32	Half Middle Block – 41" or 39" Series	10	\$ 42.79	\$ 427.90	\$ 69.00	\$ 690.00
33	Full Base Block – 41" or 39" Series	25	\$ 95.55	\$ 2,388.75	\$ 107.00	\$ 2,675.00
34	Full Middle Block – 60" Series	25	\$ 128.75	\$ 3,218.75	\$ 137.00	\$ 3,425.00
35	Half Middle Block – 60" Series	10	\$ 61.03	\$ 610.30	\$ 86.00	\$ 860.00
36	Full Base Block – 60" Series	10	\$ 128.75	\$ 1,287.50	\$ 137.00	\$ 1,370.00
37	Left Corner Top Block – 24"	10	\$ 77.37	\$ 773.70	\$ 90.00	\$ 900.00
38	Right Corner Top Block – 24"	10	\$ 77.37	\$ 773.70	\$ 90.00	\$ 900.00
39	Full High Cap End Block – 24"	25	\$ 80.06	\$ 2,001.50	\$ 90.00	\$ 2,250.00

40	Full Middle Block 45"	50	\$ 110.37	\$ 5,518.50	No Bid	No Bid
41	Half Middle Block 45"	10	\$ 42.79	\$ 427.90	No Bid	No Bid
42	Full Middle Block 66"	25	\$ 126.73	\$ 3,168.25	No Bid	No Bid
43	Full Middle Block 72"	10	\$ 133.98	\$ 1,339.80	No Bid	No Bid
44	Full Middle Block 78"	10	\$ 147.72	\$ 1,477.20	No Bid	No Bid
45	Full Middle Block 84"	10	\$ 153.93	\$ 1,539.30	No Bid	No Bid
46	Full Base Block 45"	25	\$ 110.37	\$ 2,759.25	No Bid	No Bid
47	Full Base Block 66"	10	\$ 126.73	\$ 1,267.30	No Bid	No Bid
48	Full Base Block 72"	10	\$ 133.98	\$ 1,339.80	No Bid	No Bid
49	Full Base Block 78"	10	\$ 147.72	\$ 1,477.20	No Bid	No Bid
50	Full Base Block 84"	10	\$ 153.93	\$ 1,539.30	No Bid	No Bid
Section 3: Bin Blocks						
51	Full Bin Block – 2' x 2' x 6'	350	\$ 97.50	\$ 34,125.00	\$ 130.00	\$ 45,500.00
52	Half Bin Block – 2' x 2' x 3'	100	\$ 54.50	\$ 5,450.00	\$ 65.00	\$ 6,500.00
TOTAL BID BASED ON ESTIMATES:				\$ 177,921.80		\$ 109,645.00
			Intent to award by line item in various quantities as needed		Intent to award by line item in various quantities as needed	

***Notes Corrected Calculation Error**

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


A. Rennie, Purchasing Manager


Witness


Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0599

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 14

BID NO. 17-13 HIGH PERFORMANCE COLD MIX ASPHALT:

A RESOLUTION TO AWARD BID NO. 17-13 AND AUTHORIZE THE PURCHASE OF HIGH PERFORMANCE COLD MIX ASPHALT FROM HUTCHENS CONSTRUCTION CO. AS PRIMARY SUPPLIER AND ATLAS ASPHALT, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

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 No. 17-13 and authorizes the purchase of high performance cold mix asphalt from Hutchens Construction Co. as primary supplier and Atlas Asphalt, Inc. as secondary supplier in variable amounts and for varying prices as set forth in the bid sheet attached to this Resolution as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0599

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-13 to and authorizing the purchase of high performance cold mix asphalt from Hutchens Construction Co. as primary supplier and Atlas Asphalt, Inc. as secondary supplier as needed through the end of calendar year 2017.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Current Budget

Funds Obligated

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" box has been left blank because the exact item cost will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction project progress, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 16, 2016

SUBJECT: Bid 17-13, High Performance Cold Mix Asphalt

RECOMMENDATION:

A resolution awarding Bid 17-13 to and authorizing the purchase of high performance cold mix asphalt from Hutchens Construction Co. as primary supplier and Atlas Asphalt, Inc. as secondary supplier as needed through the end of calendar year 2017.

BACKGROUND:

Due to travel distance and staff time required to obtain the material from the low bidder, we evaluated the use of bid truck hauling services. However, when these costs were calculated, the lowest net cost for the material was obtained using the local supplier. Therefore, we recommend awarding the bid to Hutchens Construction Co as primary supplier.

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement projects outlined in the Capital Improvements Program and annual budget and work program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of these materials have been budgeted in the In-House Pavement Improvements capital project.

Attachments:

Bid 17-13 Tabulation



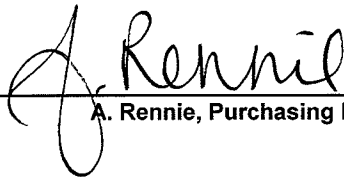
Bid: 17-13
 Date: 10/26/17
 TIME: 2:00 PM
 CITY OF FAYETTEVILLE

Bid 17-13, High Performance Cold Mix

			Atlas Asphalt, Inc.		Hutchens Construction Co.	
			Pickup Location: 1653 Batesville Blvd Batesville, AR 72501		Pickup Location: 5270 North Oak Springdale, AR 72764	
Item	Description	Est Tons	Price Per Unit	Extended Price	Price Per Unit	Extended Price
1	High Performance Cold Mix – for pick up by the City of Fayetteville at vendors location UPM - Mix	400	\$ 87.50	\$ 35,000.00	\$ 104.00	\$ 41,600.00
TOTAL BID BASED ON ESTIMATE				\$ 35,000.00		\$ 41,600.00
			Intent to award: Secondary Vendor		Intent to award: Primary Vendor	

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

CERTIFIED:


 A. Rennie, Purchasing Manager


 Witness

11/10/16
 Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0600

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 15

BID NO. 17-16 TREE GRATES AND FRAMES:

A RESOLUTION TO AWARD BID NO. 17-16 AND AUTHORIZE THE PURCHASE OF TREE GRATES AND FRAMES FOR VARYING UNIT PRICES FROM VARIOUS VENDORS AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

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 No. 17-16 and authorizes the purchase of tree grates and frames for varying unit prices from various vendors, as shown in the staff memorandum and the bid sheet attached to this Resolution, and authorizing the use of other bidders based on price and availability, as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0600

Legistar File ID

1/3/2017

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

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-16 to and authorizing the purchase of tree grates and frames from Scurlock Industries, Inc. as primary supplier for line item 1 and HD Supply Waterworks as primary supplier for line item 2, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 16, 2016

SUBJECT: Bid 17-16, Tree Grates

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-16 to and authorizing the purchase of tree grates and frames from Scurlock Industries, Inc. as primary supplier for line item 1, HD Supply Waterworks as primary supplier for line item 2, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-16 Tabulation



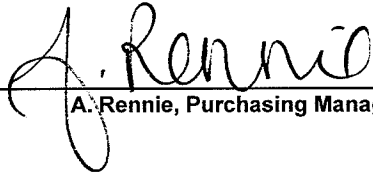
Bid:17-16
10.26.2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-16, Tree Grates

			HD Supply Waterworks		Neenah Foundry Company		Scurlock Industries, Inc	
Item	Description	Units	Price Per Unit	Extended Price	Price Per Unit	Extended Price	Price Per Unit	Extended Price
1	Tree Grate, 48 inch x 96 inch w 18 inch tree opening	50	\$ 988.90	\$ 49,445.00	\$ 967.00	\$ 48,350.00	\$ 934.45	\$ 46,722.50
2	Grate Frame w/ hardware	20	\$ 153.06	\$ 3,061.20	No Bid	No Bid	No Bid	No Bid
TOTAL BID BASED ON ESTIMATE				\$ 52,506.20		\$ 48,350.00		\$ 46,722.50
			Intent to Award: by Line item in as needed quantities		Intent to Award: by Line item in as needed quantities		Intent to Award: by Line item in as needed quantities	

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

CERTIFIED:



A. Rennie, Purchasing Manager



Witness



Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0601

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 16

BID NO. 17-17 DECORATIVE FENCING:

A RESOLUTION TO AWARD BID NO. 17-17 AND AUTHORIZE THE PURCHASE OF DECORATIVE FENCING FROM BARMAC ACCESS CONTROLS LLC D/B/A MODERN FENCE OF NWA AS PRIMARY SUPPLIER AND FENCE CO., INC. AS SECONDARY SUPPLIER AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

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 No. 17-17 and authorizes the purchase of decorative fencing from Barmac Access Controls LLC d/b/a Modern Fence of NWA as primary supplier and Fence Co., Inc. as secondary supplier, as shown in the staff memorandum and the bid sheet attached to this Resolution, and authorizing the use of other bidders based on price and availability, as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0601

Legistar File ID

1/3/2017

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

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-17 to and authorizing the purchase of decorative fencing from Modern Fence of NWA as primary supplier and Fence Co., Inc. as secondary supplier, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? Yes	Item Cost
Budget Adjustment Attached? No	Budget Adjustment
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 16, 2016
SUBJECT: Bid 17-17, Decorative Fencing

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-17 to and authorizing the purchase of decorative fencing from Modern Fence of NWA as primary supplier and Fence Co., Inc. as secondary supplier, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-17 Tabulation

CITY OF

Fayetteville

 ARKANSAS

Bid 17-17, Construction - Decorative Fencing

Bid:17-17

10.26.2016

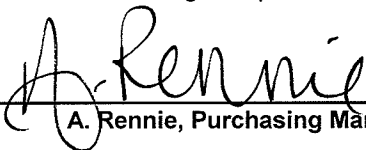
TIME: 2:00 PM

CITY OF FAYETTEVILLE

			Centerpoint Contractors, Inc.		Fence Co., Inc.		Modern Fence of NWA	
Item	Description	Linear Feet	Price Per Unit	Extended Price	Price Per Unit	Extended Price	Price Per Unit	Extended Price
1	Prefabricated Decorative Fencing, With Mounting Plates	1,500	\$ 51.00	\$ 76,500.00	\$ 48.80	\$ 73,200.00	\$ 39.75	\$ 59,625.00
2	Prefabricated Decorative Fencing, Without Mounting Plates	500	\$ 55.00	\$ 27,500.00	\$ 43.80	\$ 21,900.00	\$ 39.75	\$ 19,875.00
TOTAL BID BASED ON ESTIMATE				\$ 104,000.00		\$ 95,100.00		\$ 79,500.00
			Intent to Award: Tertiary Vendor		Intent to Award: Secondary Vendor		Intent to Award: Primary Vendor	

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

CERTIFIED:



A. Rennie, Purchasing Manager



Witness

11/16/16

Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0620

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 17

BID NO. 17-18 REFLECTORIZED PAINT MARKINGS:

A RESOLUTION TO AWARD BID NO. 17-18 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM CUSTOM PAVEMENT MAINTENANCE AND SAFETY, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

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 No. 17-18 and authorizes the purchase of reflectORIZED paint markings from Custom Pavement Maintenance and Safety, LLC in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0620

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-18 to and authorizing the purchase of reflectorized paint markings from Custom Pavement Maintenance and Safety, LLC, in variable amounts, through the end of calendar year 2017.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 16, 2016

SUBJECT: Bid 17-18, Construction – Reflectorized Paint Markings

RECOMMENDATION:

A resolution awarding Bid 17-18 to and authorizing the purchase of reflectorized paint markings from Custom Pavement Maintenance and Safety, LLC, in variable amounts, through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program. Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

DISCUSSION:

The low bid was submitted by Custom Pavement Maintenance and Safety, LLC.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS:

Bid 17-18 Tabulation



OFFICIAL BID TABULATION

BID: 17-18
DATE: 11/29/16
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-18, Construction - Reflectorized Paint Markings Rebid

Item	Description	Est. Qty	Unit	Asphalt Striping Services LLC		Custom Pavement Maintenance and Safety, LLC	
				Price/Unit	Ext Price	Price/Unit	Ext Price
1	Reflectorized Paint Marking - WHITE - 4 inch	35,000	LF	\$ 0.145	\$ 5,075.00	\$ 0.13	\$ 4,550.00
2	Reflectorized Paint Marking - YELLOW - 4 inch	200,500	LF	\$ 0.145	\$ 29,072.50	\$ 0.13	\$ 26,065.00
3	Reflectorized Paint Marking Arrows - WHITE	110	EA	\$ 100.000	\$ 11,000.00	\$ 95.00	\$ 10,450.00
4	Reflectorized Paint Marking (Words Only: Lane, etc)	100	EA	\$ 100.000	\$ 10,000.00	\$ 95.00	\$ 9,500.00
5	Reflectorized Paint Marking - (Symbols only: Bike, ADA, Etc.)	75	EA	\$ 60.000	\$ 4,500.00	\$ 90.00	\$ 6,750.00
6	Reflectorized Paint Marking - YELLOW (4 inch walk-behind trail striping)	30,000	LF	\$ 0.300	\$ 9,000.00	\$ 0.28	\$ 8,400.00
TOTAL BID BASED ON ESTIMATES					\$ 68,647.50		\$ 65,715.00

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

Secondary

Primary

CERTIFIED:

A. Rennie

A. RENNIE, PURCHASING MGR

[Signature]
WITNESS

12/01/2016
DATE



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0634

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 18

BID NO. 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS:

A RESOLUTION TO AWARD BID NO. 17-19 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

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 No. 17-19 and authorizes the purchase of waste disposal services for construction debris from S&R Trucking Winslow, LLC and Holtzclaw Excavating, Inc. in variable amounts and for varying unit prices, with the supplier to be selected depending on the distance from each individual job site to the disposal site, as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0634

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution awarding Bid 17-19 to and authorizing the purchase of waste disposal for construction debris from S & R Trucking Winslow, LLC and Holtzclaw Excavating, Inc., determining which will be used on a case by case basis depending on the distance from each individual job site to the disposal site, as needed through the end of calendar year 2017.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 16, 2016

SUBJECT: Bid 17-19, Waste Disposal for Construction Debris

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-19 to and authorizing the purchase of waste disposal for construction debris from S & R Trucking Winslow, LLC and Holtzclaw Excavating, Inc., determining which will be used on a case by case basis depending on the distance from each individual job site to the disposal site, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund.

Attachments:

Bid 17-19 Tabulation

OFFICIAL BID TABULATION

Bid 17-19, Waste Disposal for Construction Debris Rebid

Waste Disposal Location:			Hotzclaw Excavating, Inc.		Redline Contractors		S & R Trucking	
			6922 W. Wedington, Fayetteville, AR		5350 Parsons Rd, Springdale, AR		Campbell Loop Rd, Greenland	
Item	Description	Est Qty	Price Per Unit	Extended Price	Price Per Unit	Extended Price	Price Per Unit	Extended Price
1	Wase Disposal Services for Construction Debris Consisting of soil, rock, and concrete product	2,500	\$ 10.00	\$ 25,000.00	\$ 62.00	\$ 155,000.00	\$ 9.95	\$ 24,875.00
TOTAL BID BASED ON ESTIMATE				\$ 25,000.00		\$ 155,000.00		\$ 24,875.00
			Secondary		Tertiary		Primary	

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

CERTIFIED: Andrea Rennie
A. Rennie, Purchasing Agent

[Signature]
Witness

12/02/16
Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0642

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 19

BID NO. 17-20 TRUCK HAULING SERVICES:

A RESOLUTION TO AWARD BID NO.17-20 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM GARMAN TRUCKING, LLC AT THE RATE OF \$72.50 PER HOUR AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

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 No. 17-20 and authorizes the purchase of truck hauling services from Garman Trucking, LLC at the rate of \$72.50 per hour and further authorizes the use of other bidders based on price and availability as needed through the end of 2017.

City of Fayetteville Staff Review Form

2016-0642

Legistar File ID

1/3/2017

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

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-20 to and authorizing the purchase of truck hauling services from Garman Trucking and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? Yes	Item Cost
Budget Adjustment Attached? No	Budget Adjustment
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 16, 2016

SUBJECT: Bid 17-20, Truck Hauling Services

RECOMMENDATION:

Staff recommends a resolution awarding Bid 17-20 to and authorizing the purchase of truck hauling services from Garman Trucking and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2017.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 17-20 Tabulation



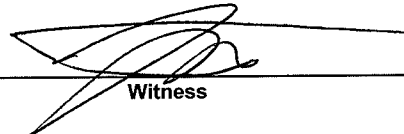
Bid: 17-20
12/7/2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Official Bid Tabulation

Bid 17-20, Truck Hauling Services Rebid

Item	Description	Est Hours	Garman Trucking, LLC		Leming and Sons Trucking Inc.		S & R Trucking LLC		Sweetser Construction Inc	
			Price Per Unit	Ext Price	Price Per Unit	Ext Price	Price Per Unit	Ext Price	Price Per Unit	Ext Price
1	Truck Hauling Services – Asphalt Hauling Hot mix asphalt from plant to paver. Truck bed shall be clean and free of contaminates. No trail hitches protruding past rear tires. COMPANIES THAT BID ON THIS LINE ITEM SHALL BE WILLING TO HAUL THE ASPHALT!!!!	1,500	\$72.50	\$108,750.00	\$77.00	\$115,500.00	\$74.95	\$112,425.00	\$75.00	\$112,500.00
2	Truck Hauling Services – Miscellaneous Hauling excavation/construction debris which may include rock, dirt, chunks of concrete, etc. EXCLUDES ASPHALT.	500	\$72.50	\$36,250.00	\$77.00	\$38,500.00	\$74.95	\$37,475.00	\$75.00	\$37,500.00

CERTIFIED: 
A. Rennie, Purchasing Manager


Witness

12/8/16

Date:



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0633

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 20

2017 PROPOSED ASPHALT OVERLAY PROJECTS:

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2017

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 Transportation Division Overlay and Sidewalk Projects list for 2017. A copy of the 2017 Overlay and Sidewalk Projects list is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2016-0633

Legistar File ID

1/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John Nelson

12/5/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY/SIDEWALK PROJECTS LIST FOR 2017.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution # 5173

Original Contract Number:

Approval Date:

Comments: Funds for labor, equipment, materials and services are included in the 2017 Capital Budget

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Department Director

FROM: John Nelson, Management Accounting Coordinator

DATE: December 5, 2016

SUBJECT: Approval of 2017 Overlay/Sidewalk Projects

RECOMMENDATION:

Staff and the Transportation Committee recommend a resolution approving the Transportation Division asphalt overlay/sidewalk projects list for 2017. The 2017 project list was presented to the Transportation Committee on November 29, 2016. The Transportation Committee requests the final list be presented to the City Council for its approval by resolution in accordance with Ordinance No. 5173.

BACKGROUND:

The Transportation Division reviews the need for street overlays and sidewalk improvements based on conditions, requests, and other factors. The In-House Pavement Improvements program includes asphalt, curb and guttering, pavement striping, and preparation costs for the overlays. The Sidewalk Improvements program improves the connectivity of the sidewalk system by constructing new sidewalk and replacing or repairing existing sidewalks throughout the city. This project also includes funding for ADA accessible ramps.

DISCUSSION:

The proposed 2017 overlay project list presents a total of 29,768 linear feet or 5.4 miles of street overlays and 4.3 miles of street microsurfacing.

The 2017 sidewalk improvements project list proposes a total of 6,738 linear feet.

BUDGET/STAFF IMPACT:

Funds for labor, equipment, materials, and services are included in the 2017 Capital Budget: (In-House Pavement Improvements \$1,707,000 and Sidewalk Improvements \$750,000)

Attachments:

2017 Proposed Asphalt Overlay Projects
2017 Proposed Asphalt Micro Seal Projects
2017 Proposed Sidewalk Projects

2017 Proposed Asphalt Overlay Projects

Ward	Street	From	To	Length (ft)
1	5 th Street	Happy Hollow Rd.	Dead End	1,437
1	Sherman	5 th Street	Huntsville Rd.	560
1	South Street	College Ave.	Archibald Yell Blvd.	932
1	Hill Avenue	MLK Blvd.	11 th Street	1,619
1	Ellis Avenue	Hill Ave.	15 th Street	1,662
2	Frisco St.	Frisco Ave.	Maple St.	612
2	Alley 35	College Ave.	Meadow Ave.	520
2	Walnut	Rebecca St.	Gunter St.	689
2	Alley 729	Stone St.	Dead End	176
2	Leverett Ave.	Poplar St.	North St.	4,060
2	Stadium Dr.	Clinton Dr.	Leroy Pond Dr.	800
2	Clinton Dr.	Stadium Dr.	300 feet East	300
2	North St.	Mission Blvd.	Gregg Ave.	5,269
2	Maple St.	College Ave.	Highland Ave.	400
2	Gunter St.	Mission Blvd.	Walnut Ave.	924
3	Joyce Blvd.	Old Missouri Rd.	Vantage Dr.	500
3	Joyce Blvd.	Crossover Rd.	Old Missouri Rd.	6,528
4	Cleveland Ave.	Garland Ave.	Razorback Rd.	1,580
4	46 th Ave.	Wedington Rd.	Tumbleweed St.	1,200
All	Spot Repairs as needed			
Total Overlay Miles:				5.64

2017 Proposed Asphalt Micro Seal Projects

Ward	Street	From	To	Length (ft)
3	Township St.	Vandergriff Dr.	Cul de sac	2,507
3	Covington Blvd.	Mission Blvd.	Township St.	1,710
3	Chatsworth Rd.	Worthington Way	Cul de sac	2,310
3	Worthington Way	Township St.	Chatsworth Rd.	1,085
3	Fennchurch Way	Township St.	Chatsworth Rd.	1,028
3	Middleton Way	Township St.	Chatsworth Rd.	1,000
3	Litchfield Ln.	Township St.	Chatsworth Rd.	381
3	Kittery Ln.	Township St.	Chatsworth Rd.	326
3	Norwich Ln.	Worthington Way	Chatsworth Rd.	800
3	Inverness Ln.	Township St.	Dead End	120
3	Aspen Dr.	Mission Blvd.	Redwood Dr.	1,578
3	Redwood Dr.	Aspen Dr.	Blue Mesa Dr.	462
3	Blue Mesa Dr.	Aspen Dr.	Redwood Dr.	1,157
4	Meadowlands Dr.	Wedington Dr.	Rupple Rd.	2,295
4	Crown Flower Dr.	Queen Ann Lace Dr.	Larkspur Dr.	440
4	Queen Ann Lace Dr.	Bell Flower Dr.	Blazing Star Dr.	915
4	Blazing Star Dr.	Queen Ann Lace Dr.	Bell Flower Dr.	611
4	Larkspur Ln.	Daisy Ln.	Daisy Ln.	828
4	Bell Flower Dr.	Blazing Star Dr.	Meadowlands Dr.	765
4	Wordsworth Ln.	Cul de sac	Meadowlands Dr.	531
4	Alley 4105	Alley 798	Meadowlands Dr.	565
4	Alley 798	Alley 4105	Alley 4040	288
4	Alley 4040	Alley 798	Meadowlands Dr.	678
4	Alley 766	Wordsworth Ln.	Alley 4040	88
Total Micro Seal Miles:				4.26

2017 Proposed Sidewalk Projects

Ward	Street	From	To	Placement	Length (ft)
1	S. School Ave.	Shopping Center	19 th Street	East side	1,225
2	Deane St.	Porter Rd.	Sang Ave.	South side	1,310
2	Gregg Ave.	Existing Sidewalk	Elm St.	East side	480
2	Gregg Ave.	Lafayette St.	Dickson St.	East side	265
2	Green Acres Rd.	Elm St.	Poplar St.	West side	600
2	Porter Rd.	Sycamore St.	Houston St.	West side	288
3	Old Missouri Rd.	Cinnamon Way	Honeysuckle Ln.	West side	300
4	Clearwood Dr.	Existing Sidewalk	Salem Rd.	North side	310
4	Mt. Comfort Rd.	City Limits	Hidden Creek Dr.	North side	735
4	Salem Rd.	Existing Sidewalk	Clearwood Dr.	West side	225
All	Maintenance Repairs	Various	Locations	Any	1,000
				Total Footage:	6,738



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0647

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 21

SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT:

A RESOLUTION TO APPROVE THE PURCHASE OF A POLICE PACKAGE CHEVROLET TAHOE FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS IN THE AMOUNT OF \$31,262.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE 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 approves the purchase of a Police Package Chevrolet Tahoe from Superior Automotive Group of Siloam Springs in the amount of \$31,262.00, pursuant to a state procurement contract, for use by the Police Department.

City of Fayetteville Staff Review Form

2016-0647

Legistar File ID

1/3/2017

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

Jesse Beeks/Sara Glenn

12/14/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Chevrolet Tahoe, Police Package available for the State Contract price of \$31,262.00 from Superior Chevrolet of Siloam Springs, AR for use by the Police Department.

Budget Impact:

9700.770.1920-5802.00

Shop Fund

Account Number

Fund

02081.2017

Police/Passenger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 258,000.00

Funds Obligated \$ -

Current Balance \$ 258,000.00

Does item have a cost? Yes

Item Cost \$ 31,262.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 226,738.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: December 14, 2016

SUBJECT: Purchase of one Tahoe for Police

RECOMMENDATION:

That City Council approve the purchase of one Chevrolet Tahoe, Police Package available for the State Contract price in the amount of \$31,262.00 from Superior Chevrolet of Siloam Springs, AR for use by the Police Department.

BACKGROUND:

The presence of marked patrol vehicles have a positive effect on crime prevention and community policing efforts and residents feel safer. Take-home vehicles last longer due to officers' sense of ownership and the vehicles are not being used 24/7 by several officers. Officers with take-home vehicles are more readily available to respond to an emergency or critical incident. Also, a take-home vehicle program is excellent for recruitment and retention of police officers. It allows the Fayetteville Police Department to compete with neighboring agencies in Springdale, Rogers and Bentonville; all of these police departments have a take-home vehicle program. Funding for Police Take Home Vehicles are included in the current Capital Improvements Program.

DISCUSSION:

Fleet recommends the purchase of one Chevrolet Tahoe, Police Package available for the State Contract price in the amount of \$31,262.00 from Superior Chevrolet of Siloam Springs, AR for use by the Police Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this purchase.

This purchase was approved by the Equipment Committee on December 13, 2016.

Attachments:



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0648

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 22

SUPERIOR CHEVROLET - POLICE DEPARTMENT:

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$23,329.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE 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 approves the purchase of a Chevrolet Traverse from Superior Chevrolet of Siloam Springs in the amount of \$23,329.85, pursuant to a state procurement contract, for use by the Police Department.

City of Fayetteville Staff Review Form

2016-0648

Legistar File ID

1/3/2017

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

Jesse Beeks/Sara Glenn

12/14/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Chevrolet Traverse available for the State Contract price of \$23,329.85 from Superior Chevrolet of Siloam Springs, AR for use by the Police Department.

Budget Impact:

9700.770.1920-5802.00

Shop Fund

Account Number

Fund

02081.2017

Police/Passenger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 226,738.00

Funds Obligated \$ -

Current Balance \$ 226,738.00

Does item have a cost? Yes

Item Cost \$ 23,329.85

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 203,408.15

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: December 14, 2016

SUBJECT: Purchase of one Traverse for Police

RECOMMENDATION:

That City Council approve the purchase of one Chevrolet Traverse is available for the State Contract price of \$23,329.85 from Superior Chevrolet of Siloam Springs, AR. for use by the Police Department.

BACKGROUND:

The Training Division's responsibilities have grown with the department's accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA), as well as the addition and turnover of police officers within our department. An additional vehicle is needed to help provide transportation to the many training events required to meet responsibilities that has come with accreditation and growth. This expansion was approved with the 2017 budget.

DISCUSSION:

Fleet recommends the purchase of one Chevrolet Traverse is available for the State Contract price of \$23,329.85 from Superior Chevrolet of Siloam Springs, AR. for use by the Police Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this purchase.

This purchase was approved by the Equipment Committee on December 13, 2016.

Attachments:



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0650

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 23

SUPERIOR CHEVROLET - POLICE DEPARTMENT:

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE AWD FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,188.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE 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 approves the purchase of a Chevrolet Traverse AWD from Superior Chevrolet of Siloam Springs in the amount of \$25,188.21, pursuant to a state procurement contract, for use by the Police Department.

City of Fayetteville Staff Review Form

2016-0650

Legistar File ID

1/3/2017

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

Jesse Beeks/Sara Glenn

12/14/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Chevrolet Traverse AWD available for the State Contract price of \$25,188.21 from Superior Chevrolet of Siloam Springs, AR for use by the Police Department.

Budget Impact:

2300.200.9300-5802.00

Impact Fees

Account Number

Fund

07001.3

Police Impact Fee Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 34,000.00

Funds Obligated \$ -

Current Balance \$ 34,000.00

Does item have a cost? Yes

Item Cost \$ 25,188.21

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 8,811.79

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: December 14, 2016

SUBJECT: Purchase of one Traverse for Undercover Police

RECOMMENDATION:

That City Council approve the purchase of one Chevrolet Traverse AWD available for the State Contract price of \$25,188.21 from Superior Chevrolet of Siloam Springs, AR for use by the Police Department.

BACKGROUND:

Police is requesting an expansion undercover vehicle for their expansion detective. This vehicle will be used for crime scene investigation, transportation of evidence, providing safe transportation for non-uniformed and unarmed civilian personnel, covert patrolling, as well as surveillance and intelligence gathering. This expansion was approved with the 2017 budget.

DISCUSSION:

Fleet recommends the purchase of one Chevrolet Traverse AWD is available for the State Contract price of \$25,188.21 from Superior Chevrolet of Siloam Springs, AR for use by the Police Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this purchase.

This purchase was approved by the Equipment Committee on December 13, 2016.

Attachments:



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0651

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 24

SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION:

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,578.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, 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 approves the purchase of a Chevrolet Traverse from Superior Chevrolet of Siloam Springs in the amount of \$25,578.21, pursuant to a state procurement contract, for use by the Water and Sewer Operations Division.

City of Fayetteville Staff Review Form

2016-0651

Legistar File ID

1/3/2017

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

Jesse Beeks/Sara Glenn

12/14/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Chevrolet Traverse available for the State Contract price of \$25,578.21 from Superior Chevrolet of Siloam Springs, AR for use by the Water & Sewer.

Budget Impact:

9700.770.1920-5802.00

Shop Fund

Account Number

Fund

02081.2016

Police/Passanger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 203,408.15

Funds Obligated \$ -

Current Balance \$ 203,408.15

Does item have a cost? Yes

Item Cost \$ 25,578.21

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 177,829.94

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: December 14, 2016

SUBJECT: Purchase of one Traverse for Water & Sewer

RECOMMENDATION:

That City Council approve the purchase of one Chevrolet Traverse available for the State Contract price of \$25,578.21 from Superior Chevrolet of Siloam Springs, AR for use by the Water & Sewer.

BACKGROUND:

Unit 1160 is a 2006 Ford Explorer and has exceeded its expected 8 year life. This vehicle is used by the Water and Sewer Operations Manager as a take home unit for fast response to emergency issues. It is also used to transport employees to training. It is currently at 71% of its purchase price in life to date maintenance cost.

DISCUSSION:

Fleet recommends the purchase of one Chevrolet Traverse available for the State Contract price of \$25,578.21 from Superior Chevrolet of Siloam Springs, AR for use by the Water & Sewer.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on December 13, 2016.

Attachments:



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0641

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 25

SUSAN SULLIVAN D/B/A FLYING Q:

A RESOLUTION TO APPROVE A SPECIAL USE PERMIT ALLOWING SUSAN SULLIVAN D/B/A FLYING Q TO OPERATE A GUIDED HORSEBACK TRAIL RIDE BUSINESS ON THE LAKE SEQUOYAH EQUESTRIAN TRAILS FOR A FEE OF \$5.00 PER HORSE ON EACH TRAIL RIDE

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 Special Use Permit allowing Susan Sullivan d/b/a Flying Q to operate a guided horseback trail ride business on the Lake Sequoyah equestrian trails for a fee of \$5.00 per horse on each outing.

City of Fayetteville Staff Review Form

2016-0641

Legistar File ID

1/3/2017

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

Byron Humphry

12/14/2016

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to approve a Special Use Permit with Flying Q allowing them to offer guided horseback trail rides at Lake Sequoyah.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

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:

TO: Mayor Jordan

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

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: December 14, 2016

SUBJECT: **A resolution approving a Special Use Permit for Flying Q to offer guided horseback trail rides at Lake Sequoyah.**

RECOMMENDATION:

Parks and Recreation Staff recommends approval of a resolution to approve a Special Use Permit to allow Flying Q to offer guided horseback trail rides at Lake Sequoyah.

BACKGROUND:

On June 1, 2015, Parks Board approved a proposal from the Lake Sequoyah Riding Club to make improvements to trails at Lake Sequoyah to accommodate equestrian use according to City Code §97.069 Horseback Riding. The proposal to designate a portion of the trails on the west side of Lake Sequoyah was approved for a one-year trial period in order to evaluate potential trail conflicts and trail condition. See attached map. The Lake Sequoyah Riding Club agreed to rebuild three damaged areas of the existing trail and to conduct ongoing maintenance of the equestrian trails that involved repairs, limb trimming, and other necessary work to keep the trails in good condition for all users.

Upon completion of the one-year trial period, it was determined that there were no issues or trail user conflicts with the equestrian designation, and in fact the trails were better maintained and usable due to the equestrian use than similar trails at the lake without the designated equestrian use. At that point it was voted upon by Parks and Recreation Advisory Board on June 6, 2016 to permanently designate the trails at Lake Sequoyah for equestrian use. Parks staff installed trailhead signage and maps indicating where the equestrian trails were located and blazes were installed along the trails to clearly identify where horses were allowed to ride.

DISCUSSION:

With the permanent equestrian designation of trails on the west side of Lake Sequoyah, the City was approached by Flying Q requesting to offer guided trail rides on the equestrian trails located on City property. Flying Q is located in close proximity to Lake Sequoyah and was involved with the Lake Sequoyah Riding Club's efforts to improve and maintain the trails for equestrian use.

A special permit was drafted with the help of the City Attorney's office to establish a manner in which Flying Q could operate as a concessionaire and pay the City a portion of each fee collected for trail rides. It was agreed upon that a \$5 per horse, flat fee would be the easiest approach and would be made payable to the City monthly. The permit would be valid for one

year and would be renewable for up to five years upon mutual consent. The City reserves the right to terminate the permit at any time if the conditions of the permit are not met or if it is in the best interest of the public. This agreement will enhance the recreational opportunities for citizens at Lake Sequoyah Park at no cost to the City.

BUDGET/STAFF IMPACT:

There is no budget impact for the approval of this permit. Trail maintenance will continue to be a partnership with the Lake Sequoyah Riding Club of which Flying Q is a member. Flying Q estimates they could offer approximately 1,000 trail rides per year which would result in \$5,000 per year in revenues to the City.

Attachments:

Flying Q Special Use Permit

Map of Equestrian Trails at Lake Sequoyah

SPECIAL USE PERMIT

HORSEBACK RIDING ON LAKE SEQUOYAH EQUESTRIAN TRAILS

Applicant Name: Susan Sullivan

Business Name: Flying Q Business Type: Individual Corporation/LLC/Partnership/Nonprofit

Applicant's Address: 315 S. Lake Sequoyah Dr., Fayetteville, AR 72701

Telephone Number: 479-283-6788 Email: susan@flyingqfarms.com

Website: www.flyingqfarms.com

1. **Areas of Operation.** Applicant shall have access to the following areas of operation: The Equestrian Trails at Lake Sequoyah (identified on the map attached as Exhibit A.)

2. **Description of Proposed Activity.** Flying Q will be offering guided trail rides on Lake Sequoyah equestrian trails.

3. **Term.** This permit shall commence on the date approved by the City of Fayetteville ("City") and shall extend for a period of up to one year, ending on December, 31 2017. Upon mutual agreement by both parties, the permit may be extended annually up to five additional years.

4. **Rent/Report.** Flying Q agrees to pay City a flat fee of \$5 per horse for trail rides that occur on the Lake Sequoyah equestrian trails, or any portion of those trails, no later than ten (10) working days following the close of each month. In addition to the rental payment, Flying Q shall file a monthly actual use report on the form supplied by the City. The rental payment and monthly report shall be delivered to the Parks and Recreation Offices at 1455 Happy Hollow Rd., Fayetteville, AR 72701. Any payments to City not made when due shall bear interest after maturity

at the maximum effective agreement rate which may be lawfully charged. Flying Q shall be responsible for paying/remitting to the State any and all sales tax payments applicable/due relating to the gross sales of trail rides at Lake Sequoyah.

5. Records. The City shall have the right at all times to examine Flying Q's books and records and verify the amount of payment due to the City. Any errors or omissions shall be adjusted.

6. Use. The areas of operation shall be used only for the purpose of horseback riding. Flying Q shall not use or allow the areas of operation to be used by its customers, employees or agents for any unlawful, improper or offensive purpose whatsoever. Trail rides should only be conducted during daylight hours and should be avoided when trail conditions are wet and muddy. Additionally, Flying Q shall at no time stray from the areas of operation and shall not allow its horses on any City property not clearly designated as an equestrian trail, trailhead or loading/unloading area.

7. Non-Exclusive Use. The use authorized by this permit is not exclusive. The City reserves the right of access to the areas of operation, including a continuing right of physical entry to the area for inspection, monitoring or any other purpose. The City reserves the right to allow others to use the areas of operation in any way and the lands covered by this agreement shall remain open to the public for all lawful purposes.

8. Maintenance. The City, in partnership with the Lake Sequoyah Riding Club, shall maintain the equestrian trails on Lake Sequoyah and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said trails. Flying Q shall promptly notify the Parks and Recreation Department of any needed repairs or maintenance to the trails. Flying Q is expected to work with the Lake Sequoyah Riding Club to maintain the trails according to City

standards and to be proactive about identifying trouble spots in the trail and arranging repairs/correction to these areas as soon as possible.

9. Insurance. Flying Q shall provide proof of liability insurance with a minimum coverage of:

\$300,000 for one person involved in death or injury
\$500,000 for two or more persons involved in death or injury

10. Rights and Duties of Flying Q. Flying Q agrees to:

A. Conduct said business as not to interfere with other uses or activities on the property.

B. Conduct said business so as to protect the equestrian trails or other City property from damage beyond that normally associated with the regular use of the equestrian trails as set forth in this agreement.

C. Provide a description of client charges and fees and what they cover and provide City with a current rate sheet

D. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, payment of sales taxes for goods sold and services rendered in connection with Flying Q's activities on City property.

E. Indemnify and hold City harmless from any claim, demand or judgment resulting from Flying Q's use of the equestrian trails which results in the damages, trespass or injury to a third party's person or property. Said indemnity and hold harmless agreement extends to all unknown and anticipated injuries and damages directly and indirectly resulting from the use of the trails by Flying Q.

F. Flying Q shall report to the City any observations of illegal or criminal activity, any instances of serious injuries and any observations of destruction of City property.

11. Legal Effect of Permit. This permit, which is revocable and terminable, is not a contract or a lease, but rather a license to access City property and conduct limited business as authorized by this agreement. The permit does not convey any interest in real property nor does it confer any rights on any third party as beneficiary.

12. Revocation or Suspension of Permit. The City may revoke or suspend this permit in whole or in part for noncompliance with state or local laws and regulations; noncompliance with the terms of this permit; failure of the holder to exercise the privileges granted by this permit; with the consent of the holder; or at the discretion of the City, for specific and compelling reasons in the public interest. Any complaints or similar matters shall be brought to the immediate attention of the permittee, with a one-week time frame to correct any violation.

13. Miscellaneous.

A. Venue and jurisdiction for this permit shall be in Washington County, Arkansas.

B. Flying Q shall not assign any rights under this permit.

C. This permit may be amended only upon mutual written agreement signed by all parties.

Applicant:

I have read and understand the terms and conditions and agree to abide by them.

By: Susan Sullivan

Authorization is granted:

CITY OF FAYETTEVILLE

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra E. Smith, City Clerk

TRAILS OF LAKE SEQUOYAH

TRAIL ETIQUETTE (Natural Surface Trails)

- Trail users are responsible for being alert by watching and listening for others.
- Give audible warning prior to passing other trail users.
- Faster trail users should take care to avoid throwing dust or mud onto other users and should always yield to the slower moving trail user.
- Move off the trail or stop to allow horses and hikers adequate room to share the trail.
- Hikers and cyclists must always yield to horses.
- Cyclists must always yield to horses and hikers.
- Yield to other users while entering and crossing trails.
- Cyclists must control speed at all times and approach turns in anticipation of someone around the bend. Be able to stop safely within the distance you can see down the trail.
- Stay on designated trails.
- Horses and cyclists do not ride on wet or muddy trails.
- Avoid wheel lockup. If a trail is steep enough to require locking wheels and skidding, dismount and walk your bike.
- Leave no trace. Keep trails litter-free by carrying out what you carry in.
- Keep pets on leashes a maximum of four feet long.
- Remove pet waste from trail and dispose in designated trash receptacles.
- It is the responsibility of each horse rider to remove manure deposited at parking lot and on paved surfaces.
- Do not disturb wildlife.
- Respect the trails by adhering to these rules.

LEGEND

- Shoreline Trail
- Island Trail
- Spillway Trail
- Kingfisher Trail
- Rookery Trail
- Paved Roads
- Spur Road
- Park Boundary
- Fayetteville City Limits
- Trailhead
- Trail Open to Hiking
- Trail Open to Horses
- Trail Open to Bicycles

CONTOUR INTERVAL = 10'

LAKE ELEVATION = 1,169 MSL



Caution: Trails below dam involve fording of streams. Use extreme caution during periods of high water

In Case of Emergency, Call 911

SHORELINE TRAIL



1.3 miles, natural surface, mostly level

The Shoreline Trail is the predominant trail on the west side of Lake Sequoyah. It follows the shoreline offering great views of the lake and provides ready access for bank fishing. Located about mid-point on the western shoreline is the old river bridge which now serves as a popular fishing pier. Please obtain permit at marina office before fishing.

ISLAND TRAIL



1/2 mile, natural surface, short grades at river banks

The Island Trail is a short segment of trail that lies between the two spillway channels, immediately below the dam and spillway at the northwestern end of the lake. Access to the trail is from the Shoreline Trail and requires fording of the westernmost spillway below the dam. This area is not accessible during high water. Extreme caution is advised when fording this stream.

SPILLWAY TRAIL



1/2 mile, natural surface, short grades at river banks

The Spillway Trail is similar to the island trail and lies below the dam at the base of the hillside that forms the eastern shoreline. Access to this trail is from the island trail and requires fording both spillways below the dam. This area is not accessible during high water. Extreme caution is advised when fording this stream.

KINGFISHER TRAIL



1.9 miles, natural surface, short grades along hillside

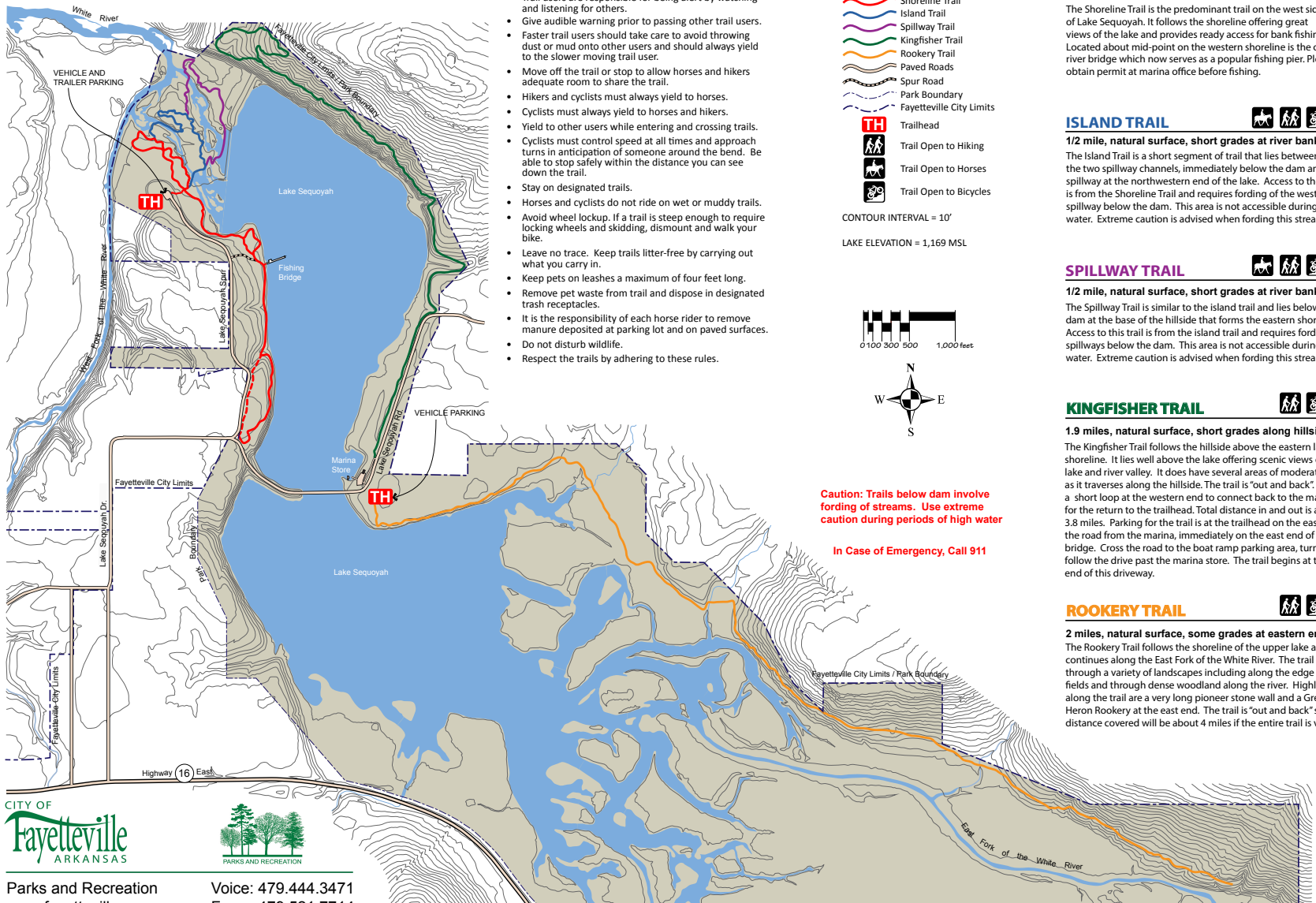
The Kingfisher Trail follows the hillside above the eastern lake shoreline. It lies well above the lake offering scenic views of the lake and river valley. It does have several areas of moderate grades as it traverses along the hillside. The trail is "out and back". It offers a short loop at the western end to connect back to the main trail for the return to the trailhead. Total distance in and out is about 3.8 miles. Parking for the trail is at the trailhead on the east side of the road from the marina, immediately on the east end of the bridge. Cross the road to the boat ramp parking area, turn and follow the drive past the marina store. The trail begins at the north end of this driveway.

ROOKERY TRAIL



2 miles, natural surface, some grades at eastern end

The Rookery Trail follows the shoreline of the upper lake and continues along the East Fork of the White River. The trail passes through a variety of landscapes including along the edge of open fields and through dense woodland along the river. Highlights along the trail are a very long pioneer stone wall and a Great Blue Heron Rookery at the east end. The trail is "out and back" so total distance covered will be about 4 miles if the entire trail is visited.



CITY OF
Fayetteville
ARKANSAS



Parks and Recreation
www.fayetteville-ar.gov

Voice: 479.444.3471
Fax: 479.521.7714



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0654

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 26

KESSLER MOUNTAIN REGIONAL PARK:

A RESOLUTION TO APPROVE A DEED RESTRICTION COVENANT RESTRICTING DEVELOPMENT IN CERTAIN PORTIONS OF KESSLER MOUNTAIN REGIONAL PARK AS REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS SECTION 404 NATIONWIDE PERMIT NUMBER 2014-00110

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 deed restriction covenant restricting development in certain portions of Kessler Mountain Regional Park as required by the U.S. Army Corps of Engineers Section 404 Nationwide Permit Number 2014-00110 and authorizes Mayor Jordan to sign the Notice of Deed Restriction, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2016-0654

Legistar File ID

1/3/2017

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

Alison Jumper

12/14/2016

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Deed Restriction Covenant for a portion of Kessler Mountain Regional Park, as required by the Corps of Engineers Section 404 Nationwide Permit Number 2014-00110.

Budget Impact:

2250.9255.520.5806.00

Parks Development

Account Number

Fund

02002.1

Regional Park

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 65,724.00

Funds Obligated \$ 48,706.00

Current Balance \$ 17,018.00

Does item have a cost? Yes

Item Cost \$ 60.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 16,958.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor Lioneld Jordan
City Council

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

FROM: Alison Jumper, Park Planning Superintendent

DATE: December 13, 2016

SUBJECT: Approval of a Deed Restriction Covenant for Kessler Mountain Regional Park, as Required by the Corps of Engineers Section 404 Nationwide Permit Number 2014-00110

RECOMMENDATION:

Staff recommends approval of a Deed Restriction Covenant for a portion of Kessler Mountain Regional Park, as Required by the Corps of Engineers Section 404 Nationwide Permit Number 2014-00110.

BACKGROUND:

Corps of Engineers Section 404 Nationwide Permit Number 2014-00110, issued for the work associated with the development of Phase One of Kessler Mountain Regional Park, requires approximately 5.84 acres be a restrictive covenant by which the site must be held in perpetuity as a wetlands area.

DISCUSSION:

The attached deed restriction is part of Kessler Mountain Regional Park Phase One. It has no impact on potential future land uses and accommodates a planned trail crossing for the Cato Springs shared use paved trail.

BUDGET/STAFF IMPACT:

County filing fees of approximately \$60 will be associated with this deed restriction and are available in project 02002.1.

Attachments:

Notice of Deed Restriction
USACOE 404 permit 2014-00110
USACOE 404 permit 214-00110 amendment

NOTICE OF DEED RESTRICTION

STATE OF ARKANSAS
COUNTY OF WASHINGTON

The City of Fayetteville, Arkansas is the owner of the real estate within its corporate limits and within Washington County, Arkansas, more particularly described as:

See Exhibit "A" attached.

For all purposes throughout this document, that real property described above and identified in the survey attached as Exhibit "B" shall be referred to as the "Property". The Property has been designated as a mitigation site associated with U.S. Army Corps of Engineers Section 404 Permit No. 2014-00110 issued on April 20, 2015 and modified on June 8, 2016 as Permit No. 2014-00110-1. The permit grants authorization to the City of Fayetteville, Arkansas for the placement of dredged and fill material in waters of the United States associated with the construction of the Kessler Mountain Regional Park.

Any purchaser of all or any part of the Property or any person having an interest in or proposing to acquire an interest in all or any part of the Property, or any person proposing to develop or improve all or any part of the Property, is hereby notified of the following development restriction affecting the Property:

- 1. Future development or land-use conversion of the wetland and stream mitigation areas, or any part thereof, for any purpose, which may interfere with, or be detrimental to wetland and stream characteristics is prohibited.**

Upon mutual agreement between the City of Fayetteville, Arkansas and the U.S. Army Corps of Engineers, this mitigation covenant may be modified due to unforeseen circumstances.

I have hereunto set my hand as Mayor of the City of Fayetteville, Arkansas on this the ____ day of January, 2017.

LIONELD JORDAN, Mayor

Attest:

SONDRA E. SMITH, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Mayor Lioneld Jordan and City Clerk Sondra Smith, to me well known, who acknowledged themselves to have authority to execute the foregoing instrument for the City of Fayetteville, Arkansas.

In WITNESS WHEREOF, I hereunto set my hand and official seal on this ____ day of January, 2017.

Notary Public

My Commission Expires: _____

EXHIBIT A

MITIGATION AREA - Tract 1

Approximately 1.540 acres in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and approximately 0.004 acres in the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), all in Section Thirty (30), Township Sixteen (16) North, Range Thirty (30) West of the 5th Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found aluminum monument (stamped "P.L.S. 1532, CS 1/16 S30 R30W T16N") for the Center South Sixteenth (CS 1/16) Corner of said Section Thirty (30); thence South 02°52'28" West along a forty acre line, 778.26 feet; thence North 87°14'51" West, 611.12 feet to a set 5/8" rebar with cap (PS 1514) for the Point Of Beginning; thence South 50°49'27" East, 45.88 feet; thence South 38°15'04" East, 72.08 feet; thence South 65°48'12" East, 96.25 feet; thence North 18°33'02" East, 37.61 feet; thence North 85°08'47" East, 66.56 feet; thence South 87°18'07" East, 126.10 feet; thence South 69°38'39" East, 115.78 feet; thence South 86°55'19" East, 105.53 feet; thence South 73°56'06" East, 28.10 feet; thence South 16°03'54" West, 88.94 feet; thence North 75°18'12" West, 11.49 feet; thence North 86°11'31" West, 110.84 feet; thence North 72°44'16" West, 126.26 feet; thence South 80°12'53" West, 177.50 feet; thence North 75°29'05" West, 182.06 feet; thence North 38°49'33" West, 79.32 feet; thence North 27°44'16" East, 117.35 feet to the Point Of Beginning, containing 1.544 acres more or less.

MITIGATION AREA - Tract 2

Part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Thirty (30), Township Sixteen (16) North, Range Thirty (30) West of the 5th Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found aluminum monument (stamped "P.L.S. 1532, CS 1/16 S30 R30W T16N") for the Center South Sixteenth (CS 1/16) Corner of said Section Thirty (30); thence South 02°52'28" West along a forty acre line, 972.43 feet; thence South 87°14'51" East, 316.80 feet to a set 5/8" rebar with cap (PS 1514) for the Point Of Beginning; thence South 87°09'43" East, 69.96 feet; thence South 87°20'46" East, 80.93 feet; thence South 88°26'19" East, 107.87 feet; thence South 85°36'19" East, 169.95 feet; thence North 63°06'20" East, 166.93 feet; thence North 63°30'13" East, 169.35 feet; thence South 27°38'33" East, 110.09 feet; thence South 59°56'30" West, 135.93 feet; thence South 28°04'45" West, 98.02 feet; thence North 33°34'14" West, 28.41 feet; thence South 84°46'46" West, 94.02 feet; thence South 65°44'28" West, 43.71 feet; thence North 70°28'04" West, 60.46 feet; thence North 89°33'28" West, 260.37 feet; thence North 82°29'29" West, 154.72 feet; thence North 02°50'17" East, 84.70 feet to the Point Of Beginning, containing 1.942 acres more or less.

MITIGATION AREA - Tract 3

Approximately 0.731 acres in the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and approximately 0.622 acres in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), all in Section Thirty (30), Township Sixteen (16) North, Range Thirty (30) West of the 5th Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found aluminum monument (stamped "P.L.S. 1532, CS 1/16 S30 R30W T16N") for the Center South Sixteenth (CS 1/16) Corner of said Section Thirty (30); thence South 02°52'28" West along a forty acre line, 795.04 feet; thence South 87°14'51" East, 1064.06 feet to a set 5/8" rebar with cap (PS 1514) for the Point Of Beginning; thence North 62°49'02" East, 64.63 feet; thence North 61°10'11" East, 124.32 feet; thence North 54°47'07" East, 35.23 feet; thence North 66°06'28" East, 103.52 feet; thence North 71°12'57" East, 26.44 feet; thence South 86°10'45" East, 133.46 feet; thence North 82°37'17" East, 30.48 feet; thence South 52°10'55" East, 147.41 feet; thence North 88°07'42" West, 189.86 feet; thence South 73°52'00" West, 103.95 feet; thence South 38°09'38" West, 61.67 feet; thence South 82°18'07" West, 16.97 feet; thence South 18°25'53" West, 39.02 feet; thence North 85°21'47" West, 78.33 feet; thence South 63°45'10" West, 88.51 feet; thence South 59°56'30" West, 34.85 feet; thence North 27°38'33" West, 108.23 feet to the Point Of Beginning, containing 1.353 acres more or less.

MITIGATION AREA - Tract 4

Approximately 0.391 acres in the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and approximately 0.610 acres in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), all in Section Thirty (30), Township Sixteen (16) North, Range Thirty (30) West of the 5th Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found aluminum monument (stamped "P.L.S. 1532, CS 1/16 S30 R30W T16N") for the Center South Sixteenth (CS 1/16) Corner of said Section Thirty (30); thence South 02°52'28" West along a forty acre line, 900.73 feet; thence South 87°14'51" East, 1152.40 feet to a set 5/8" rebar with cap (PS 1514) for the Point Of Beginning; thence North 60°25'33" East, 94.81 feet; thence South 84°57'14" East, 78.77 feet; thence North 55°28'22" East, 49.20 feet; thence North 35°23'02" East, 68.03 feet; thence North 72°42'42" East, 68.95 feet; thence South 84°32'19" East, 122.60 feet; thence South 71°26'04" East, 31.49 feet to the beginning of an 8.03 feet radius curve to the right; thence along the centerline arc of said curve, 17.33 feet the chord of which bears South 15°56'16" East 14.15'; thence South 40°53'35" West, 18.42 feet to the beginning of an 99.95 feet radius curve to the left; thence along the centerline arc of said curve 196.95 feet the chord of which bears South 53°36'40" West 166.60 feet; thence South 74°29'57" West, 179.47 feet; thence South 57°49'54" West, 91.35 feet; thence North 77°02'58" West, 27.32 feet; thence North 12°35'08" East, 11.40 feet; thence North 26°35'28" West, 93.60 feet to the Point Of Beginning, containing 1.001 acres more or less.

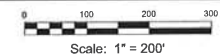
Exhibit B

LINE	BEARING	DISTANCE
L1	S 50°49'27" E	45.88'
L2	S 38°15'04" E	72.08'
L3	S 85°48'12" E	96.25'
L4	N 18°33'02" E	37.61'
L5	N 85°08'47" E	66.58'
L6	S 87°18'07" E	126.10'
L7	S 69°38'39" E	115.76'
L8	S 86°55'19" E	105.53'
L9	S 73°56'06" E	28.10'
L10	S 16°03'54" W	86.94'
L11	N 75°18'12" W	114.80'
L12	N 86°11'31" W	110.84'
L13	N 72°44'16" W	126.26'
L14	S 80°12'53" W	177.50'
L15	N 75°29'05" W	182.06'
L16	N 38°49'33" W	79.32'
L17	N 27°44'16" E	117.35'

P.O.C. TRACTS 1-4
Found Aluminum Monument
P.L.S. 1532
CS 1/16 Corner
SEC. 30
T-16-N, R-30-W

LINE	BEARING	DISTANCE
L18	S 67°09'43" E	69.96'
L19	S 87°20'46" E	80.93'
L20	S 86°26'19" E	107.87'
L21	S 85°36'19" E	169.95'
L22	N 63°06'20" E	166.93'
L23	N 63°30'13" E	169.35'
L24	S 27°38'33" E	110.09'
L25	S 59°56'30" W	135.83'
L26	S 28°04'45" W	98.02'
L27	N 33°34'14" W	28.41'
L28	S 84°46'45" W	94.02'
L29	S 65°44'28" W	43.71'
L30	N 70°28'04" W	80.46'
L31	N 89°33'28" W	260.37'
L32	N 82°29'29" W	154.72'
L33	N 02°50'17" E	84.70'

LINE	BEARING	DISTANCE
L34	N 62°49'02" E	84.63'
L35	N 61°10'11" E	124.32'
L36	N 54°47'07" E	35.23'
L37	N 66°06'28" E	103.52'
L38	N 71°12'57" E	26.44'
L39	S 86°10'45" E	133.46'
L40	N 62°37'17" E	30.48'
L41	S 52°10'55" E	147.41'
L42	N 86°07'42" W	189.86'
L43	S 73°52'00" W	103.95'
L44	S 38°09'38" W	61.67'
L45	S 82°18'07" W	16.97'
L46	S 18°25'53" W	39.02'
L47	N 85°21'47" W	78.33'
L48	S 63°45'10" W	88.51'
L49	S 59°56'30" W	34.85'
L50	N 27°38'33" W	108.23'



LINE	BEARING	DISTANCE
L51	N 80°25'33" E	94.81'
L52	S 84°57'14" E	78.77'
L53	N 55°28'22" E	49.20'
L54	N 35°23'02" E	68.03'
L55	N 72°42'42" E	68.95'
L56	S 84°32'19" E	122.60'
L57	S 71°26'04" E	31.49'
L58	S 40°53'35" W	18.42'
L59	S 74°23'57" W	178.47'
L60	S 57°49'54" W	91.35'
L61	N 77°02'58" W	27.32'
L62	N 12°35'08" E	11.40'
L63	N 26°35'28" W	93.60'

Basis of Bearing: C.O.F. E9
Convergence Angle: 1° 16' 37.789"
Combination Scale Factor: 0.999904389

LINE	BEARING	DISTANCE
C1	△ = 123°40'07"	R = 8.03'
C2	△ = 112°54'07"	R = 99.95'
	L = 17.33'	L = 196.95'
	Chord: S15°56'16" E 14.15'	Chord: S53°36'40" W 166.80'

CATO SPRINGS ROAD LLC
765-15443-200

SE 1/4, SW 1/4
SECTION 30
T-16-N, R-30-W

CATO SPRINGS ROAD LLC
765-15443-500

SE 1/4, SE 1/4
SECTION 30
T-16-N, R-30-W

CITY OF FAYETTEVILLE
765-15443-502

CATO SPRINGS ROAD LLC
765-15443-500

LEGEND

- FOUND ALUMINUM MONUMENT (PLS 1532, CS 1/16, 30-16N-30W)
- SET 5/8" IRON PIN WITH CAP (COF 1514)
- PROPERTY LINE
- MITIGATION AREA



Doc ID: 017201660002 Type: REL
Kind: SURVEY
Recorded: 12/14/2018 at 11:01:47 AM
Fee Amt: \$20.00 Page 1 of 2
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2016-00036985

CERTIFICATION: THIS IS TO CERTIFY THAT THE PLAT HEREON IS A TRUE REPRESENTATION OF THE ABOVE DESCRIBED PROPERTY AS DETERMINED BY SURVEY AND THAT I, DARYL V. DOYAL, P.S. #1514, HAVE SURVEYED AND MARKED ON THE GROUND THE BOUNDARIES AND CORNERS AS SHOWN AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN HEREIN. I AM AN EMPLOYEE OF THE CITY OF FAYETTEVILLE.

State Land Surveyor File Code: 500-16N-30W-0-30-203-72-1514

CITY OF FAYETTEVILLE REGIONAL PARK MITIGATION AREA

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701
Phone: (479) 275-4000
Fax: (479) 275-4002

CITY OF Fayetteville ARKANSAS

DATE: Sept. 15, 2016
SHEET: 1 of 2
PROJECT: MITIGATION AREA

MITIGATION AREA - TRACT 1

APPROXIMATELY 1.540 ACRES IN THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) AND APPROXIMATELY 0.004 ACRES IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼), ALL IN SECTION THIRTY (30), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT (STAMPED "P.L.S. 1532, CS 1/16 S30 R30W T16N") FOR THE CENTER SOUTH SIXTEENTH (CS 1/16) CORNER OF SAID SECTION THIRTY (30); THENCE SOUTH 02°52'28" WEST ALONG A FORTY ACRE LINE, 778.26 FEET; THENCE NORTH 87°14'51" WEST, 611.12 FEET TO A SET ¾" REBAR WITH CAP (PS 1514) FOR THE POINT OF BEGINNING; THENCE SOUTH 50°49'27" EAST, 45.88 FEET; THENCE SOUTH 38°15'04" EAST, 72.08 FEET; THENCE SOUTH 65°48'12" EAST, 96.25 FEET; THENCE NORTH 18°33'02" EAST, 37.61 FEET; THENCE NORTH 85°08'47" EAST, 66.56 FEET; THENCE SOUTH 87°18'07" EAST, 126.10 FEET; THENCE SOUTH 69°38'39" EAST, 115.78 FEET; THENCE SOUTH 86°55'19" EAST, 105.53 FEET; THENCE SOUTH 73°56'06" EAST, 28.10 FEET; THENCE NORTH 16°03'54" WEST, 88.94 FEET; THENCE NORTH 75°18'12" WEST, 11.49 FEET; THENCE NORTH 86°11'31" WEST, 110.84 FEET; THENCE NORTH 72°44'16" WEST, 126.26 FEET; THENCE SOUTH 80°12'53" WEST, 177.50 FEET; THENCE NORTH 75°29'05" WEST, 182.06 FEET; THENCE NORTH 38°49'33" WEST, 79.32 FEET; THENCE NORTH 27°44'16" EAST, 117.35 FEET TO THE POINT OF BEGINNING, CONTAINING 1.544 ACRES MORE OR LESS.

MITIGATION AREA - TRACT 2

PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY (30), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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MITIGATION AREA - TRACT 3

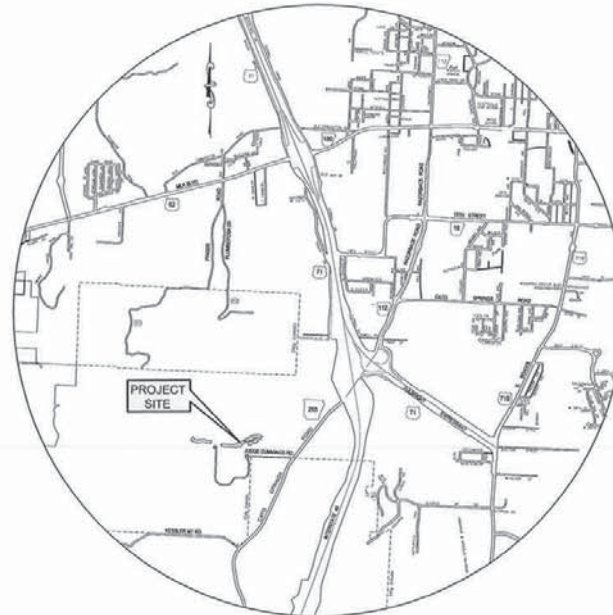
APPROXIMATELY 0.731 ACRES IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) AND APPROXIMATELY 0.622 ACRES IN THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼), ALL IN SECTION THIRTY (30), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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MITIGATION AREA - TRACT 4

APPROXIMATELY 0.391 ACRES IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) AND APPROXIMATELY 0.610 ACRES IN THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼), ALL IN SECTION THIRTY (30), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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VICINITY MAP



DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
POST OFFICE BOX 867
LITTLE ROCK, ARKANSAS 72203-0867
www.swl.usace.army.mil

RECEIVED
JUN 13 2016
Garver Fayetteville

June 8, 2016

Regulatory Division

NATIONWIDE PERMIT MODIFICATION NO. 2014-00110-1

Mr. Ryan Mountain
Garver
2049 E. Joyce Blvd.
Fayetteville, Arkansas 72703

Dear Mr. Mountain:

Please refer to your letter dated May 10, 2016, on behalf of the City of Fayetteville, concerning a proposed modification to a previously authorized mitigation area. Enclosed are new drawings for Nationwide Permit Verification No. **2014-00110**, issued on April 20, 2015, which authorizes the construction of the Fayetteville Regional Park which includes soccer, softball, and baseball fields, with associated walking trails. The new drawings will replace sheet numbers 3 of 4 and 4 of 4 dated April 2015. The project is located in sections 30 and 31, T. 16 N., R. 30 W., southwest of Fayetteville, Washington County, Arkansas.

The facility shall be constructed and maintained as described in the permit. It is your responsibility to understand and comply with the conditions of the permit and to make your employees or agents involved in the operation continuously aware of the permit conditions. If changes are proposed in the design or location of the facility, you are required by law to submit revised plans to the District Engineer for approval before construction of the change is begun.

All conditions of the original permit remain in effect. It is your responsibility and extremely important that you understand and comply with all of the conditions of the permit and that you make any of your employees or agents involved in this operation continuously aware of the permit conditions.

If you have any questions about this permit or any of its provisions, please contact me at (501) 340-1373 and refer to Permit No. **2014-00110-1**.

Please submit your comments or suggestions on our Customer Service Survey:
http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

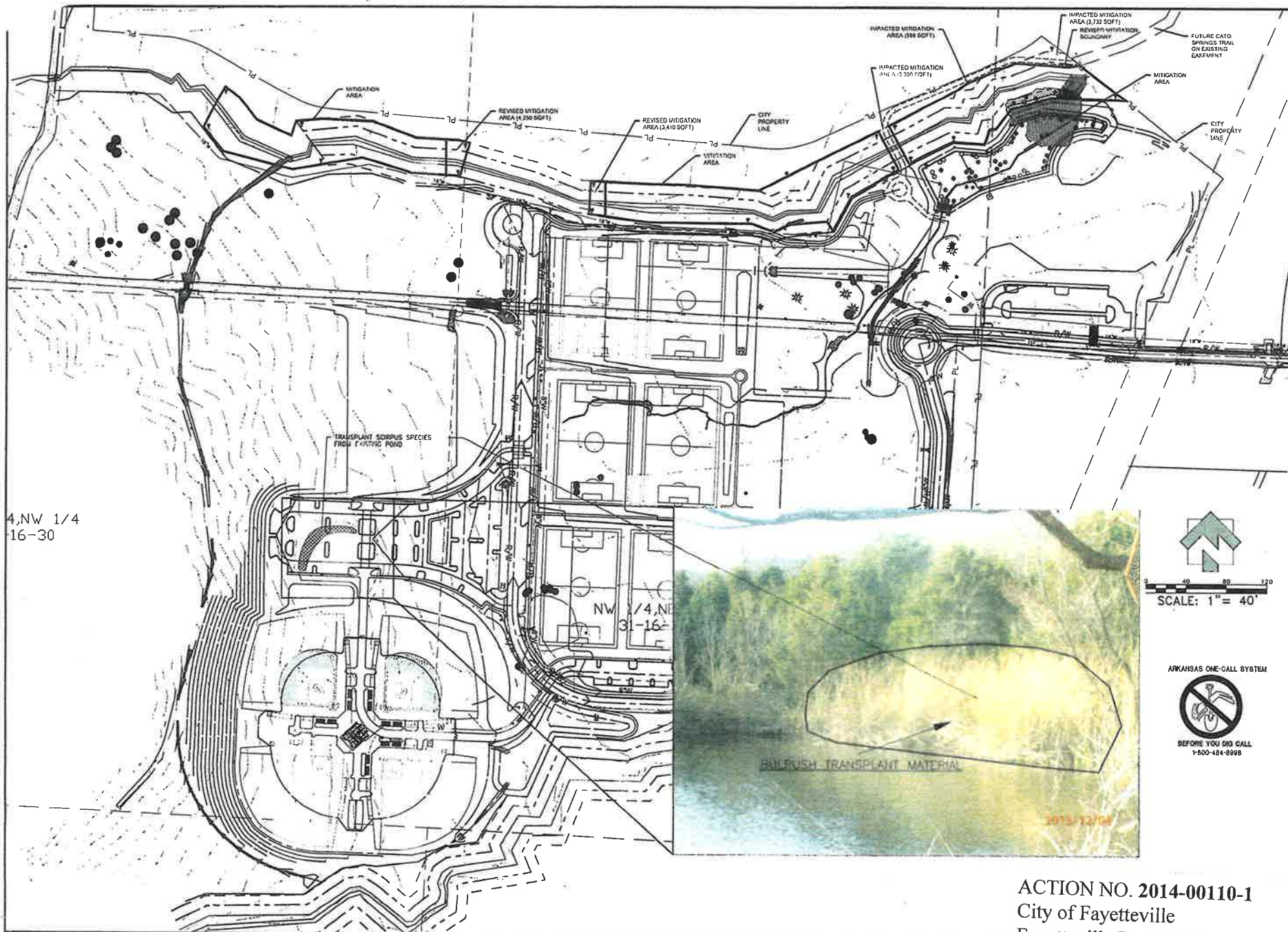
Sincerely,

A handwritten signature in black ink, appearing to read "Chris G. Davies", followed by a horizontal line.

Christopher G. Davies
Project Manager

Enclosures

cc:
Proj Mgr, Beaver Lake PO, w/cy permit
Ch, Regulatory Enf, w/cy permit



LOMBI ASSOCIATES, INC.
330 W. Cooper St., Suite 100
Fayetteville, AR 72701
(479) 326-1000
www.lombi.com

GARVER

**FAYETTEVILLE REGIONAL PARK
COMPLEX (PHASE I)**
FAYETTEVILLE, AR
CITY OF FAYETTEVILLE
WASHINGTON COUNTY
ARKANSAS

NO.	DATE	BY	REVISION
1	11/11/14	ML	INITIAL DESIGN
2	11/11/14	ML	REVISED DESIGN
3	11/11/14	ML	REVISED DESIGN
4	11/11/14	ML	REVISED DESIGN
5	11/11/14	ML	REVISED DESIGN
6	11/11/14	ML	REVISED DESIGN
7	11/11/14	ML	REVISED DESIGN
8	11/11/14	ML	REVISED DESIGN
9	11/11/14	ML	REVISED DESIGN
10	11/11/14	ML	REVISED DESIGN

PROJECT NUMBER: 1400000000
SHEET: 12
SCALE: 1" = 40'

ACTION NO. 2014-00110-1
City of Fayetteville
Fayetteville Regional Park
Sec 31, T. 16 N., R. 30 W.
June 2016
Sheet 4 of 4



DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
POST OFFICE BOX 867
LITTLE ROCK, ARKANSAS 72203-0867
www.swl.usace.army.mil

April 20, 2015

Regulatory Division

NATIONWIDE PERMIT NO. **2014-00110**

Ms. Alison Jumper
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Ms. Jumper:

Please refer to your letter dated February 13, 2015, concerning Department of the Army permit requirements pursuant to Section 404 of the Clean Water Act (33 U.S. Code 1344). You requested authorization for the placement of dredged and fill material in waters of the United States associated with the construction of the Fayetteville Regional Park which include soccer, softball, and baseball fields, with associated walking trails. The project would impact 0.42 acres of emergent wetlands and approximately 877 linear feet of unnamed intermittent streams that flow into Cato Springs Branch. The project is located in the sections 30 and 31, T. 16 N., R. 30 W., southwest of Fayetteville, Washington County, Arkansas.

The proposed activity is authorized by Department of the Army Nationwide Permit (NWP) No. 42 (copy enclosed), provided that the conditions therein, and the following added special condition, are met. You should become familiar with the conditions and maintain a copy of the permit at the worksite for ready reference. If changes are proposed in the design or location of the facilities, you should submit revised plans to this office for approval before construction of the change begins.

Special Condition:

1. The permittee (City of Fayetteville) shall provide on-site mitigation for the impacts to 0.42 acres of wetlands, and 877 linear feet of intermittent streams according to the mitigation plan titled, "Mitigation Plans and Specifications, Fayetteville Regional Park Wetland and Stream Mitigation Area", dated February 2015. Proof of mitigation shall be submitted to the US Army Corps of Engineers, Little Rock District, Enforcement Branch, within 60 days of completion of the project.

Please refer to NWP Condition No. 12, which stipulates that appropriate erosion and siltation controls be used during construction and all exposed soil be permanently stabilized. Erosion control measures must be implemented during and after construction of the proposed project to comply with this permit condition.

In order to fully comply with the conditions of the NWP, you must submit the enclosed compliance certification within 30 days of completion of the project. This is required pursuant to General Condition No. 30 of the permit.

This permit action is based upon a Corps of Engineers determination that the subject work is within the jurisdiction of the Department of the Army regulatory program. You may contact the Little Rock District Regulatory Division if you wish to discuss your options for appealing this determination.

The NWP determination will be valid until March 18, 2017. If NWP No. **42** is modified, suspended, or revoked during this period, your project may not be authorized unless you have begun or are under contract to begin the project. If work has started or the work is under contract, you would then have twelve months to complete the work.

The authorization of this work by a NWP does not relieve you of complying with other applicable local, state, and Federal laws, nor does it grant any property rights or exclusive privileges.

If you have any questions about this permit or any of its provisions, please contact me at (501) 340-1712 and refer to Permit No. **2014-00110**.

Please submit your comments or suggestions on our Customer Service Survey:
http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

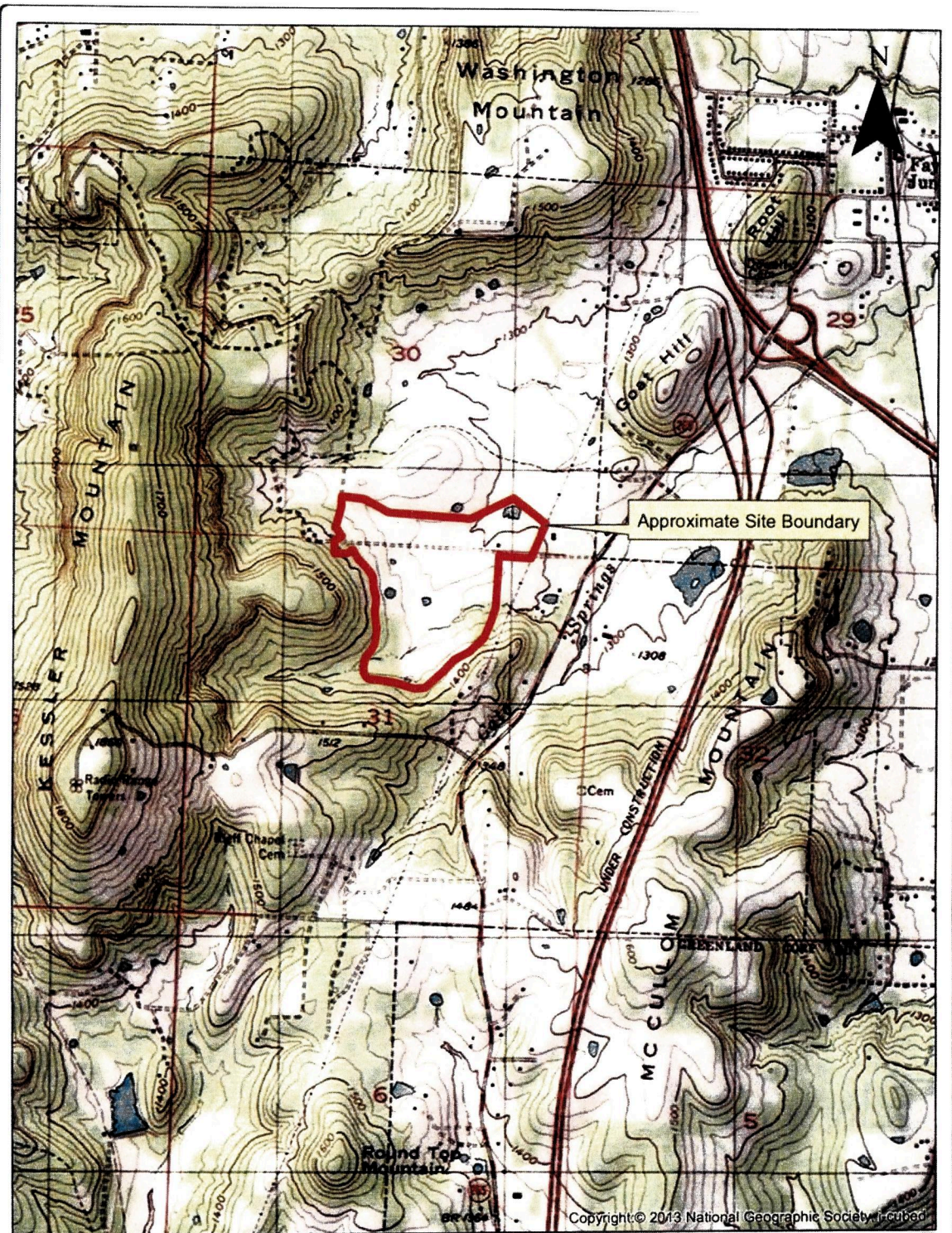


Scott Kelly
Project Manager

Enclosures

cc:

Arkansas Department of Environmental Quality, Mr. Mark Hathcote, w/cy dwgs
Proj Mgr, Beaver Lake PO
Ch, Regulatory Enf,
GIS Specialist, Mr. Kyle Green, w/cy dwgs

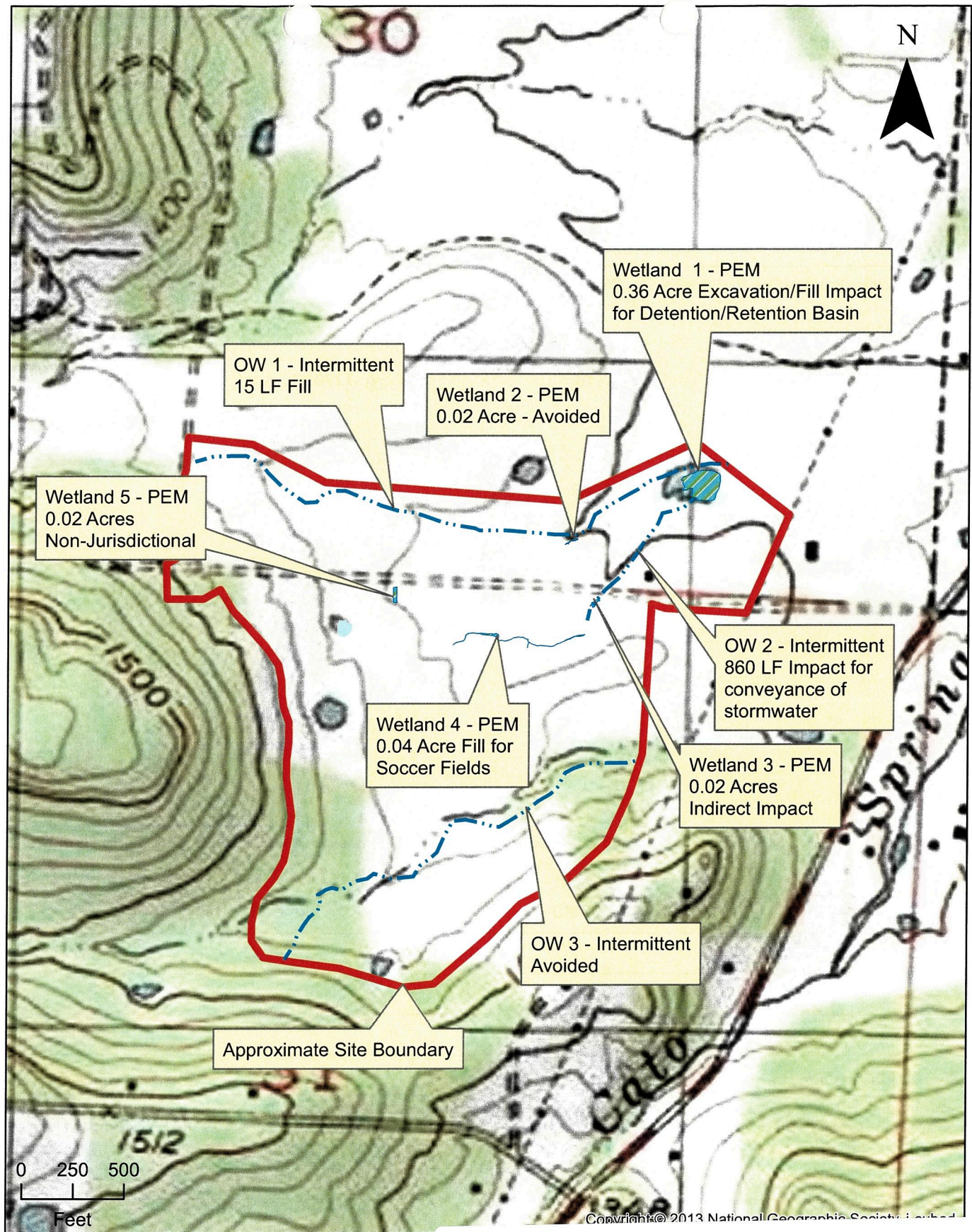


FAYETTEVILLE REGIONAL PARK
SITE LOCATION MAP

2011 Fayetteville South
7.5 Minute USGS Quadrangle Topographic Map

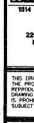
0 1,000 2,000
Feet

ACTION NO.: 2014-00110
City of Fayetteville, Arkansas
Fayetteville Regional Park
Section 31, T. 16 N., R. 30 W.
April 2015 Sheet 1 of 4



FAYETTEVILLE RE
Section 404 JD -
ESRI Aerial

ACTION NO.: 2014-00110
City of Fayetteville, Arkansas
Fayetteville Regional Park
Section 31, T. 16 N., R. 30 W.
April 2015 Sheet 2 of 4



LORRIS ASSOCIATES, INC.
 1010 Old Federal North, Suite 200
 Nashville, TN 37208
 (615) 258-0000

230 W. Croghan St., Suite 100
 Leesport, PA 19508
 (717) 358-0071

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GARVER

ADVANCE

**FAYETTEVILLE REGIONAL PARK
 COMPLEX (PHASE I)
 FAYETTEVILLE, AR
 CITY OF FAYETTEVILLE
 WASHINGTON COUNTY**

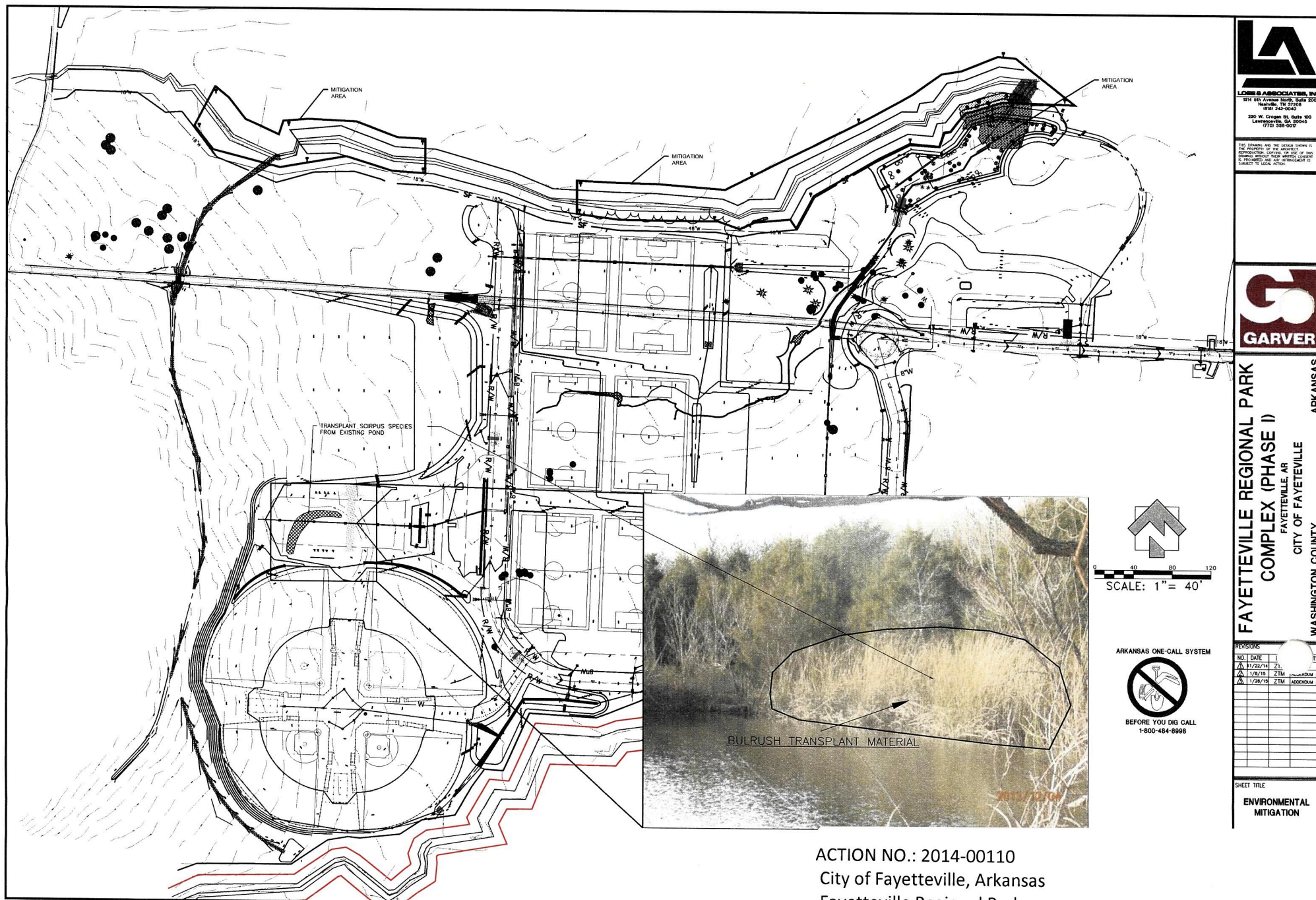
ADVANCE

REVISIONS

NO.	DATE	DESCRIPTION
1	1/22/74	Z
2	1/26/75	Z, 3
3	1/29/75	21M, 4000000

SHEET TITLE

**ENVIRONMENTAL
 MITIGATION**



LA
LOMBI ASSOCIATES, INC.
 1514 4th Avenue North, Suite 200
 Nashville, TN 37203
 615-259-5000
 280 W. Crockett St., Suite 100
 Fayetteville, AR 72701
 479-338-5007

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G
GARVER

**FAYETTEVILLE REGIONAL PARK
 COMPLEX (PHASE I)**
 FAYETTEVILLE, AR
 CITY OF FAYETTEVILLE
 WASHINGTON COUNTY
 ARKANSAS

REVISIONS

NO.	DATE	BY	REVISION
1	1/22/14	ZL	
2	1/8/15	ZTM	
3	1/26/15	ZTM	

SHEET TITLE
**ENVIRONMENTAL
 MITIGATION**

ACTION NO.: 2014-00110
 City of Fayetteville, Arkansas
 Fayetteville Regional Park
 Section 31, T. 16 N., R. 30 W.
 April 2015 Sheet 4 of 4

Nationwide Permit No. 42

Recreational Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of recreational facilities. Examples of recreational facilities that may be authorized by this NWP include playing fields (e.g., football fields, baseball fields), basketball courts, tennis courts, hiking trails, bike paths, golf courses, ski areas, horse paths, nature centers, and campgrounds (excluding recreational vehicle parks). This NWP also authorizes the construction or expansion of small support facilities, such as maintenance and storage buildings and stables that are directly related to the recreational activity, but it does not authorize the construction of hotels, restaurants, racetracks, stadiums, arenas, or similar facilities.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in minimal adverse effects. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 31.) (Section 404)

Nationwide Permit General Conditions:

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. **Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice

from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of

open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local

office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid

the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency

concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and

the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision:

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or

52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will

notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information:

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.



ARKANSAS
Department of Environmental Quality

March 16, 2012

Colonel Glen A. Masset
District Commander,
Little Rock District Corps of Engineers
P. O. Box 867
Little Rock, Arkansas 72203-0867

RE: **Public Notice: Re-issuance of Nationwide Permits**

Dear Colonel Masset:

The Arkansas Department of Environmental Quality ("ADEQ") has completed its review of the above referenced public notice for re-issuance of the U.S. Army Corps of Engineers Nationwide Permits for the State of Arkansas.

ADEQ has determined that there is a reasonable assurance that this activities covered under these Nationwide Permits will be conducted in a manner which, according to the Arkansas Pollution Control and Ecology Commission's Regulation No.2, will not physically alter a significant segment of the waterbody and will not violate the water quality criteria.

Therefore, pursuant to §401(a)(1) of the Clean Water Act, the ADEQ hereby **issues** water quality certification for this project contingent upon the following conditions:

- 1) Individual Water Quality Certification requests must be submitted to ADEQ for any activity impacting Extraordinary Resource Waters, Ecologically Sensitive Waters, and Natural and Scenic Waters as identified in Regulation No.2.
- 2) Applicant shall contact ADEQ for a Short Term Activity Authorization needs determination for activities that have the potential to violate water quality criteria.
- 3) Applicant shall comply with NPDES Stormwater Program requirements.

Sincerely,

A handwritten signature in black ink that reads "Steve Drown".

Steve Drown
Chief, Water Division

cc: Elaine Edwards, Chief Regulatory Division USACE
Rocky Presley, Branson Regulatory Field Office USACE
Wanda Boyd, Region VI, Environmental Protection Agency

PERMITTEE COMPLIANCE CERTIFICATION

PERMIT NO.: 2014-00110 **NWP/S NO.:** 42

PERMITTEE NAME: City of Fayetteville

DATE OF ISSUANCE: April 20, 2015

PROJECT MANAGER: Scott Kelly

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

**US Army Corps of Engineers, Little Rock
ATTENTION: CESWL-RD
PO Box 867
Little Rock, Arkansas 72203-0867**

Please note that your permitted activity is subject to a compliance inspection by a US Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

DATE WORK COMPLETED: _____

SIGNATURE OF PERMITTEE

DATE



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0665

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 27

SEVEN HILLS HOMELESS CENTER:

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$103,000.00 FOR UTILITIES, MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2017

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 contract with Seven Hills Homeless Center to provide funding assistance in the amount of \$103,000.00 for utilities, maintenance and repairs at the Walker Family Residential Community complex in 2017.

City of Fayetteville Staff Review Form

2016-0665

Legistar File ID

1/3/2017

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

Wade Abernathy

12/16/2016

Facilities Management /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Contract with Seven Hills Homeless Center in the amount of \$103,000 for the 2017 fiscal year to provide funding assistance for utilities, maintenance and repair at the Walker Family Residential Community facility and grounds.

Budget Impact:

1010.090.6600-5721.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 103,000.00

Funds Obligated \$ -

Current Balance \$ 103,000.00

Does item have a cost? Yes

Item Cost \$ 103,000.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

TO: Mayor Jordan, Mayor and Members of the City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A Becker, Chief Financial Officer

DATE: December 19, 2016

SUBJECT: Contract with Seven Hills Homeless Center

RECOMMENDATION:

To approve the attached contract with Seven Hills Homeless Center in the amount of \$103,000 for the 2017 fiscal year.

BACKGROUND:

A request for funding assistance to the Seven Hills Homeless Center was included in the 2017 budget approved by the City Council. The amount of that request was \$103,000. A total of \$40,700 is to be used for operating expenses such as utilities and insurances. The contract provides for that amount to be remitted on a monthly basis. The first \$3,850 is to be remitted in January followed by equal monthly payments in the amount of \$3,350.

The remaining amount of \$62,300 is to be used for much needed building repair and maintenance items which were identified by the Cities' Facilities & Building Construction Manager on the Walker Family Residential Community facility and grounds. The contract provides for the disbursement of this appropriation upon evidence of a contract or purchase commitment for work approved by the Cities Facility & Building Construction Manager. This will insure that projects funded will be those identified and agreed upon by both Seven Hills and the City. It is also recommended that Seven Hills generally follow the selection rules for third party contacts that the City follows.

City staff recommends the approval of the attached agreement.

BUDGET/Staff Impact:

This will provide for the disbursement and control of financial assistance to the Seven Hills Homeless Center for the Walker Family Residential Facility in the amount of \$103,000.

CONTRACT

Between the City of Fayetteville, Arkansas and Seven Hills Homeless Center

THIS CONTRACT is made by and between the City of Fayetteville, Arkansas ("City") and Seven Hills Homeless Center ("Seven Hills"), and the parties agree as follows:

1. **Term.** The term of this contract shall begin January 4, 2017 and end December 31, 2017.

2. **City of Fayetteville's Rights and Responsibilities.**

- a. City shall provide the amount of \$40,700.00 for operational costs incurred by Seven Hills. That amount shall be distributed in the amount of \$3,850.00 in January and eleven (11) subsequent monthly payments in the amount of \$3,350.00. Payments will be delivered to Seven Hills by the 15th of each month.
- b. City shall provide the amount of \$62,300.00 for building repair and maintenance subject to the following conditions:
 - i. Funds shall be used only for items critically needed as identified and approved by the City's Facilities & Building Construction Manager.
 - ii. City may disburse funds prior to commencement of a repair or maintenance project only upon a request that is supported by a valid contract or purchase order with a third party vendor on as needed basis approved in writing by the City's Facilities & Building Construction Manager or the City's Chief Financial Officer.
 - iii. City may reimburse Seven Hills for completed repair or maintenance work that was approved in writing prior to commencement of the work by the City's Facilities & Building Construction Manager or the City's Chief Financial Officer
 - iv. Repair and maintenance work funded by the City shall be limited to the Walker Family Residential Community complex.
- c. City, through its Purchasing Division, will be available for consultation by Seven Hills to ensure City policies for quotes and bids are followed correctly.

3. **Seven Hills Homeless Center's Rights and Responsibilities.**

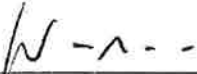
- a. Seven Hills shall comply with the City's purchasing policies for contracts and expenditures of \$1,000.00 or more, including:
 - i. Obtaining at least three written quotes for any contract or expenditure between \$1,000.00 and \$20,000.00; and
 - ii. Advertising for bids for any contract or expenditure over \$20,000.00.
- b. Seven Hills shall use the funds provided by the City only for the uses set forth in paragraph 2 above.
- c. Seven Hills shall submit quarterly reports (due no later than March 31, June 30, September 30 and December 31, 2017) to the City's Facilities & Building Construction Manager detailing:
 - i. Invoices and payments for utilities and insurance;

- ii. The status of repair and maintenance projects being funded by the City;
and
 - iii. A full accounting of the funds received by Seven Hills from the City
through the date of the report.
 - d. Seven Hills shall run its facilities and programs in an appropriate manner and
shall continue to provide the same level of services to the community as has been
provided during the six months prior to the execution of this contract.
 - e. Seven Hills shall promptly notify the City of any repair or maintenance issues of
which it becomes aware during the term of this contract.
4. **Contract Amendments.** Changes, modifications or amendments to the scope, price or
fees dictated by this Contract shall not be allowed without a prior formal Contract
amendment approved by the Mayor and the City Council of Fayetteville and by the
authorized agent of Seven Hills Homeless Center in advance of the change.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by
their authorized representative effective the date set forth below.

SEVEN HILLS HOMELESS CENTER

**CITY OF FAYETTEVILLE,
ARKANSAS**



Billy Rader, Chief Executive Officer

Lioneld Jordan, Mayor

Date: _____

Date: _____

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: 2016-0602

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

ASPHALT MATERIALS:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING 2017 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

WHEREAS, the crude oil market continues to experience price volatility; and

WHEREAS, this volatility makes normal competitive bidding procedures unworkable, impractical and not feasible; and

WHEREAS, the Transportation Division proposes to solicit and accept bids on a quarterly basis without the need for further approval of the City Council through 2017.

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 finds that such circumstances constitute an exceptional situation where formal competitive bidding is not feasible or practical, and therefore through calendar year 2017, waives the requirements of formal competitive bidding for the purchase of asphalt materials, and authorizes the Transportation Division to solicit informal bids or quotes on a quarterly basis without the need for further approval of the City Council.

City of Fayetteville Staff Review Form

2016-0602

Legistar File ID

1/3/2017

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

Terry Gulley

12/16/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

An ordinance waiving the requirements of formal competitive bidding during calendar year 2017 for the purchase of asphalt materials for use by the Transportation Division but requiring informal quarterly bids or quotes.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # 5839

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 16, 2016
SUBJECT: Bid Waiver for Asphalt Materials

RECOMMENDATION:

Staff recommends an ordinance waiving the requirements of formal competitive bidding during calendar year 2017 for the purchase of asphalt materials for use by the Transportation Division but requiring informal quarterly bids or quotes.

BACKGROUND:

Due to the fluctuations in the price of crude oil, local asphalt suppliers cannot feasibly guarantee a fixed price over a twelve month period.

DISCUSSION:

Staff recommends bidding asphalt materials on a quarterly basis without the need for further approval of the City Council, awarding the respective low bidder, and allowing for price adjustment requests based on the current bid language.

BUDGET/STAFF IMPACT:

Funds for the acquisition of these materials have been budgeted in the Street and Sales Tax Capital Improvement Funds.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0659

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

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 A PORTION OF NORTH CHURCH AVENUE BETWEEN WEST SPRING STREET AND WEST DICKSON STREET WITH THE AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$103,665.15

WHEREAS, Mark Zweig, Inc. will be developing property located at 218 North Church Avenue, a project which has been approved by the City's Planning Division; 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 current water piping; and

WHEREAS, increasing the size of this approximately 625-foot segment from a 4-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 will replace and upgrade aged infrastructure in the core of the city, providing improved service and fire protection for residents and business in the area, and will facilitate future development; 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"; and

WHEREAS, waiving formal competitive bidding 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.

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 North Church Avenue between West Spring Street and West Dickson Street with the amount to be paid by the City of Fayetteville not to exceed \$103,665.15.

City of Fayetteville Staff Review Form

2016-0659

Legistar File ID

1/3/2017

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

Tim Nyander

12/15/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH MARK ZWEIG, INC. FOR UPGRADING A WATERLINE ALONG A PORTION OF NORTH CHURCH AVENUE BETWEEN WEST SPRING STREET AND WEST DICKSON STREET AT A COST OF \$103,665.15 TO THE CITY, WHICH IS 76.5% OF THE TOTAL COST OF THE PROJECT

Budget Impact:

5400.720.5600-5808.00

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 \$ 60,917.00

Current Balance \$ 1,009,677.00

Does item have a cost? Yes

Item Cost \$ 103,665.15

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 906,011.85

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JANUARY 3, 2016

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Water and Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: December 15, 2016

SUBJECT: Cost Share Agreement with Mark Zweig, Inc. for a Water Line Upgrade on N. Church Ave.

RECOMMENDATION:

Staff recommends approval of a cost-share agreement between the City of Fayetteville and Mark Zweig, Inc., to share the costs of upgrading a waterline on N. Church Ave. between W. Spring St. and W. Dickson St. The estimated total cost of the project is \$135,510.00. The City's portion of the cost share is 76.5% of the estimated project cost, in the not-to-exceed amount of \$103,665.15.

BACKGROUND:

Mark Zweig, Inc. has requested that the City share in the cost of upgrading a 4-inch waterline to 8-inch along a portion of N. Church Ave. between W. Spring St. and W. Dickson St., a distance of approximately 625 feet, so that Mark Zweig, Inc. may develop the property located at 218 N. Church Ave.

DISCUSSION:

Upgrading this waterline will allow development of this property and will also provide for ample future capacity which the City recognizes will be necessary for the area that is served by this waterline. There are 9 other properties mentioned in Exhibit "B" that will also benefit from the waterline upgrade. Exhibit "A" shows a map of the area and the waterline to be upgraded.

BUDGET/STAFF IMPACT:

Funds for the City portion of work are available in the Water 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
Cost-Share Agreement
Map of Area (Exhibit A)
Cost Share Estimate (Exhibit B)

**CONTRACTUAL AGREEMENT FOR
COST SHARE OF WATER MAIN UPGRADE COSTS**

This Agreement, made and entered into on this ____ day of January, 2017, by and between the City of Fayetteville, Arkansas ("City") and Mark Zweig, Inc., witnesseth:

WHEREAS, Mark Zweig, Inc. received approval by the City's Planning Department on November 21, 2016, for a renovation project in the 200 block of Church Avenue; 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 625-foot segment from a 4-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 will replace and upgrade aged infrastructure in the core of the city, providing improved service and fire protection for residents and business in the area, and will facilitate future development; and

WHEREAS, the Fayetteville City Plan 2030, adopted in 2011 as the City's comprehensive land use plan, lists infill development as one of its top two goals.; 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 76.5% of the cost to upgrade approximately 625 linear feet of 4-inch water main in the area identified in Exhibit "A" to 8-inch main up to a maximum-not-to-exceed amount of \$103,665.15 as was estimated by the builder's representative and shown on Exhibit "B", attached. The 76.5% cost represents the excess materials and labor cost required to fully upgrade the water line, as well as sharing in the cost of Mark Zweig, Inc.'s portion of the project.
- 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, including submittal of plans and specifications to the City's Engineering Department, per their standard procedures.
- 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 76.5% of the cost by the City of Fayetteville in a not-to-exceed amount of \$103,665.15 with a contingency fund not-to-exceed \$20,773.03).

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 \$103,665.15 for the water main upgrade, with a contingency fund not-to-exceed \$20,733.03.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

MARK ZWEIG, INC.

By: _____

MARK ZWEIG
President

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____

LIONELD JORDAN, Mayor

ATTEST:

By: _____

Brenda D. Wallner

ATTEST:

By: _____

SONDRA SMITH, City Clerk

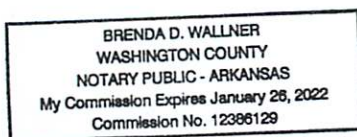


EXHIBIT A

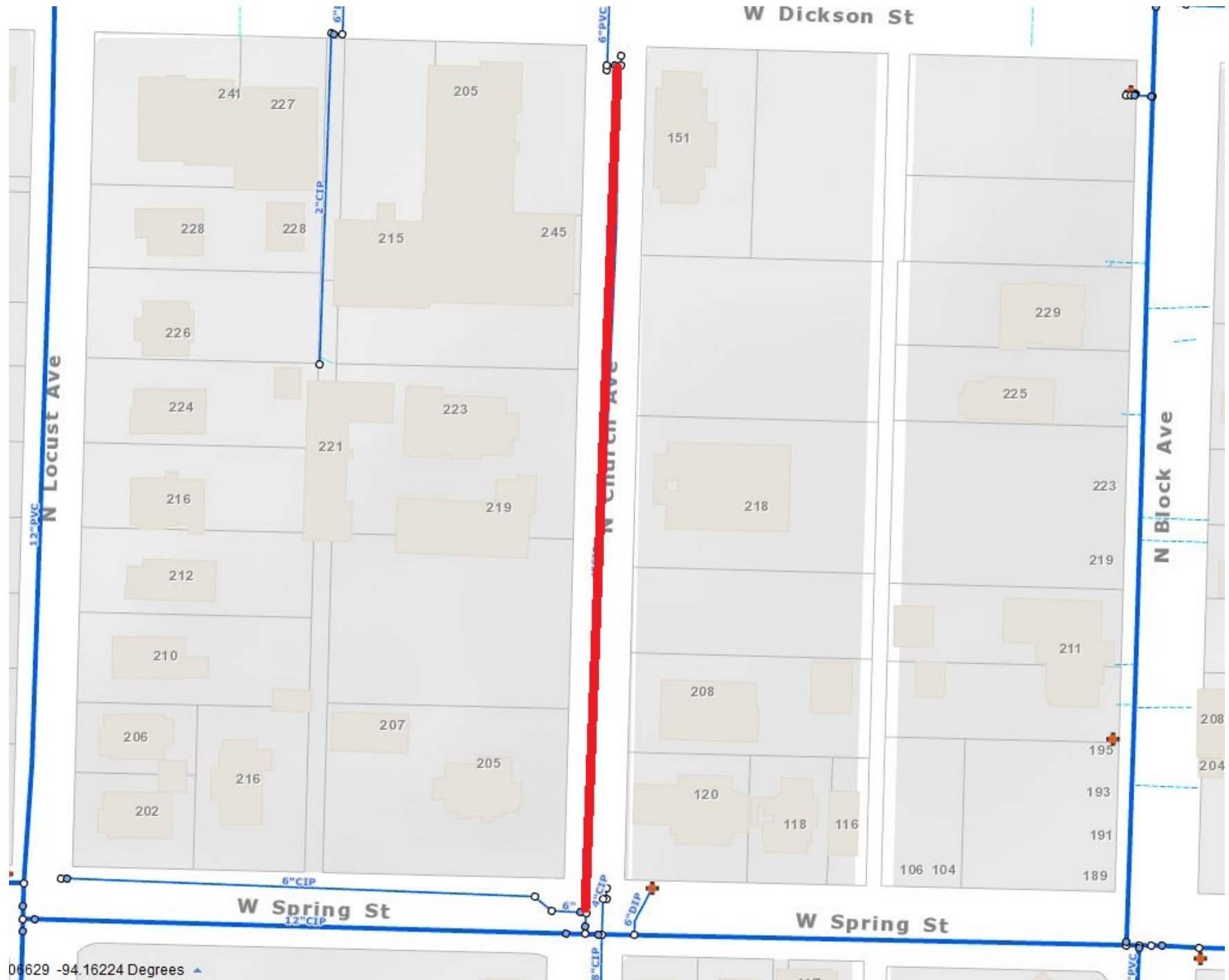


EXHIBIT B



124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

November 1, 2016

City of Fayetteville

Water & Sewer Department
113 West Mountain Street
Fayetteville, AR 72701

RE: N. Church Ave. Waterline Extension – Between Spring & Dickson Streets

In regards to the waterline extension along Church Ave. north of Spring St we have developed the following preliminary cost estimate:

Water Main Estimated Costs

Item	Description	Qty.	Unit	Unit Price	Total
001	8" PVC, C-900 Class 200 DR-14 Water Main	620	LF	\$65.00	\$40,300.00
002	8"x12" Tap and Valve	2	EA	\$4,000.00	\$8,000.00
003	6" PVC, C-900 Class 200 DR-14 Water Main	15	LF	\$65.00	\$975.00
004	8"x6" Tap and Valve	1	EA	\$3,800.00	\$3,800.00
005	Vertical Bends (45's)	4	EA	\$625.00	\$2,500.00
006	Install Fire Hydrant Assembly	1	EA	\$5,000.00	\$5,000.00
007	16" Steel Encasement	40	LF	\$60.00	\$2,400.00
008	Relocate Ex WM, Reconnect to New Line	9	EA	\$250.00	\$2,250.00
009	8" Gate Valve	2	EA	\$1,500.00	\$3,000.00
010	Remove Asphalt	279	SY	\$10.00	\$2,790.00
011	Install "T" Patch	300	SY	\$110.00	\$33,000.00
012	Additional SB2 for T-Patch	211	Tons	\$45.00	\$9,495.00
013	Traffic Control	1	LS	\$2,000.00	\$2,000.00
014	Clean + Test	1	LS	\$1,000.00	\$1,500.00
015	Bond	1	LS	\$2,500.00	\$3,500.00
Total					\$120,510.00

Below, is a list of 9 properties that would benefit from a new water main running along Church Ave. The Collier lots and the empty Three Ten lot in particular have had development requests recently but have fallen through due to downtown development costs, one of which was this Water Line Extension. Mark Zweig Inc.'s 150' of frontage along the extension should not bear the full burden of the costs, in turn, we propose MZ Inc. pay the proportional cost of 218 N. Church's (and the associated empty lot) property length. With the added emphasis from the City Council along with the infrastructure fund specifically set aside to cost share on downtown infill this makes a fair assessment of the responsibility. In addition, the lack of a fire hydrant along the block cause safety concerns. Most of these concerns relate to the compact timber frame apartments with no fire suppression system along the street. They would be alleviated with the installation of the fire hydrant associated with this upgrade.

Below is a list of the nine aforementioned properties to benefit from the extension.

1. 765-01671-000 & 765-01672-000; Mark Zweig Inc. Property (150'):
2. 765-01688-000 & 765-22566-000 & 765-01690-000 (214')
3. 765-01699-000 (136')
4. 765-01670-000 (106')
5. 765-01673-000 (66')
6. 765-01674-000 (84')
7. 765-01702-000 (112')
8. 765-01696-000 (112')
9. 765-01695-000 (112')

Total Length of properties: 1,092'

Total Estimate Cost: \$120,510

76.5% of the Water Main Cost for City of Fayetteville represents = \$92,190.15

23.5% of the Water Main Cost for 218 N. Church represents = \$28,319.85

Engineering, Surveying, Inspection Cost: \$15,000

Total Estimated Cost: \$135,510.00

We are kindly asking that the City cost share 76.5% of the water main extension (**\$92,190.15** +

76.5% of engineering fee (**\$11,475**)). Requested total City cost share amount: **\$103,665.15 (To be based on actual construction costs.)**

Please review at your convenience and let us know how we can be of further assistance for this project.

Total Estimated Cost: \$135,510.00

Total City Share: \$103,665.15 (in addition a contingency of 20% (\$20,773.03) will be included)

Please review at your convenience and let us know how we can be of further assistance for this project.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0637

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES:

AN ORDINANCE TO AMEND SUBSECTION (I) *RATES FOR PARKING IN CITY PARKING GARAGES* OF § 72.58 **OFF-STREET PARKING FACILITIES; RULES AND RATES** OF THE CITY CODE TO ALLOW MORE FLEXIBILITY FOR MONTHLY PARKING RATES IN THE MEADOW STREET PARKING GARAGE

WHEREAS, § 72.58(I)(1) of the City Code currently sets monthly parking rates for the Meadow Street parking garage at \$50.00 per space per month for the first and second levels and \$30.00 per space per month for the third level; and

WHEREAS, the Administration is allowed to establish parking rates of up to \$70.00 per month per space in all other parking structures built or purchased after January 1, 2000; and

WHEREAS, permitting similar flexibility in setting rates for the Meadow Street parking garage as other parking garages will allow the City to respond to market demands and also provide incentives for access to parking on certain levels while allowing reserved spaces to be priced according to demand.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 72.58(I)(1) and § 72.58(I)(2) of the Fayetteville City Code and enacts a replacement § 72.58(I)(1) and 72.58(I)(2) as follows:

“(I) Rates for Parking in City Parking Garages.

- (1) Parking garages shall be rented monthly at a market rate not to exceed the amount of \$70.00 per month/per space.
- (2) The single entry rate for the City parking garage on Meadow Street shall be set at a rate of \$3.00 per visit on the third level and \$4.00 per visit on the first level, if entry is not restricted.

City of Fayetteville Staff Review Form

2016-0637

Legistar File ID

1/3/2017

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

Justin Clay

12/6/2016

Parking & Telecommunications /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

An ordinance amending Section 72.58(l)(1) of the Fayetteville City Code to change the rental rates for parking spaces in the Fayetteville Municipal Parking Deck on Meadow Street.

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 # 5340 of 2010

Original Contract Number:

Approval Date:

Comments:

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Peter Nierengarten, Sustainability & Parking Director

FROM: Justin Clay, Parking Manager

DATE: December 6, 2016

SUBJECT: **Amending §72.58(l)(1) to change the rental rates of the Meadow St. Parking Deck**

RECOMMENDATION:

Staff recommends amending the language in §72.58(l)(1) of the Parking Regulations chapter to allow greater flexibility in setting rental rates for the Meadow St. Parking Deck by removing the specific rental rates and stating that the deck shall be rented at a market rate not to exceed a uniform fee of \$70.00 per month/per space.

BACKGROUND:

Rental rates for the Meadow St. Parking Deck were last amended by Ordinance 5340 of 2010 which set the rates at \$50 per space/per month for the first and second levels and maintained the rate of \$30 per space/per month for the third level. Previous ordinances have amended these rates at various times over the years.

The City currently leases the first and third levels at \$50 per space/per month to the owner of the Chancellor Hotel, Southwind Hospitality, LLC. This lease was entered into in 2011 and is up for automatic renewal in 2019.

The second level of the deck contains 87 spaces which are leased by space, Monday-Friday from 7:00 a.m. – 6:00 p.m., to area businesses and employees. This current structure ensures lessees have a reserved parking space within the second level.

DISCUSSION:

The purpose for removing the specific rental rates and stating that the deck shall be rented at a market rate not to exceed a uniform fee of \$70.00 per month/per space is threefold:

1. This amendment would reflect the terms of the City's current lease agreement with Southwind Hospitality, LLC. Although the language in city code sets the rental rate for the third level of the deck at \$30 per space/ per month, the lessees and the City agreed in 2011 to a different rate (\$50 per space/ per month).
2. This proposed language would mirror the existing language in §72.58(l)(2) which sets the rental rates for all parking decks built after January 1, 2000, including the Town

Center Deck. Although authorized to establish rental rates up to \$70 per space/per month, spaces in the Town Center Deck are currently rented for \$50 per space/per month.

3. Lastly, this amendment would give the City much needed flexibility to not only revise rental rates as market demand shifts, but it would also allow the City to provide a price incentive for access to parking while allowing reserved spaces to be priced according to demand.

BUDGET/STAFF IMPACT:

No Budget Impact as this is a revenue account.

No Staff Impact.

Attachments:

N/A



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0666

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 4

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT:

A RESOLUTION TO ALLOW THE CITY OF FAYETTEVILLE TO ENTER INTO A PARTNERING AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR IMPROVEMENTS TO HIGHWAY 112 BETWEEN RAZORBACK ROAD AND GARLAND AVENUE, AND TO APPROVE THE RECLASSIFICATION OF HIGHWAY 112 BETWEEN 15TH STREET AND INTERSTATE 49 AS A CITY STREET

WHEREAS, the City of Fayetteville (City) and the Arkansas State Highway and Transportation Department (Department) have identified a need for improvements to Highway 112 between Razorback Road and Garland Avenue in Fayetteville; and

WHEREAS, the original partnering agreement between the Department and the City was as follows:

1. The Department was responsible to fund and handle project development, which is complete. The Department is also responsible for advertising, awarding the bid, and providing construction inspection.
2. The City is to fund utilities, construction and construction inspection; and

WHEREAS, bids were received twice on this project, and each time the low bid was significantly over the City's budget; and

WHEREAS, in order to move this project forward, a revised partnering agreement is proposed as follows:

1. The amount of City funds available for Job 040582 is capped at \$3,358,600.00 as shown on Attachment A to this Resolution. The Department will provide the gap funding needed to construct the project.
2. The City will revise the current design. However, any increase in the current scope that results in a higher project cost will be the responsibility of the City and will be in addition to the cap amount of \$3,358,600.
3. The Department will advertise and award the project. The City may inspect the project. The Department will inspect the project if requested by the City.
4. Once the project is let to contract, an increase in cost due to added scope by change order will be the

responsibility of the City. An increase in cost due to a change order for a normal bid item adjustment will be the responsibility of the Department.

5. The Department will fund the cost to overlay the segments from Maple Street to North Street and from Leroy Pond Drive north to the beginning of Job 040582. The City may develop, advertise, award and inspect the project. The Department will provide these services if requested by the City. Any additional scope items to the Department's typical overlay design that add cost to this improvement will be the responsibility of the City.

6. The Statewide Transportation Improvement Program for Federal Fiscal Years 2016-2020 (STIP) includes a project to widen Highway 112 from Poplar Street to Van Asche Drive. The City desires to handle all phases of project development, advertise, award, and inspect the portion from Poplar Street to Interstate 49. The Department will provide the amount of funding necessary for all phases of work to develop and construct the typical design section for an urban state highway as shown on Attachment B to this Resolution. The cost of additional features outside of this standard scope that increase the total cost beyond that of the typical design section will be the responsibility of the City; and

WHEREAS, upon completion of the improvements aforementioned, the City agrees to assume ownership and responsibility of Highway 112 from Highway 16 (15th Street) to Interstate 49 as shown on Attachment C to this Resolution.

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 City's participation in this Partnering Agreement in accordance with its designated responsibilities in this project.

Section 2. That the City Council of the City of Fayetteville, Arkansas authorizes Mayor Jordan to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby pledges its full support and hereby requests that the Arkansas State Highway and Transportation Department initiate action to implement this project.

City of Fayetteville Staff Review Form

2016-0666

Legistar File ID

1/3/2017

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

Chris Brown

12/16/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Resolution to Enter into a Partnering Agreement with the Arkansas Highway and Transportation Department to complete certain segments and to Transfer Right of Way Jurisdiction to the City for Highway 112 from 15th Street to I-49

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

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:



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

FROM: Chris Brown, City Engineer *CB*

DATE: December 16, 2016

SUBJECT: **Resolution to Enter a Partnering Agreement with the Arkansas Highway and Transportation Department to complete certain segments and to Transfer Right of Way Jurisdiction to the City for Highway 112 from 15th Street to I-49**

RECOMMENDATION:

Staff recommends approval of a resolution to partner with the AHTD to widen and improve portions of Highway 112 between 15th Street and I-49, and to agree to the transfer of this segment from the AHTD to the City.

BACKGROUND:

Highway 112 is an Arkansas Highway and Transportation Department (AHTD) owned facility that functions as a major north-south arterial connecting I-49 to the north and Highway 71 to the south, and serves as the main north-south entrance to and access through the University of Arkansas. Over the past several years, segments of the roadway have been widened and improved through and near the campus, through a series of partnerships between the City, the UA, and the AHTD. The UA has planted and maintained the landscaping and trees on segments through campus and to the south of the campus since the completion of the widening and improvements.

In 2014, the City secured an additional \$2.4 million in federal-aid funding for another segment of this route, between Garland Avenue and Razorback Road. However, construction bids received for the project have been over \$4 million on two separate bidding occasions. This has stalled the construction of the project.

Remaining segments between 15th Street and I-49 that have not been widened or improved include Razorback Road, from Maple Street to Leroy Pond Drive, and Garland Avenue from Poplar Street to I-49.

DISCUSSION:

After the 2nd time receiving bids over \$4 million on the Maple to Razorback segment of Highway 112, the City and UA met with the AHTD and began discussing an arrangement whereby the AHTD would provide funding to complete the construction of this segment, in exchange for the

City taking over the roadway as a City street. Ultimately, the attached proposal was developed by the AHTD, which includes:

1. The AHTD will provide additional funding to complete the improvements to the Garland to Razorback Road segment of Highway 112, and to overlay 112 on either side of this project, to provide a new condition roadway through the entire campus.
2. The AHTD will complete widening and improvements to Highway 112 north of Poplar to Van Asche, at no cost to the City. The City will be allowed to manage the design of the project.
3. In exchange, the City will accept Highway 112 between 15th Street and I-49 for maintenance in perpetuity; the route will be removed from the state highway system and will become a City street.

BUDGET/STAFF IMPACT:

While the proposed resolution does not obligate any City funds, subsequent agreements and construction contracts will require matching funds in the amount of \$958,600. The UA has agreed to provide 50% of this amount per the attached letter; therefore, the cost to the City will be a maximum of \$479,300. Funds are available in the Transportation Bond Program for this match amount.

Operational costs to the City in the short term are expected to be minimal due to the new condition of the majority of the section to be transferred to the City. Over the long term, overlay and other pavement maintenance costs will be the most significant expenses expected.

Attachments:

Resolution

Cost Spreadsheet

Map of proposed improvements and segment to be transferred to City

Letter from UA

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE CITY OF FAYETTEVILLE
TO ENTER INTO A PARTNERING AGREEMENT WITH
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
FOR:

Job 040582, Razorback Road – Garland Avenue (Highway 112) (Fayetteville)

WHEREAS, the City of Fayetteville (City) and the Arkansas State Highway and Transportation Department (Department) have identified a need for improvements to Highway 112 between Razorback Road and Garland Avenue in Fayetteville; and

WHEREAS, the original partnering agreement between the Department and the City was as follows:

- The Department was responsible to fund and handle project development, which is complete. The Department is also responsible for advertising, awarding the bid, and providing construction inspection.
- The City is to fund utilities, construction and construction inspection; and

WHEREAS, bids were received twice on this project, and each time the low bid was significantly over the City's budget; and

WHEREAS, in order to move this project forward, a revised partnering agreement is proposed as follows:

- The amount of City funds available for Job 040582 is capped at \$3,358,600 as shown on Attachment A. The Department will provide the gap funding needed to construct the project;
 - ✓ The City will revise the current design. However, any increase in the current scope that results in a higher project cost will be the responsibility of the City and will be in addition to the cap amount of \$3,358,600;
 - ✓ The Department will advertise and award the project. The City may inspect the project. The Department will inspect the project if requested by the City;
 - ✓ Once the project is let to contract, an increase in cost due to added scope by change order will be the responsibility of the City. An increase in cost due to a change order for a normal bid item adjustment will be the responsibility of the Department;
- The Department will fund the cost to overlay the segments from Maple Street to North Street and from Leroy Pond Drive north to the beginning of Job 040582. The City may develop, advertise, award and inspect the project. The Department will provide these

services if requested by the City. Any additional scope items to the Department's typical overlay design that add cost to this improvement will be the responsibility of the City;

- The Statewide Transportation Improvement Program for Federal Fiscal Years 2016-2020 (STIP) includes a project to widen Highway 112 from Poplar Street to Van Asche Drive. The City desires to handle all phases of project development, advertise, award, and inspect the portion from Poplar Street to Interstate 49. The Department will provide the amount of funding necessary for all phases of work to develop and construct the typical design section for an urban state highway as shown on Attachment B. The cost of additional features outside of this standard scope that increase the total cost beyond that of the typical design section will be the responsibility of the City; and

WHEREAS, upon completion of the improvements aforementioned, the City agrees to assume ownership and responsibility of Highway 112 from Highway 16 (15th Street) to Interstate 49 as shown on Attachment C.

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

SECTION I: The City of Fayetteville will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION III: The City of Fayetteville pledges its full support and hereby requests that the Arkansas State Highway and Transportation Department initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2016.

Lioneld Jordan
Mayor

ATTEST: _____
(SEAL)

Arkansas State Highway and Transportation Department
City of Fayetteville / Washington County
Highway 112
December 12, 2016

Project Information

Job Number	Description	Length (miles)	Phase	Total Cost
	Maple Street - North Street	0.47	Const + CENG	247,500
040582	Razorback Road - Garland Avenue	0.37	Utilities	640,882
			Construction	4,250,000
			CENG (10%)	425,000
Sub-Total				5,315,882
	Leroy Pond Drive - North	0.54	Const + CENG	192,500
Total		1.38		5,755,882

City Funds

STP-A	Match	Total
512,706	128,176	640,882
1,887,294	471,824	2,359,118
	358,600	358,600
2,400,000	958,600	3,358,600
2,400,000	958,600	3,358,600

ESTIMATED ADDITIONAL STATE FUNDS

Additional Federal and State funding made available for improvements if the City agrees to assume ownership and maintenance of Hwy. 112. This amount will either be increased or decreased based on the lowest responsive bid received that is awarded to contract. This amount does not represent a minimum or maximum of funding made available for the project.

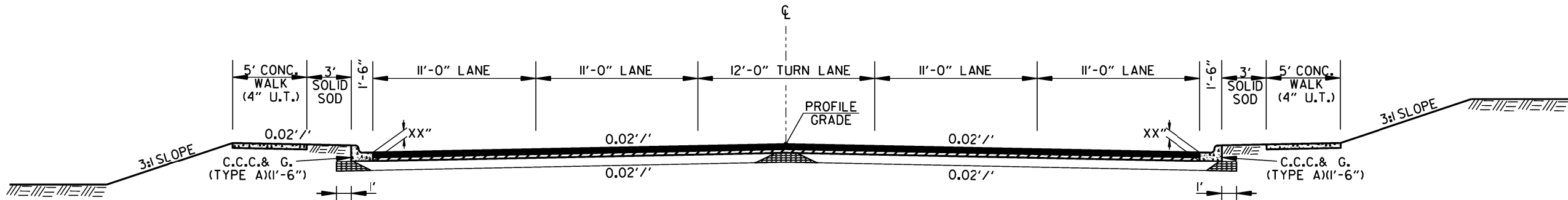
Federal	Match	Total
198,000	49,500	247,500
1,512,706	378,177	1,890,883
53,120	13,280	66,400
1,565,826	391,457	1,957,283
154,000	38,500	192,500
1,917,826	479,457	2,397,283

Note: Job 040582's construction cost estimate is based on the current design. City funds are capped at \$3,358,600 in STP-A and matching funds. AHTD is committed to providing the full amount of gap funding necessary for Job 040582, contingent upon receiving a responsive bid that is within an acceptable range of the engineer's estimate. The City of Fayetteville will revise the current design to incorporate some desired changes. Funding for any increases in scope will be the responsibility of the City and will be added to the \$3,358,600 cap amount. Once the project is let to contract, an increase in cost due to added scope will be the responsibility of the City. An increase in cost due to normal change in conditions will be the responsibility of the Department.

AHTD is committed to providing funds for the overlay projects using our basic design standards. Funding for any increases in scope will be the responsibility of the City and be added to the \$3,358,600 cap amount.

DATE REVISED	DATE FILMED	DATE REVISED	DATE FILMED	FED. RD. DIST. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
				6	ARK.			
				JOB NO.		XXXXXX		

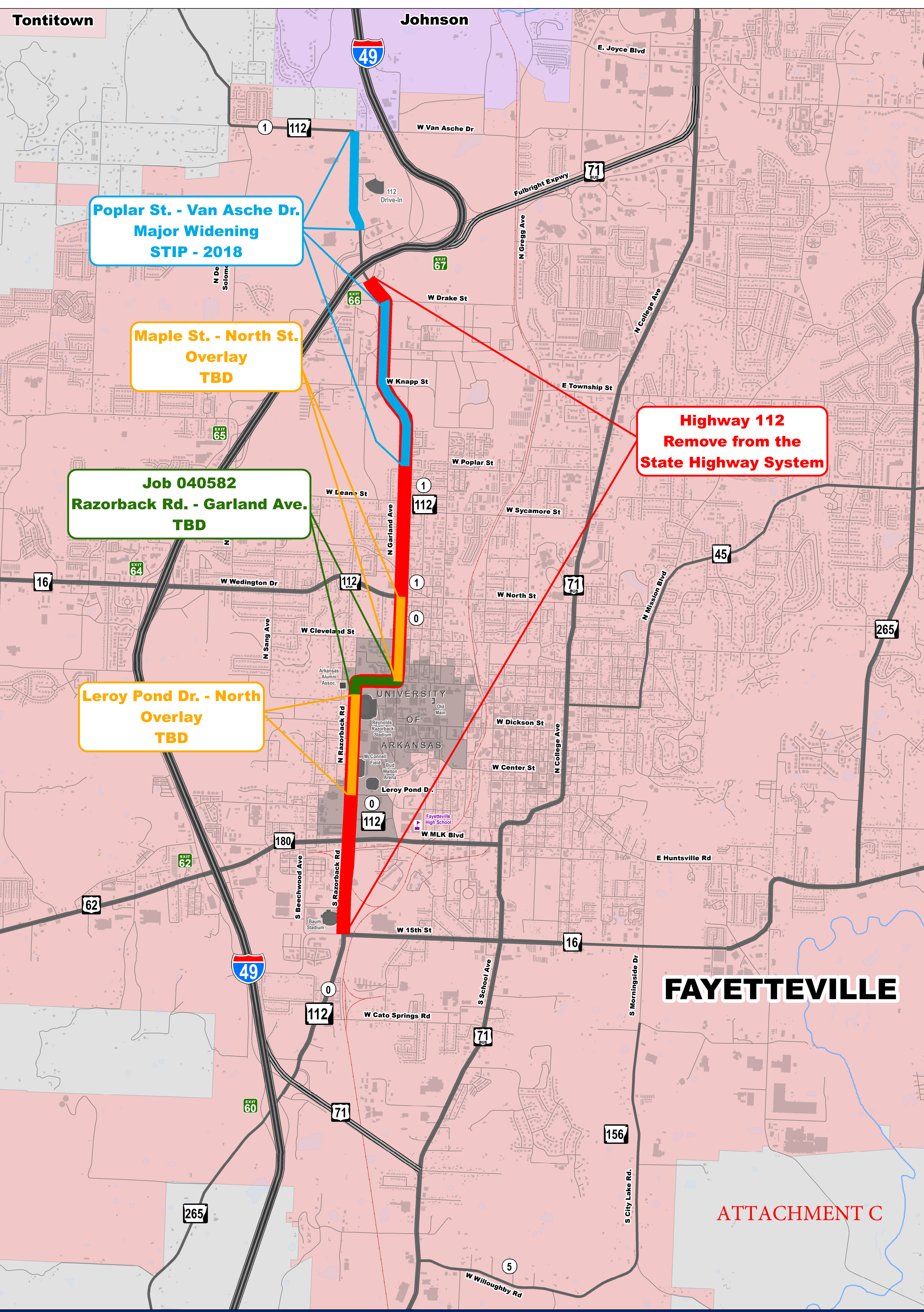
2 TYPICAL SECTIONS OF IMPROVEMENT



HWY. XXX-FULL DEPTH
C.C.C. & G. LT. & RT.

ATTACHMENT B

TYPICAL SECTIONS OF IMPROVEMENT





UNIVERSITY OF ARKANSAS

Facilities Management

December 15, 2016

Chris Brown
City Engineer
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Chris:

Per your request via attached email of Wednesday, December 14, 2016, the University of Arkansas (UA) remains committed to our cost-sharing (10% City / 10% UA) on the required 20% local match on AHTD Job #040582 Razorback Rd-Garland Ave (Highway 112) (Fayetteville).

This UA Commitment is on a not-to-exceed basis of \$479,300 per the draft resolution and supporting documents.

The UA remains committed to also working out an appropriate long-term agreement on current and future maintenance for the roadway sections between 15th Street and North Street / Wedington Drive. Our maintenance efforts essentially commenced in 2002-2003 upon completion of the initial section of roadway between Maple Street and North Street / Wedington Drive. They now include the entire length mentioned above and for those specific areas covered which will be incorporated in our future agreement. Potential UA areas in this future agreement to be covered include irrigation systems, tree maintenance, grass maintenance, pedestrian light maintenance where they exist, core campus crosswalk maintenance, sidewalk maintenance and related areas.

We look forward to our continued partnership as we complete this long-needed series of safety improvements and physical changes to this critical link running through our campus and the larger community.

Sincerely,

M.R. Johnson
Associate Vice Chancellor for Facilities

Attachment: Email of 12/14/16 (w/attachments)



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0653

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

RZN 16-5664 (1633 E. ZION RD./MAYES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5664 FOR APPROXIMATELY 0.85 ACRES LOCATED AT 1633 EAST ZION ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS, NEIGHBORHOOD SERVICES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single Family, 4 Units Per Acre to NS, Neighborhood Services.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2016-0653

Legistar File ID

1/3/2017

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

Jeremy Pate

12/16/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 16-5664: Rezone (1633 E. ZION RD./MAYES, 136): Submitted by TRACIE S. MAYES. for property at 1633 E. ZION RD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.85 acres. The request is to rezone the property to NS, NEIGHBORHOOD SERVICES.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JANUARY 3, 2017

TO: Mayor, Fayetteville City Council

FROM: Andrew Garner, Planning Director

DATE: December 16, 2016

SUBJECT: **RZN 16-5664: Rezone (1633 E. ZION RD./MAYES, 136):** Submitted by TRACIE S. MAYES. for property at 1633 E. ZION RD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.85 acres. The request is to rezone the property to NS, NEIGHBORHOOD SERVICES.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to NS, Neighborhood Services, as requested by the applicant and as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is a 0.85 acre parcel located at 1633 E. Zion Road. The parcel is zoned RSF-4, Residential Single Family Four Units Per Acre and is developed with an approximately 2,788 square foot single family home that was constructed in 1957. Zion Road was improved in recent years from N. College Avenue to Vantage Drive. These improvements were planned to continue east adjacent to the subject property as part of Phase 2 of the Zion Road Improvements funded by the City's Street Bond Program. These improvements would build out Zion Road in accordance with the Master Street Plan cross section for a Collector Street. The improvements have been fully designed but the timeframe for construction is unknown.

Request: The request is to rezone the parcel from RSF-4 to NS, Neighborhood Services. The applicant has indicated the proposed NS zoning will offer the potential to use the property for a home, business, or both, giving the owner a better chance of selling the property and home if they choose.

Land Use Compatibility: The uses along Zion Road quickly transition from the relatively high intense commercial corridor along Highway 71 B (College Avenue) to the west, to a mix of office, retail, and residential uses then to single family detached homes immediately to the north, east and west of the subject property. The proposed zoning is compatible with the surrounding mixture of residential uses and in particular the NS zoning limits the building size to 3,000 square feet ensuring that the scale of buildings on the property will be compatible with the surrounding low density residential uses.

Land Use Plan Analysis: The proposed zoning is consistent with the Future Land Use Map designation of **City Neighborhood Area**, which anticipates a mixture of residential densities and

uses in this area. The NS district would allow the existing home to be used for a variety of residential and non-residential uses along a busy Collector Street corridor.

DISCUSSION:

On December 12, 2016 the Planning Commission forwarded the applicant's request with a recommendation for approval by a vote of 8-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

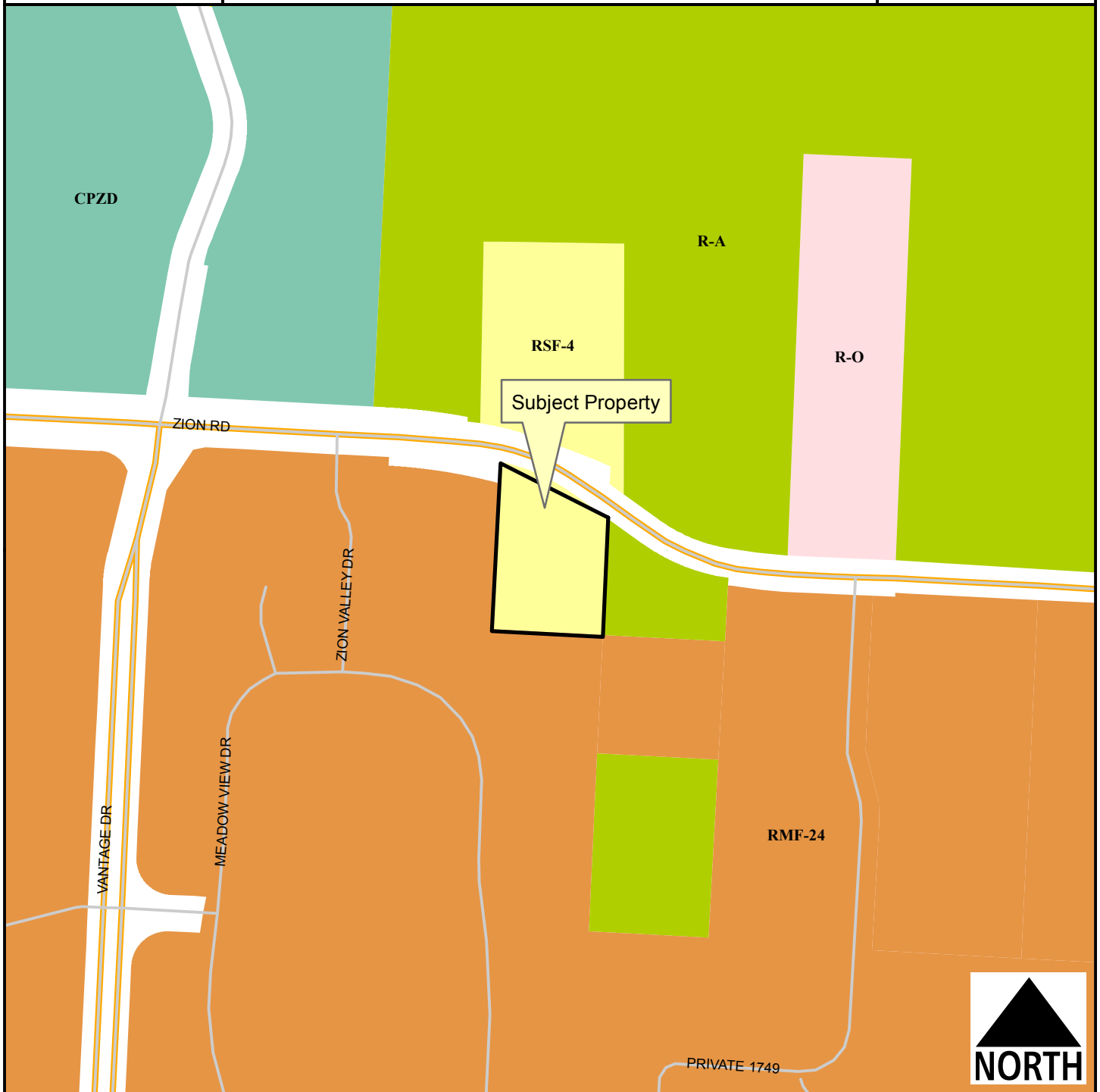
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 16-5664

MAYES

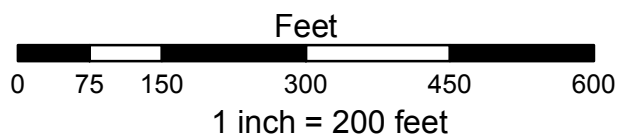
16-5664
EXHIBIT 'A'

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



- Residential-Agricultural
- RSF-4
- RMF-24
- Residential-Office
- Commercial, Industrial, Residential

16-5664
EXHIBIT 'B'

Part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 24, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point 731.64 feet South of the Northeast corner of said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4); said point being in the centerline of Zion Road; thence South 209.36 feet; thence West 152.5 feet; thence North 278.20 feet to the centerline of Zion Road; thence with said centerline, South 65 degrees 42 minutes 39 seconds East 167.31 feet to the point of beginning and containing .85 acre more or less, and subject to that portion that lies in Zion Road on the North side.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: December 12, 2016 (Updated with Planning Commission results)

SUBJECT: **RZN 16-5664: Rezone (1633 E. ZION RD./MAYES, 136):** Submitted by TRACIE S. MAYES. for property at 1633 E. ZION RD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.70 acres. The request is to rezone the property to NS, NEIGHBORHOOD SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN 16-5664** to the City Council with a recommendation for approval based on the findings herein.

BACKGROUND:

The subject property is a 0.70 acre parcel located at 1633 E. Zion Road. The parcel is zoned RSF-4, Residential Single Family Four Units Per Acre and is developed with an approximately 2,788 square foot single family home that was constructed in 1957. Zion Road was improved in recent years from N. College Avenue to Vantage Drive. These improvements are planned to continue east adjacent to the subject property as part of Phase 2 of the Zion Road Improvements funded by the City's Street Bond Program. These improvements would build out Zion Road in accordance with the Master Street Plan cross section for a Collector Street. The improvements have been fully designed but the timeframe for construction is unknown. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single family residential	Residential Single Family Four Units per Acre
South	Two family residential (Zion Gardens)	RMF-24, Residential Multi-family 24 Units per Acre
East	Single family residential	R-A, Residential Agricultural
West	Single family residential	RMF-24, Residential Multi-family 24 Units per Acre

Request: The request is to rezone the parcel (approximately 0.70 acres) from RSF-4 to NS, Neighborhood Services. The applicant has indicated the proposed NS zoning will offer the potential to use the property for a home, business, or both, giving the owner a better chance of selling the property and home if they choose.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to Zion Road, a two-lane asphalt unimproved Collector street without curb/gutter, storm drainage, or sidewalks. As discussed earlier in this report, the Zion Road Phase 2 Improvements are planned adjacent to the subject property, to fully improve Zion Road to its planned Collector Street designation with three travel lanes, bike lanes, and 5-foot sidewalks.
- Water:** Public water is available to this parcel. There is an existing 12-inch water main in the Zion Road right of way available for services.
- Sewer:** Sanitary Sewer is not available to the site. Sewer main extensions to the east or south would be required to service this property.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. None of this parcel is identified as FEMA regulated floodplains. No portions of these parcels lies within the Hillside-Hilltop Overlay District or have slopes in excess of 15%. Hydric soils are NOT present on the site.
- Fire:** The Fire Department did not express any concerns with the request.
- Police:** The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **City Neighborhood Area**.*

- **City Neighborhood Areas** are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types.

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 uses along Zion Road quickly transition from the relatively high intense commercial corridor along Highway 71 B (College Avenue) to the west, to a mix of office, retail, and residential uses then to single family detached homes immediately to the north, east and west of the subject property. The proposed zoning is compatible with the surrounding mixture of residential uses and in particular the NS zoning limits the building size to 3,000 square feet ensuring that the scale of buildings on the property will be compatible with the surrounding low density residential uses.*

***Land Use Plan Analysis:** The proposed zoning is consistent with the Future Land Use Map designation of City Neighborhood Area, which anticipates a mixture of residential densities and uses in this area. The NS district would allow the existing home to be used for a variety of residential and non-residential uses along a busy Collector Street corridor.*

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The current RSF-4 zoning is probably not appropriate given the location of this property within the core of the City along a major Collector Street. The proposed zoning to allow flexible use of the existing home or redevelopment into a traditional development pattern is more consistent with the City Neighborhood Area designation than the current zoning. The zoning is justified.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: This proposal will not create or appreciably increase traffic danger and congestion given the relatively low amount of intensity associated with the NS district, and the pending street improvements to Zion Road that will improve traffic safety and access adjacent to this property.

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 potential net population density would be increased slightly from that which currently exists. The 0.70-acre parcel is currently zoned RSF-4 which would allow a maximum of 2.8 units, compared to the NS district which would allow a maximum of 7 units. A slight increase in residential density would not result in undesirable impacts to public services.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b(1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: Not applicable. Staff recommends approval of the applicant's request.

RECOMMENDATION:

Staff recommends forwarding RZN 16-5664 to the City Council with a recommendation for approval based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION: Required YES

Date: December 12, 2016 ☐ Tabled ☒ Forwarded ☐ Denied

Motion: Quinlan

Second: Autry

Vote: 8-0-0 Note: recommend approval to City Council

CITY COUNCIL ACTION: Required YES

Date: _____ ☐ Approved ☐ Denied

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.07 (RSF-4) & 161.17 (NS)
- Request letter
- Zion Road Improvements
- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	45 feet
-------------------------	---------

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.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11)

161.17 - Neighborhood Services

(A) *Purpose.* The Neighborhood Services district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) family dwellings
Unit 12	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	Ten (10) or less
----------------	------------------

(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
---------------	---------

Two (2)family	70 feet
Three or more	90 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height Regulations.*

Building Height Maximum	45 feet
-------------------------	---------

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, § 1(Exh. A), 10-6-15)

November 08, 2016

To Whomever this may concern,

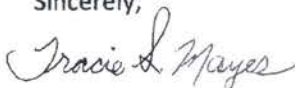
My name is Tracie S. Mayes and I own the residence at 1633 E. Zion Rd., Fayetteville, AR 72703. My property is not currently for sale, nor is it proposed for sale. However due to forced partial rental and partial sale of my property to the City of Fayetteville as under the proposed "Widening and Continued Sidewalk" project for Zion Rd., I feel I should be granted to change my present property's Zoning Status from "Residential" to "Neighborhood Services". My reasoning is as followed.

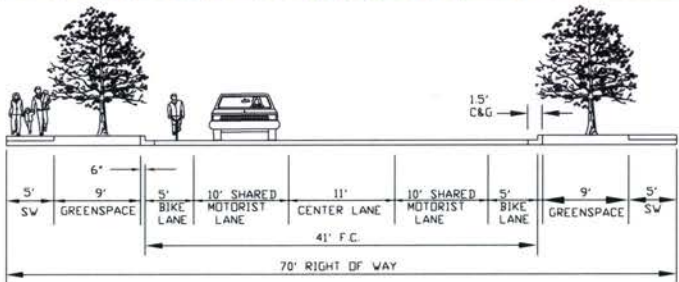
I have a beautiful front yard. What makes it the most beautiful and what gives it "Curb Appeal", are the well-established trees. For what my feelings about my front yard are worth- Since a few of these trees are within the easement, I knew there was a chance of losing them, so I do not have a big problem with those. There is a Pine tree in front of my bedroom window that has soft needles and makes the most beautiful sound when the wind blows through them carrying the scent of pine when my window is open. There is a Pecan Tree that is huge. Its' branches reach out in massive and twisted beauty, and it produces pecans. The last "tree" that I have attachment to is a tight grouping of Dogwood trees that give the illusion of one tree and are half pink and half white in the Spring. Every Easter we have people in their Easter Dresses and such take pictures in front of this spectacular grouping of blooms. I wrote about my feelings for these trees because they also expressed a detailed description of how a prospective buyer might be sold on the property, and later fall in love with it the way I have. However, with the proposed City of Fayetteville plan for my yard, I will no longer have any trees in my yard, but a lot of concrete including a wide sidewalk only feet from my bedroom window. These trees offer abundant shade to the home, which in turn lower A/C bills in the warmer months of the year. The trees also provide privacy to the home. As concrete offers no shade it does draw heat. The sidewalk will also exponentially increase pedestrian and bicycle traffic, so there goes the appeal of privacy as well. By rezoning to "Neighborhood Services" it will offer the potential to use the property for a home, business purposes, or both thus I will have a better chance of selling my property and home, if I so choose to.

The land use, traffic, and appearance will not change due to my property and home being rezoned with the acceptance of the imminent "Zion Road Project" by the City of Fayetteville, which would obviously result in an increase in pedestrian and bicycle traffic and having a new and lovely "Concrete Yard". No signage would be on the property.

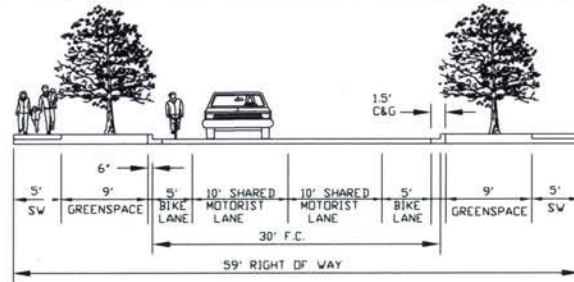
I applied for Rezoning back in 2006 so I could run my tiny business from home with maybe one or two customers a day and still conveniently be there for my children, but I was denied and forced to work for someone else across town. I feel I am being forced into applying again for rezoning, so please consider my request carefully!

Sincerely,





COLLECTOR (INTERSECTION)

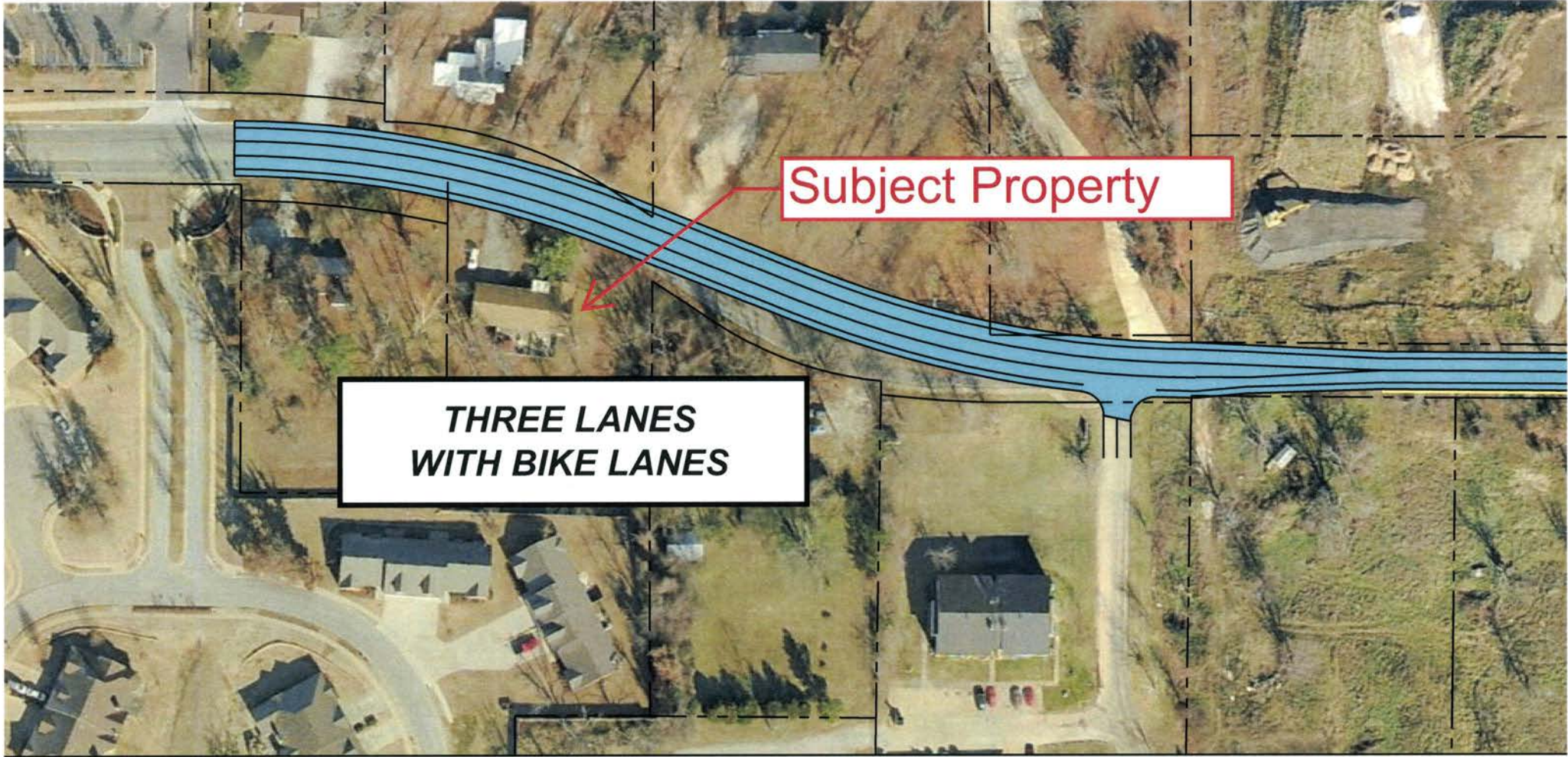


COLLECTOR (THROUGH)

Project Summary

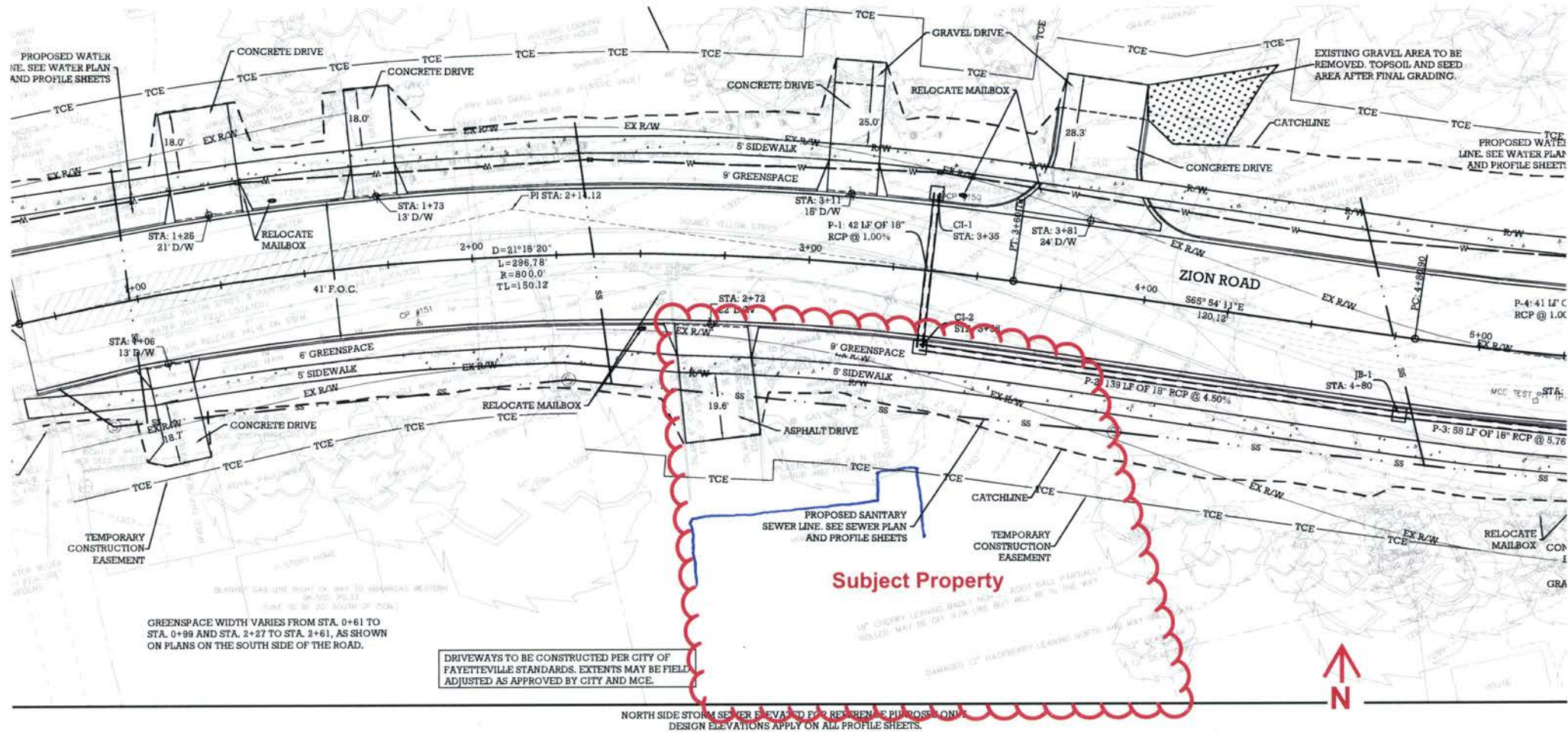
- Future project to be constructed when funding is available.

①6 ZION ROAD IMPROVEMENTS
CONCEPT PLAT



Subject Property

**THREE LANES
WITH BIKE LANES**



PVI STA: 1+77.06

RZN 16-5664

Current Land Use

MAYES



- Street
- COLLECTOR
- Shared Use Paved Trail
- RZN16-5664
- Planning Area
- Fayetteville City Limits

Feet
0 75 150 300 450 600
1 inch = 200 feet

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN 16-5664

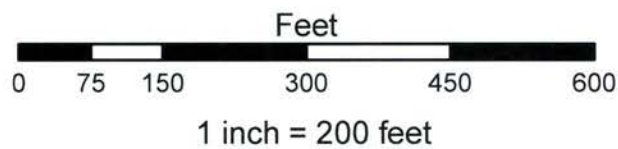
Future Land Use

MAYES



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



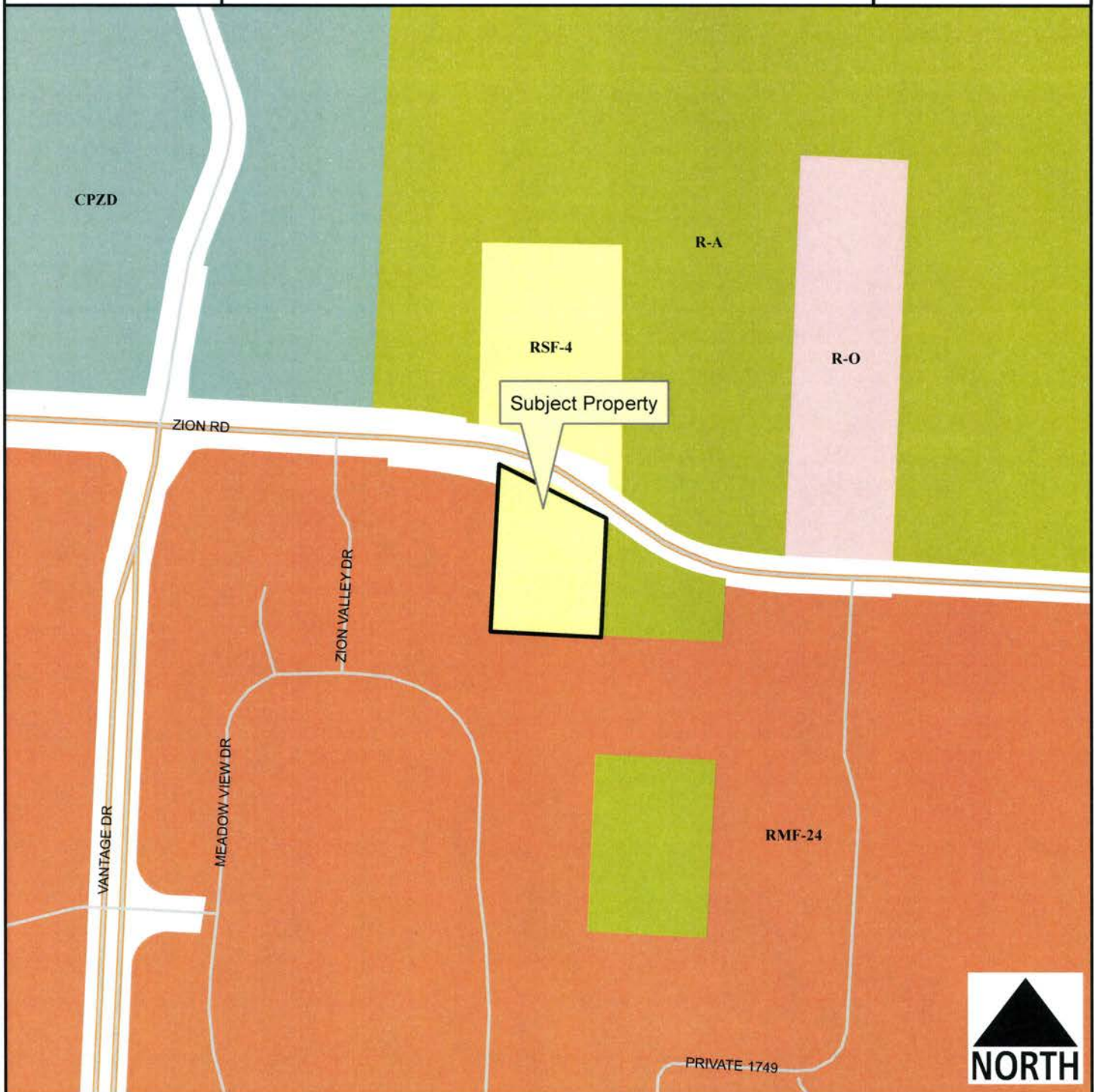
FUTURE LAND USE 2030

- City Neighborhood Area

RZN 16-5664

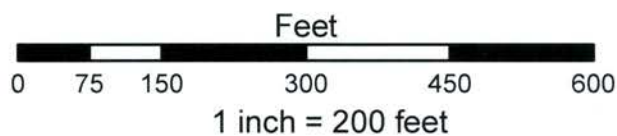
MAYES

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



- Residential-Agricultural
- RSF-4
- RMF-24
- Residential-Office
- Commercial, Industrial, Residential

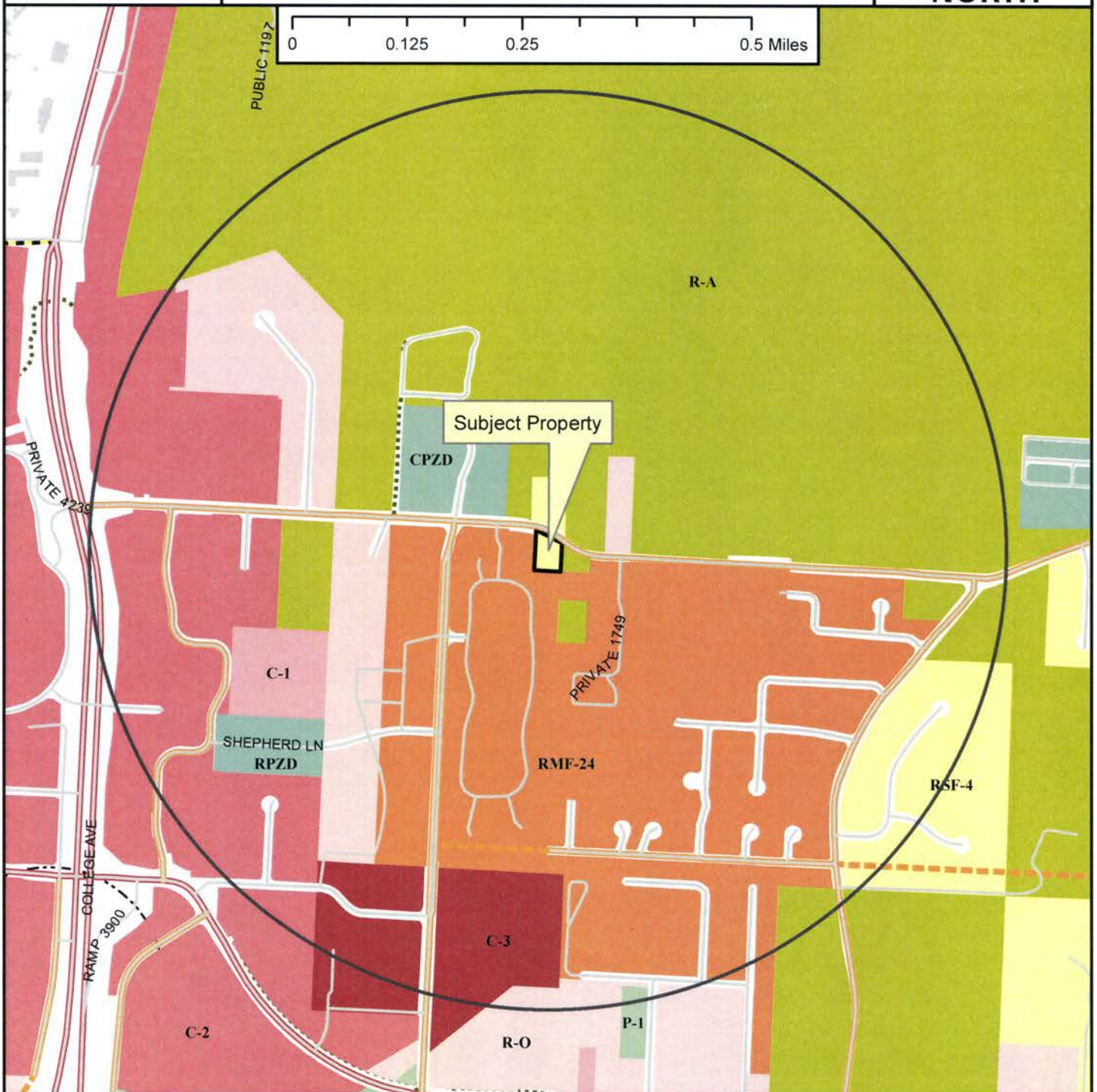
RZN 16-5664

MAYES



One Mile View

0 0.125 0.25 0.5 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Design Overlay District
- Building Footprint



- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
 - RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0622

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 6

AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169:

AN ORDINANCE TO AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169 OF THE UNIFIED DEVELOPMENT CODE TO CREATE TWO NEW ZONING DISTRICTS: RESIDENTIAL INTERMEDIATE - URBAN AND NEIGHBORHOOD SERVICES - GENERAL AND NEW USE UNIT 12 B. GENERAL BUSINESS AND TO MAKE FURTHER CHANGES TO INCORPORATE THESE AMENDMENTS INTO THE UNIFIED DEVELOPMENT CODE

WHEREAS, the City of Fayetteville determines that there are gaps in existing zoning districts to accommodate a range of multi-unit housing types compatible in size and scale with single-family homes that may help meet the growing demand for walkable urban living; and

WHEREAS, small to medium scaled commercial and mixed-use development that can exist to provide neighborhood services and goods without allowing undesirable, unintended consequences may be facilitated by adding new zoning options; and

WHEREAS, the City of Fayetteville has determined that the two new zoning districts and one use unit would fill these gaps and encourage infill, revitalization, and traditional town form consistent with adopted policy.

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

Section 1. That the City Council of Fayetteville, Arkansas hereby amends §160.0 **Establishment of Districts** in the following manner:

- “1) Rename RT-12, Residential Two (2) and Three (3) family to ‘RI, Residential Intermediate, Twelve (12) Units Per Acre’;
- 2) Insert ‘RI-U, Residential Intermediate - Urban’ immediately after RI-12;
- 3) Rename NS, Neighborhood Services, to ‘NS-L, Neighborhood Services - Limited’; and
- 4) Insert ‘NS-G, Neighborhood Services - General’ immediately after NS-L”

Section 2. That the City Council of Fayetteville, Arkansas hereby amends §160.01 **Establishment of Districts** by repealing Residential, Commercial, and Industrial Planned Zoning District and enacting and replacing them with “PZD, Planned Zoning District”.

Section 3. That the City Council of Fayetteville, Arkansas hereby amends §§161.01(E) and 161.03(F) by

repealing the abbreviation “A-1” and replacing it with the abbreviation “R-A” for Residential Agricultural.

Section 4. That the City Council of Fayetteville, Arkansas hereby amends §161.11 **RT-12, Residential Two (2) and Three (3) Family** by renaming the district “**RI-12, Residential Intermediate, Twelve (12) Units Per Acre**”.

Section 5. That the City Council of Fayetteville, Arkansas hereby enacts “§161.12 **RI-U, Residential Intermediate - Urban**” as shown in Exhibit “A” attached hereto and made a part hereof, and renumbers all subsequent sections of **Chapter 161** accordingly.

Section 6. That the City Council of Fayetteville, Arkansas hereby amends §161.18 **Neighborhood Services** by renaming the district “§ 161.18 **NS-L, Neighborhood Services - Limited**” and by modifying the lot width minimum in §161.18(D)(1) to 35 feet for all dwelling types.

Section 7. That the City Council of Fayetteville, Arkansas hereby enacts §161.19 **NS-G, Neighborhood Services - General**” as shown in Exhibit “A” attached hereto and made a part hereof, and renumbers all other sections of **Chapter 161** accordingly.

Section 8. That the City Council of Fayetteville, Arkansas hereby amends **Chapter 161: Zoning Regulations** by replacing “Use Unit 12, Limited Business” with “Use Unit 12a, Limited Business” and by replacing “Use Unit 10, Three (3) Family Dwellings” with “Use Unit 10, Three (3) and Four (4) Family Dwellings” in all zoning districts that allow these uses as a Permitted or Conditional Use.

Section 9. That the City Council of Fayetteville, Arkansas hereby amends **Chapter 161: Zoning Regulations** by enacting and inserting Use Unit 41: *Accessory Dwellings* as a Permitted Use in the following zoning districts:

“RI-12, Residential Intermediate Twelve (12) Units Per Acre
RMF-6, Residential Multi-Family, Six (6) Units Per Acre
RMF-12, Residential Multi-Family, Twelve (12) Units Per Acre
RMF-18, Residential Multi-Family, Eighteen (18) Units Per Acre
RMF-24, Residential Multi-Family, Twenty-Four (24) Units Per Acre
RMF-40, Residential Multi-Family, Forty (40) Units Per Acre
R-O, Residential Office
CS, Community Services
DC, Downtown Core
MSC, Main Street/Center
DG, Downtown General”

Section 10. That the City Council of Fayetteville, Arkansas hereby amends **Chapter 162: Use Units** by enacting and inserting “(M) Use Unit 12b. General Business” as shown on Exhibit “B” attached hereto and made a part hereof, and re-lettering all subsequent sections accordingly.

Section 11. That the City Council of Fayetteville, Arkansas hereby amends the table and (J) of § 162.01 to replace Use Unit 10. “Three (3) family dwellings” with Use Unit 10. “Three (3) and four (4) family dwellings”, to modify the *Description* in (1) and *Included Uses* in (2) to refer to “three (3) and four (4) family dwellings,” and to remove Townhouse development and tri-plexes from the *Included*

Uses.

Section 12. That the City Council of Fayetteville, Arkansas hereby amends §162.01 to replace “Use Unit 12. Limited Business” with “Use Unit 12a. Limited Business”.

Section 13. That the City Council of Fayetteville, Arkansas hereby amends §162.01 (Z)(1) *Description* by replacing “three attached dwellings” with “four attached dwellings” and to amend (Z)(2) by renaming it “Included Uses” and changing the “Townhouse” reference to “more than four attached units.”

Section 14. That the City Council of Fayetteville, Arkansas hereby amends §162.01 (L), *Limited Business* and (O) Unit 15, *Neighborhood Shopping Goods* to add the following language to the end of the *Description* section:

“...excluding areas dedicated to residential uses.”

Section 15. That the City Council of Fayetteville, Arkansas hereby amends §164.11(A) by striking the abbreviation “RT-12” and replacing it with the abbreviation “RI.”

Section 16. That the City Council of Fayetteville, Arkansas hereby repeals §166.01(F)(1)(b) and (2)(a) and enacts with the following replacement language:

“§166.01(F)(1)(b) *Requirement.* The construction of more than two (2) single-family residences on one (1) lot within any zoning district other than a single-family district.

§166.01(F)(2)(a) *Excluded Developments.* The construction of two (2) single-family residences, an addition to a single-family residence, or an accessory structure for a single-family residence shall be exempt from the site improvement plan requirements.”

Section 17. That the City Council of the Fayetteville, Arkansas hereby amends §167.04(C) *Canopy Area*, Table 1, by renaming “RT-12, Two and Three-family Residential” to “RI-12, Residential Intermediate, Twelve (12) Units Per Acre”, by renaming “NS, Neighborhood Services” to “NS-L, Neighborhood Services - Limited” and by enacting and inserting “RI-U, Residential Intermediate - Urban” and “NS-G, Neighborhood Services - General” adjacent to their most similar districts with the following percent minimum canopy:

“RI-U, Residential Intermediate - Urban:	15%
NS-G, Neighborhood Services - General:	20%”

Section 18. That the City Council of Fayetteville, Arkansas hereby amends §169.03(B)(4) by repealing and replacing it with the following language:

“§169.03(B)(4) *Exceptions Where No Grading Permit Is Required. Single-Family/Duplex.* Construction of up to two (2) single-family residences on a single lot, or duplex not located within the one hundred (100) year flood plain, the Hillside/Hilltop Overlay District, or on a slope 15% or greater.”

ADM 16-5631 EXHIBIT “A”

§161.12 - District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family Dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

ADM 16-5631 EXHIBIT “A”

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

ADM 16-5631 EXHIBIT “A”

§161.19 - Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General Business
Unit 24	Home occupations
Unit 41	Accessory Dwelling Units
Unit 44	Cluster Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating Places
Unit 16	Shopping Goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, Studios and Related Services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 45	Small Scale Production

ADM 16-5631 EXHIBIT “A”

(C) *Density*. Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum*.

All Dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum*.

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations*.

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	45 feet
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(G) *Minimum Buildable Street Frontage*. 50% of the lot width.

ADM 16-5631 EXHIBIT “B”

§162.01 – Establishment/Listing

(M) Unit 12b. General Business,

- (1) *Description.* Unit 12b consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12b must be within a building containing 8,000 square feet or less, excluding area dedicated to residential uses.
- (2) *Included Uses.*

Personal services	•Day Care
	• Dry cleaning
	• Salon/Barber shop
	• Tailoring
Retail	• Antique/home décor sales
	• Apparel
	• Art/Architectural supplies
	• Bakery/Pastry shops
	• Bicycle shop
	• Bookstore
	• Coffee shop
	• Delicatessen
	• Drugstore
	• Florists
	• Food specialty stores
	• Grocery
	• Hardware store
	• Health food store
	• Hobby/Craft shop
	• Ice cream
	• Meat market
	• Restaurant/Café
	• Small Appliance Repair

ADM 16-5631 EXHIBIT “B”

	• Stationary store
	• Toy store
	• Video rental
Professional Offices	• Accountant
	• Architect
	• Attorney
	• Broker
	• Business/Mgmt. Consultant
	• Doctor

City of Fayetteville Staff Review Form

2016-0622

Legistar File ID

12/20/2016

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

Jeremy Pate

12/2/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 16-5631: Administrative Item (UDC CHAPTERS 161 & 162 AMENDMENTS): Submitted by PLANNING STAFF for revisions to several chapters in the Unified Development Code. The proposal is to create two new zoning districts, a new use unit, and include accessory dwellings as a permitted use in several existing districts. The intent of the code changes are to facilitate greater flexibility in medium-intensity commercial and medium-intensity urban residential development.

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 DECEMBER 20, 2016

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: December 2, 2016

SUBJECT: **ADM 16-5631: Administrative Item (UDC CHAPTERS 161 & 162 AMENDMENTS):** Submitted by PLANNING STAFF for revisions to several chapters in the Unified Development Code. The proposal is to create two new zoning districts, a new use unit, and include accessory dwellings as a permitted use in several zoning districts. The intent of the code changes are to facilities greater flexibility in medium-intensity commercial and medium-intensity urban residential development.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to amend UDC Chapters 161: Zoning Regulations and 162: Use Units.

BACKGROUND:

Over the past year Planning staff has received feedback from developers, Commissioners, and Alderman that the current zoning districts in the City of Fayetteville need to be broadened to provide sufficient flexibility to adequately pursue the goals laid out in City Plan 2030, particularly with regards to the pursuit of appropriate infill and traditional town form. In the interest of facilitating development that is complementary to the City's goals, staff developed the two new zoning districts and a related use unit outlined below:

The first zoning district, **RT-U, Residential Two and Three Family – Urban**, is proposed as a tool to foster infill development in an urban pattern. Staff envisions this district increasing density and housing opportunities in areas with existing services and facilities. A frequent concern in urban areas nationwide, and not an uncommon complaint in Fayetteville, is that there is little in the way of housing variety between detached single-family homes and larger multi-family developments. The RT-U zoning district can potentially address and ameliorate this 'missing middle' and provide another option for attainable housing.

The second proposed district, **NS-G, Neighborhood Services - General**, seeks to address applicant, staff, Commissioner, and Alderman concerns with recommending commercial and mixed-use zoning districts that are compatible in residential neighborhoods, but allow enough intensity to be commercially viable. The most frequent instance of this has been the request for CS, Commercial Services rezonings to allow for specific residentially-sensitive commercial uses that need a greater building size than the 3,000 square feet allowed in NS, Neighborhood

Services. Given the allowance of buildings as large as 25,000 square feet and uses like gas stations and drive-through restaurants in the CS zoning district, this presents potential compatibility issues. The proposed NS-G zoning district and associated Use Unit 12b address these concerns by creating a form-based district with uses determined to be residentially-sensitive and in structures of appropriate size. These code changes are part of a continual effort to calibrate our zoning code to the market, development trends, and adopted City policy. The new districts and use unit provide more refined tools in the City's zoning district 'toolkit,' encouraging a greater degree of compatibility and transition in specific contexts.

DISCUSSION:

This item was discussed at the November 14, 2016 Planning Commission meeting where it was tabled. The commission requested staff to evaluate several of the secondary elements in the proposed NS-G zoning district and existing NS zoning district, including street frontage requirements and the use unit distinction between three- and four-family units. These topics were fully discussed internally within the City Planning Division and after further review revisions were made to reduce the street frontage requirement for two-family dwelling units to the same 35 feet required for single-family dwellings, and modify Use Unit 10 to include both three- and four-family dwellings.

On November 28, 2016 the Planning Commission recommended including three- and four-family dwellings in the 35-foot street frontage requirement shared by one- and two-family dwellings. Staff again revisited the requirement and agreed, revising the NS-G and NS zoning districts' street frontage requirements accordingly.

On November 28, 2016 the Planning Commission forwarded staff's proposal to the City Council with a recommendation for approval with a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Proposed code changes as shown in strikethrough/highlight
- Planning Commission Staff Report
- Exhibit 'A':
 - o Proposed §161.12 District RT-U, Residential Two (2) and Three (3) UDC 164.19
 - o Proposed §161.19 District NS-G, Neighborhood Services – General
- Exhibit 'B':
 - o Proposed §162.01 Use Unit 12b. General Business

CHAPTER 160: ZONING DISTRICTS

160.01 - Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8)Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
<u>RI-12</u>	<u>Residential Intermediate, Twelve (12) Units per Acre</u>
<u>RI-U</u>	<u>Residential Intermediate - Urban</u>
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS- <u>L</u>	Neighborhood Services - <u>Limited</u>
<u>NS-G</u>	<u>Neighborhood Services - General</u>
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District

R-PZD	Residential Planned Zoning District
C-PZD	Commercial Planned Zoning District
I-PZD	Industrial Planned Zoning District
PZD	Planned Zoning District

(Code 1965, App. A., Art. 5; Ord. No. 1747, 6-29-70; Ord. No. 3115, 9-3-85; Ord. No. 3128, 10-1-85; Code 1991, §§160.015, 160.048; Ord. No. 3792, §1, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4325, 7-3-01; Ord. No. 4930, 10-03-06; Ord. No. 5312, 4-20-10; Ord. No. [5824](#), § 1, 11-17-15)

CHAPTER 161: ZONING REGULATIONS

Sections:

161.01	Application of District Regulations
161.02	Zoning Compliance and Business License
161.03	District R-A, Residential-Agricultural
161.04	District RSF-.5, Residential Single-Family – One Half (½) Unit Per Acre
161.05	District RSF-1, Residential Single-Family – One (1) Unit Per Acre
161.06	District RSF-2, Residential Single-Family – Two (2) Units Per Acre
161.07	District RSF-4, Residential Single-Family – Four (4) Units Per Acre
161.08	District RSF-7, Residential Single-Family – Seven (7) Units Per Acre
161.09	District RSF-8, Residential Single-Family – Eight (8) Units Per Acre
161.10	District RSF-18, Residential Single-Family – Eighteen (18) Units Per Acre
161.11	<u>District RI-12, Residential Intermediate – Twelve (12) Units Per Acre</u>
<u>161.12</u>	<u>District RI-U, Residential Intermediate - Urban</u>
<u>161.13</u>	District RMF-8, Residential Multi-Family – Eight (8) Units Per Acre
<u>161.14</u>	District RMF-12, Residential Multi-Family – Twelve (12) Units Per Acre
<u>161.15</u>	District RMF-18, Residential Multi-Family – Eighteen (18) Units Per Acre
<u>161.16</u>	District RMF-24, Residential Multi-Family – Twenty-Four (24) Units Per Acre
<u>161.17</u>	District RMF-40, Residential Multi-Family – Forty (40) Units Per Acre
<u>161.18</u>	Neighborhood Services - <u>Limited</u>
<u>161.19</u>	<u>Neighborhood Services - General</u>
<u>161.20</u>	District R-O, Residential Office
<u>161.21</u>	District C-1, Neighborhood Commercial
<u>161.22</u>	Community Services
<u>161.23</u>	District C-2, Thoroughfare Commercial
<u>161.24</u>	Urban Thoroughfare
<u>161.25</u>	District C-3, Central Commercial
<u>161.26</u>	Downtown Core
<u>161.27</u>	Main Street/Center
<u>161.28</u>	Downtown General
<u>161.29</u>	Neighborhood Conservation
<u>161.30</u>	District I-1, Heavy Commercial and Light Industrial
<u>161.31</u>	District I-2, General Industrial
<u>161.32</u>	District P-1, Institutional
<u>161.33</u>	District E-1, Extraction
<u>161.34</u>	Reserved
<u>161.35</u>	Planned Zoning District
<u>161.36-161.99</u>	Reserved

161.01 - Application Of District Regulations

Minimum Regulations/Exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

- (A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.
- (B) *Limitations .* No building or other structure shall hereafter be erected or altered:
- (1) *Height/Bulk.* To exceed the height or bulk;
 - (2) *Number of Units.* To accommodate or house a greater number of units;
 - (3) *Lot Area.* To occupy a greater percentage of lot area;
 - (4) *Setback/Open Spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or
 - (5) *Other.* In any other manner contrary to the provisions of this chapter.

- (C) *Independent Compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.
- (D) *Effective Date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.
- (E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District ~~A-1~~ **R-A** until the territory is rezoned as provided herein.
- (F) *Measuring Setbacks.*
- (1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.
 - (2) *Side.* Measured from the side property line.
 - (3) *Rear.* Measured from the rear property line.
 - (4) *Corner.* A corner lot has two fronts and two sides.
- (G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.
- (H) *Authorized Construction/Use.* Permits issued on the basis of plans and applications approved by the Zoning and Development Administrator or Planning Commission authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1965, App. A., Art. 3; Ord. No. 1747, 6-29-70; Code 1991, §160.016; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 5425, 8-2-11)

161.02 - Zoning Compliance And Business License

- (A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged in its use or structure until a business license has been issued by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements of this chapter.
- (B) *Conforming Uses.* Uses permitted within the underlying zoning district shall be eligible for a business license, subject to §118 of the Fayetteville Code.
- (C) *Nonconforming Uses.*
- (1) Uses within the following use unit categories established prior to September 7, 2010 and operating in a zoning district that does not currently allow the use, are for the purposes of zoning compliance determined to be an existing nonconforming use, may continue to operate and are eligible to obtain a city business license. The exemption shall not be construed as relieving the owner or operator of such business from the regulations of the business license ordinance, including grounds for suspension and revocation, or from any other applicable federal, state, or city regulations.

Use Units	
3	Public protection facilities
4	Cultural and recreational facilities
5	Government facilities
6	Agricultural
7	Animal husbandry
12	Limited business
13	Eating places
15	Neighborhood shopping goods

24	Home occupation
25	Offices, studios, and related services

- (2) Uses within the following use unit categories established prior to July 15, 2003 and operating in a zoning district that does not currently allow the use, are for the purposes of zoning compliance determined to be an existing nonconforming use, may continue to operate and are eligible to obtain a city business license. The exemption shall not be construed as relieving the owner or operator of such business from the regulations of the business license ordinance, including grounds for suspension and revocation, or from any other applicable federal, state, or city regulations.

Use Units	
2	City-wide uses by conditional use permit
14	Hotel, motel and amusement facilities
16	Shopping goods
17	Transportation trades and services
18	Gasoline service stations & drive in/drive
19	Commercial recreation, small sites
20	Commercial recreation, large sites
21	Warehousing and wholesale
22	Manufacturing
23	Heavy industrial
27	Wholesale bulk petroleum storage facilities with
28	Center for collecting recyclable materials
29	Dance halls
30	Extractive uses
31	Facilities emitting odors/handling explosives
32	Sexually oriented businesses
33	Adult live entertainment club or bar
34	Liquor stores
35	Outdoor music establishments
36	Wireless communications facilities
38	Mini-storage units
39	Auto salvage and junk yards
40	Sidewalk cafes
42	Clean technologies
43	Animal boarding and training

- (3) Businesses operating in a zoning district that does not allow the use and that cannot provide proof of their establishment in accordance with the criteria above are declared to be incompatible with permitted uses and shall not hereafter continue except in conformity with the regulations of the district in which it is located. These businesses shall not be eligible to obtain a city business license until or unless they are brought into compliance with the zoning district regulations.

(Code 1965, App. A., Art. 9(3), (5); Ord. No. 1747, 6-29-70; Code 1991, §§160.192, 160.194; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 5425, 8-2-11)

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 (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the ~~A-1~~ **R-A** 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. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12)

...

161.08 - District RSF-7, Residential Single-Family - Seven (7) Units Per Acre

(A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two family dwellings

Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

Single-family dwelling units per acre	7 or less
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(D) *Bulk and Area Regulations.*

(E) *Lot Width Minimum.*

Single-family	60 feet
Two-family	60 feet
Townhouse, no more than two (2) attached	30 feet

(F) *Lot Area Minimum.*

Single-family	6,000 square feet
Two-family	6,000 square feet
Townhouse, no more than two (2) attached	3,000 square feet

(G) *Land Area Per Dwelling Unit.*

Single-family	6,000 square feet
Two-family	3,000 square feet
Townhouse, no more than two (2) attached	3,000 square feet

(H) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(I) *Building Height Regulations.*

Building Height Maximum	45 feet
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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.

(J) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11)

...

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet

Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	45 feet
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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.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11)

161.08 - District RSF-7, Residential Single-Family - Seven (7) Units Per Acre

(A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

Unit 44	Cottage Housing Development
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(C) *Density.*

Single-family dwelling units per acre	7 or less
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(D) *Bulk and Area Regulations.*

(E) *Lot Width Minimum.*

Single-family	60 feet
Two-family	60 feet
Townhouse, no more than two (2) attached	30 feet

(F) *Lot Area Minimum.*

Single-family	6,000 square feet
Two-family	6,000 square feet
Townhouse, no more than two (2) attached	3,000 square feet

(G) *Land Area Per Dwelling Unit.*

Single-family	6,000 square feet
Two-family	3,000 square feet
Townhouse, no more than two (2) attached	3,000 square feet

(H) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(I) *Building Height Regulations.*

Building Height Maximum	45 feet
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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.

(J) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11)

161.09 - District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
Two-family	5,000 square feet

Townhouse, no more than two (2) attached	2,500 square feet
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(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	45 feet
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(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11)

161.10 - District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre

(A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	30 feet
Two (2) family	30 feet

(2) *Lot Area Minimum.*

Townhouses: individual lot	1,250 square feet
Single-family	2,500 square feet
Two-family	2,000 square feet

(E) *Setback Requirements.*

Front	Side	Side-Zero Lot Line*	Rear
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet on both sides	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	5 feet

* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building Height Regulations.*

Building Height Maximum	35 feet
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(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width for two-family dwellings.

(Ord. No. 5800, § 2(Exh. B), 10-6-15; Ord. No. 5824, § 2, 11-17-15)

161.11 - District RI-12, Residential Intermediate, Twelve (12) Units Per Acre

(A) *Purpose.* The **RI-12** Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
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Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12
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(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.12 - District RI-Urban, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family Dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) Setback Requirements.

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) Building Height Regulations.

Building height maximum	30/45 feet
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) Building Area. The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

161.13 - District RMF-6, Residential Multi-Family - Six (6) Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	6 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	50 feet
Two (2) family	50 feet
Three and more	90 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	6,000 square feet
Two-family	7,000 square feet
Three or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	25 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	30/45 feet
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.14 - District RMF-12, Residential Multi-Family - Twelve (12) Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
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Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single family	45 feet
Two (2) family	45 feet
Three (3) and more	80 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,500 square feet
Two (2) family	6,000 square feet
Three (3) or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
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(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	30/45 feet*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) Building area. The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) Minimum buildable street frontage. 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.15 - District RMF-18, Residential Multi-Family - Eighteen (18) Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
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Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	40 feet
Two (2) family	40 feet
Three (3) and more	75 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,000 square feet
Two (2) family	5,000 square feet
Three (3) or more	7,500 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit .*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	30/45 feet*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.16 - District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities

Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two-family	35 feet
Three or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit .*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	30/45/60 feet*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10—20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.17 - District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Forty (40) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit .*

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	30/45/60* feet
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10—20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.18 - Neighborhood Services - Limited

(A) *Purpose.* The Neighborhood Services, **Limited** district is designed to serve as a mixed use area of low intensity. Neighborhood Services, **Limited** promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units

Unit 44	Cottage Housing Development
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Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	Ten (10) or less
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(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

All Dwellings	35 feet
Two (2) family	70 feet
Three or more	90 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height Regulations.*

Building Height Maximum	45 feet
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(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.19 - Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General Business
Unit 24	Home occupations
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places

Unit 16	Shopping Goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) Density.

Units per acre	Eighteen (18) or less
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(D) Bulk and Area.

(1) Lot Width Minimum.

All Dwellings	35 feet
All other uses	None

(2) Lot Area Minimum.

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other uses	None

(E) Setback Regulations.

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	5 feet	15 feet

(F) Building height Regulations.

Building Height Maximum	45 feet
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(G) Minimum Buildable Street Frontage. 50% of the lot width.

* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

161.20 - District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses .*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
Unit 44	Cottage Housing Development

(2) *Conditional Uses .*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production

(C) *Density .*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet
Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum .*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet

One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet
Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	60 feet
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Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4726, 7-19-05; Ord. No. 4943, 11-07-06; Ord. No. 5079, 11-20-07; Ord. No. 5195, 11-6-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5735 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.21 - District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted Uses .*

Unit 1	City-wide uses by right
Unit 5	Government Facilities

Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-
Unit 25	Offices, studios, and related services
Unit 44	Cottage Housing Development
Unit 45	Small scale production

(2) *Conditional Uses* .

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations*. None.

(E) *Setback Regulations*.

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	10 feet
Rear	20 feet

(F) *Building Height Regulations* .

Building Height Maximum	56 feet*
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*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.22 - Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites

Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density* . None.

(D) *Bulk and Area Regulations* .

(1) *Lot Width Minimum*.

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum*. None.

(E) *Setback regulations* .

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	56 feet
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(G) *Minimum Buildable Street Frontage*. 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.23 - District C-2, Thoroughfare Commercial

(A) *Purpose*. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses*.

(1) *Permitted Uses* .

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 44	Cottage Housing Development
Unit 45	Small scale production

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
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Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

(F) *Building Height Regulations* .

Building Height Maximum	75 feet*
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*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area*. On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4727, 7-19-05; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.24 - Urban Thoroughfare

(A) *Purpose* . The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses* .

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services

Unit 18	Gasoline service stations and drive-
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations* .

Building Height Maximum	56/84 feet*
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*A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage*. 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.25 - District C-3, Central Commercial

(A) *Purpose*. The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses*.

(1) *Permitted Uses* .

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 44	Cottage Housing Development

Unit 45	Small scale production
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(2) *Conditional Uses* .

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations*. None

(E) *Setback Regulations*.

	Central Business District	Shopping Center
Front	5 feet	25 feet
Front, if parking is allowed between the right-of-way and the building	50 feet	50 feet
Side	None	None
Side, when contiguous to a residential district	10 feet	25 feet
Rear, without easement or alley	15 feet	25 feet
Rear, from center line of a public alley	10 feet	10 feet

(F) *Building Height Regulations*.

Building Height Maximum	56/84 feet*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4727, 7-19-05; Ord. No. 4863, 5-02-06; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.26 - Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density* . None.

(D) *Bulk and Area Regulations* . None.

(E) *Setback Regulations* .

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage* . 80% of lot width.

(G) *Building Height Regulations*.

Building Height Maximum	56/168 feet*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 168 feet.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.27 - Main Street/Center

(A) *Purpose*. A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses*.

(1) *Permitted uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density* . None.

(D) *Bulk and Area Regulations* .

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations* .

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage* . 75% of lot width.

(G) *Building Height Regulations*.

Building Height Maximum	56/84 feet*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.28 - Downtown General

(A) *Purpose*. Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses*.

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations

Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
<u>Unit 41</u>	<u>Accessory Dwellings</u>
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density* . None.

(D) *Bulk and Area Regulations* .

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations* .

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage* . 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	56 feet
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(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.29 - Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density* . Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations* .

(1) *Lot Width Minimum.*

Single Family	40 feet
Two Family	80 feet
Three Family	90 feet

(2) *Lot Area Minimum* . 4,000 square feet

(E) *Setback Regulations* .

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations* .

Building Height Maximum	45 feet
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(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15>)

161.30 - District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services
Unit 27	Wholesale bulk petroleum storage facilities

Unit 42	Clean technologies
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(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	50 feet
Front, when adjoining C, I, or P districts	25 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I, or P districts	10 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of 1 foot for each foot of height in excess of 25 feet.

(G) *Building Area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5472; 12-20-11; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.31 - District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 18	Gasoline service stations and drive-
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities
Unit 36	Wireless communications facilities
Unit 38	Mini-storage Units
Unit 39	Auto salvage and junk yards

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	100 feet
Front, when adjoining C, I or P districts	50 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I or P districts	25 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building Area.* None.

(Code 1965, App. A., Art. 5(IX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.32 - District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted Uses .*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	30 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	20 feet
Side, when contiguous to a residential district	25 feet
Rear	25 feet
Rear, from center line of public alley	10 feet

(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.33 - District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot Width Minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.
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(2) *Lot Area Minimum.*

Lot area minimum	10 acres
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(E) *Setback Regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 feet
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 feet

(Code 1991, §160.047; Ord. No. 3546, 4-16-91; Ord. No. 4100, §2 (Ex. A), 6-16-98, Ord. No. 4178, 8-31-99; Ord. No. 5312, 4-20-10; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.34 - Reserved

(Code 1991, §160.048; Ord. No. 3821, §1, 3-5,8-9-94; Ord. No. 38-06, 6-28-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4128, §1, 12-15-98; Ord. No. 4725, 7-19-05; Ord. No. 4784, 10-18-05; Ord. No.5312, 4-20-10; Ord. No. 5526, 9-18-12; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

161.35 - Planned Zoning District

- (A) *Applicability.* To be considered for a Planned Zoning District, the applicant shall meet all of the following criteria:
- (1) *Location.* Any property located within the city limits is eligible for a Planned Zoning District. Upon City Council approval, an owner or developer of a specific piece of property located within the City's designated planning area may be authorized to submit a Planned Zoning District application in conjunction with an annexation request, but final approval of the PZD will not be effective until said property is annexed into the City of Fayetteville.
 - (2) *Size.* There shall be no minimum or maximum tract size for a PZD application.
- (B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and development whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.
- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
 - (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
 - (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
 - (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
 - (5) *No Negative Impact.* Does not have a negative effect upon the future development of the area;
 - (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
 - (7) *Open Space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
 - (8) *Natural Features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
 - (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
 - (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
 - (11) *Recognized Zoning Consideration.* Whether any other recognized zoning consideration would be violated in this PZD.
- (C) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 154, Amendments.
- (1) Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and zoning standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of zoning standards and a specific master plan.
 - (2) All uses identified within §162 Use Units of the Unified Development Code may be allowed as permissible uses or conditional uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
 - (3) *Residential Density* . Residential densities shall be determined on the basis of the following considerations:

- (a) The densities of surrounding development;
 - (b) The densities allowed under the current zoning;
 - (c) The urban development goals and other policies of the city's Future Land Use Plan;
 - (d) The topography and character of the natural environment; and
 - (e) The impact of a given density on the specific site and adjacent properties.
- (4) **Building Setback.** There shall be no minimum building setback except as may be determined by the Planning Commission and City Council during review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. Greater setbacks may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate separation from adjacent properties.
- (5) **Building Height.** There shall be no maximum building height except as may be determined by the Planning Commission and City Council during the review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (6) **Building Area.** The Planning Commission and City Council shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. No. 4717, 7-5-05; Ord. No. 4764, 09-20-05; Ord. No. 4783, 10-18-05; Ord. No. 5312, 4-20-10; Ord. No. 5675, 4-1-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

~~161.36~~—161.99 - Reserved

(Ord. No. 4930, 10-03-06 repealed and re-adopted the entire chapter)

CHAPTER 162: USE UNITS

162.01 - Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern. The asterisk (*) next to a specific use indicates that the use has special conditions as required by Chapter 163, Use Conditions and Chapter 164 Supplemental Regulations.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three- and four -family dwellings
Unit 11	Manufactured home park
Unit 12 a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Transportation Trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls

Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 37	Manufactured homes
Unit 38	Mini-storage units
Unit 39	Auto salvage and junk yards
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 44	Cottage Housing Development
Unit 45	Small scale production

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(J) *Unit 10. Three (3) **and Four (4)** Family Dwellings.*

- (1) *Description.* Unit 10 is provided in order that three (3) family **and four (4) family** attached dwellings may be located in appropriate residential areas.
- (2) *Included uses.*

Three (3) family dwellings
Four (4) family dwellings

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(L) *Unit 12**a**. Limited Business.*

- (1) *Description.* Unit 12 consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12 must be within a building containing 3,000 square feet or less, **excluding areas dedicated to residential uses.**
- (2) *Included Uses.*

Personal Services: (Maximum gross floor area of 1500 square feet)	•Day care
	• Dry Cleaning
	• Salon/Barber shop
	• Tailoring
Specialized Retail: (Maximum gross floor area of 2,000 square feet)	• Antique/home decor
	• Apparel
	• Art/architectural
	• Bakery, Pastry shops
	• Bicycle Shops
	• Book store
	• Coffee shop
	• Delicatessen
	• Drugstore
	• Food specialty stores
	• Florist
	• Grocery
	• Hardware
	• Health food store
	• Hobby/Craft Stores
	• Ice cream
	• Meat Market
	• Restaurant/café
	• Small appliance
	• Stationary Store
	• Toy store
	• Video rental
Professional Offices: (Maximum gross floor area of 3000 square feet)	• Accountant
	• Architect
	• Attorney
	• Broker
	• Business/Mgmt
	• Doctor
	• Dentist
	• Engineer
	• Insurance Sales
	• Interior Designer
	• Optometrist

	• Realtor
	• Welfare agency
Studios for:(Maximum gross floor area of 3000 square feet)	• Art
	• Dance
	• Music
	• Photography
	• Pottery

(M) Unit 12b. General Business.

(1) *Description.* Unit 12b consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12b must be within a building containing 8,000 square feet or less, excluding area dedicated to residential uses.

(2) Included Uses.

<u>Personal services</u>	• <u>Day Care</u>
	• <u>Dry cleaning</u>
	• <u>Salon/Barber shop</u>
	• <u>Tailoring</u>
<u>Retail</u>	• <u>Antique/home décor sales</u>
	• <u>Apparel</u>
	• <u>Art/Architectural supplies</u>
	• <u>Bakery/Pastry shops</u>
	• <u>Bicycle shop</u>
	• <u>Bookstore</u>
	• <u>Coffee shop</u>
	• <u>Delicatessen</u>
	• <u>Drugstore</u>
	• <u>Florists</u>
	• <u>Food specialty stores</u>
	• <u>Grocery</u>
	• <u>Hardware store</u>
	• <u>Health food store</u>
	• <u>Hobby/Craft shop</u>
	• <u>Ice cream</u>
	• <u>Meat market</u>
	• <u>Restaurant/Café</u>

	• <u>Small Appliance Repair</u>
	• <u>Stationary store</u>
	• <u>Toy store</u>
	• <u>Video rental</u>
<u>Professional Offices</u>	• <u>Accountant</u>
	• <u>Architect</u>
	• <u>Attorney</u>
	• <u>Broker</u>
	• <u>Business/Mgmt. Consultant</u>
	• <u>Doctor</u>

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(O) *Unit 15. Neighborhood Shopping Goods.*

- (1) *Description.* Unit 15 includes a variety of frequently purchased commercial goods, where convenience of location is more important than comparative shopping. These uses are grouped in limited areas while prohibiting all others not necessary near the residential districts. All uses classified under Use Unit 15 must be within a building containing 25,000 square feet or less, excluding area dedicated to residential uses.

(2) *Included Uses.*

Personal services	• Barber/Salon
	• Dry cleaning
	• Laundry facility
	• Tailoring
Retail	• Apparel and accessory
	• Bakery, pastry shops
	• Bicycle shop
	• Bookstores
	• Coffee shop
	• Delicatessen
	• Drugstore
	• Electronics
	• Florists
	• Food specialty stores
	• Furniture and Home Decor
	• Grocery

	• Hardware store
	• Health food store
	• Hobby/craft shop
	• Ice cream
	• Jewelry/watch sales and
	• Meat market
	• Music instruments
	• News and magazine stand
	• Optical goods
	• Pet shop
	• Photography Studio
	• Picture framing
	• Shoe store
	• Sporting goods
	• Stationary store
	• Toy store
	• Video rental
Vehicular Sales (interior display)	• Automobile
	• ATV/Motorcycle
	• Boat/Personal Watercraft

...

(Z) *Unit 26. Multi-Family Dwellings.*

(1) *Description.* Unit 26 is provided in order that multi-family dwellings and more than ~~three~~ **four** attached units may be located in appropriate residential areas.

(2) *Included ~~Areas~~ Uses.*

Apartments
Convalescent home
Dormitory
Fraternity/Sorority houses
Multi-family attached dwellings
Rooming/boarding house
Townhouse, more than three four attached units

CHAPTER 164: SUPPLEMENTARY ZONING REGULATIONS

164.11 - Height Or Setback Regulations; Exceptions And Home Protection Requirements

- (A) *Side Setbacks-Detached Single-family Units.* In R-12 and all multi-family zoning districts that permit detached single-family units, side setbacks may be varied to permit zero lot line development patterns, subject to all applicable building and fire codes and the following standards.
- (1) The zero lot line allowance only applies to detached single-family homes.
 - (2) The side setback opposite of the zero lot line shall be at least 10 feet.
 - (3) At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.
- (B) *Side Setbacks-Attached Townhouse Units.* In zoning districts that permit two, three or other multi-family residential uses, side setbacks may be varied to permit common walls between single family attached/townhouse dwellings, subject to all applicable building and fire codes and the following standards:
- (1) The total number of dwelling units on the lot, prior to being subdivided into single family attached/townhouse lots, shall conform to the minimum bulk and area requirements of the underlying zoning district.
 - (2) The townhouse development shall conform to the zoning district density, exterior setback requirements, height regulations and all other applicable city ordinances.
 - (3) There shall be a minimum lot width of 18 feet for each dwelling unit.
 - (4) There shall be no minimum lot area requirement unless otherwise specified by the underlying zoning district.
- (C) *Home Protection Requirements.* Regardless of any other setback or build-to zone regulations, new multifamily, commercial, office, parking deck, or mixed use construction exceeding 24 feet in height which adjoins or abuts a single family home being used primarily as a single family residence within the Downtown General or Main Street Center Zoning Districts must at a minimum be set back from the side or rear adjoining property line at least 15 feet. The maximum height of the new building from the 15-foot setback shall be 36-feet for an additional 15-foot stepback from the residence's property line. These setback and stepback requirements are minimums so that, if larger setbacks or stepbacks are required by other zoning laws, the larger setback/stepbacks are controlling.
- (D) The height limitations contained in the Zoning Regulation, Chapter 161, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

(Code 1965, App. A., Art. 8(6); Ord. No 1747, 6-29-70; Ord. No. 2555, 8-21-79; Code 1991, §160.113; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 5225, 3-3-09; Ord. No. 5327, 6-1-10; Ord. No. 5636, 12-03-13; Ord. No. [5800](#), § 1(Exh. A), 10-6-15)

CHAPTER 166: DEVELOPMENT

166.01 - Development Categories

- (A) *Property Line Adjustment.* A property line adjustment is a transfer or adjustment of a property line or lines between adjoining property owners which does not create a separate, new lot. A property line adjustment cannot dedicate new easements or right-of-way.
- (B) *Subdivision of Land.*
 - (1) *Lot Split.* When a property is to be subdivided into two (2), three (3) or four (4) lots, the application may be processed as a lot split. After the creation of more than four lots from an original parent tract, any subsequent subdivision of the parent or resulting tracts is required to be processed as a preliminary/final plat, or concurrent plat. A lot split may dedicate new easements or right-of-way, and may be combined with an easement plat.
 - (2) *Preliminary Plat.* When a property is to be subdivided into more than four lots, or when a parent or resulting tract has been subdivided three or more times and is proposed to be further subdivided, the application shall be processed as preliminary plat. A preliminary plat establishes the preliminary location of lot lines, streets, and utility infrastructure, and allows for the applicant to request construction plan approval and install required improvements.
 - (3) *Final Plat.* After completion of the required infrastructure (water, sewer, storm drainage, utilities, street improvements, etc.) for a preliminary plat, the subdivider may submit an application for approval of the final plat. The final plat application may not be submitted until the final inspection for the required infrastructure has been scheduled with City Engineering staff.
 - (4) *Concurrent Plat.* A concurrent plat combines the preliminary and final plat into one step. A concurrent plat is permitted when a property is to be subdivided into more than four (4) lots, or when a parent or resulting tract has been subdivided three (3) or more times and is proposed to be further subdivided, and the existing and new parcels do not require construction of new infrastructure.
- (C) *Concept Plan.* When a developer intends to subdivide or develop land within the city or city's planning area boundary he/she may submit a concept plan to obtain feedback and recommendations from city staff and the Planning Commission prior to submitting a fully engineered development plan for review.
- (D) *Large Scale Development.* A large scale development is generally intended for, but not limited to, a non-residential, mixed use, or multi-family development on a site of 1 acre or greater in size, or the construction of a multi-family building or buildings with twenty-four (24) units where subdivisions of land is not proposed.
 - (1) *Requirement.* The development of the following must be processed in accordance with the requirements for a large scale development:
 - (a) A lot or parcel 1 acre or greater in size;
 - (b) Facilities emitting odors or handling explosives.
 - (2) *Excluded Developments.* The following shall be excluded from the large scale development review process:
 - (a) *Single-Family.* A single-family residence, an addition to a single-family residence, or an accessory structure for a single-family residence;
 - (b) *Additions.* An addition to an existing structure if the addition will not:
 - (i) Exceed 10,000 square feet; or
 - (ii) Require more than twenty-five (25) additional parking spaces under the provisions of Chapter 172, Parking and Loading; or
 - (iii) Require a change in existing ingress or egress.
 - (c) *Additional Structure.* An additional structure when erected as part of an existing development, subject to the limitations of (D)(2) above.
 - (d) *Prefabricated Accessory Buildings.* A prefabricated, movable accessory building.
 - (e) A development on a lot or parcel in a zoning district subject to administrative approval.
 - (3) *Modifications.*

- (a) *Minor Modifications.* The Zoning and Development Administrator may authorize minor modifications in an approved large scale development or subdivision of land. Minor modifications shall include, but not be limited to, substitutions of one approved structural type for another, minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased, and minor shifts in property line locations.
 - (b) *Major Modifications.* In the event that a developer wishes to make major modifications to an approved development, such modifications shall be submitted to the Subdivision Committee or Planning Commission in a form which compares the approved submission with the desired changes. After submission, the Subdivision Committee shall approve or disapprove the requested modifications.
- (E) *Large Site Improvement Plan.* A large site improvement plan review is intended for a large scale development that is located on a site within a zoning district that permits administrative approval. A large site improvement plan is subject to the requirements and excluded developments for a large scale development listed in Fayetteville Unified Development Code 166.01 (D). A Large site improvement plan is subject to the modification requirements of a small site improvement plan listed in Fayetteville Unified Development Code §166.01 (F).
- (F) *Small Site Improvement Plan.* A small site improvement plan review is intended for a non-residential, mixed use, or multi-family development on a site that is less than one (1) acre in size.
 - (1) *Requirement.* The development of the following must be processed in accordance with the requirements for a small site improvement plan:
 - (a) A development that is excluded from large scale development review and requires review by multiple city divisions;
 - (b) The construction of more than **two (2)** single-family residences on one (1) lot within any zoning district other than a single-family zoning district.
 - (2) *Excluded Developments.*
 - (a) The construction of **two (2)** single-family residences, an addition to a single-family residence, or an accessory structure for a single-family residence shall be exempt from the site improvement plan requirements.
 - (b) A development that requires review by a single city division.
 - (3) *Modifications.*
 - (a) *Minor Modifications.* The Zoning and Development Administrator may authorize minor modifications to an approved small site improvement plan. Minor modifications shall include, but not be limited to, substitutions of one (1) approved structural type for another or minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased.
 - (b) *Major Modifications.* In the event that a developer wishes to make a major modification to an approved small site improvement plan, such modifications shall be submitted to the Technical Plat Review Committee, in a form which compares the approved submission with the desired changes. After the requests made by the Technical Plat Review Committee have been satisfied, the Zoning and Development Administrator may approve the requested modification.

(Code 1965, App. C., Art. II, §§A—D; Ord. No. 1750, 7-6-70; Ord. No. 2581, 12-4-79; Ord. No. 2789, 1-18-82; Code 1991, §§159.010; 159.11(C), 159.12, 159.13; 159.14; Ord. No. 3781, §1, 4-19-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4350, §1, 11-20-01; Ord. No. 5296, 12-15-09; Ord. No. 5653, 01-21-14)

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166.12 - Structures Not Allowed Within Public Easements

- (A) No portion of any building, pool (in-ground or above ground) or other immovable structure shall be built within a public utility easement.

- (B) Walls, brick or stone fences (with or without metal portions), monument or pole signs, and other difficult to move structures may only be built within public easements if permitted by the Zoning and Development Administrator after receiving written approval by all utility providers that could access the easement. The written documentation shall be filed of record in the Washington County Circuit Clerk's office. Any related damage or relocation of utilities or the structure in the easement shall be at the owner/developer's expense. The owner shall be responsible at his or her own expense to promptly remove any permitted structure or portion of such structure within the easement if a utility company or the city needs access. A utility company or the city may remove such structure or portion of a structure itself to avoid delaying necessary installation, maintenance or repair work without liability to the property owner who may reinstall the permitted structure at his or her own expense once the installation, repair or maintenance work is finished.
- (C) Readily movable fences (field fence, barbed wire, chain link, woodboard privacy, etc.) may encroach upon non-drainage public easements. Although the property owner is legally responsible to remove a fence blocking an easement, the city or utility company may remove such fence blocking an easement if access to the easement is necessary. The city or utility company will reinstall the fence to its approximate pre-removal condition after the maintenance, installation, removal or repair of mains or utility structures is finished. Neither the city nor any utility company shall be liable for damages to any property owner as a result of this subsection.
- (D) No fences may be installed in any drainage easement if such installation could impede the drainage through the easement.
- (E) No item may be installed within a public easement that could restrict the function, visibility, or access to a utility structure such as a manhole, meter, electrical, phone, or cable box, or other structure as may be built for utility function. No item shall be placed within 3 feet of a fire hydrant or in any way that may restrict visibility, access or use of the hydrant, which includes the clear space around the hydrant from which a pressurized hose may extend when in use.

(Ord. No. 5233, 4-21-09)

CHAPTER 167: TREE PRESERVATION AND PROTECTION

167.04 - Tree Preservation And Protection During Development

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- (C) *Canopy Area.* In all new subdivisions, large scale developments, industrial and commercial developments, and all other improvements listed above, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development, unless trees have been removed.

Table 1
Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential - One Half Unit per Acre	25%
RSF-1, Single-family Residential - One Unit per Acre	25%
RSF-2, Single-family Residential - Two Units per Acre	20%
RSF-4, Single-family Residential - Four Units per Acre	25%
RSF-7, Single-family Residential - Seven Units per Acre	20%
RSF-8, Single-family Residential - Eight Units per Acre	20%
RSF-18, Single-family Residential - Eighteen Units per Acre	20%
R-O, Residential -Office	20%
<u>RI-12, Residential Intermediate – Twelve (12) Units per Acre</u>	20%
<u>RI-U, Residential Intermediate – Urban</u>	<u>15%</u>
RMF-6, Multi-family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential - Forty Units per Acre	20%
<u>NS-L, Neighborhood Services, Limited</u>	20%
<u>NS-G, Neighborhood Services, General</u>	<u>20%</u>
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UT, Urban Thoroughfare	15%

C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

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CHAPTER 169: PHYSICAL ALTERATION OF LAND

169.03 - Permits Required/Exceptions

- (A) *Permit Required.* No grading, filling, excavation, or land alteration of any kind shall take place without first obtaining:
- (1) A grading permit pursuant to this chapter except as specified in §169.03(B);
 - (2) A stormwater management, drainage and erosion control permit (hereinafter referred to as a "drainage permit") except as specified in §170.03(C) and §170.03(D); and
 - (3) An Arkansas Department of Environmental Quality Stormwater Construction Permit and incorporated Stormwater Pollution Prevention Plan, if required by state law.
 - (4) A grading permit is required by the city for any development occurring within the Hillside/Hilltop Overlay District boundaries. If a parcel of land is divided by the Hillside/Hilltop Overlay District boundary, then only that portion of land lying within the boundary is subject to the requirements of this chapter.
- (B) *Exceptions Where No Grading Permit Is Required.* Grading permits are not required for the following:
- (1) *Excavation Below Finish Grade.* Excavations below finished grade for basements, swimming pools, hot tubs, septic systems, retaining walls under 4 feet in height, and like structures authorized by a valid building permit.
 - (2) *Cemetery Graves .* Cemetery graves.
 - (3) *Refuse Disposal .* Refuse disposal sites controlled by other regulations.
 - (4) *Single-Family/Duplex .* Construction of up to two (2) single-family residences s on a single lot, or duplex not located within the one hundred (100) year flood plain, the Hillside/Hilltop Overlay District, or on a slope 15% or greater.
 - (5) *Building Additions .* Building additions of less than 2,000 square feet where associated land alteration activities are not beyond the scope of what is necessary to construct said addition and are not located within the one hundred (100) year flood plain, the Hillside/Hilltop Overlay District, or on a slope 15% or greater.
 - (6) Other minor fill or grading for maintenance purposes such as landscaping, yard grading, maintenance, farming, gardens, and similar activities.
- (C) *Grading Permit Application and Approval.* No grading permit shall be issued until the grading plan, endorsed by a registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills. Grading permits may be issued jointly for parcels of land that are contiguous, so long as erosion control measures are in place until project completion. Any application for a required grading permit under this chapter shall be submitted concurrently with the application and calculations for a drainage permit if such a drainage permit is required by §170.03., coordination with Chapter 167. Tree Preservation and Protection is required.
- (D) *Permit Posted .* A copy of the grading permit cover page shall be posted at or near the street right-of-way line and shall be clearly visible from the street.

(Code 1991, §161.03; Ord. No. 3551, 6-5-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. No. 4313, 5-15-01; Ord. No. 4855, 4-18-06; Ord. No. 5336, 8-3-10; Ord. No. 5702, Repealed & Replaced Chp. 169, 8-5-14)

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jonathan Curth, Senior Planner and City Planning Division Staff

THRU: Andrew Garner, Planning Director

MEETING DATE: November 28, 2016 (**Updated with Planning Commission Results**)

SUBJECT: **ADM 16-5631: Administrative Item (UDC CHAPTERS 161 & 162 AMENDMENTS):** Submitted by PLANNING STAFF for revisions to several chapters in the Unified Development Code. The proposal is to create two new zoning districts, a new use unit, and include accessory dwellings as a permitted use in several existing districts. The intent of the code changes are to facilitate greater flexibility in medium-intensity commercial and medium-intensity urban residential development.

RECOMMENDATION:

Staff recommends that the Planning Commission discuss and forward **ADM 16-5631** to the City Council with a recommendation of approval.

PROJECT SYNOPSIS:

November 14th Planning Commission: This item was discussed and tabled at the November 14, 2016 Planning Commission meeting. The commission was generally in favor of the proposal. At that meeting the commission requested staff evaluate the potential to reduce the minimum lot width for two-family dwellings in the Neighborhood Services districts (NS-L and NS-G) and to evaluate including four-family dwellings as a use by right in the RT-U zoning district. Staff has evaluated these comments and incorporated them into the proposed code changes, agreeing that they are in line with the intent of the overall proposal. Staff has also modified one of the three dimensional diagrams to incorporate the NS zoning district within the residential single family block as suggested by the commission.

Staff proposes the following code changes:

- Create two new zoning districts, a new use unit, and include accessory structures as a permitted use in appropriate zoning districts to facilitate the goals of City Plan 2030 and supplement the gaps in the existing zoning districts to encourage appropriate medium-intensity residential and commercial development.
 - o The **Residential Two (2) and Three (3) Family, Urban (RT-U)**, zoning district is intended to encourage attached and detached housing development that is more urban and walkable than low- and medium-density residential, but with less impact on services or adjacent properties than high-density housing. This district is intended to allow similar development patterns as the DG, Downtown General, zoning district, without the non-residential uses and high density apartment

buildings that can pose compatibility issues when a DG rezoning is proposed in an existing neighborhood.

- Properties developed under the proposed RT-U zoning district do not have lot area minimums and have reduced setbacks and lot width requirements, facilitating infill and traditional town form.
- o The **Neighborhood Services, General (NS-G)** zoning district is a form-based district that permits mixed-use and medium-intensity commercial development that is limited in size and contextually sensitive to residential areas. This district is intended to fill the gap in zoning between the existing NS, Neighborhood Services, and CS, Commercial Services, districts.
 - The commercial uses allowed by right are generally considered to not pose compatibility issues with adjacent residential areas.
 - The increased allowed building size widens the breadth and viability of commercial uses complimentary and adjacent to residential areas.
- o **Use Unit 12b, General Business**, fits in between the current Use Units 12 and 15 with regards to the permitted uses and the 8,000 square foot maximum building square footage allowed (UU-12 and -15 allow for 3,000 and 25,000 square feet respectively)
 - Use Unit 12b is proposed as a permitted use in Neighborhood Services, General to permit the aforementioned greater array of allowed activities and building size in between that allowed in the current NS and CS districts.
- o The addition of Use Unit 41: Accessory Dwellings, is proposed to be added as a permitted use to those zoning districts that permit single-family dwellings by right.
- o The addition of Four (4) Family Dwellings to Use Unit 10, Three (3) Family Dwellings, to facilitate the development of 'middle missing' housing in a wider array of zoning districts.

DISCUSSION:

Over the past year Planning staff has received feedback from developers, Commissioners, and Alderman that the current zoning districts in the City of Fayetteville need to be broadened to provide sufficient flexibility to adequately pursue the goals laid out in City Plan 2030, particularly with regards to the pursuit of appropriate infill and traditional town form. In the interest of facilitating development that is complementary to the City's goals, staff developed the two new zoning districts and a related use unit outlined above.

The first zoning district, RT-U, is proposed as a tool to foster infill development in an urban pattern. Staff envisions this district increasing density and housing opportunities in areas with existing services and facilities. A frequent concern in urban areas nationwide, and not an uncommon complaint in Fayetteville, is that there is little in the way of housing variety between detached single-family homes and larger multi-family developments. The RT-U zoning district can potentially address and ameliorate this 'missing middle' and provide another option for attainable housing.

The second proposed district, NS-G, General, seeks to address applicant, staff, Commissioner, and Alderman concerns with recommending zoning districts that do not include uses complimentary to residential areas in order to provide a needed form or function not otherwise allowed. The most frequent instance of this has been the request for CS, Commercial Services rezonings to allow for specific residentially-sensitive commercial uses that need a greater building size than the 3,000 square feet allowed in NS, Neighborhood Services. Given the allowance of buildings as large as 25,000 square feet and uses like gas stations and drive-through restaurants

in the CS zoning district, this presents potential compatibility issues. The proposed NS-G zoning district and associated Use Unit 12b address these concerns by creating a form-based district with uses determined to be residentially-sensitive and in structures of appropriate size. These code changes are part of a continual effort to calibrate our zoning code to the market, development trends, and adopted City policy. The new districts and use unit provide more refined tools in the City's zoning district 'toolkit,' encouraging a greater degree of compatibility and transition in specific contexts.

Amendments and changes to the Unified Development Code are proposed as follows:

1. Chapter 160: Zoning Districts. Add RT-U and NS-G zoning districts to the Establishment of Districts table.
2. Chapter 161: Zoning Regulations.
 - Add RT-U, Residential Two (2) and Three (3) Family zoning district. The proposed zoning district requirements are attached.
 - Add NS-G, Neighborhood Services, General zoning district. The proposed zoning district requirements are attached.
 - Amend the NS, Neighborhood Services, zoning district to read "NS-L, Neighborhood Services, Limited"
 - Amend all districts that allow Use Unit 10 as a permitted or conditional use to include the unit's new language (See below).
 - Add Use Unit 41: Accessory Dwellings as a permitted used in all districts that allow a single-family dwelling by right.
3. Chapter 162: Use Units.
 - Amend Unit 10 to read "Three (3) and Four (4) Family Dwellings"
 - Amend Unit 12 to read "Unit 12a" and add Unit 12b.
 - Amend Units 12a and 15 to include language excluding areas dedicated to residential uses from the maximum allowed building size.
 - Add Unit 12b. General Business. The proposed Use Unit requirements are attached.
 - Amend Unit 26 to read "...multi-family dwellings of more than four attached units..."
4. Chapter 164: Supplementary District Regulations.
 - Amend Section A to read "In RT and all..." rather than "In RT-12 and all..."
5. Chapter 166: Development
 - Amend the "Requirement" and "Excluded Developments" sections of Small Site Improvement Plan to read "...two (2) single-family residences..." rather than "...one (1) single-family residence..."
6. Chapter 167: Tree Preservation and Protection
 - In Table 1 of §167.04:
 - o Add RT-Urban, Residential Two (2) and Three (3) Family with a 15% minimum canopy requirement.
 - o Amend NS, Neighborhood Services, to NS-L, Neighborhood Services, Limited.
 - o Add NS-G, Neighborhood Services, General, with a 20% minimum canopy requirement.
7. Chapter 169: Physical Alteration of Land
 - Amend Permits Required/Exceptions to read "Construction of up to two (2) single-family residences on a single lot..." rather than "Construction of one (1) single-family residence..."

RECOMMENDATION:

Staff recommends that the proposed code changes be forwarded to by the Planning Commission to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>November 28, 2016</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Autry	Second: Selby	Vote: 9-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date:	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Proposed zoning districts and use unit:
 - o §161.12 RT-U, Residential Two (2) and Three (3) Family, Urban
 - o §161.19 NS-G, Neighborhood Services, General
 - o §162 Use Unit 12b
- Zoning District Comparisons:
 - o RT-12 and RT-U
 - o NS-L and NS-G
- Plan view of proposed zoning districts:
 - o RT-U
 - o NS-G
- Idealized transects of proposed zoning districts:
 - o RT-U Traditional Town Form
 - o NS-G Traditional Town Form
 - o NS-G Vehicular-Oriented/Suburban Development
- ~~Proposed code changes as shown in strikethrough-highlight:~~
 - ~~o §160 (Zoning Districts)~~
 - ~~o §161 (Zoning Regulations)~~
 - ~~o §162 (Use Units)~~
 - ~~o §164 (Supplementary District Regulations)~~
 - ~~o §166 (Development)~~
 - ~~o §167 (Tree Preservation and Protection)~~
 - ~~o §169 (Physical Alteration of Land)~~

In the interest of brevity, and not duplicating the provided exhibit, this attachment is not included in the materials for City Council.

ADM 16-5631
Proposed RT-U Zoning District

161.12 - District RT-U, Residential Two (2) And Three (3) Family, Urban

(A) *Purpose.* The RT-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density, but with less impact than high density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 26	Multi-family Dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building Area*. The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) *Minimum Buildable Street Frontage*. 50% of the lot width.

ADM 16-5631
Proposed NS-G Zoning District

161.19 - Neighborhood Services, General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General Business
Unit 24	Home occupations
Unit 41	Accessory Dwelling Units
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating Places
Unit 16	Shopping Goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, Studios and Related Services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 45	Small Scale Production

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family	35 feet
Three or more	90 feet

All other uses	None
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(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	45 feet
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

ADM 16-5631
Proposed Use Unit 12b

(O) Unit 12b. General Business,

- (1) *Description.* Unit 12b consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12b must be within a building containing 8,000 square feet or less, excluding area dedicated to residential uses.

(2) *Included Uses.*

Personal services	•Day Care
	• Dry cleaning
	• Salon/Barber shop
	• Tailoring
Retail	• Antique/home décor sales
	• Apparel
	• Art/Architectural supplies
	• Bakery/Pastry shops
	• Bicycle shop
	• Bookstore
	• Coffee shop
	• Delicatessen
	• Drugstore
	• Florists
	• Food specialty stores
	• Grocery
	• Hardware store
	• Health food store
	• Hobby/Craft shop
	• Ice cream
	• Meat market
	• Restaurant/Café
	• Small Appliance Repair
	• Stationary store
	• Toy store
	• Video rental
Professional Offices	• Accountant
	• Architect
	• Attorney
	• Broker
	• Business/Mgmt. Consultant
	• Doctor

ADM 16-5631

RT-12 and RT-U Comparison

161.11 - District RT-12, Residential Two (2) And Three (3) Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12
----------------	----

(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

161.12 - District RT-U, Residential Two (2) And Three (3) Family, Urban

(A) *Purpose.* The RT-Urban Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density, but with less impact than high density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 26	Multi-family Dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
-------------------------	------------

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, § 1(Exh. A), 10-6-15)

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
-------------------------	------------

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

ADM 16-5631
NS-L and NS-G Comparison

161.18 - Neighborhood Services, Limited

(A) *Purpose.* The Neighborhood Services, Limited district is designed to serve as a mixed use area of low intensity. Neighborhood Services, Limited promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	Ten (10) or less
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161.19 - Neighborhood Services, General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General Business
Unit 24	Home occupations
Unit 41	Accessory Dwelling Units
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating Places
Unit 16	Shopping Goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, Studios and Related Services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 45	Small Scale Production

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family	35 feet
Three or more	90 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height Regulations.*

Building Height Maximum	45 feet
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(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, § 1(Exh. A), 10-6-15)

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family	35 feet
Three or more	90 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when Contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

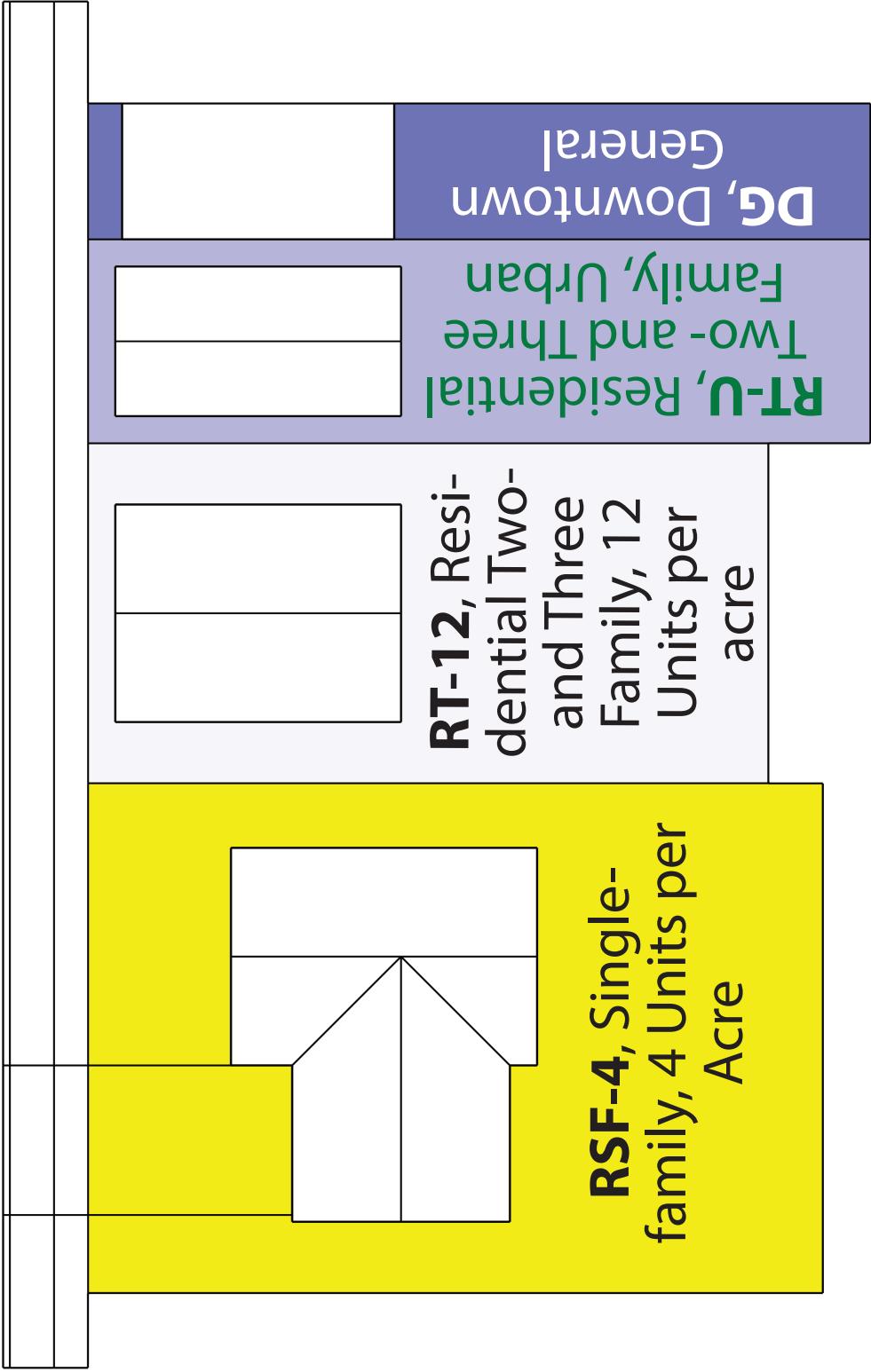
(F) *Building Height Regulations.*

Building Height Maximum	45 feet
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

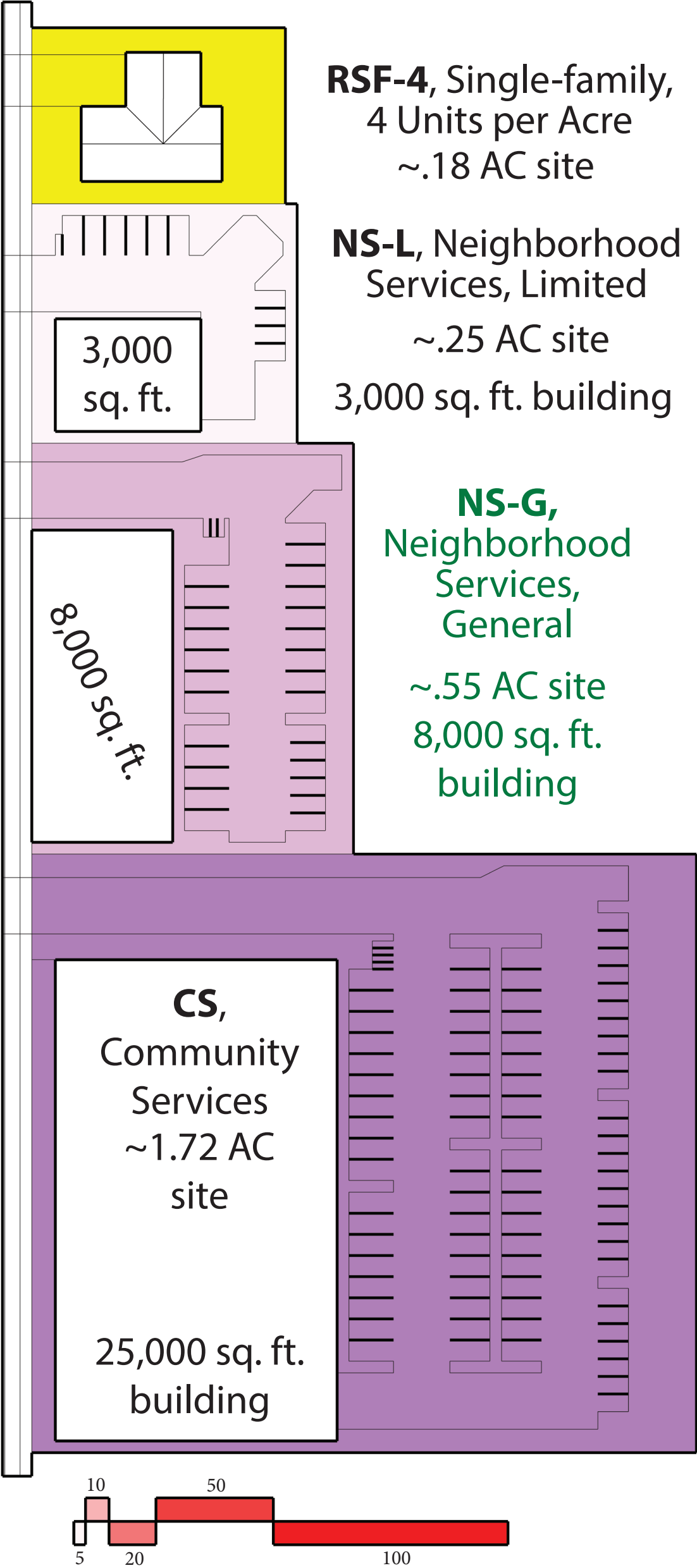
ADM 16-5631

**Plan View Transect of
Proposed RT-U Zoning District**



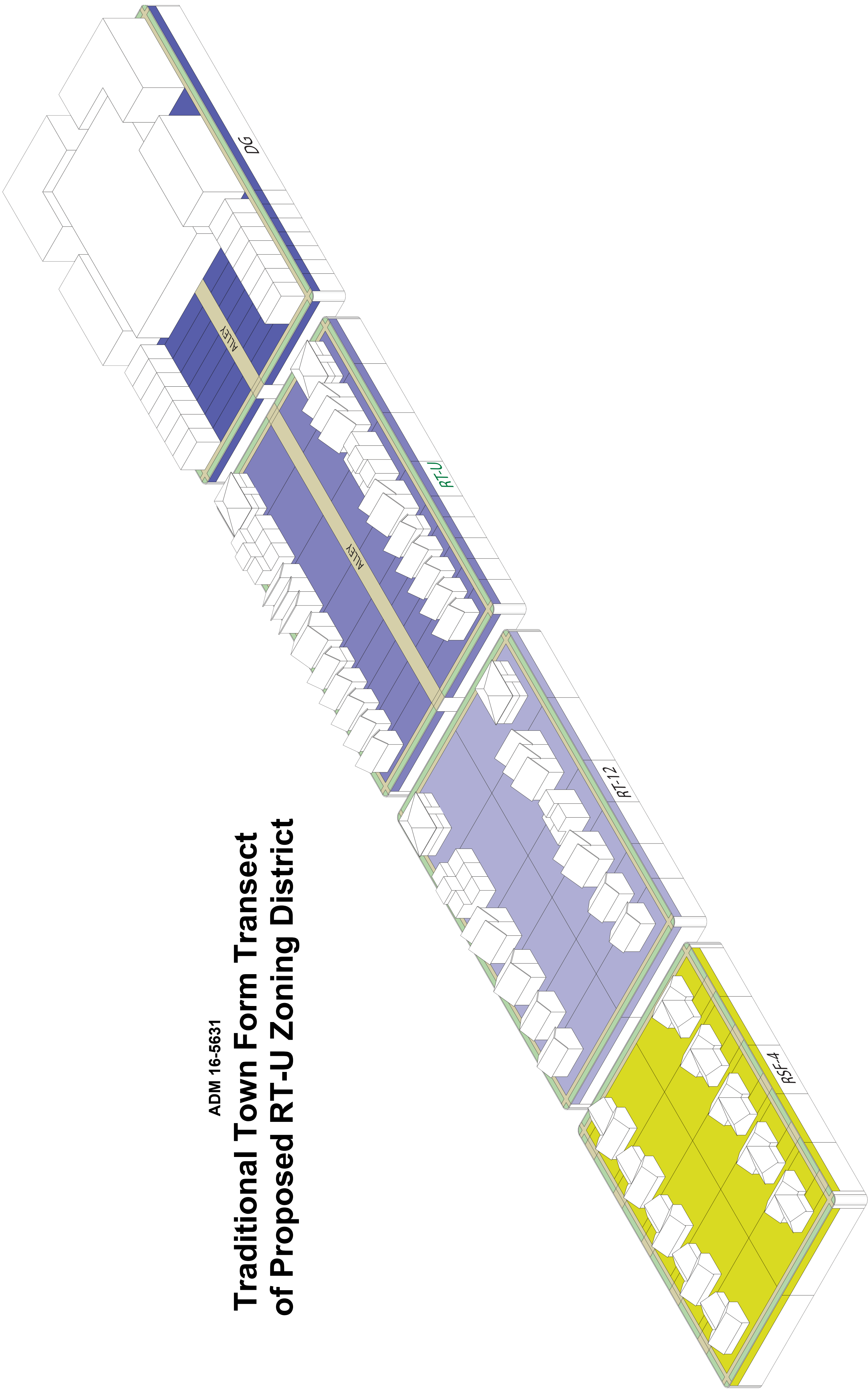
ADM 16-5631

**Plan View Transect of
Proposed NS-G Zoning District**



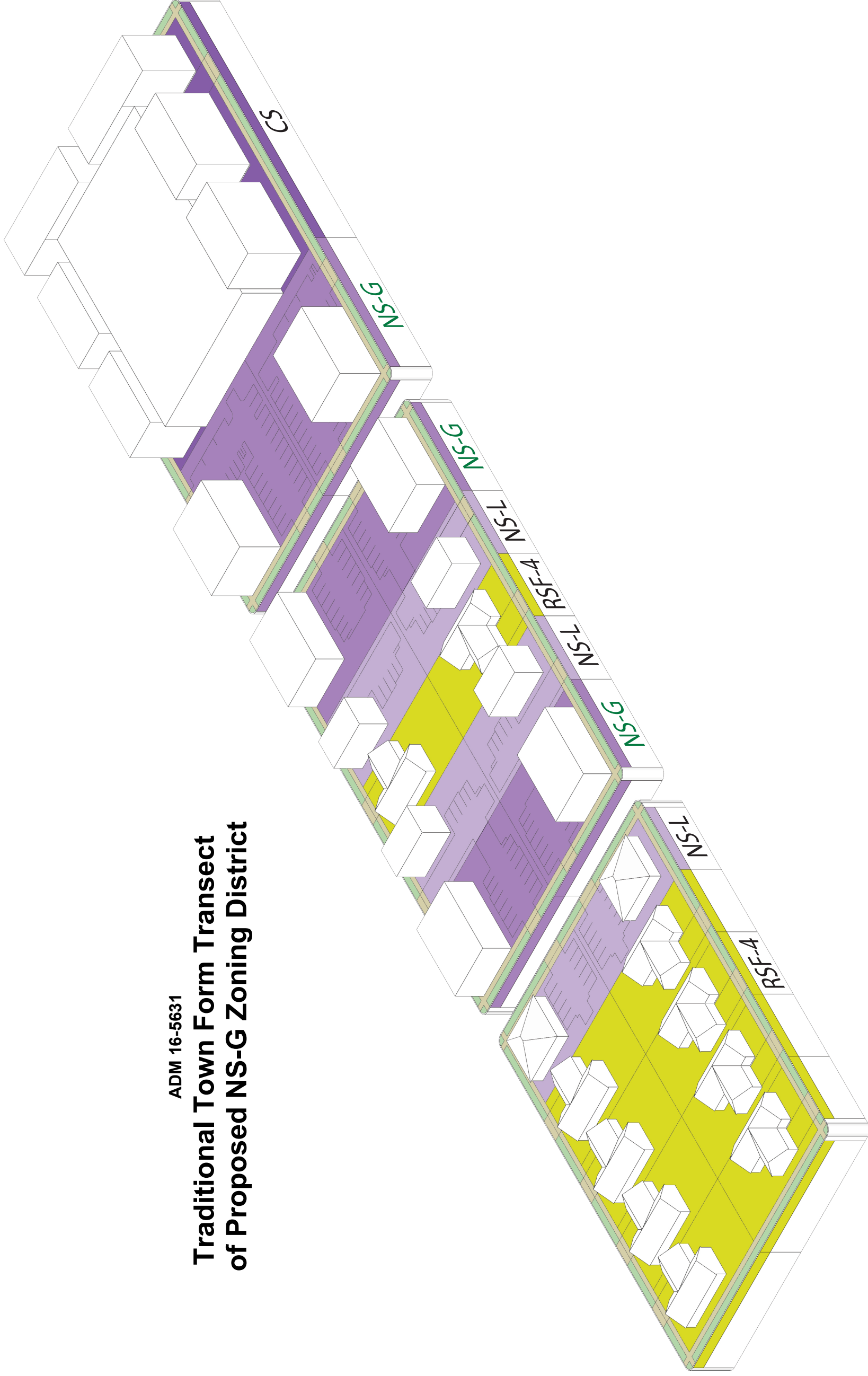
ADM 16-5631

Traditional Town Form Transect of Proposed RT-U Zoning District



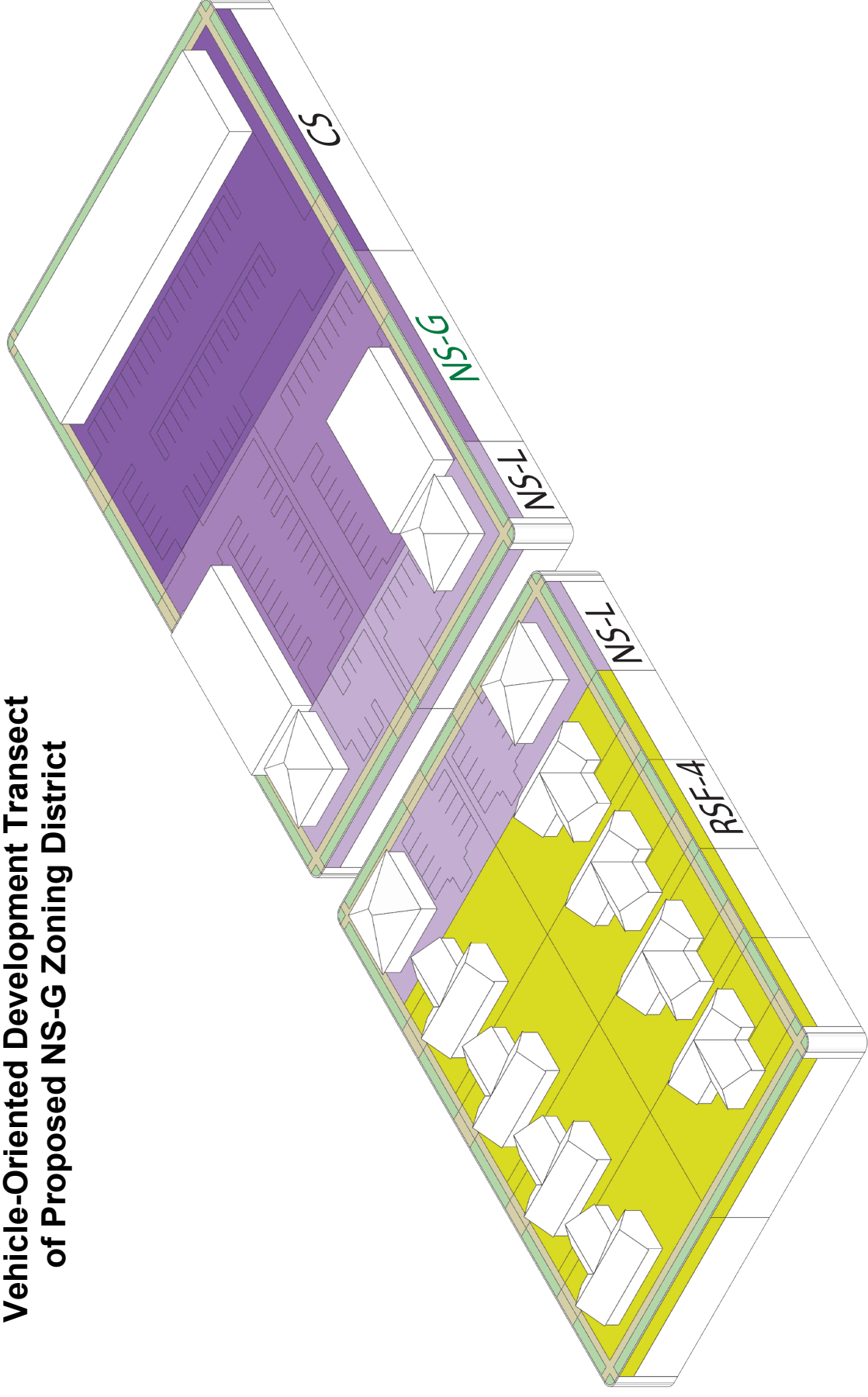
ADM 16-5631

Traditional Town Form Transect of Proposed NS-G Zoning District



ADM 16-5631

Vehicle-Oriented Development Transect of Proposed NS-G Zoning District





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0667

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 7

PRELIMINARY PLAT 16-5642 (PARK MEADOWS) GRANT APPEAL:

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5642 (PARK MEADOWS) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2) (a)(iv) OF THE UNIFIED DEVELOPMENT CODE

WHEREAS, the proposed Park Meadow Subdivision shown on Preliminary Plat 16-5642 was approved by the Planning Commission on a split vote; and

WHEREAS, the Planning Commission required the developer to improve all of Morningside Drive adjoining the Park Meadows development, to provide new street accesses to Huntsville Road and 15th Street (Highway 16 East) as well as to Morningside Drive; and

WHEREAS, the Planning Commission also required the developer to pay the 290 home development's estimated share of a possible traffic light at the intersection of Huntsville and Morningside and to create a fairly short left turn lane on Huntsville Road for that intersection; and

WHEREAS, the Planning Commission did not require that the developer must widen Huntsville Road an approximate distance of 800 feet to add a continuous turn lane east of Morningside Drive.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby grants the appeal of City Council Member Adella Gray to reject the approval of and to deny Preliminary Plat 16-5642 (Park Meadows) pursuant to the conditions approved by the Planning Commission because the City Council holds and determines that without an 800 feet continuous turn lane along Huntsville Road from the intersection with Morningside toward the east that this 290 house development will create or compound a dangerous traffic condition.

AGENDA REQUEST FORM

FOR: Council Meeting of January 3, 2017

FROM:

City Council Member Adella Gray

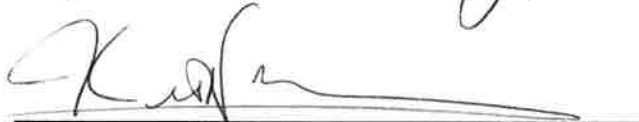
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5642 (PARK MEADOWS) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2) (a)(iv) OF THE UNIFIED DEVELOPMENT CODE

APPROVED FOR AGENDA:


City Council Member Adella Gray

12-12-16
Date


City Attorney Kit Williams
(as to form)

Dec 12, 2016
Date

RECEIVED

DEC 12 2016

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

12:15 pm

December 12, 2016

Mrs. Sondra Smith, City Clerk
City of Fayetteville
Room 308
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mrs. Smith,

Please consider this letter an official appeal of the November 28th, 2016 decision of the Fayetteville Planning Commission to approve to PPL 16-5642 Preliminary Plat, Park Meadows Subdivision (NE of East 15th Street and Morningside Drive).

This appeal is based upon my view that a dangerous traffic condition exists in the Huntsville Road/Morningside Drive area which will be compounded by the addition of 300+ vehicles driven onto these and neighboring streets by property owners within the Park Meadows development. I would like to give the City Planning staff more time to review and comment on the official traffic study of the area completed by Peters Engineering. Such a review may result in recommendations of traffic abatement strategies which in the end will save lives and prevent vehicular congestion and damage.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Adella Gray". The signature is written in dark ink and is positioned below the "Sincerely yours," text.



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: **December 13, 2016**

RE: **Appeal of Planning Commission Approval of Preliminary Plat 16-5642**
(Park Meadows)

On a split vote, the Planning Commission approved Preliminary Plat 16-5642 (Park Meadows) with many, but not all, street improvements recommended by the Planning Department. This was appealed on the same ground as the Macey Drive Apartments had originally been denied by the Planning Commission: an allegation that **"the proposed development would create or compound a dangerous traffic condition."** This is the only issue the City Council may consider in this appeal.

The Unified Development Code further defines what a "dangerous traffic condition" means.

"(A) dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern." *Id.*

Although the developer agreed (and was required by the Planning Commission) to pay its share of a proposed future traffic light at Huntsville and Morningside with intersection improvements including a left turn lane on

Huntsville, major improvements to Morningside, two streets intersecting Huntsville east of Morningside and one street intersecting Highway 16 East (15th Street) east of Morningside, the Planning Department had also recommended widening Huntsville for a continuous left turn lane for about 800 feet east of Morningside.

Such widening would destroy 800 feet of the new sidewalk just finished by our Transportation Department along Huntsville Road and require moving the existing bike lane from Huntsville to be replaced by a multiuse trail along the northern border of Park Meadows subdivision. Planning recommended that all of this widening and the new multiuse trail not only be dedicated on the developer's land, but be built and paid for by the developer.

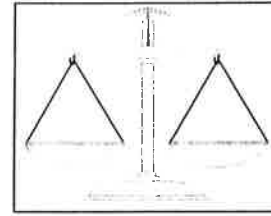
These costs could exceed One Million Dollars for this 290 home subdivision which I believe is significantly more than what has been required of any similarly sized housing development. These required improvements are called an exaction. We need to ensure this exaction does not exceed the rough proportionality of the impact of these new homes on the city infrastructure, in this case, adjoining streets.

A traffic study had been conducted by the developer at the last moment upon request by the Planning staff or the Planning Commission. What this study establishes or even means was a matter of discussion by City Engineering staff or the developer's engineer. With this appeal, this traffic study can be more closely analyzed by these engineers. Please listen to the engineers as the experts in this field as part of the basis of your decision.

Attached is a copy of my February 9, 2007 memo on approval/rejection criteria for preliminary plats by the City Council. This outlines the legal tests you must use which have remained unchanged for at least 14 years. The key requirement that you must keep in mind is this rule decreed by the Arkansas Supreme Court:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards."
Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988) (emphasis added).

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody, Mayor**
City Council

CC: **Jeremy Pate, Director of Current Planning**
Planning Commissioners

FROM: **Kit Williams, City Attorney**

A handwritten signature of Kit Williams, the City Attorney, is written over a horizontal line. The signature is in cursive and appears to read 'Kit Williams'.

DATE: **February 9, 2007**

RE: **Approval/Rejection of Large Scale Developments and**
Preliminary Plats and Downzoning Residential Property

APPROVAL OF LARGE SCALE DEVELOPMENTS

The Planning Commission and (on appeal) the City Council can be faced with strong neighborhood opposition to a Large Scale Development (LSD) or Preliminary Plat with compelling arguments that the proposal is incompatible with the existing neighborhood, too dense, likely to devalue adjoining homes, etc. At least as early as June 11, 2002, I have had to inform you that these type of arguments may not be considered when determining whether to approve or reject a Preliminary Plat or LSD.

Attached are my memos of June 22, 2002; October 22, 2002; November 5, 2002; May 11, 2004; and November 10, 2005. All these memos state the same legal requirement. Both the Planning Commission and the City Council must follow the dictates of the Unified Development Code (enacted by the City Council).

We elected officials all took the oath of office promising to abide by the Arkansas Constitution and faithfully fulfill the duties of our offices (which I understand to mean to obey the law as determined by our highest authority, the Arkansas Supreme Court).

The Arkansas Supreme Court has clearly held:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards." Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The six factors you have enacted into the UDC that can be considered are found in §166.05 C.7.d.

"d. The Subdivision Committee or Planning Commission may refuse to approve a large scale development or preliminary plat for any of the following reasons:

- (1).** The preliminary plat or development plan is not submitted in accordance with the requirements of this section.
- (2).** The proposed development would violate a City ordinance, a State statute, or a Federal statute.
- (3).** The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
- (4).** The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a "dangerous" traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
- (5).** City water and sewer is not readily available to the property within the large scale development or preliminary plat and the developer has made no provision for extending such service to the development.

(6). The developer refuses to comply with subsection 7.b. and c. pertaining to required on-site and off-site improvements."

Any objection or reason to deny a Large Scale Development or Preliminary Plat must be included within those six stated reasons to be valid. If a proposed Large Scale Development or Preliminary Plat meets the minimum standards of the Unified Development Code, **it must be approved even if every Commissioner or every Alderman believes it is a terrible development unanimously opposed by the neighbors.**

Although the City Council has clear authority to amend the UDC and change the factors that could be considered beyond the six currently enacted by the City Council, until such an amendment occurs you **must** obey your current Code of Ordinances.

"A city simply cannot pass procedural ordinances they expect to be followed by their residents and then conveniently ignore them themselves. **A legislative body must substantially comply with its own procedural policies.**" Potocki v. City of Fort Smith, 279 Ark. 19, 648 S.W. 2d 462, 464 (1983). (emphasis added)

Similarly, the Arkansas Supreme Court agreed with the Pulaski County Chancery Court that the Little Rock Board of Directors had acted arbitrarily, capriciously and unreasonably in a rezoning case.

"(N)or does a city have to create a zoning ordinance or a land use plan or adopt planned use districts or planned commercial districts, but once it has done so **it must follow the ordinance until it is repealed or altered.**" City of Little Rock v. Pfeifer, 318 Ark. 679, 887 S.W. 2d 296, 298 (1994). (emphasis added)



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2016

TO: Mayor, Fayetteville City Council

FROM: Andrew Garner, City Planning Director
Chris Brown, City Engineer

DATE: December 13, 2016

SUBJECT: **PPL 16-5642: Preliminary Plat (NE OF 15TH & MORNINGSIDE DR./PARK MEADOWS SD, 564):** Submitted by CRAFTON TULL & ASSOCIATES, INC. for properties located NE OF 15TH & MORNINGSIDE DR. The property is zoned with a mixture of NC, NEIGHBORHOOD CONSERVATION, CS, COMMUNITY SERVICES, and RA, RESIDENTIAL-AGRICULTURAL and contain approximately 68.00 acres. The request is for 290 single-family lots.

RECOMMENDATION:

The Planning Commission approved this proposed subdivision without a turn lane on Huntsville Road as recommended by staff at the Planning Commission meeting. Adella Gray has appealed this decision to City Council on behalf of a citizen.

BACKGROUND:

The subject property contains 68 acres located on the east side of Morningside Drive between Huntsville Road and 15th Street. A small portion of the parcel extends to the south side of 15th Street. The property is undeveloped pasture, and remains in agricultural use. The site contains flood plain, and a string of ponds that become a protected stream immediately to the south. These valuable natural resources are classified as Natural Area on the 2030 Future Land Use Plan. The property was recently rezoned to CS, Community Services, NC, Neighborhood Conservation, and R-A, Residential Agricultural. The property is subject to a Bill of Assurance to protect and limit disturbance to the riparian corridor that flows north-south through the site.

Request: The proposal is to develop the site with a 290 residential lot subdivision.

Public Comments: At the November 17, 2016 Subdivision Committee and November 28, 2016 Planning Commission meeting several members of the public spoke about a number of issues, primarily centered around traffic safety. A copy of the meeting minutes from Planning Commission meeting are attached.

DISCUSSION:

At the November 28, 2016 Planning Commission, discussion centered around street improvements and traffic safety. After approximately two hours of discussion and two motions,

the project was approved by a vote of 6-3-0 (Commissioners Cook, Hoffman, and Quinlan voted 'no'). The following street improvements were required with the approval:

Street improvements required by Planning Commission:

1. Improve Morningside Drive as recommended by staff.
2. No improvements to Huntsville Road except for a turn lane at the intersection of Morningside Drive.
3. Payment of assessment for proportional contribution to a traffic signal at Huntsville/Morningside with payment by project phase as recommended by staff.
4. No multi-use trail improvements are required to be constructed by the applicant. Dedication of land to the city for the planned multi-use trail internal to the site to be provided to the city in a fee simple transaction prior to final plat. The applicant shall be given parkland credit for the dedication of land for this trail.

Turn lane recommended by City staff:

- After a brief review of the draft traffic study provided just prior to the Planning Commission meeting, staff recommended that a center turn lane be provided into the site's two access points on Huntsville Road. At the time of the Planning Commission meeting, staff had concerns that a potentially dangerous traffic condition could be created by this subdivision without a turn lane. The applicant opposed this recommendation and the Planning Commission agreed with the applicant.

After the Planning Commission, the applicant's traffic engineer finalized the traffic study and met with staff to discuss the findings. The City Engineering Division has provided a technical memo (attached) evaluating the final traffic study.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- City Engineering Memo
- Applicant's Letter
- Proposed Morningside/Huntsville Intersection Turn Lane
- Traffic Study
- Planning Commission Staff Report
- November 28, 2016 Planning Commission minutes

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

CC: Andrew Garner, Planning Director

FROM: Chris Brown, P.E., City Engineer *CB*

DATE: 12/15/2016

SUBJECT: **Park Meadows Subdivision-Appeal of Planning Commission Approval
Traffic Study Review and Staff Recommendations**

This memo provides a review of the traffic study completed by Peters and Associates on behalf of the developer of the proposed Park Meadows subdivision located at the southeast corner of Morningside Drive and Huntsville Road. A summary of Staff recommendations for improvements to be made on Huntsville Road in accordance with the traffic study is also provided.

Just prior to the Planning Commission meeting, the city received a preliminary traffic study from Peters & Associates addressing, among other things, the warrants for left turn lanes along Huntsville Road. The findings in the preliminary traffic study were that NO left turn lanes were warranted at any of the three intersections with Huntsville Road (Morningside Drive, plus two additional proposed intersections). After a brief review of the report, Engineering staff disagreed with the findings, made the determination that turn lanes were warranted at all three locations and recommended left turn lanes at each of the three intersections as a condition of approval by the Planning Commission. The Planning Commission ultimately voted to only require a turn lane at Huntsville Road and Morningside Drive, and not at the two proposed new street intersections.

After the Planning Commission meeting, Peters & Associates was able to respond to staff comments and provide a final traffic report which stated that the warrants for a left turn lane were met, but only at the intersection of Huntsville Road and Morningside Drive. City Engineering staff met with Peters & Associates and discussed their methodology and findings in further detail. Based on this meeting, and the explanation provided by Peters and Associates, the single turn lane provided at the intersection of Huntsville and Morningside has been deemed to be adequate (if constructed per specifications that follow), and the Engineering Division recommends upholding the Planning Commission's determination of necessary street improvements.

The length of this turn lane should be designed by the applicant's traffic engineer and include adequate length for ALL left turn movements from Huntsville Road into this subdivision. This will provide future capacity at the intersection should the city need to restrict left-turns into the subdivision at the proposed new street intersections at some later date. The street section shall incorporate on-street bike lanes as appropriate, and not create a break in the existing on-street bicycle facility along Huntsville Road.

It must be noted that increasing traffic and turning movements due to the development could result in increased rear-end collisions and congestion along Huntsville Road. However, this increase will not create or exacerbate a dangerous traffic condition to the extent that turn lanes are warranted at these new intersections.



December 15, 2016

City of Fayetteville
Engineering Department
113 West Mountain Street
Fayetteville, AR 72701

Re: Park Meadows Subdivision Traffic Study
Attn: Chris Brown, PE

Mr. Brown,

On behalf of our client, Rausch Coleman Homes, we are submitting the final traffic study related to a 290 lot residential subdivision, which was recently approved by Planning Commission, called Park Meadows. The project is located on a 62.62-acre parcel of land in south Fayetteville, bounded by Huntsville Road on the north, Morningside Road on the west, and 15th street to the south.

In the estimation of the traffic engineer, Peters and Associates, the anticipated traffic distribution from the proposed development, coupled with existing traffic counts during the PM peak hour, warrant the installation of a left hand turn lane at the intersection of Huntsville and Morningside. However, while the warrant for turn lane was met based on projected traffic counts, the level of service (LOS) along Huntsville Road remains at LOS A without the construction of the turn lane. LOS A is the highest and best level of service that AASHTO recognizes. In spite of the exceptional level of service, post development, we are proposing to construct a left hand turn lane at the intersection of Morningside and Huntsville to help mitigate the concerns of the public regarding the perceived detrimental effect of the development.

It's worth noting that the traffic study is based on a full build out and occupation of the development, meaning that the reported values assume an immediate infusion of 290 residential lots to the existing traffic flows and street conditions. The study does not assume, or address, the more likely scenario of a multi-year build out of phases, nor does it take into account the impact of future street improvements in the area. Specifically, the currently planned and funded widening of 15th Street. The improvements to 15th street are expected to reduce the trip generation from the development traveling north.

We appreciate the dialog and provided by the City Engineering staff during this process.

Sincerely,

Thomas A. Hennelly, PE
Vice President
Crafton Tull

Traffic Study

Park Meadows Residential Development

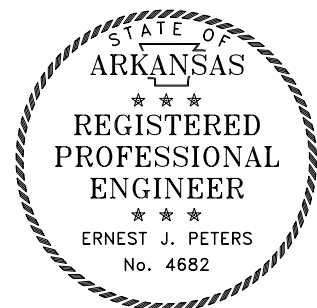
prepared for:



**Crafton, Tull
& Associates, Inc.**

Huntsville Road
and
Morningside Drive

Fayetteville, Arkansas



**PETERS & ASSOCIATES
ENGINEERS, INC.**

• CIVIL & TRAFFIC ENGINEERING •

5507 Ranch Drive - Suite 205 (501) 868-3999
Little Rock, Arkansas 72223 Fax (501) 868-9710

Project No.: P-1846

REVISED: December 15, 2016

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APPENDIX

Site Plan
Trip Generation Data
Vehicle Turning Movement Count Data
Capacity and Level of Service Calculations
Traffic Signal Warrants Results
Left-Turn Lane Analysis



EXECUTIVE SUMMARY

Peters & Associates Engineers, Inc., has conducted a traffic engineering study relating to a proposed single-family residential development (Park Meadows) in Fayetteville, Arkansas. The development is proposed to consist of an approximate 290 lot single-family residential subdivision to be located on the south side of Huntsville Road and on the east side of Morningside Drive. E. 15th Street is along the south side of the site. Access to the site is proposed via two new streets to intersect Huntsville Road (Street “F” and Street “L”) and four new streets to intersect Morningside Drive (Street “K”, Street “E”, Street “J” and Street “B”). The primary focus of this report is to assess traffic operational characteristics of the nearby intersection of Huntsville Road and Morningside Drive and the proposed new street intersections along Huntsville Road and along Morningside Drive.

Existing 24-hour traffic counts were made in the vicinity of the development at the approaches to the intersection of Huntsville Road at Morningside Drive. Existing vehicle turning movement counts were also gathered by this consultant for the intersection of Huntsville Road at Morningside Drive during the AM and PM peak hours.

Projected vehicle traffic volumes were calculated for the proposed residential development. These projected site-generated vehicle trips were added to the existing traffic volumes. Existing and projected traffic volumes at the study intersections were calculated and traffic operations were analyzed.

Findings of this study are summarized as follows:

- Approximately 2,761 vehicle trips (combined in and out) per average weekday are projected to be generated by the proposed residential subdivision at full build. Of this total, approximately 218 vehicle trips are estimated during the traffic conditions of the AM peak hour and approximately 290 vehicle trips are estimated during the traffic conditions of the PM peak hour.



- All vehicle movements for existing traffic conditions at the study intersection of Huntsville Road and Morningside Drive presently operate at what calculates as an acceptable LOS “D” or better for the AM and PM peak hours.
- All vehicle movements for the projected traffic conditions at the study intersections are expected to operate at what calculates as an acceptable LOS “D” or better for the AM and PM peak hours except for the northbound vehicle movements on Morningside Drive at Huntsville Road during the AM peak hour (LOS “E”). The 95th percentile calculated vehicle queue length for the northbound Morningside Drive approach to Huntsville Road is only 90 feet, and the average vehicle delay for that vehicle movement is only 49 seconds per vehicle. Furthermore, the average seconds per vehicle delay and intersection capacity utilization are expected to continue to operate at acceptable levels with existing lane geometry and “Stop” sign control for the intersection of Huntsville Road and Morningside Drive during the AM and PM peak hours for these projected traffic conditions.
- It was found that traffic signal warrants are not projected to be met for the intersection of Huntsville Road and Morningside Drive with projected traffic volumes associated with the Park Meadows development as proposed. Traffic signal warrants analysis for this intersection indicates volumes are not expected to be sufficient to satisfy any warrants at the completion of the development.
- It was found that a westbound left-turn lane on Huntsville Road at Morningside Drive is not warranted for the AM peak hour. AM peak hour westbound left-turn volume is only 1.5 percent of the westbound approach volume. Furthermore, this projected left-turn volume is only 14 vehicles during the AM peak hour.

- It was found that the PM peak hour westbound left-turn volume on Huntsville Road at Morningside Drive is 5.8 percent of the westbound approach volume. With the eastbound approaching volume of 833 vehicles during the PM peak hour, the 444 advancing volume is greater than the threshold volume of 136 vehicles posted on Table 4-27 referenced in this report. This result indicates a westbound left-turn lane on Huntsville Road approach to Morningside Drive projected to be warranted. The Table 4-27 values are based on 40 miles per hour. However, the table does not provide data for the much lower posted speed limit of 25 miles per hour. The projected left-turn volume is only 23 vehicles during the PM peak hour and the westbound vehicle movements are expected to operate acceptably with or without the addition of a westbound left-turn lane at this location. All westbound thru / left-turn vehicle movements for the projected traffic conditions on Huntsville Road at Morningside Drive are expected to continue to operate at what calculates as an acceptable LOS "A" for the AM and PM peak hours as indicated by the capacity and level of service calculations conducted as a part of this study. A westbound left-turn lane on Huntsville Road at Morningside Drive is found to be warranted but not be necessary for acceptable traffic operations with full build-out of the proposed Park Meadows development. Also, with left-turn volumes even lower on Huntsville Road at Street "L" and at Street "F" than at Morningside Drive, left-turn lanes are not expected to be warranted or necessary at these locations with maximum left-turn volumes of only 7 and 9 vehicles respectively during the PM peak hour.

INTRODUCTION

Peters & Associates Engineers, Inc., has conducted a traffic engineering study relating to a proposed single-family residential development (Park Meadows) in Fayetteville, Arkansas. The development is proposed to consist of an approximate 290 lot single-family residential subdivision to be located on the south side of Huntsville Road and on the east side of Morningside Drive. E. 15th Street is along the south side of the site. Access to the site is proposed via two new streets to intersect Huntsville Road (Street “F” and Street “L”) and four new streets to intersect Morningside Drive (Street “K”, Street “E”, Street “J” and Street “B”). The primary focus of this report is to assess traffic operational characteristics of the nearby intersection of Huntsville Road and Morningside Drive and the proposed new street intersections along Huntsville Road and along Morningside Drive. A reduced copy of the subdivision plat is included in the Appendix for reference.

This is a report of methodology and findings relating to a traffic engineering study undertaken to:

- Evaluate existing traffic conditions at the study intersection of Huntsville Road and Morningside Drive.
- Determine projected vehicular traffic volumes entering and exiting the proposed development at the nearby study intersections in the vicinity of the site.
- Identify the effects on traffic operations for existing traffic in combination with site-generated traffic associated with the development as proposed.
- Evaluate traffic operations for the study intersections in the vicinity of the site and make recommendations for mitigative improvements which may be necessary and appropriate for acceptable traffic operations.



Traffic Study

In the following sections of this traffic study report are traffic data, study methods, findings and recommendations. The study is technical in nature. Analysis techniques employed are those most commonly used in the traffic engineering profession for traffic impact analysis. Certain data and calculations relative to traffic operational analysis are referenced in the report. Complete calculations and data are included in the Appendix of the report.



THE SITE

The proposed development is within the city limits of Fayetteville in Washington County, Arkansas. The development is proposed to be located on the south side of Huntsville Road and on the east side of Morningside Drive. E. 15th Street is along the south side of the site. The proposed development site location and vicinity are shown on Figures 1 and 2, which follow.

Access to the site is proposed via two new streets to intersect Huntsville Road (Street “F” and Street “L”) and four new streets to intersect Morningside Drive (Street “K”, Street “E”, Street “J” and Street “B”). This development, as shown on the attached site plan, calls for the construction of 290 single-family residential lots plus new streets proposed to serve the site.

Huntsville Road, in the vicinity of Morningside Drive, is a two-lane roadway. On the north and south side of Huntsville Road, east of Morningside Drive, there is a bike lane in the roadway (plus a separate sidewalk along the south side).

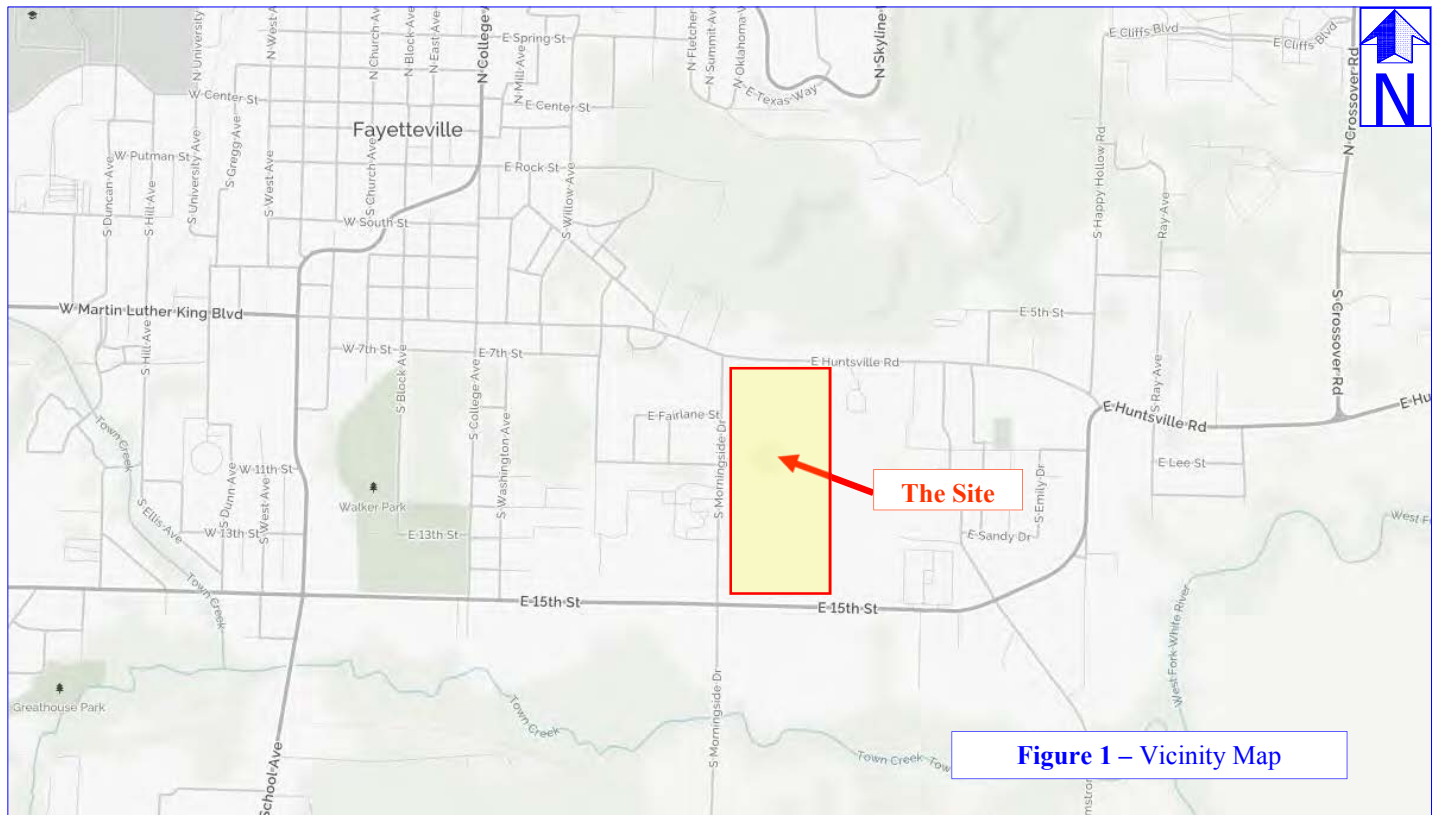




Figure 2 – Site Location Map

The speed limit on Huntsville Road at Morningside Drive is 25 miles per hour and increases to 35 miles per hour approximately 1,000 feet east of Morningside Road. Huntsville Road is classified as a Collector Street on the Fayetteville Master Street Plan (MSP).

Morningside Drive, in the vicinity of Huntsville Road, is a two-lane roadway. The speed limit on Morningside Drive at the site is 25 miles per hour. Morningside Drive is classified as a Collector Street on the Fayetteville Master Street Plan.

The following photos show the general layout of the study intersection of Huntsville Road and Morningside Drive. Photos were taken at locations as indicated on the captions.

Huntsville Road and Morningside Drive



Looking east on Huntsville Road
toward Morningside Drive.

Morningside Drive



Looking north on Morningside Drive
toward Huntsville Road.

Huntsville Road



EXISTING TRAFFIC CONDITIONS

Hourly, 24-hour traffic counts were made at the following locations in the vicinity of the site by this consultant as a part of this study:

STREET	TWO-WAY VOLUME	TABLE & CHART
Huntsville Road Approaches to Morningside Drive (Two-Way)	13,447	Table 1/Chart 1
Morningside Drive Northbound Approach to Huntsville Road	483	Table 2/Chart 2

Hourly 24-hour traffic count data for these locations are summarized on Tables and Charts 1 and 2.

Other traffic count data collected as a part of this study include AM and PM peak hours vehicle turning movement counts at the intersection of Huntsville Road and Morningside Drive.

The AM and PM peak hours vehicle turning movement counts made as a part of this study are shown on Figure 3A, "Existing Traffic Volumes - AM Peak Hour," and Figure 3B, "Existing Traffic Volumes - PM Peak Hour." The peak hours vehicle turning movement count data for these intersections are presented in more detail in the Appendix of this report.

Traffic Study

TIME	Huntsville Road Approaches to Morningside Drive		
	Eastbound	Westbound	EB + WB
01:00 PM	428	386	814
02:00 PM	355	298	653
03:00 PM	488	467	955
04:00 PM	719	430	1149
05:00 PM	739	414	1153
06:00 PM	457	308	765
07:00 PM	380	204	584
08:00 PM	319	167	486
09:00 PM	193	123	316
10:00 PM	134	86	220
11:00 PM	97	51	148
12:00 AM	60	15	75
01:00 AM	30	16	46
02:00 AM	30	18	48
03:00 AM	14	16	30
04:00 AM	15	37	52
05:00 AM	63	134	197
06:00 AM	125	434	559
07:00 AM	295	911	1206
08:00 AM	397	765	1162
09:00 AM	269	443	712
10:00 AM	337	298	635
11:00 AM	360	357	717
12:00 PM	418	347	765
24-Hour Total:	6722	6725	13447

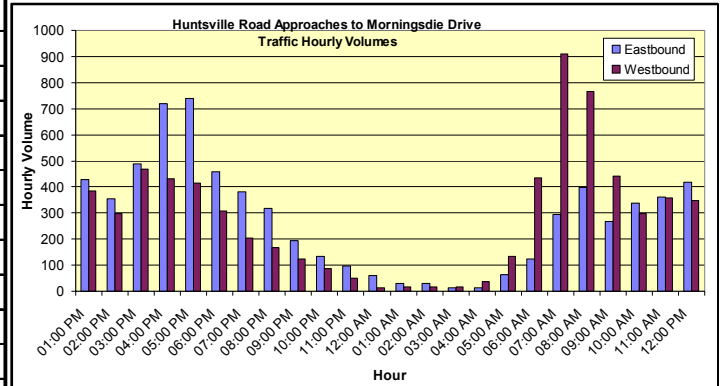


Table 1—Chart 1 24-Hour Traffic Counts
Huntsville Road Approaches to Morningside Drive

TIME	Morningside Drive NB Approach to Huntsville Road
	Northbound
01:00 PM	30
02:00 PM	29
03:00 PM	34
04:00 PM	42
05:00 PM	30
06:00 PM	32
07:00 PM	30
08:00 PM	28
09:00 PM	16
10:00 PM	8
11:00 PM	7
12:00 AM	5
01:00 AM	3
02:00 AM	1
03:00 AM	2
04:00 AM	3
05:00 AM	6
06:00 AM	15
07:00 AM	20
08:00 AM	33
09:00 AM	26
10:00 AM	24
11:00 AM	26
12:00 PM	33
24-Hour Total:	483

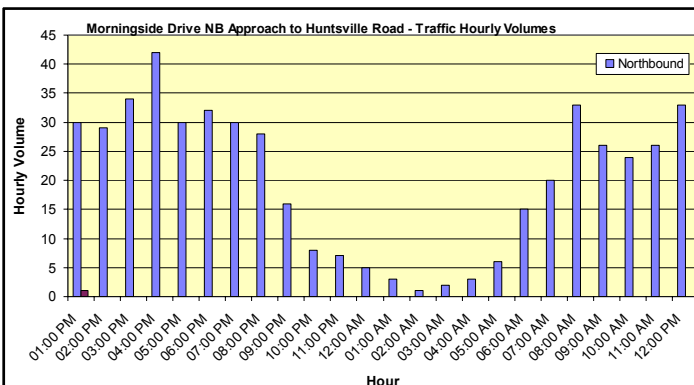


Table 2—Chart 2 24-Hour Traffic Counts
Morningside Drive Northbound Approach
to Huntsville Road

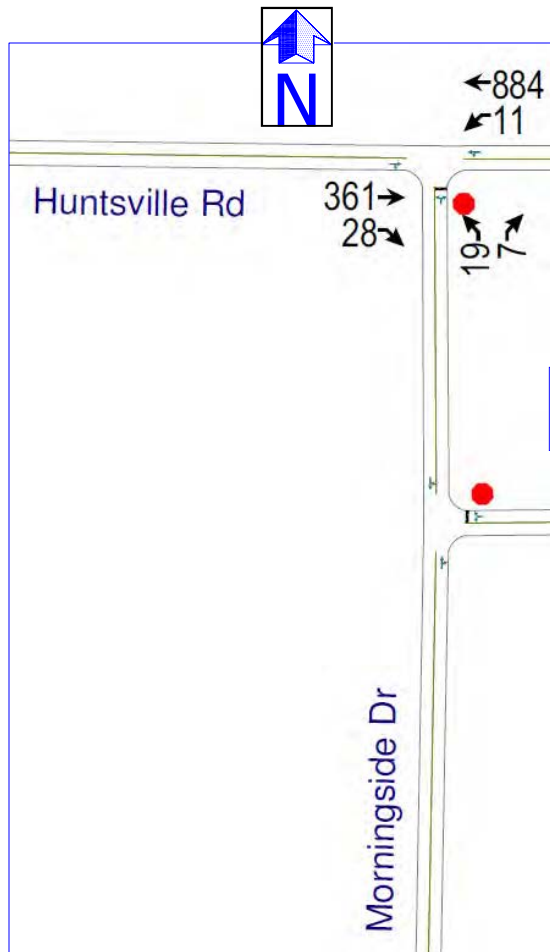


Figure 3A
Existing Traffic Volumes - AM Peak Hour

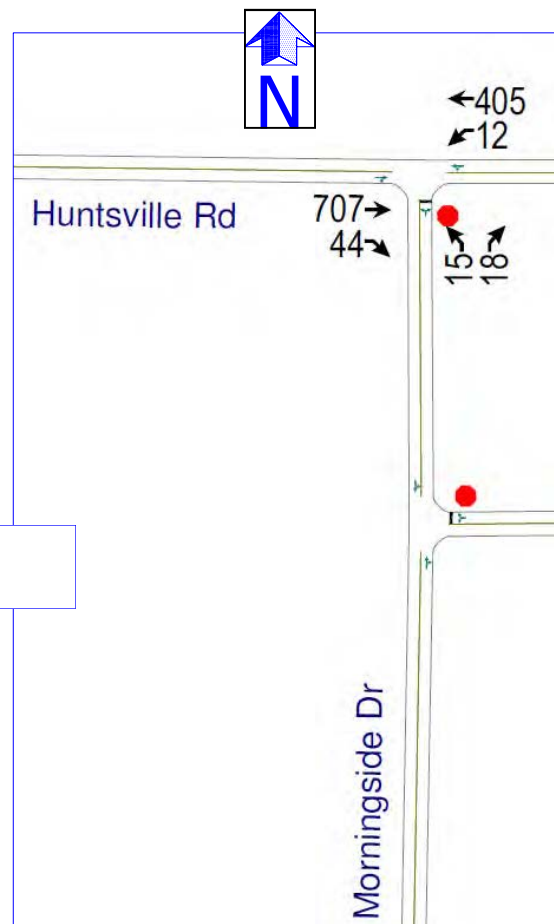


Figure 3B
Existing Traffic Volumes - PM Peak Hour

TRIP GENERATION and SITE TRAFFIC PROJECTIONS

The Trip Generation, an Informational Report, published by the Institute of Transportation Engineers (ITE) and The Trip Generation Manual by Trafficware, LLC (9th Edition), 2012, were utilized in calculating the magnitude of traffic volumes expected to be generated by full build-out of the proposed land-use of a 290 single-family lot residential development. These are reliable sources for this information and are universally used in the traffic engineering profession.

Using the selected trip generation rates, calculations were made as a part of this study to provide a reliable estimate of traffic volumes that can be expected to be associated with the proposed full build-out of the development of the proposed Park Meadows. These calculations entail applying the appropriate trip-generation rates to the land use proposed for the development. Results of these calculations are summarized on Table 3, "Summary of Trip Generation."

PARK MEADOWS			24-HOUR TWO-WAY WEEKDAY VOLUME	AM PEAK HOUR VOLUME		PM PEAK HOUR VOLUME	
LAND USE	APPROXIMATE SIZE	ITE CODE		ENTER	EXIT	ENTER	EXIT
Single-Family Residential	290 Lots	210	2,761	55	163	183	107
TOTAL ENTERING + EXITING				218		290	

Table 3 – Summary of Trip-Generation

These calculations indicate that approximately 2,761 vehicle trips (combined in and out) per average weekday are projected to be generated by the proposed residential lots land use on this site. Of this total, approximately 218 vehicle trips are estimated during the traffic conditions of the AM peak hour and approximately 290 vehicle trips are estimated during the traffic conditions of the PM peak hour.

Residential traffic, as will be the traffic associated with this site, ordinarily does contribute to the adjacent street traffic conditions during the on-street AM peak traffic hour and the PM peak traffic hour. Accordingly, the AM and PM peak traffic periods of the adjacent streets in the immediate vicinity of the site are the traffic operating conditions which have warranted primary traffic analysis as a part of this study.

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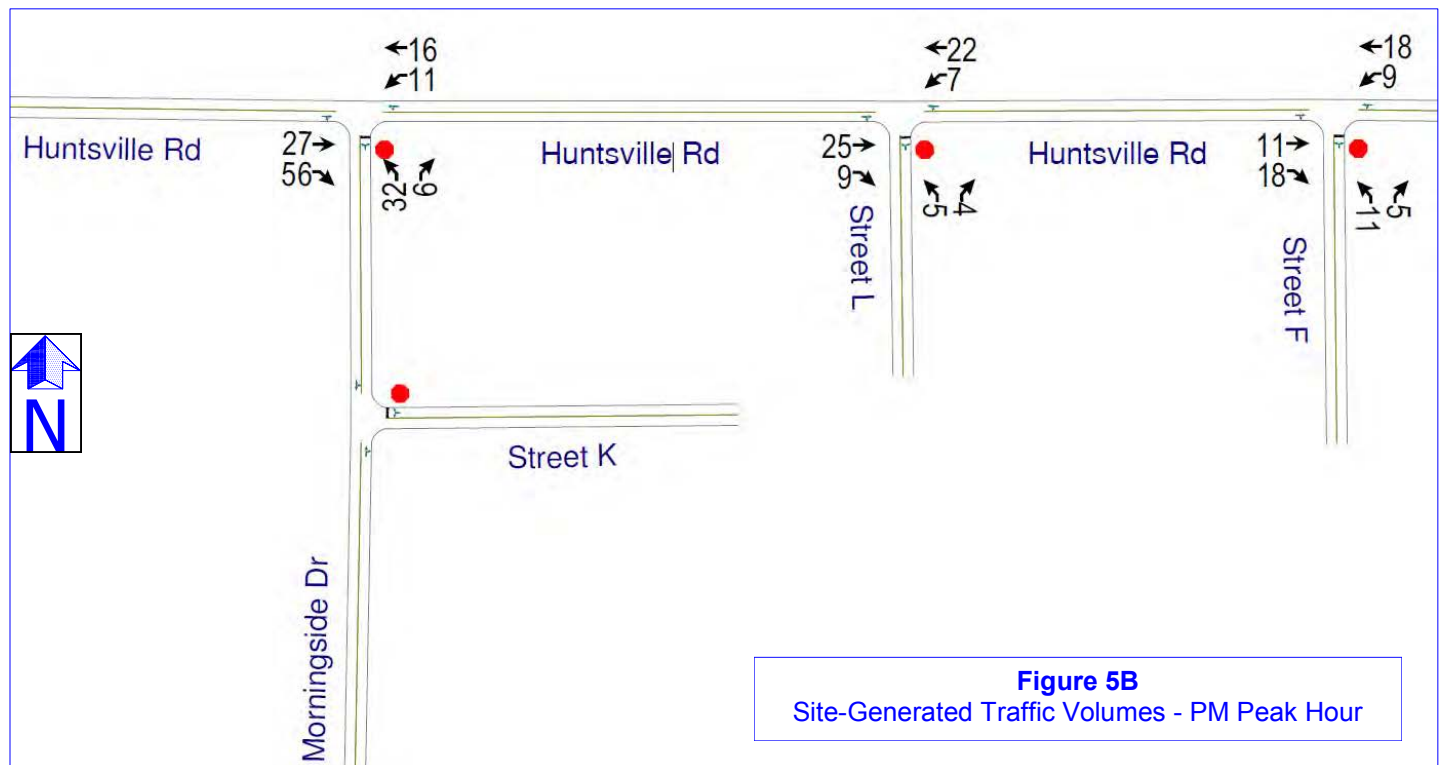
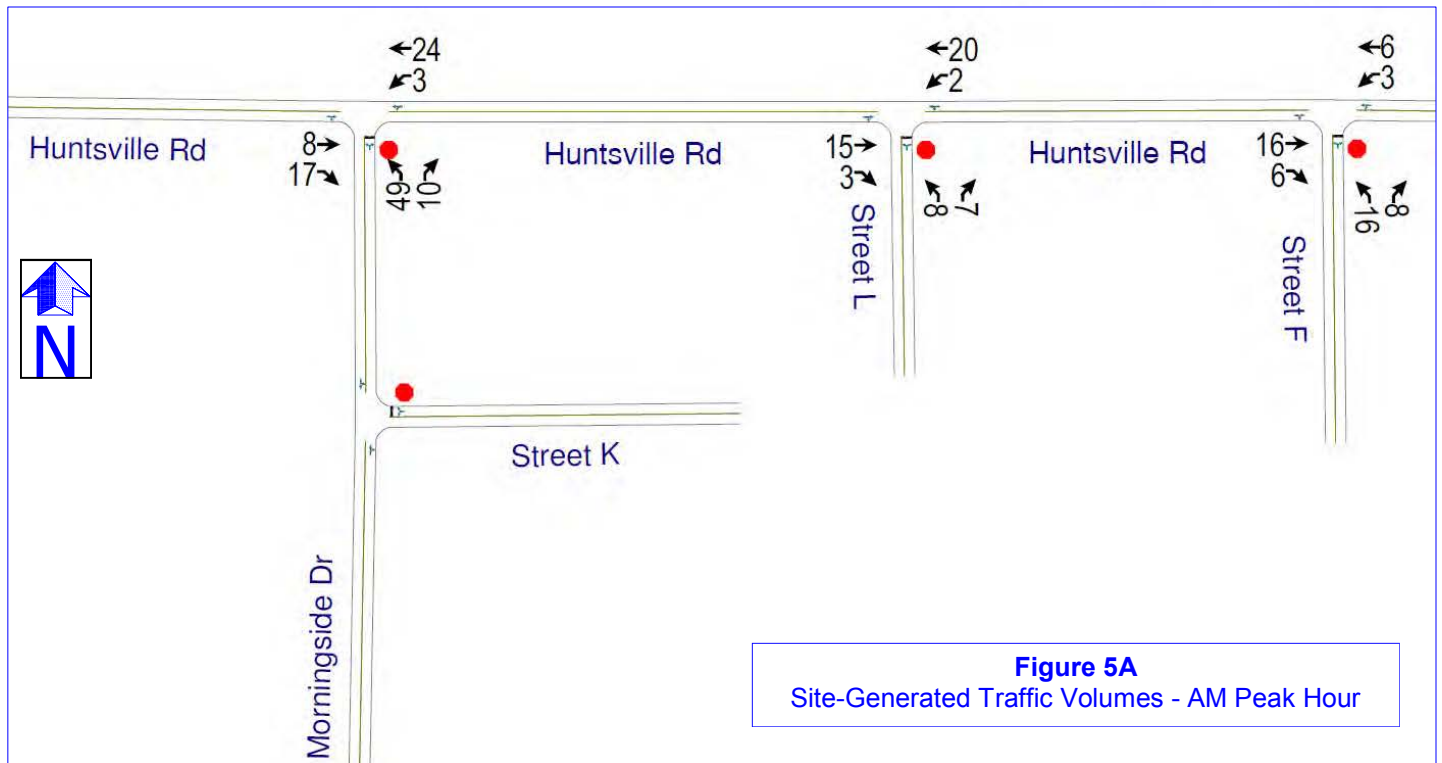
Figure 4
Directional Distribution
Site Traffic

The directional distribution percentages for site traffic have been equated to percentage turns for each movement at the study intersections. The site-generated traffic volumes result from applying the directional distribution percentages to the corresponding projected site-generated traffic volumes summarized on Table 3, "Summary of Trip-Generation." The site-generated traffic volumes at the study intersections along Huntsville Road are shown on Figure 5A, "Site-Generated Traffic Volumes - AM Peak Hour," and Figure 5B, "Site-Generated Traffic Volumes - PM Peak Hour."

The site-generated traffic volumes and corresponding existing background traffic volumes have been combined and the results are depicted on Figure 6A, "Projected Traffic Volumes - AM Peak Hour," and Figure 6B, "Projected Traffic Volumes - PM Peak Hour."

Traffic volumes shown on Figures 3A, 3B, 6A and 6B are the values used in capacity and level of service calculations conducted as a part of this study. The effect of existing background traffic (i.e. the adjacent street non-site traffic which exists) and projected traffic associated with the site development has thus been accounted for in this analysis.

Traffic Study



Traffic Study

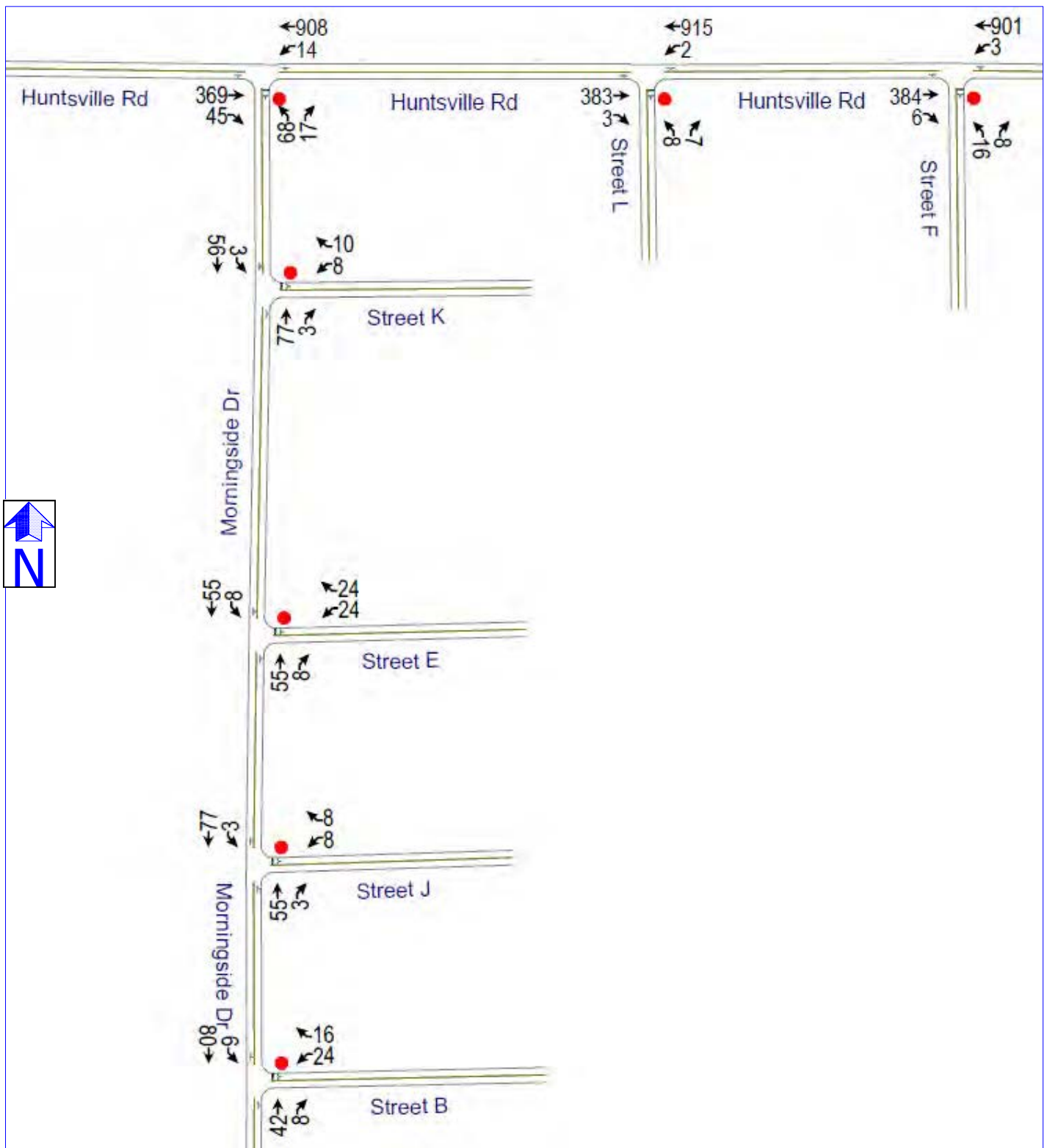


Figure 6A
Projected Traffic Volumes - AM Peak Hour



Traffic Study

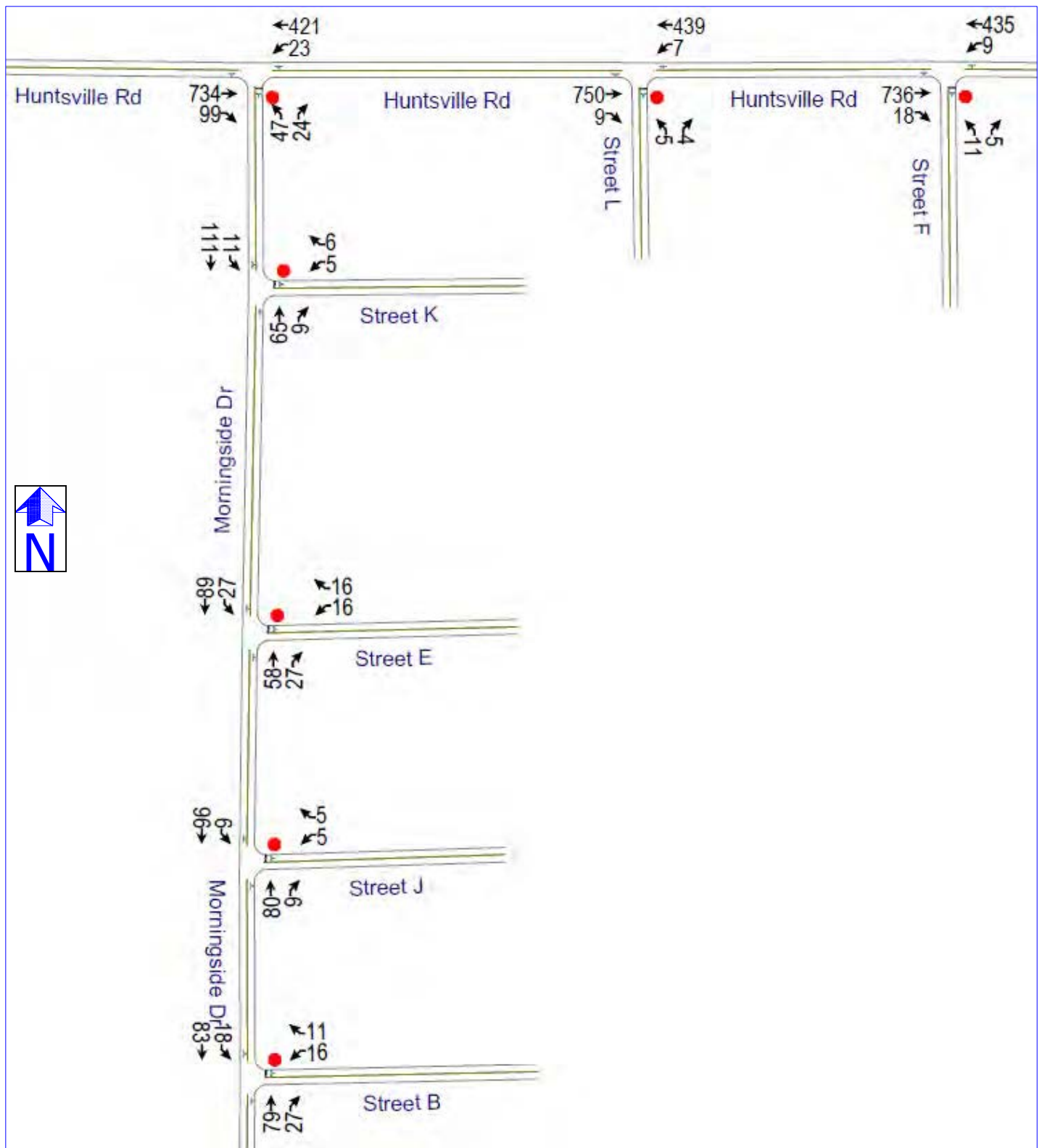


Figure 6B
Projected Traffic Volumes - PM Peak Hour



CAPACITY and LEVEL OF SERVICE

Generally, the "capacity" of a street is a measure of its ability to accommodate a certain magnitude of moving vehicles. It is a rate as opposed to a quantity, measured in terms of vehicles per hour. More specifically, street capacity refers to the maximum number of vehicles that a street element (e.g. an intersection) can be expected to accommodate in a given time period under the prevailing roadway and traffic conditions.

Traffic operational analysis for the study intersections were evaluated based on the methodologies outlined in the Highway Capacity Manual, 2010 Edition, published by the Transportation Research Board. The operating conditions at an intersection are graded by the "level of service" experienced by drivers. Level of service (LOS) describes the quality of traffic operating conditions and is rated from "A" to "F". LOS "A" represents the most desirable condition with free-flow movement of traffic with minimal delays. LOS "F" generally indicates severely congested conditions with excessive delays to motorists. Intermediate grades of B, C, D, and E reflect incremental increases in the average delay per stopped vehicle. Delay is measured in seconds per vehicle. The table below shows the upper limit of delay associated with each level of service for signalized and un-signalized intersections.

Intersection Level of Service Delay Thresholds

Level of Service (LOS)	Signalized	Un-Signalized
A	< 10 Seconds	< 10 Seconds
B	< 20 Seconds	< 15 Seconds
C	< 35 Seconds	< 25 Seconds
D	< 55 Seconds	< 35 Seconds
E	< 80 Seconds	< 50 Seconds
F	≥ 80 Seconds	≥ 50 Seconds



The LOS rating deemed acceptable varies by community, facility type and traffic control device. LOS “D” is the desirable goal for movements at un-signalized intersections that must yield to other movements; however, a LOS “E” or “F” is often accepted for low to moderate traffic volumes where the installation of a traffic signal is not warranted by the conditions at the intersection or the location is deemed undesirable for signalization for other reasons. Other reasons may include the close proximity of an existing traffic signal or the presence of a convenient alternative route. For signalized intersections, level of service and average delay relate to all vehicles using the intersection. LOS “D” is the typical desirable standard for signalized intersections. All study intersections were evaluated using the Synchro analysis software package based on Highway Capacity Manual methods. This computer program has been proven to be reliable when used to analyze capacity and levels of traffic service under various operating conditions. Detailed results for all capacity calculations are included in the Appendix. The adjacent street weekday AM and PM peak traffic periods were used for these calculations. Factors included in the analysis are as follows

- Existing traffic volumes and patterns.
- Directional distribution of projected traffic volumes.
- Existing and proposed intersection geometry (including elements such as turn lanes, curb radii, etc.).
- Existing background traffic volumes and projected site-generated volumes for projected traffic conditions.
- Existing or proposed traffic control.

CAPACITY ANALYSIS

Level of Service Analysis Results

Existing Traffic Conditions

Capacity and level of service analysis was performed for existing traffic volumes, lane geometry and traffic control for the AM and PM peak hours for the intersection of Huntsville Road and Morningside Drive.

As indicated in Table 4, "Level of Service Summary – Existing Traffic Conditions," all vehicle movements for existing traffic conditions at the study intersection of Huntsville Road and Morningside Drive presently operate at what calculates as an acceptable LOS "D" or better for the AM and PM peak hours.

Traffic volumes used for this analysis are shown on Figure 3A, "Existing Traffic Volumes - AM Peak Hour," and Figure 3B, "Existing Traffic Volumes - PM Peak Hour."

EXISTING TRAFFIC CONDITIONS		Traffic Control	Eastbound Left-Turn	Eastbound Thru	Eastbound Right-Turn	Westbound Left-Turn	Westbound Thru	Westbound Right-Turn	Northbound Left-Turn	Northbound Thru	Northbound Right-Turn	Southbound Left-Turn	Southbound Thru	Southbound Right-Turn	Overall Intersection	Avg. Control Delay Seconds / Vehicle	Intersection Capacity Utilization (%)
INTERSECTION	PEAK HR		PEAK HOUR - LEVEL OF SERVICE														
Huntsville Road and Morningside Drive	AM		"STOP" SIGN		A		A			D		D					
	PM			A		A			C		C				n/a	0.7	49.9%

Table 4 - Level of Service Summary - Existing Traffic Conditions

Projected Traffic Conditions

Capacity and LOS analysis was performed for projected traffic conditions for the AM and PM peak hours for the following intersections:

- Huntsville Road and Morningside Drive
- Huntsville Road and Street “L”
- Huntsville Road and Street “F”
- Morningside Drive and Street “K”
- Morningside Drive and Street “E”
- Morningside Drive and Street “J”
- Morningside Drive and Street “B.”

Traffic volumes used for analysis of projected traffic conditions are shown on Figure 6A, “Projected Traffic Volumes - AM Peak Hour,” and Figure 6B, “Projected Traffic Volumes - PM Peak Hour.” The operating conditions projected to exist at the study intersections are summarized in Table 5, “Level of Service Summary - Projected Traffic Conditions.”

As indicated in Table 5, all vehicle movements for the projected traffic conditions at the study intersections are expected to operate at what calculates as an acceptable LOS “D” or better for the AM and PM peak hours except for the northbound vehicle movements on Morningside Drive at Huntsville Road during the AM peak hour (LOS “E”). The 95th percentile calculated vehicle queue length for the northbound Morningside Drive approach to Huntsville Road is only 90 feet, and the average vehicle delay for that vehicle movement is only 49 seconds per vehicle. Furthermore, the average seconds per vehicle delay and intersection capacity utilization are expected to continue to operate at acceptable levels with existing lane geometry and “Stop” sign control for the intersection of Huntsville Road and Morningside Drive during the AM and PM peak hours for these projected traffic conditions.



PROJECTED TRAFFIC CONDITIONS		INTERSECTION		PEAK HOUR - LEVEL OF SERVICE														Traffic Control	PEAK HOUR - LEVEL OF SERVICE								Overall Intersection	Avg. Control Delay Seconds / Vehicle	Intersection Capacity Utilization (%)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Table 5 - Level of Service Summary - Projected Traffic Conditions

**TRAFFIC SIGNAL
WARRANTS ANALYSIS**

In evaluating the need for a traffic signal, certain established warrants must be examined by a comprehensive investigation of traffic conditions and physical characteristics of the location. The decision to install a traffic signal at a particular location must be evaluated quantitatively relative to these warrants. These warrants, as specified in the Manual on Uniform Traffic Control Devices (MUTCD), are described in detail in the appendix of this report. They are summarized as follows:

- ◆ **Warrant One: Eight-Hour Vehicular Volume**
- ◆ **Warrant Two: Four-Hour Vehicular Volume**
- ◆ **Warrant Three: Peak Hour**
- ◆ **Warrant Four: Pedestrian Volume**
- ◆ **Warrant Five: School Crossing**
- ◆ **Warrant Six: Coordinated Signal System**
- ◆ **Warrant Seven: Crash Experience**
- ◆ **Warrant Eight: Roadway Network**

Traffic signal warrants analysis was made for projected traffic conditions for the intersection of Huntsville Road and Morningside Drive.

As stated in MUTCD Section 4C.01, Studies Factors for Justifying Traffic Control Signals, the study should consider the effects of the right-turn vehicles from the minor-street approaches. Engineering judgment should be used to determine what, if any, portion of the right-turn traffic is subtracted from the minor-street traffic count when evaluating the count against the signal warrants. As a part of the traffic signal warrants analysis for the intersection of Huntsville Road and Morningside Drive included in this study, none of the northbound right-turns have been factored out for analysis of projected traffic conditions to be conservative.

It was found that traffic signal warrants are not projected to be met for the intersection of Huntsville Road and Morningside Drive with projected traffic volumes associated with the Park Meadows development as proposed. Traffic signal warrants analysis for this intersection indicates volumes are expected to not be sufficient to satisfy any warrants at the completion of the development. The traffic signal warrants analysis results for this intersection are summarized in Table 6, "Traffic Signal Warrants Results - Huntsville Road and Morningside Drive – Projected Traffic Conditions."

FINAL RESULTS:			Traffic Signal Warrants Analysis							
Projected Traffic Conditions W/ RTs Not Factored Out			Hour warrant was met:							
Major St.:	Huntsville Road		VOLUME		COMB.		4 Hr.	Peak		
Minor St.:	Morningside Drive		500	750	400	600				
			150	75	120	60				
					#8-1	#8-2				
HOUR	SUM MAJOR	MAX. MINOR	1A	1B	1AB		2	3		
7:00	1307	86	0	1	0	0	1	1	0	
8:00	1219	85	0	1	0	0	1	1	0	
9:00	747	52	0	0	0	0	0	0	0	
10:00	665	44	0	0	0	0	0	0	0	
11:00	754	46	0	0	0	0	0	0	0	
12:00	811	61	0	0	0	0	1	0	0	
13:00	867	62	0	0	0	0	1	0	0	
14:00	699	54	0	0	0	0	0	0	0	
15:00	1002	59	0	0	0	0	0	0	0	
16:00	1222	76	0	1	0	0	1	0	0	
17:00	1263	69	0	0	0	0	1	0	0	
18:00	836	63	0	0	0	0	1	0	0	
19:00	630	55	0	0	0	0	0	0	0	
20:00	520	43	0	0	0	0	0	0	0	
21:00	350	31	0	0	0	0	0	0	0	
			0	3	0		2	0		
This intersection DOES NOT SATISFY the warrants for signalization as outlined in the "M.U.T.C.D."										

Table 6
Traffic Signal Warrants Results
Huntsville Road and
Morningside Drive
Projected Traffic Conditions

LEFT-TURN LANE ANALYSIS

Currently, Arkansas State Highway and Transportation Department (AHTD) nor the City of Fayetteville does not have specific design standards for warranting a left-turn lane. However, there are some general guidelines in the traffic engineering industry that could serve as a basis for a decision by the City of Fayetteville for the need for the addition of a left-turn lane by analyzing the left-turn vehicle volumes vs the opposing vehicle volumes. In evaluating the need for a westbound left-turn lane on Huntsville Road at Morningside Drive, auxiliary lane warrants for a left-turn lane on a two-lane highway were examined using a method in the Kansas Department of Transportation (KDOT) Access Management Policy in Section 4.5.2 - Auxiliary Lane Warrants - Left-Turn Lanes. A copy of Section 4.5.2 of the KDOT Access Management Policy is included in the Appendix of this report. This is a well established and accepted method in analyzing the need for a left-turn lane. Section 4.5.2.a - Two-Lane Highways of the KDOT Access Management Policy states the following:

4.5.2.a Two-lane highways

The four key data elements required for this analysis are:

- o *Opposing volume (V_o) in vehicles per hour (vph)—includes the right-turning and through vehicles in the opposite direction of the left-turning vehicles.*
- o *Advancing volume (V_a) in vph—includes the right-turn, left-turn, and through movements in the same direction as the left-turning vehicles (do not include right turns if a dedicated right-turn lane exists).*
- o *Speed in miles per hour (mph)—often indicated as the operating speed 85th-percentile speed (posted speed is acceptable if the 85th-percentile speed is not available).*
- o *Percentage of left turns in the advancing volume.*

To use Table 4-27, do the following:

- o *Locate opposing traffic volume, V_o , and operating speed on chart.*
- o *Determine the percentage of the advancing volume that is expected to turn left.*



If the associated advancing traffic volume, V_a , is greater than the value shown, then a left-turn lane is warranted. As an example, for a two-lane highway with an opposing volume of 600 vph, a speed of 50-mph, a left-turn percentage of 10 percent, and an advancing volume of 200 vph, a left-turn lane is warranted since 200 vph > 117 vph.

Table 4-27. Recommended left-turn lane warrants for two-lane highways

Opposing Volume V_o (vph)	Advancing Volume V_a (vph)			
	5% Left turns	10% Left turns	20% Left turns	30% Left turns
40-mph speed				
800	136	99	74	65
700	159	116	87	76
600	186	135	101	88
500	218	158	119	103
400	255	185	139	121
300	301	218	164	143
200	356	259	194	169
100	426	309	232	202
50-mph speed				
800	118	86	64	56
700	138	100	75	66
600	161	117	88	77
500	188	137	103	90
400	221	161	120	105
300	260	189	142	124
200	309	224	168	147
100	369	268	201	175
60-mph speed				
800	96	70	53	46
700	113	82	61	54
600	131	95	72	63
500	154	112	84	73
400	181	131	98	86
300	213	154	116	101
200	252	183	137	120
100	301	219	164	143
70-mph speed				
800	68	50	37	32
700	80	58	43	38
600	93	68	51	44
500	109	79	59	52
400	128	93	70	61
300	150	109	82	72
200	178	129	97	85
100	213	155	116	101

Source: Adapted from Van Schalkwyk, I., and V. Stover. Revisiting Existing Warrants for Left-Turn Lanes at Unsignalized Intersections on Two-Way Roadways, TRB 2007 Annual Meeting CD-ROM, National Research Council, Washington, D.C. (2007).

Note: Critical gap = 8.0 seconds, time to turn left = 4.3 seconds, time to clear lane = 3.2 seconds

Table 4-27
Recommended Left-Turn Lane Warrants for Two-Lane Highways



The posted speed limit on the two-lane highway of Huntsville Road is 25 miles per hour in the vicinity Morningside Drive. However, 40 miles per hour is the minimal speed limit shown on Table 4-27 and is the value included in these calculations. Projected traffic volumes during the AM and PM Peak Hours are as follows:

AM Peak Hour

- o Eastbound approach = 414 vehicles.
- o Westbound left-turns = 14 vehicles.
- o Westbound advancing (includes left-turns) = 922 vehicles.

AM peak hour westbound left-turn volume is only 1.5 percent of the westbound approach volume and far less than the minimum 5 percent left-turns shown on Table 4-27. Furthermore, this projected left-turn volume is only 14 vehicles during the AM peak hour.

PM Peak Hour

- o Eastbound approach = 833 vehicles.
- o Westbound left-turns = 23 vehicles.
- o Westbound thru = 444 vehicles.

It was found that the PM peak hour westbound left-turn volume on Huntsville Road at Morningside Drive is 5.8 percent of the westbound approach volume. With the eastbound approaching volume of 833 vehicles during the PM peak hour, the 444 advancing volume is greater than the threshold volume of 136 vehicles posted on Table 4-27 referenced in this section. This result indicates a westbound left-turn lane on Huntsville Road approach to Morningside Drive projected to be warranted. The Table 4-27 values are based on 40 miles per hour. However, the table does not provide data for the much lower posted speed limit of 25 miles per hour. The projected left-turn volume is only 23 vehicles during the PM peak hour and the westbound vehicle movements are expected to operate acceptably with or without the addition of a westbound left-turn lane at this location. All westbound thru

/ left-turn vehicle movements for the projected traffic conditions on Huntsville Road at Morningside Drive are expected to continue to operate at what calculates as an acceptable LOS “A” for the AM and PM peak hours as indicated by the capacity and level of service calculations conducted as a part of this study. A westbound left-turn lane on Huntsville Road at Morningside Drive is found to be warranted but not be necessary for acceptable traffic operations with full build-out of the proposed Park Meadows development. Also, with left-turn volumes even lower on Huntsville Road at Street “L” and at Street “F” than at Morningside Drive, left-turn lanes are not expected to be warranted or necessary at these locations with maximum left-turn volumes of only 7 and 9 vehicles respectively during the PM peak hour.



SUMMARY OF FINDINGS

Findings of this study are summarized as follows:

- Approximately 2,761 vehicle trips (combined in and out) per average weekday are projected to be generated by the proposed residential subdivision at full build. Of this total, approximately 218 vehicle trips are estimated during the traffic conditions of the AM peak hour and approximately 290 vehicle trips are estimated during the traffic conditions of the PM peak hour.
- All vehicle movements for existing traffic conditions at the study intersection of Huntsville Road and Morningside Drive presently operate at what calculates as an acceptable LOS “D” or better for the AM and PM peak hours.
- All vehicle movements for the projected traffic conditions at the study intersections are expected to operate at what calculates as an acceptable LOS “D” or better for the AM and PM peak hours except for the northbound vehicle movements on Morningside Drive at Huntsville Road during the AM peak hour (LOS “E”). The 95th percentile calculated vehicle queue length for the northbound Morningside Drive approach to Huntsville Road is only 90 feet, and the average vehicle delay for that vehicle movement is only 49 seconds per vehicle. Furthermore, the average seconds per vehicle delay and intersection capacity utilization are expected to continue to operate at acceptable levels with existing lane geometry and “Stop” sign control for the intersection of Huntsville Road and Morningside Drive during the AM and PM peak hours for these projected traffic conditions.
- It was found that traffic signal warrants are not projected to be met for the intersection of Huntsville Road and Morningside Drive with projected traffic volumes associated with the Park Meadows development as proposed. Traffic signal warrants analysis for this intersection indicates volumes are expected to not be sufficient to satisfy any warrants at the completion of the development.



- It was found that a westbound left-turn lane on Huntsville Road at Morningside Drive is not warranted for the AM peak hour. AM peak hour westbound left-turn volume is only 1.5 percent of the westbound approach volume. Furthermore, this projected left-turn volume is only 14 vehicles during the AM peak hour.
- It was found that the PM peak hour westbound left-turn volume on Huntsville Road at Morningside Drive is 5.8 percent of the westbound approach volume. With the eastbound approaching volume of 833 vehicles during the PM peak hour, the 444 advancing volume is greater than the threshold volume of 136 vehicles posted on Table 4-27 referenced in this report. This result indicates a westbound left-turn lane on Huntsville Road approach to Morningside Drive projected to be warranted. The Table 4-27 values are based on 40 miles per hour. However, the table does not provide data for the much lower posted speed limit of 25 miles per hour. The projected left-turn volume is only 23 vehicles during the PM peak hour and the westbound vehicle movements are expected to operate acceptably with or without the addition of a westbound left-turn lane at this location. All westbound thru / left-turn vehicle movements for the projected traffic conditions on Huntsville Road at Morningside Drive are expected to continue to operate at what calculates as an acceptable LOS “A” for the AM and PM peak hours as indicated by the capacity and level of service calculations conducted as a part of this study. A westbound left-turn lane on Huntsville Road at Morningside Drive is found to be warranted but not be necessary for acceptable traffic operations with full build-out of the proposed Park Meadows development. Also, with left-turn volumes even lower on Huntsville Road at Street “L” and at Street “F” than at Morningside Drive, left-turn lanes are not expected to be warranted or necessary at these locations with maximum left-turn volumes of only 7 and 9 vehicles respectively during the PM peak hour.

APPENDIX



PETERS & ASSOCIATES
ENGINEERS, INC.

Site Plan



PETERS & ASSOCIATES
ENGINEERS, INC.

LEGEND (EXISTING)

SYMBOLS LINEWORK

	FOUND IRON PIN	EASEMENT
	LIGHT POLE	=====
	TREE	CURB
		RIGHT OF WAY
		ROAD CENTERLINE

 BUILDING SETBACKS:

ZONING: NC
FRONT = BUILD TO 0'-25'
SIDE = 5' B/S
REAR = 12' B/S

LEGEND (CONSTRUCT)

SYMBOLS LINEWORK

SET IRON PIN
LIGHT POLE

PARCEL: 765-15079-001
OWNER: CITY OF FAYETTEVILLE
FAYETTEVILLE, AR 72702
ZONING: RSF-4

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	39.98'	S87° 25' 38" E
L2	12.06'	S2° 34' 22" W
L3	73.63'	S80° 42' 49" W
L4	122.44'	S82° 19' 53" E
L5	73.58'	S83° 28' 46" E
L6	24.72'	S86° 22' 28" E
L7	91.36'	S87° 40' 43" E
L8	76.07'	N41° 04' 43" W
L9	12.60'	N87° 21' 17" W
L10	39.90'	S87° 15' 39" E
L11	39.39'	S2° 44' 21" W
L12	57.54'	S86° 56' 01" E
L13	12.05'	N46° 16' 12" E

CURVE #	RADIUS	LENGTH	CHORD LENGTH	START POINT	END POINT
C20	50.0	75.54	70.71	677455.57,631629.05	677501.82,631688.38
C21	50.0	75.54	70.71	677632.86,63202.62	677685.21,63120.56
C22	50.0	75.54	70.71	677711.02,631808.74	677763.27,631656.36
C23	120.0	185.50	169.71	678060.51,631842.65	678185.92,631956.98
C24	90.0	141.37	127.28	677746.23,632278.33	678016.98,632242.42
C25	90.0	141.37	127.28	678035.36,632108.03	677947.90,632108.03
C26	50.0	75.54	70.71	678247.41,632387.90	678199.77,633510.41
C27	50.0	75.54	70.71	677723.89,631749.83	677726.15,63197.41
C28	170.0	128.08	125.07	677715.60,633579.12	677815.92,633497.42
C29	170.0	128.08	125.07	677875.50,633747.42	678034.42,633615.72
C30	50.0	75.54	70.71	677643.56,632903.23	677695.82,632903.23

PROPERTY DESCRIPTION

PART OF THE W 1/2 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 16 NORTH RANGE 30 WEST,
WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

ALSO

PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 16 NORTH RANGE 30 WEST
WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 22;
THENCE ALONG THE NORTH LINE THEREOF S87°51'30" 39.00 FEET;
THENCE LEAVING SAID NORTH LINE S02°44'21" W 38.39 FEET TO THE POINT OF BEGINNING,
SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF HIGHWAY 16;
THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING FOUR COURSES:
THENCE S88°04'02" 57.04 FEET, THENCE N45°00'00" 100.00 FEET,
THENCE S87°36'38" 489.92 FEET, THENCE S87°11'31" 253.86 FEET;
THENCE LEAVING SAID SOUTH RIGHT OF WAY S02°46'10" W 152.24 FEET,
809.75 FEET TO THE EAST RIGHT OF WAY OF SOUTH MORRINGSIDE DRIVE;
THENCE ALONG SAID EAST RIGHT OF WAY N02°52'58" E 143.61 FEET TO THE POINT OF BEGINNING,
SAID POINT BEING 1.22 ACRES, MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY
OF RECORD OR FACT.

CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	630980.42	678439.50	1208.22	5/BRBR W BLUE C
2	631126.54	676667.11	1214.71	5/BRBR W BLUE C
3	633698.15	677066.00	1273.48	5/BRBR W BLUE C
4	633597.77	678428.23	1288.42	5/BRBR W BLUE C

PARCEL: 765-15092-000
OWNER: SIGNATURE BANK OF ARKANSAS
FAYETTEVILLE, AR 72702
ZONING: RME-24

 **Crafton Tull**
architecture | engineering | surveying
479.636.4838 • 479.631.6224

CERTIFICATE OF AUTHORIZATION

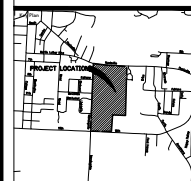


GRAPHIC SCALE IN FEET



100' 0 100'

PARK MEADOWS
FAYETTEVILLE, AR

[illegible]

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ISSUE DATE: 10/13/16
CONTACT: D. ELLIS
CHECKED BY: _____

PRELIMINARY PLANS

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OVERALL PRELIMINARY PLAT



PETERS & ASSOCIATES
ENGINEERS, INC.

Trip-Generation Data

Park Meadows
Fayetteville, Arkansas

P1846

PARK MEADOWS			24-HOUR TWO-WAY WEEKDAY VOLUME	AM PEAK HOUR VOLUME		PM PEAK HOUR VOLUME	
LAND USE	APPROXIMATE SIZE	ITE CODE		ENTER	EXIT	ENTER	EXIT
Single-Family Residential	290 Lots	210	2,761	55	163	183	107
TOTAL ENTERING + EXITING				218		290	

Trip Generation Summary - Single-Family Residential

Project: Park Meadows
Alternative: Single-Family Residential

Open Date: 11/8/2016
Analysis Date: 11/8/2016

ITE	Land Use	Average Daily Trips			AM Peak Hour of Adjacent Street Traffic			PM Peak Hour of Adjacent Street Traffic		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
210	SFHOUSE 1	1381	1380	2761	55	163	218	183	107	290
	290 Dwelling Units									
	Unadjusted Volume	0	0	0	0	0	0	0	0	0
	Internal Capture Trips	0	0	0	0	0	0	0	0	0
	Pass-By Trips	0	0	0	0	0	0	0	0	0
	Volume Added to Adjacent Streets	0	0	0	0	0	0	0	0	0

Total AM Peak Hour Internal Capture = 0 Percent

Total PM Peak Hour Internal Capture = 0 Percent

Vehicle Turning Movement Count Data



PETERS & ASSOCIATES
ENGINEERS, INC.

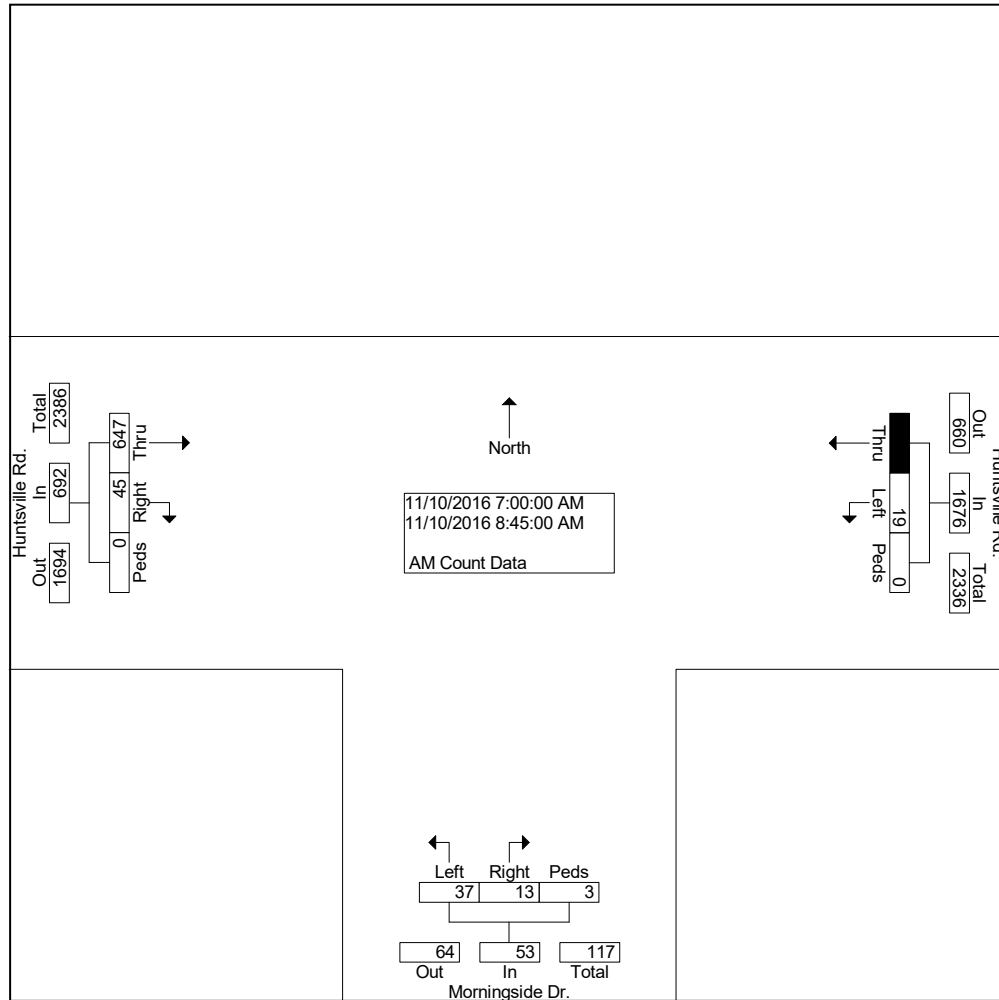
Peters & Associates Engineers, Inc.
Peak Hours Turning Movement Count Data

AM Hour Turning Movement Count Data
Huntsville Road and Morningside Drive
Fayetteville, AR
P1846

File Name : AM-TM
Site Code : 00000000
Start Date : 11/10/2016
Page No : 1

Groups Printed- AM Count Data

	Huntsville Rd. From East				Morningside Dr. From South					Huntsville Rd. From West				
Start Time	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0		
07:00 AM	205	2	0	207	1	0	1	0	2	1	50	0	51	260
07:15 AM	194	2	0	196	0	0	2	1	3	4	72	0	76	275
07:30 AM	237	3	0	240	3	0	6	0	9	4	77	0	81	330
07:45 AM	260	8	0	268	2	0	4	0	6	7	80	0	87	361
Total	896	15	0	911	6	0	13	1	20	16	279	0	295	1226
08:00 AM	193	1	0	194	1	0	2	2	5	9	75	0	84	283
08:15 AM	213	2	0	215	1	0	4	0	5	4	100	0	104	324
08:30 AM	218	0	0	218	3	0	9	0	12	8	106	0	114	344
08:45 AM	137	1	0	138	2	0	9	0	11	8	87	0	95	244
Total	761	4	0	765	7	0	24	2	33	29	368	0	397	1195
Grand Total	1657	19	0	1676	13	0	37	3	53	45	647	0	692	2421
Apprch %	98.9	1.1	0.0		24.5	0.0	69.8	5.7		6.5	93.5	0.0		
Total %	68.4	0.8	0.0	69.2	0.5	0.0	1.5	0.1	2.2	1.9	26.7	0.0	28.6	

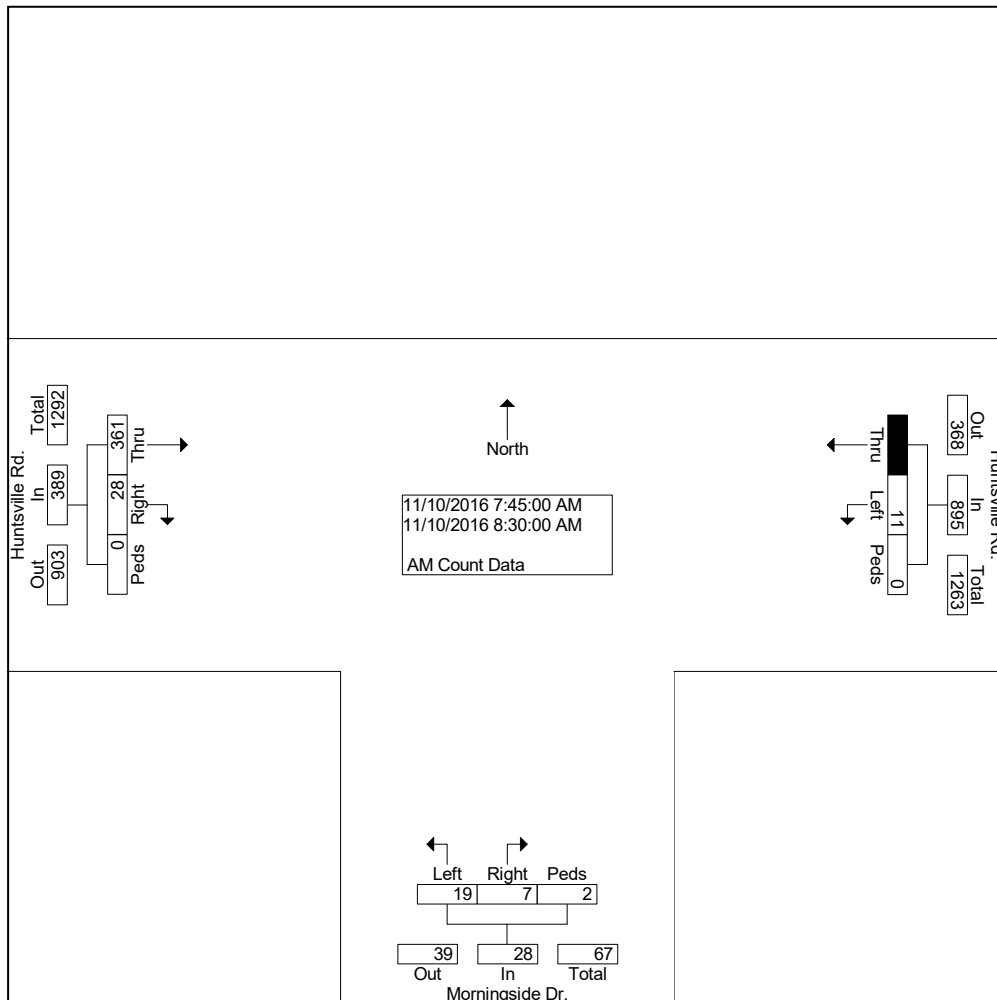


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Peak Hours Turning Movement Count Data

AM Hour Turning Movement Count Data
Huntsville Road and Morningside Drive
Fayetteville, AR
P1846

File Name : AM-TM
Site Code : 00000000
Start Date : 11/10/2016
Page No : 2

	Huntsville Rd. From East				Morningside Dr. From South					Huntsville Rd. From West				
Start Time	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1														
Intersection	07:45 AM													
Volume	884	11	0	895	7	0	19	2	28	28	361	0	389	1312
Percent	98.8	1.2	0.0		25.0	0.0	67.9	7.1		7.2	92.8	0.0		
07:45 Volume	260	8	0	268	2	0	4	0	6	7	80	0	87	361
Peak Factor														0.909
High Int.	07:45 AM				08:30 AM					08:30 AM				
Volume	260	8	0	268	3	0	9	0	12	8	106	0	114	
Peak Factor	0.835				0.583					0.853				



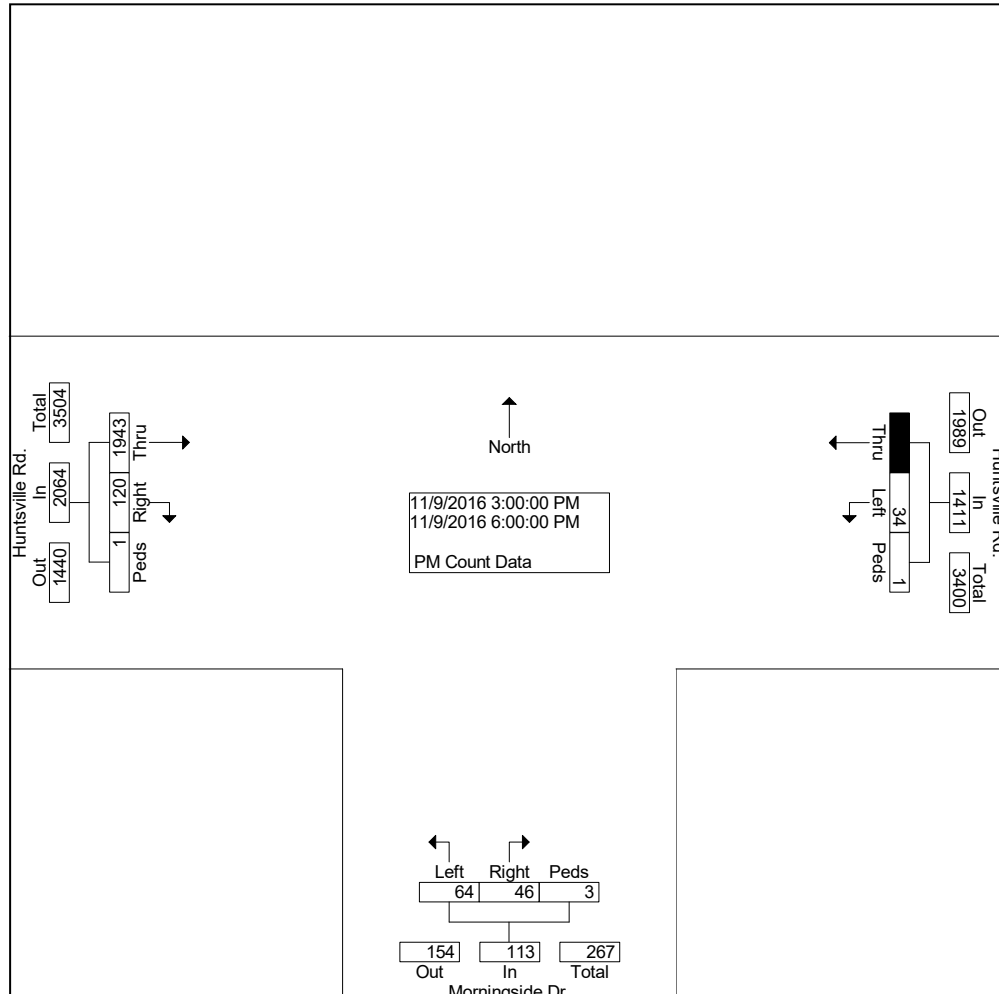
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Peak Hours Turning Movement Count Data

PM Hour Turning Movement Count Data
Huntsville Road and Morningside Drive
Fayetteville, Ar
P1846

File Name : PM-TM
Site Code : 00000000
Start Date : 11/09/2016
Page No : 1

Groups Printed- PM Count Data

	Huntsville Rd. From East				Morningside Dr. From South				Huntsville Rd. From West				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
03:00 PM	101	3	1	105	1	5	0	6	3	113	1	117	228
03:15 PM	121	6	0	127	1	8	0	9	11	112	0	123	259
03:30 PM	118	1	0	119	4	7	2	13	11	120	0	131	263
03:45 PM	112	4	0	116	3	3	0	6	6	111	0	117	239
Total	452	14	1	467	9	23	2	34	31	456	1	488	989
04:00 PM	121	2	0	123	2	9	0	11	8	180	0	188	322
04:15 PM	110	2	0	112	3	5	0	8	9	168	0	177	297
04:30 PM	89	2	0	91	7	5	1	13	10	167	0	177	281
04:45 PM	100	4	0	104	4	6	0	10	13	164	0	177	291
Total	420	10	0	430	16	25	1	42	40	679	0	719	1191
05:00 PM	94	3	0	97	6	3	0	9	13	174	0	187	293
05:15 PM	108	4	0	112	3	1	0	4	9	196	0	205	321
05:30 PM	103	1	0	104	5	5	0	10	9	173	0	182	296
05:45 PM	100	1	0	101	3	4	0	7	10	155	0	165	273
Total	405	9	0	414	17	13	0	30	41	698	0	739	1183
06:00 PM	99	1	0	100	4	3	0	7	8	110	0	118	225
Grand Total	1376	34	1	1411	46	64	3	113	120	1943	1	2064	3588
Apprch %	97.5	2.4	0.1		40.7	56.6	2.7		5.8	94.1	0.0		
Total %	38.4	0.9	0.0	39.3	1.3	1.8	0.1	3.1	3.3	54.2	0.0	57.5	

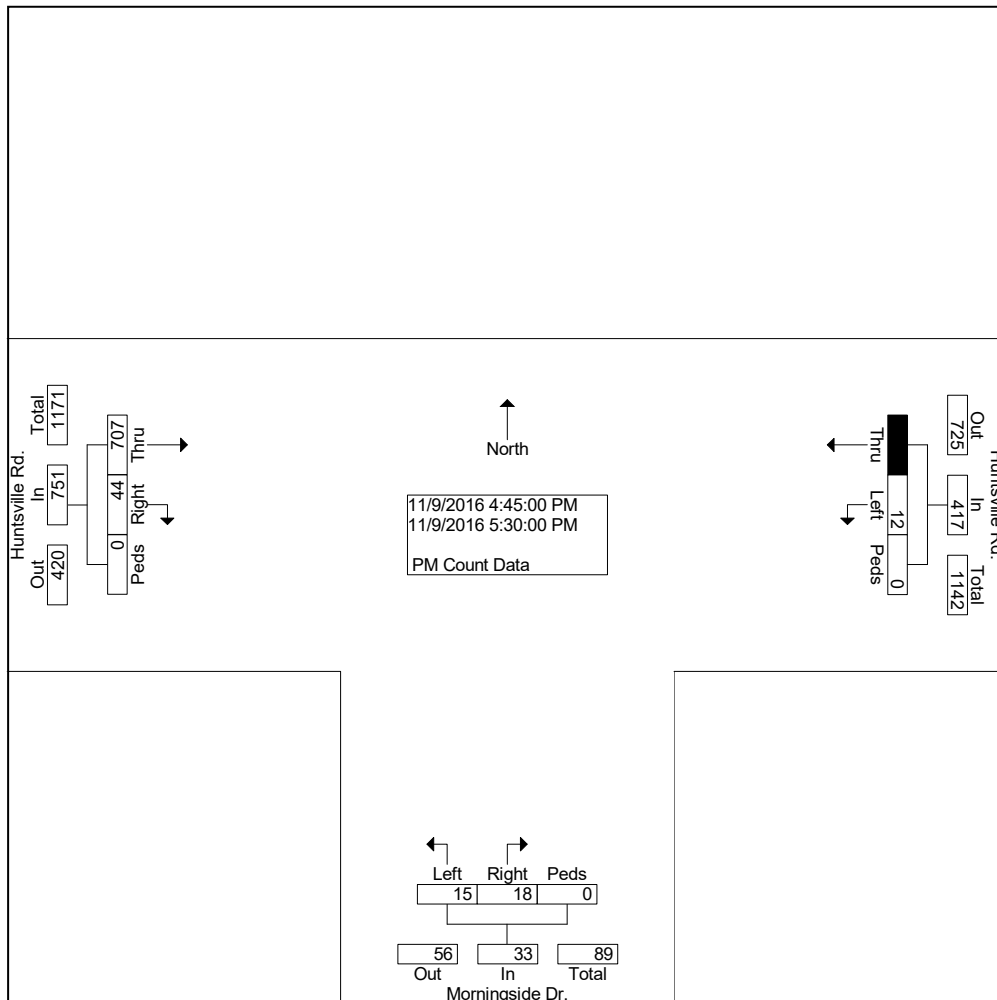


Peters & Associates Engineers, Inc.
Peak Hours Turning Movement Count Data

PM Hour Turning Movement Count Data
Huntsville Road and Morningside Drive
Fayetteville, Ar
P1846

File Name : PM-TM
Site Code : 00000000
Start Date : 11/09/2016
Page No : 2

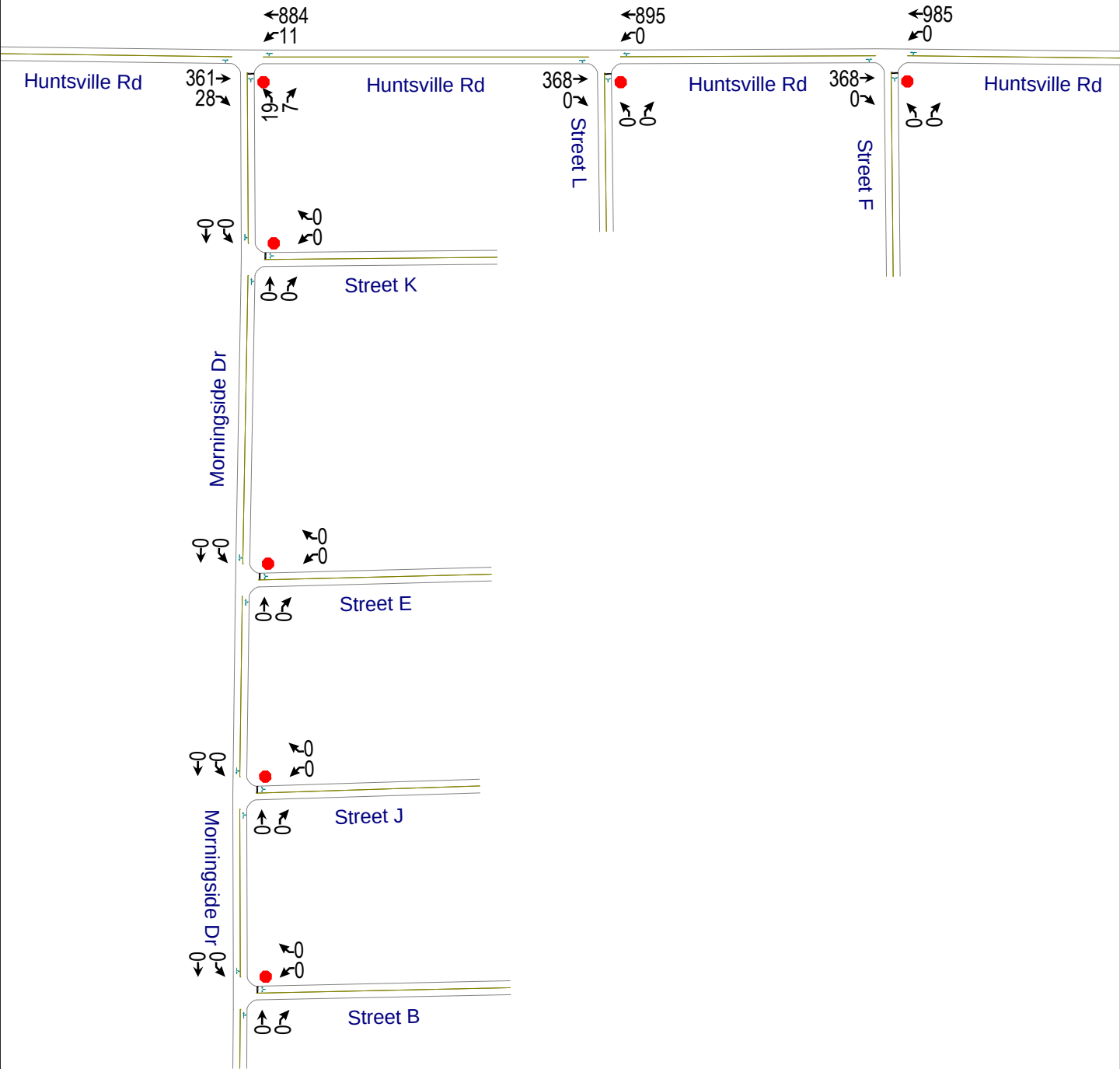
	Huntsville Rd. From East				Morningside Dr. From South				Huntsville Rd. From West				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
Peak Hour From 03:00 PM to 06:00 PM - Peak 1 of 1													
Intersection	04:45 PM												
Volume	405	12	0	417	18	15	0	33	44	707	0	751	1201
Percent	97.1	2.9	0.0		54.5	45.5	0.0		5.9	94.1	0.0		
05:15 Volume	108	4	0	112	3	1	0	4	9	196	0	205	321
Peak Factor													0.935
High Int.	05:15 PM				04:45 PM				05:15 PM				
Volume	108	4	0	112	4	6	0	10	9	196	0	205	
Peak Factor	0.931								0.825				0.916



Capacity & Level of Service Calculations



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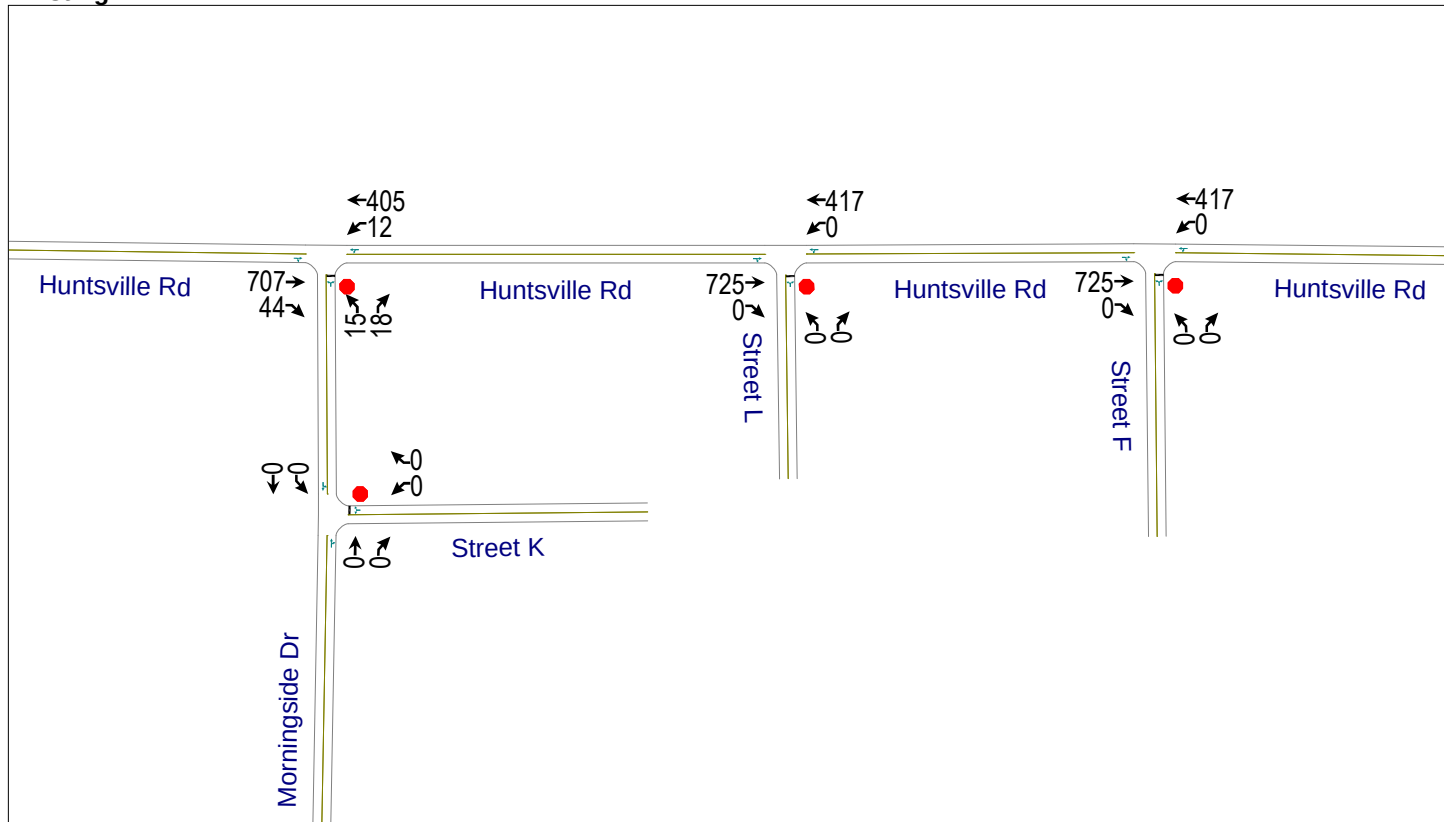


HCM Unsignalized Intersection Capacity Analysis

3: Morningside Dr & Huntsville Rd

11/21/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↗	
Volume (veh/h)	361	28	11	884	19	7
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	392	30	12	961	21	8
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			423		1392	408
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			423		1392	408
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		87	99
cM capacity (veh/h)			1136		155	644
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	423	973	28			
Volume Left	0	12	21			
Volume Right	30	0	8			
cSH	1700	1136	194			
Volume to Capacity	0.25	0.01	0.15			
Queue Length 95th (ft)	0	1	12			
Control Delay (s)	0.0	0.3	26.6			
Lane LOS		A	D			
Approach Delay (s)	0.0	0.3	26.6			
Approach LOS			D			
Intersection Summary						
Average Delay			0.7			
Intersection Capacity Utilization			65.3%	ICU Level of Service		C
Analysis Period (min)			15			

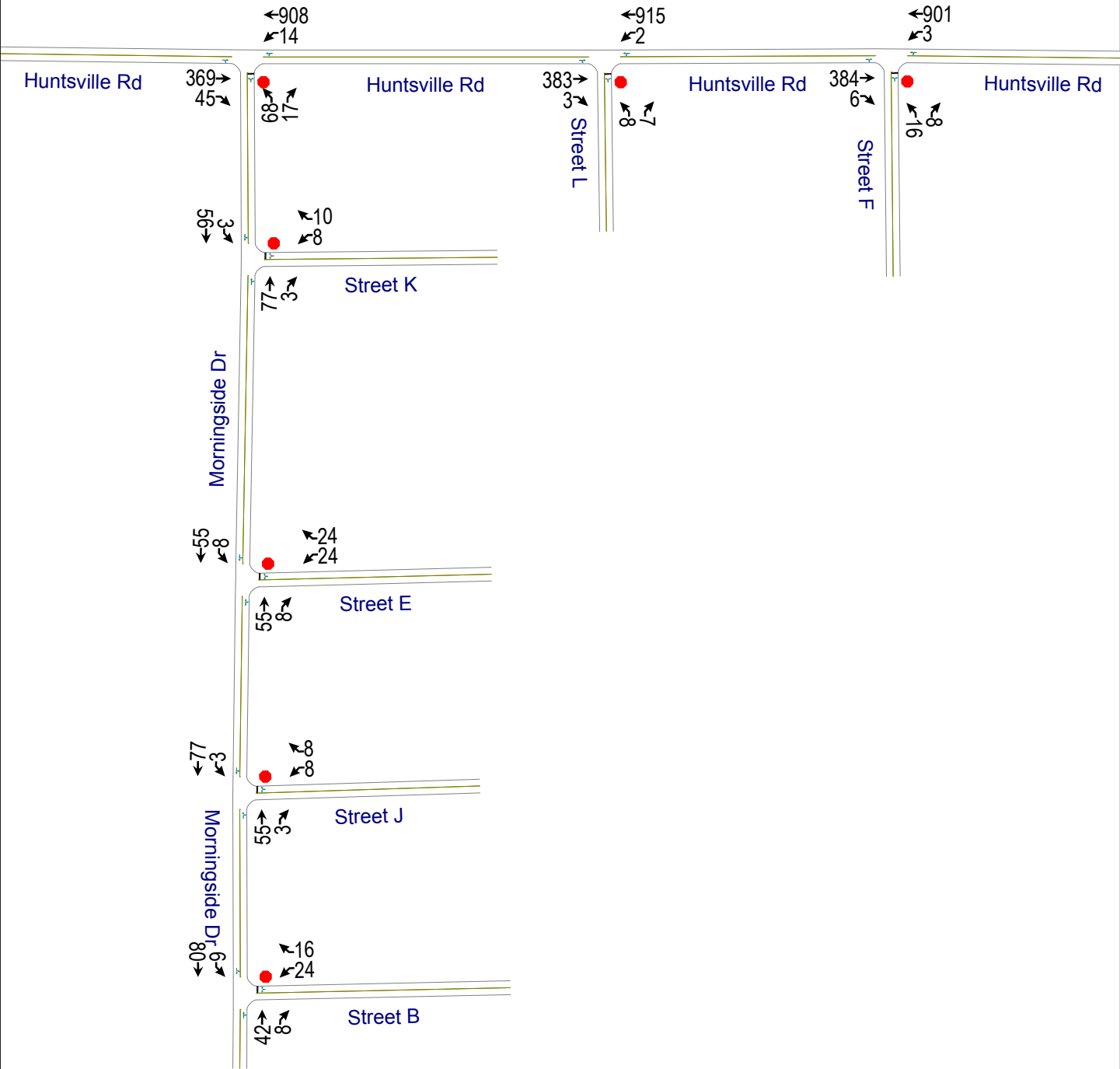


HCM Unsignalized Intersection Capacity Analysis

3: Morningside Dr & Huntsville Rd

11/21/2016

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (veh/h)	707	44	12	405	15	18
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	768	48	13	440	16	20
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			816		1259	792
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			816		1259	792
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			98		91	95
cM capacity (veh/h)			811		185	389
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	816	453	36			
Volume Left	0	13	16			
Volume Right	48	0	20			
cSH	1700	811	259			
Volume to Capacity	0.48	0.02	0.14			
Queue Length 95th (ft)	0	1	12			
Control Delay (s)	0.0	0.5	21.1			
Lane LOS		A	C			
Approach Delay (s)	0.0	0.5	21.1			
Approach LOS			C			
Intersection Summary						
Average Delay		0.7				
Intersection Capacity Utilization		49.9%	ICU Level of Service	A		
Analysis Period (min)		15				



HCM Unsignalized Intersection Capacity Analysis

3: Morningside Dr & Huntsville Rd

11/11/2016

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (veh/h)	369	45	14	908	68	17
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	401	49	15	987	74	18
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			450		1443	426
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			450		1443	426
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		49	97
cM capacity (veh/h)			1110		144	629
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	450	1002	92			
Volume Left	0	15	74			
Volume Right	49	0	18			
cSH	1700	1110	170			
Volume to Capacity	0.26	0.01	0.54			
Queue Length 95th (ft)	0	1	70			
Control Delay (s)	0.0	0.4	49.0			
Lane LOS		A	E			
Approach Delay (s)	0.0	0.4	49.0			
Approach LOS			E			
Intersection Summary						
Average Delay		3.2				
Intersection Capacity Utilization		70.5%	ICU Level of Service	C		
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

5: Morningside Dr & Street B

11/11/2016

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	24	16	42	8	6	80
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	26	17	46	9	7	87
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	150	50			54	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	150	50			54	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	97	98			100	
cM capacity (veh/h)	838	1018			1551	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	43	54	93			
Volume Left	26	0	7			
Volume Right	17	9	0			
cSH	902	1700	1551			
Volume to Capacity	0.05	0.03	0.00			
Queue Length 95th (ft)	4	0	0			
Control Delay (s)	9.2	0.0	0.5			
Lane LOS	A		A			
Approach Delay (s)	9.2	0.0	0.5			
Approach LOS	A					
Intersection Summary						
Average Delay		2.4				
Intersection Capacity Utilization		19.2%		ICU Level of Service		A
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

7: Morningside Dr & Street J

11/11/2016

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	8	8	55	3	3	77
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	9	9	60	3	3	84
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	152	61			63	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	152	61			63	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	99			100	
cM capacity (veh/h)	838	1004			1540	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	17	63	87			
Volume Left	9	0	3			
Volume Right	9	3	0			
cSH	914	1700	1540			
Volume to Capacity	0.02	0.04	0.00			
Queue Length 95th (ft)	1	0	0			
Control Delay (s)	9.0	0.0	0.3			
Lane LOS	A		A			
Approach Delay (s)	9.0	0.0	0.3			
Approach LOS	A					
Intersection Summary						
Average Delay		1.1				
Intersection Capacity Utilization		16.5%		ICU Level of Service		A
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

9: Morningside Dr & Street E

11/11/2016

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	24	24	55	8	8	55
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	26	26	60	9	9	60
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	141	64			68	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	141	64			68	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	97	97			99	
cM capacity (veh/h)	847	1000			1533	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	52	68	68			
Volume Left	26	0	9			
Volume Right	26	9	0			
cSH	917	1700	1533			
Volume to Capacity	0.06	0.04	0.01			
Queue Length 95th (ft)	5	0	0			
Control Delay (s)	9.2	0.0	1.0			
Lane LOS	A		A			
Approach Delay (s)	9.2	0.0	1.0			
Approach LOS	A					
Intersection Summary						
Average Delay		2.9				
Intersection Capacity Utilization		19.6%		ICU Level of Service		A
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

11: Morningside Dr & Street K

11/11/2016

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	8	10	77	3	3	56
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	9	11	84	3	3	61
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	153	85			87	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	153	85			87	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	99			100	
cM capacity (veh/h)	837	974			1509	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	20	87	64			
Volume Left	9	0	3			
Volume Right	11	3	0			
cSH	908	1700	1509			
Volume to Capacity	0.02	0.05	0.00			
Queue Length 95th (ft)	2	0	0			
Control Delay (s)	9.1	0.0	0.4			
Lane LOS	A		A			
Approach Delay (s)	9.1	0.0	0.4			
Approach LOS	A					
Intersection Summary						
Average Delay		1.2				
Intersection Capacity Utilization		15.4%		ICU Level of Service		A
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

13: Street L & Huntsville Rd

11/11/2016

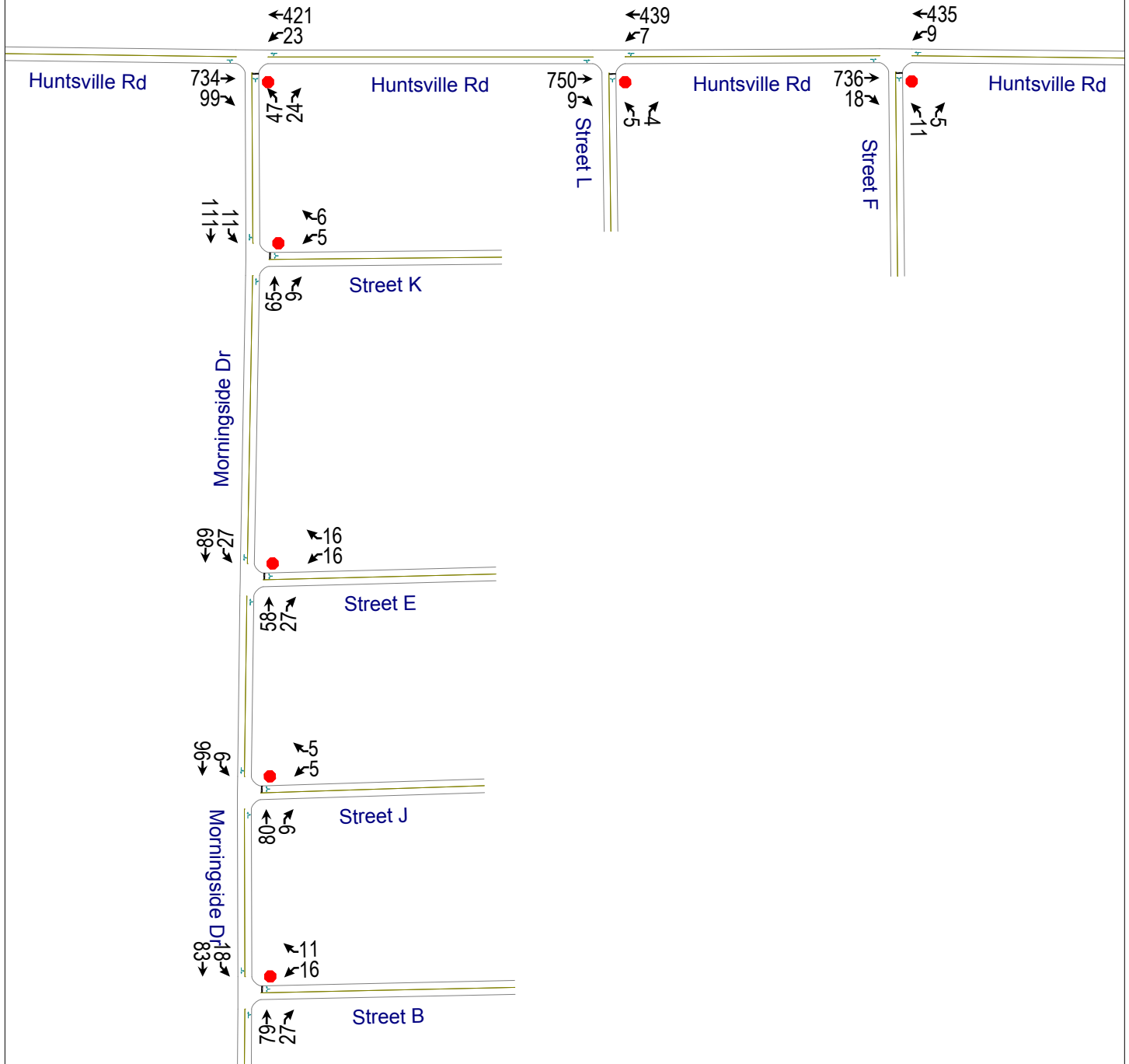
	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱	↰	↱
Volume (veh/h)	383	3	2	915	8	7
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	416	3	2	995	9	8
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			420		1417	418
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			420		1417	418
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		94	99
cM capacity (veh/h)			1140		151	635
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	420	997	16			
Volume Left	0	2	9			
Volume Right	3	0	8			
cSH	1700	1140	234			
Volume to Capacity	0.25	0.00	0.07			
Queue Length 95th (ft)	0	0	6			
Control Delay (s)	0.0	0.1	21.5			
Lane LOS		A	C			
Approach Delay (s)	0.0	0.1	21.5			
Approach LOS			C			
Intersection Summary						
Average Delay		0.3				
Intersection Capacity Utilization		59.7%	ICU Level of Service	B		
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

15: Street F & Huntsville Rd

11/11/2016

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (veh/h)	384	6	3	901	16	8
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	417	7	3	979	17	9
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			424		1407	421
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			424		1407	421
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		89	99
cM capacity (veh/h)			1135		153	633
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	424	983	26			
Volume Left	0	3	17			
Volume Right	7	0	9			
cSH	1700	1135	205			
Volume to Capacity	0.25	0.00	0.13			
Queue Length 95th (ft)	0	0	11			
Control Delay (s)	0.0	0.1	25.2			
Lane LOS		A	D			
Approach Delay (s)	0.0	0.1	25.2			
Approach LOS			D			
Intersection Summary						
Average Delay		0.5				
Intersection Capacity Utilization		59.8%	ICU Level of Service	B		
Analysis Period (min)		15				



HCM Unsignalized Intersection Capacity Analysis

3: Morningside Dr & Huntsville Rd

11/11/2016

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (veh/h)	734	99	23	421	47	24
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	798	108	25	458	51	26
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			905		1359	852
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			905		1359	852
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			97		68	93
cM capacity (veh/h)			751		158	360
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	905	483	77			
Volume Left	0	25	51			
Volume Right	108	0	26			
cSH	1700	751	195			
Volume to Capacity	0.53	0.03	0.40			
Queue Length 95th (ft)	0	3	44			
Control Delay (s)	0.0	0.9	35.0			
Lane LOS		A	D			
Approach Delay (s)	0.0	0.9	35.0			
Approach LOS			D			
Intersection Summary						
Average Delay			2.2			
Intersection Capacity Utilization			55.4%	ICU Level of Service		B
Analysis Period (min)			15			

HCM Unsignalized Intersection Capacity Analysis

5: Morningside Dr & Street B

11/11/2016

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	16	11	79	27	18	83
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	17	12	86	29	20	90
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	230	101			115	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	230	101			115	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	99			99	
cM capacity (veh/h)	748	955			1474	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	29	115	110			
Volume Left	17	0	20			
Volume Right	12	29	0			
cSH	821	1700	1474			
Volume to Capacity	0.04	0.07	0.01			
Queue Length 95th (ft)	3	0	1			
Control Delay (s)	9.5	0.0	1.4			
Lane LOS	A		A			
Approach Delay (s)	9.5	0.0	1.4			
Approach LOS	A					
Intersection Summary						
Average Delay		1.7				
Intersection Capacity Utilization		22.0%		ICU Level of Service		A
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

7: Morningside Dr & Street J

11/11/2016

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	5	5	80	9	9	96
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	5	5	87	10	10	104
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	216	92			97	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	216	92			97	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	99			99	
cM capacity (veh/h)	767	966			1497	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	11	97	114			
Volume Left	5	0	10			
Volume Right	5	10	0			
cSH	855	1700	1497			
Volume to Capacity	0.01	0.06	0.01			
Queue Length 95th (ft)	1	0	0			
Control Delay (s)	9.3	0.0	0.7			
Lane LOS	A		A			
Approach Delay (s)	9.3	0.0	0.7			
Approach LOS	A					
Intersection Summary						
Average Delay		0.8				
Intersection Capacity Utilization		22.2%		ICU Level of Service		A
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

9: Morningside Dr & Street E

11/11/2016

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	16	16	58	27	27	89
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	17	17	63	29	29	97
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	233	78			92	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	233	78			92	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	98			98	
cM capacity (veh/h)	740	983			1502	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	35	92	126			
Volume Left	17	0	29			
Volume Right	17	29	0			
cSH	845	1700	1502			
Volume to Capacity	0.04	0.05	0.02			
Queue Length 95th (ft)	3	0	1			
Control Delay (s)	9.4	0.0	1.9			
Lane LOS	A		A			
Approach Delay (s)	9.4	0.0	1.9			
Approach LOS	A					
Intersection Summary						
Average Delay		2.2				
Intersection Capacity Utilization		22.8%		ICU Level of Service		A
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

11: Morningside Dr & Street K

11/11/2016

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	5	6	65	9	11	111
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	5	7	71	10	12	121
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	220	76			80	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	220	76			80	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	99			99	
cM capacity (veh/h)	762	986			1517	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	12	80	133			
Volume Left	5	0	12			
Volume Right	7	10	0			
cSH	870	1700	1517			
Volume to Capacity	0.01	0.05	0.01			
Queue Length 95th (ft)	1	0	1			
Control Delay (s)	9.2	0.0	0.7			
Lane LOS	A		A			
Approach Delay (s)	9.2	0.0	0.7			
Approach LOS	A					
Intersection Summary						
Average Delay		0.9				
Intersection Capacity Utilization		23.1%		ICU Level of Service		A
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

13: Street L & Huntsville Rd

11/11/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↱	↘↙	
Volume (veh/h)	750	9	7	439	5	4
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	815	10	8	477	5	4
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			825		1312	820
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			825		1312	820
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		97	99
cM capacity (veh/h)			805		173	375
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	825	485	10			
Volume Left	0	8	5			
Volume Right	10	0	4			
cSH	1700	805	228			
Volume to Capacity	0.49	0.01	0.04			
Queue Length 95th (ft)	0	1	3			
Control Delay (s)	0.0	0.3	21.5			
Lane LOS		A	C			
Approach Delay (s)	0.0	0.3	21.5			
Approach LOS			C			
Intersection Summary						
Average Delay		0.3				
Intersection Capacity Utilization		50.0%		ICU Level of Service	A	
Analysis Period (min)		15				

HCM Unsignalized Intersection Capacity Analysis

15: Street F & Huntsville Rd

11/11/2016

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (veh/h)	736	18	9	435	11	5
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	800	20	10	473	12	5
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			820		1302	810
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			820		1302	810
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		93	99
cM capacity (veh/h)			809		175	380
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	820	483	17			
Volume Left	0	10	12			
Volume Right	20	0	5			
cSH	1700	809	211			
Volume to Capacity	0.48	0.01	0.08			
Queue Length 95th (ft)	0	1	7			
Control Delay (s)	0.0	0.3	23.6			
Lane LOS		A	C			
Approach Delay (s)	0.0	0.3	23.6			
Approach LOS			C			
Intersection Summary						
Average Delay		0.4				
Intersection Capacity Utilization		49.8%	ICU Level of Service	A		
Analysis Period (min)		15				



PETERS & ASSOCIATES
ENGINEERS, INC.

Traffic Signal Warrants Results

Traffic Signal Warrants Analysis

INTERSECTION CONFIGURATION

Required Vol. for Warrant: major minor

CITY:	Fayetteville, AR	No. Lanes	Major: 1	Minor: 1	Warrant	1A	500	150
CO.:	Washington		---	---	1B	750	75	
HWY.,Mjr.:	Huntsville Road	Accidents > 5/yr?	(Y or N)	N	1AB (80% 1 & 2)	400	120	
ST.,Minor:	Morningside Drive	Speed =>40, or Pop. < 10 K		N		600	60	
Projected Traffic Condition Factor out "RTs" (Y or N)?: Yes					2 (4 Hr.)	(see formula)		
W/ RTs Not Factored Out					Major: EB	N	WB	N
November 21, 2016 Study performed by RMT					Minor: NB	Y	SB	n/a
					Adj. Factor:	1		

Traffic Signal Warrants Analysis

CITY: Fayetteville, AR
CO.: Washing
HWY.,Mjr.: Huntsville Road
ST.,Minor: Morningside Drive
Projected Traffic Conditions
W/ RTs Not Factored Out

MAJOR ST.										MINOR ST.										FINAL RESULTS: Traffic Signal Warrants Analysis									
(direction)										(direction)										Projected Traffic Conditions									
Direction: EB										Direction: NB										W/ RTs Not Factored Out									
Factor 100%										Factor 100%										Hour warrant was met:									
STARTING TIME										STARTING TIME										Major St.: Huntsville Road									
Existing + Proj man. results										Existing + Proj man. results										Minor St.: Morningside Drive									
RESULTS SUM										RESULTS SUM										VOLUME									
																				COMB. 4 Hr. Peak									
																				500 750 400 600									
																				150 75 120 60									
																				#8-1 #8-2									
																				HOUR SUM MAX. 1A 1B 1AB 2 3									
7:00	357		357		950		950		1307	86		86		0		0	80	130		7:00	1307	86	0	1	0	0	1	1	0
8:00	423		423		795		795		1219	85		85		0		0	80	148		8:00	1219	85	0	1	0	0	1	1	0
9:00	289		289		458		458		747	52		52		0		0	168	304		9:00	747	52	0	0	0	0	0	0	0
10:00	355		355		310		310		665	44		44		0		0	196	340		10:00	665	44	0	0	0	0	0	0	0
11:00	385		385		369		369		754	46		46		0		0	166	301		11:00	754	46	0	0	0	0	0	0	0
12:00	447		447		363		363		811	61		61		0		0	148	277		12:00	811	61	0	0	0	0	1	0	0
13:00	462		462		405		405		867	62		62		0		0	133	255		13:00	867	62	0	0	0	0	1	0	0
14:00	386		386		312		312		699	54		54		0		0	184	325		14:00	699	54	0	0	0	0	0	0	0
15:00	521		521		481		481		1002	59		59		0		0	102	208		15:00	1002	59	0	0	0	0	0	0	0
16:00	772		772		450		450		1222	76		76		0		0	80	148		16:00	1222	76	0	1	0	0	1	0	0
17:00	826		826		437		437		1263	69		69		0		0	80	139		17:00	1263	69	0	0	0	0	1	0	0
18:00	510		510		326		326		836	63		63		0		0	141	267		18:00	836	63	0	0	0	0	1	0	0
19:00	411		411		218		218		630	55		55		0		0	209	357		19:00	630	55	0	0	0	0	0	0	0
20:00	344		344		176		176		520	43		43		0		0	253	412		20:00	520	43	0	0	0	0	0	0	0
21:00	218		218		132		132		350	31		31		0		0	333	508		21:00	350	31	0	0	0	0	0	0	0
																				0 3 0 2 0									
																				This intersection DOES NOT SATISFY the warrants for signalization as outlined in the "M.U.T.C.D."									

* Note: Manual value is used if available.
Results have been factored for machine count error.

CHAPTER 4C. TRAFFIC CONTROL SIGNAL NEEDS STUDIES

Section 4C.01 Studies and Factors for Justifying Traffic Control Signals

Standard:

- 01 An engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.
- 02 The investigation of the need for a traffic control signal shall include an analysis of factors related to the existing operation and safety at the study location and the potential to improve these conditions, and the applicable factors contained in the following traffic signal warrants:
- Warrant 1, Eight-Hour Vehicular Volume
 - Warrant 2, Four-Hour Vehicular Volume
 - Warrant 3, Peak Hour
 - Warrant 4, Pedestrian Volume
 - Warrant 5, School Crossing
 - Warrant 6, Coordinated Signal System
 - Warrant 7, Crash Experience
 - Warrant 8, Roadway Network
 - Warrant 9, Intersection Near a Grade Crossing

- 03 The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Support:

- 04 Sections 8C.09 and 8C.10 contain information regarding the use of traffic control signals instead of gates and/or flashing-light signals at highway-rail grade crossings and highway-light rail transit grade crossings, respectively.
- Guidance:*
- 05 A traffic control signal should not be installed unless one or more of the factors described in this Chapter are met.
- 06 A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection.
- 07 A traffic control signal should not be installed if it will seriously disrupt progressive traffic flow.
- 08 The study should consider the effects of the right-turn vehicles from the minor-street approaches. Engineering judgment should be used to determine what, if any, portion of the right-turn traffic is subtracted from the minor-street traffic count when evaluating the count against the signal warrants listed in Paragraph 2.
- 09 Engineering judgment should also be used in applying various traffic signal warrants to cases where approaches consist of one lane plus one left-turn or right-turn lane. The site-specific traffic characteristics should dictate whether an approach is considered as one lane or two lanes. For example, for an approach with one lane for through and right-turning traffic plus a left-turn lane, if engineering judgment indicates that it should be considered a one-lane approach because the traffic using the left-turn lane is minor, the total traffic volume approaching the intersection should be applied against the signal warrants as a one-lane approach. The approach should be considered two lanes if approximately half of the traffic on the approach turns left and the left-turn lane is of sufficient length to accommodate all left-turn vehicles.
- 10 Similar engineering judgment and rationale should be applied to a street approach with one through/left-turn lane plus a right-turn lane. In this case, the degree of conflict of minor-street right-turn traffic with traffic on the major street should be considered. Thus, right-turn traffic should not be included in the minor-street volume if the movement enters the major street with minimal conflict. The approach should be evaluated as a one-lane approach with only the traffic volume in the through/left-turn lane considered.
- 11 At a location that is under development or construction and where it is not possible to obtain a traffic count that would represent future traffic conditions, hourly volumes should be estimated as part of an engineering study for comparison with traffic signal warrants. Except for locations where the engineering study uses the satisfaction of Warrant 8 to justify a signal, a traffic control signal installed under projected conditions should have an engineering study done within 1 year of putting the signal into stop-and-go operation to determine if the signal is justified. If not justified, the signal should be taken out of stop-and-go operation or removed.
- 12 For signal warrant analysis, a location with a wide median, even if the median width is greater than 30 feet, should be considered as one intersection.

Option:

- 13 At an intersection with a high volume of left-turn traffic from the major street, the signal warrant analysis may be performed in a manner that considers the higher of the major-street left-turn volumes as the “minor-street” volume and the corresponding single direction of opposing traffic on the major street as the “major-street” volume.
- 14 For signal warrants requiring conditions to be present for a certain number of hours in order to be satisfied, any four sequential 15-minute periods may be considered as 1 hour if the separate 1-hour periods used in the warrant analysis do not overlap each other and both the major-street volume and the minor-street volume are for the same specific one-hour periods.
- 15 For signal warrant analysis, bicyclists may be counted as either vehicles or pedestrians.

Support:

- 16 When performing a signal warrant analysis, bicyclists riding in the street with other vehicular traffic are usually counted as vehicles and bicyclists who are clearly using pedestrian facilities are usually counted as pedestrians.

Option:

- 17 Engineering study data may include the following:
 - A. The number of vehicles entering the intersection in each hour from each approach during 12 hours of an average day. It is desirable that the hours selected contain the greatest percentage of the 24-hour traffic volume.
 - B. Vehicular volumes for each traffic movement from each approach, classified by vehicle type (heavy trucks, passenger cars and light trucks, public-transit vehicles, and, in some locations, bicycles), during each 15-minute period of the 2 hours in the morning and 2 hours in the afternoon during which total traffic entering the intersection is greatest.
 - C. Pedestrian volume counts on each crosswalk during the same periods as the vehicular counts in Item B and during hours of highest pedestrian volume. Where young, elderly, and/or persons with physical or visual disabilities need special consideration, the pedestrians and their crossing times may be classified by general observation.
 - D. Information about nearby facilities and activity centers that serve the young, elderly, and/or persons with disabilities, including requests from persons with disabilities for accessible crossing improvements at the location under study. These persons might not be adequately reflected in the pedestrian volume count if the absence of a signal restrains their mobility.
 - E. The posted or statutory speed limit or the 85th-percentile speed on the uncontrolled approaches to the location.
 - F. A condition diagram showing details of the physical layout, including such features as intersection geometrics, channelization, grades, sight-distance restrictions, transit stops and routes, parking conditions, pavement markings, roadway lighting, driveways, nearby railroad crossings, distance to nearest traffic control signals, utility poles and fixtures, and adjacent land use.
 - G. A collision diagram showing crash experience by type, location, direction of movement, severity, weather, time of day, date, and day of week for at least 1 year.
- 18 The following data, which are desirable for a more precise understanding of the operation of the intersection, may be obtained during the periods described in Item B of Paragraph 17:
 - A. Vehicle-hours of stopped time delay determined separately for each approach.
 - B. The number and distribution of acceptable gaps in vehicular traffic on the major street for entrance from the minor street.
 - C. The posted or statutory speed limit or the 85th-percentile speed on controlled approaches at a point near to the intersection but unaffected by the control.
 - D. Pedestrian delay time for at least two 30-minute peak pedestrian delay periods of an average weekday or like periods of a Saturday or Sunday.
 - E. Queue length on stop-controlled approaches.

Section 4C.02 Warrant 1, Eight-Hour Vehicular Volume

Support:

- 01 The Minimum Vehicular Volume, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.
- 02 The Interruption of Continuous Traffic, Condition B, is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.
- 03 It is intended that Warrant 1 be treated as a single warrant. If Condition A is satisfied, then Warrant 1 is satisfied and analyses of Condition B and the combination of Conditions A and B are not needed. Similarly, if Condition B is satisfied, then Warrant 1 is satisfied and an analysis of the combination of Conditions A and B is not needed.

Standard:

- 04 The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exist for each of any 8 hours of an average day:

- A. The vehicles per hour given in both of the 100 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; or
- B. The vehicles per hour given in both of the 100 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

In applying each condition the major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of these 8 hours.

Option:

- 05 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 70 percent columns in Table 4C-1 may be used in place of the 100 percent columns.

Guidance:

- 06 The combination of Conditions A and B is intended for application at locations where Condition A is not satisfied and Condition B is not satisfied and should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

Standard:

- 07 The need for a traffic control signal shall be considered if an engineering study finds that both of the following conditions exist for each of any 8 hours of an average day:

- A. The vehicles per hour given in both of the 80 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; and
- B. The vehicles per hour given in both of the 80 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

These major-street and minor-street volumes shall be for the same 8 hours for each condition; however, the 8 hours satisfied in Condition A shall not be required to be the same 8 hours satisfied in Condition B. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

Table 4C-1. Warrant 1, Eight-Hour Vehicular Volume

Condition A—Minimum Vehicular Volume

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

Condition B—Interruption of Continuous Traffic

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

^d May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Option:

- 08 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 56 percent columns in Table 4C-1 may be used in place of the 80 percent columns.

Section 4C.03 Warrant 2, Four-Hour Vehicular Volume

Support:

- 01 The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Standard:

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours.**

Option:

- 03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-2 may be used in place of Figure 4C-1.

Section 4C.04 Warrant 3, Peak Hour

Support:

- 01 The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.

Standard:

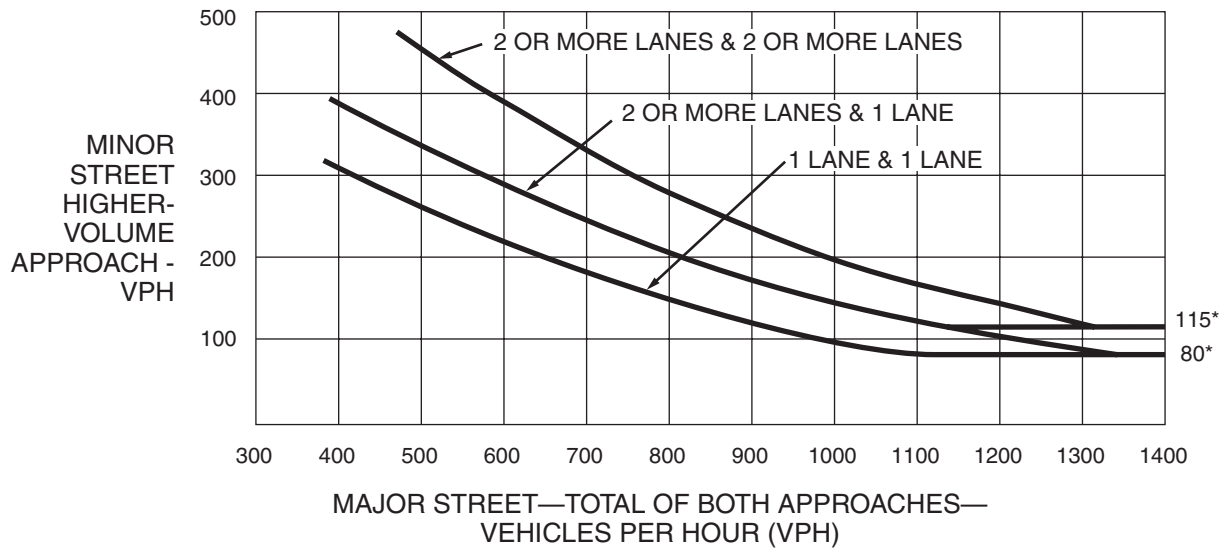
- 02 **This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.**
- 03 **The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:**
- A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:**
 - 1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and**
 - 2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and**
 - 3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.**
 - B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.**

Option:

- 04 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to evaluate the criteria in the second category of the Standard.
- 05 If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal may be operated in the flashing mode during the hours that the volume criteria of this warrant are not met.

Guidance:

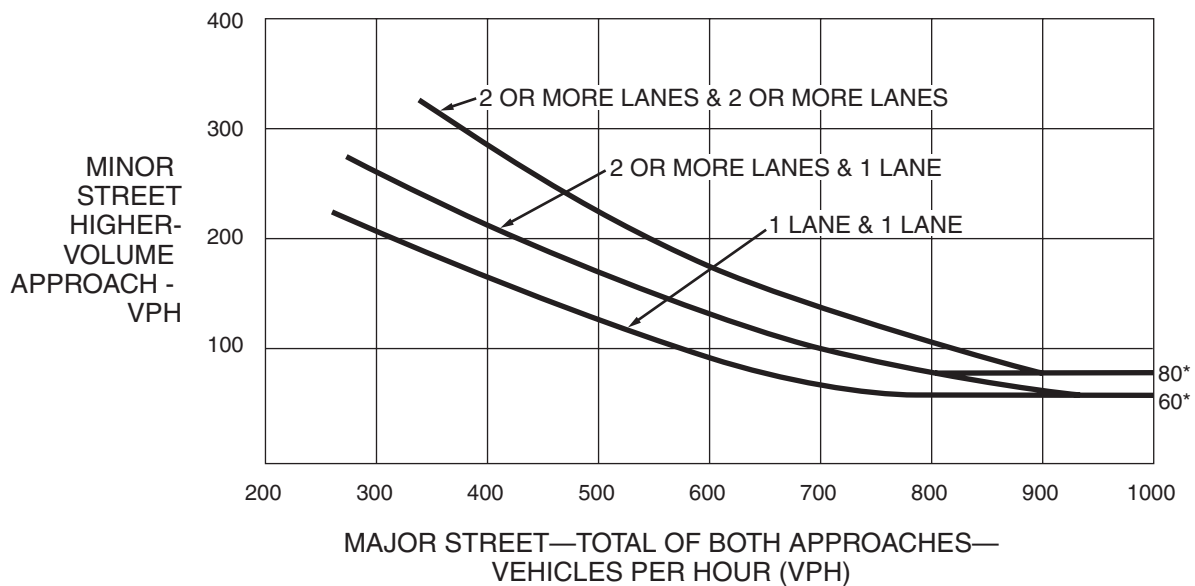
- 06 *If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal should be traffic-actuated.*

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume

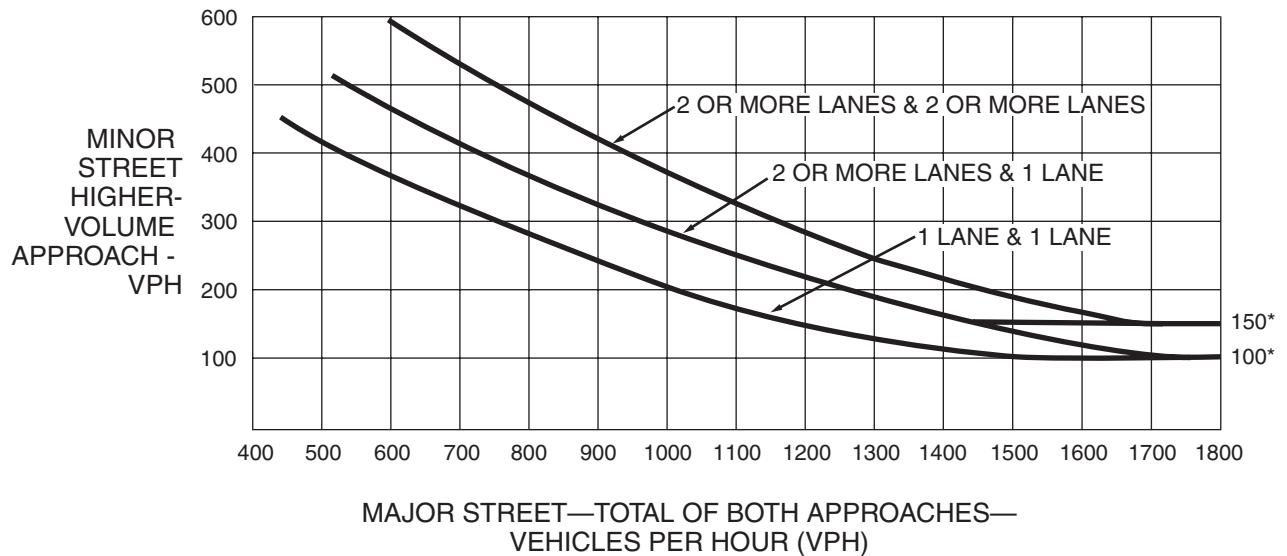
*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



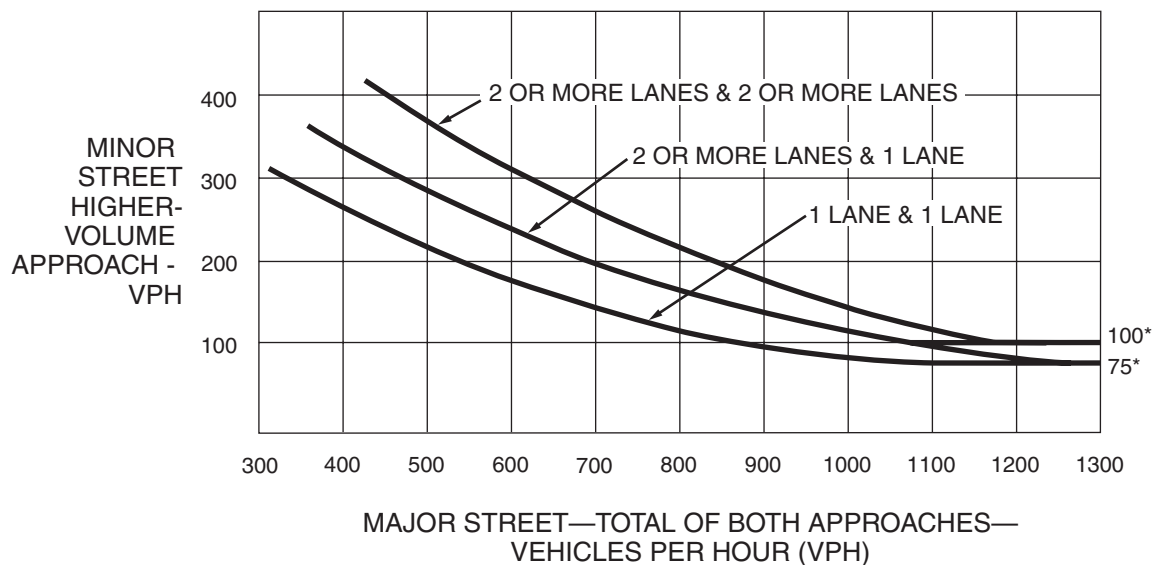
*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-3. Warrant 3, Peak Hour

*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Section 4C.05 Warrant 4, Pedestrian Volume

Support:

- 01 The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

Standard:

- 02 **The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:**
- A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5; or
 - B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7.

Option:

- 03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 35 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-6 may be used in place of Figure 4C-5 to evaluate Criterion A in Paragraph 2, and Figure 4C-8 may be used in place of Figure 4C-7 to evaluate Criterion B in Paragraph 2.

Standard:

- 04 **The Pedestrian Volume signal warrant shall not be applied at locations where the distance to the nearest traffic control signal or STOP sign controlling the street that pedestrians desire to cross is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.**
- 05 **If this warrant is met and a traffic control signal is justified by an engineering study, the traffic control signal shall be equipped with pedestrian signal heads complying with the provisions set forth in Chapter 4E.**

Guidance:

- 06 *If this warrant is met and a traffic control signal is justified by an engineering study, then:*
- A. *If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.*
 - B. *If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.*
 - C. *Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.*

Option:

- 07 The criterion for the pedestrian volume crossing the major street may be reduced as much as 50 percent if the 15th-percentile crossing speed of pedestrians is less than 3.5 feet per second.
- 08 A traffic control signal may not be needed at the study location if adjacent coordinated traffic control signals consistently provide gaps of adequate length for pedestrians to cross the street.

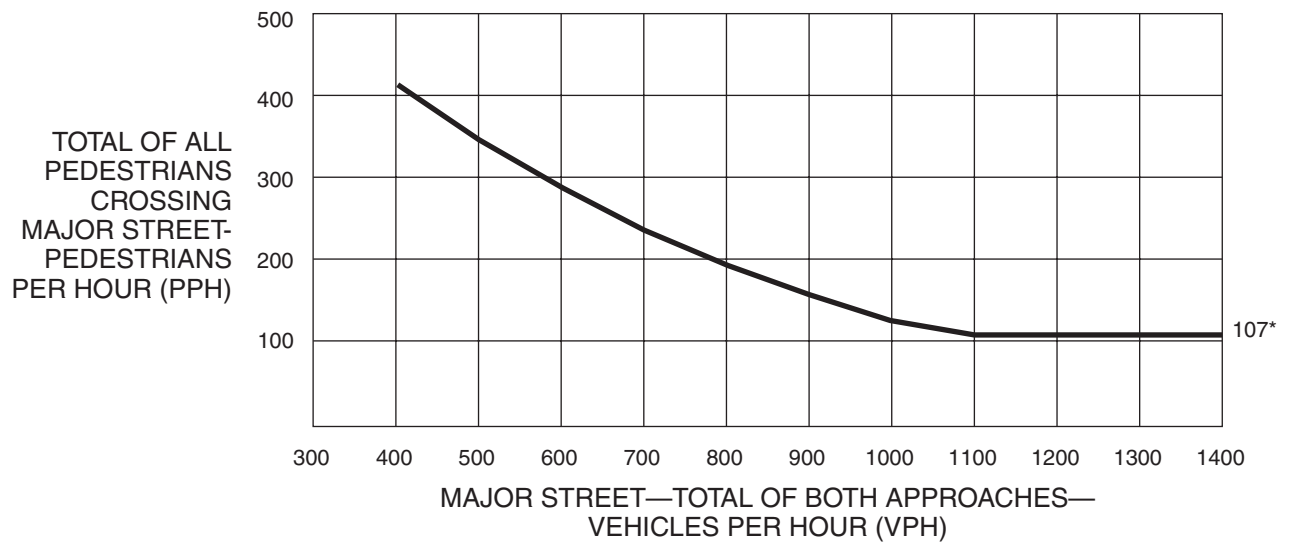
Section 4C.06 Warrant 5, School Crossing

Support:

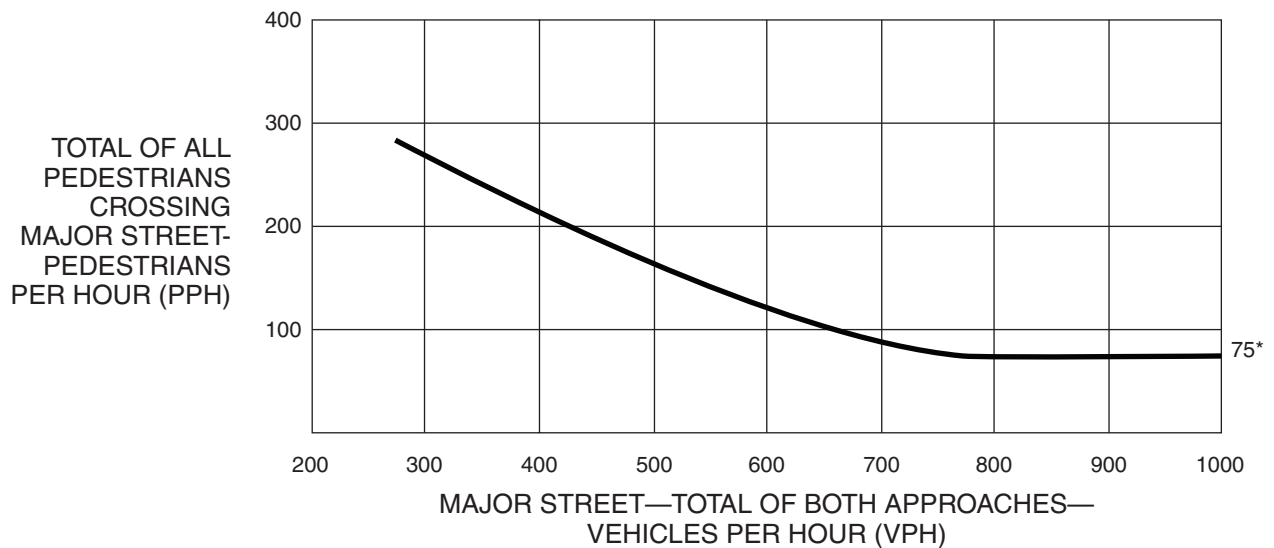
- 01 The School Crossing signal warrant is intended for application where the fact that schoolchildren cross the major street is the principal reason to consider installing a traffic control signal. For the purposes of this warrant, the word “schoolchildren” includes elementary through high school students.

Standard:

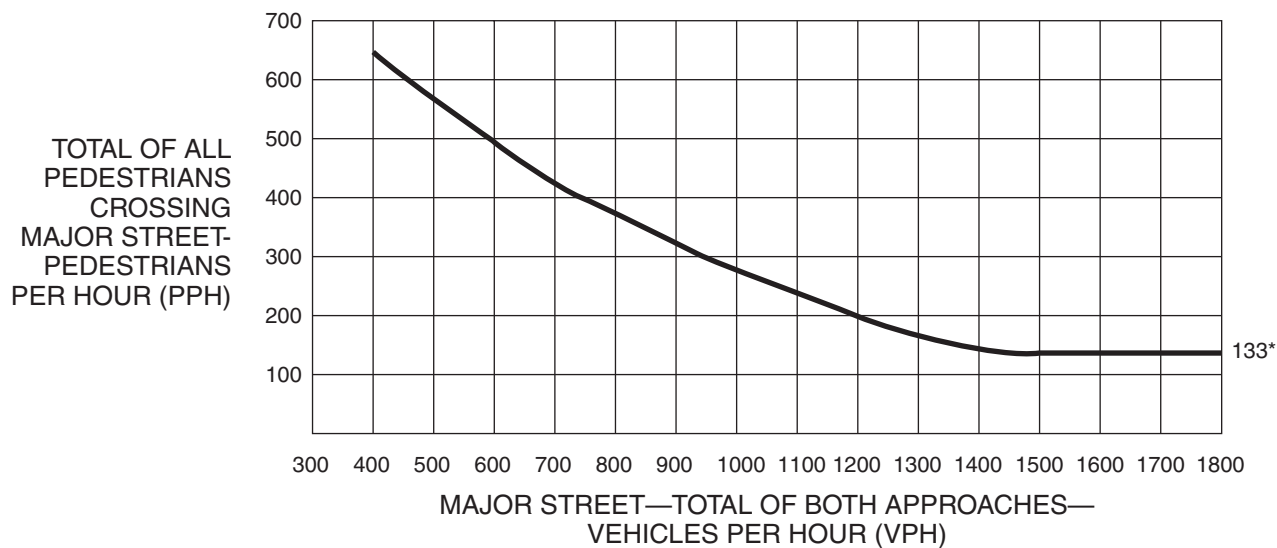
- 02 **The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of schoolchildren at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the schoolchildren are using the crossing is less than the number of minutes in the same period (see Section 7A.03) and there are a minimum of 20 schoolchildren during the highest crossing hour.**

Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume

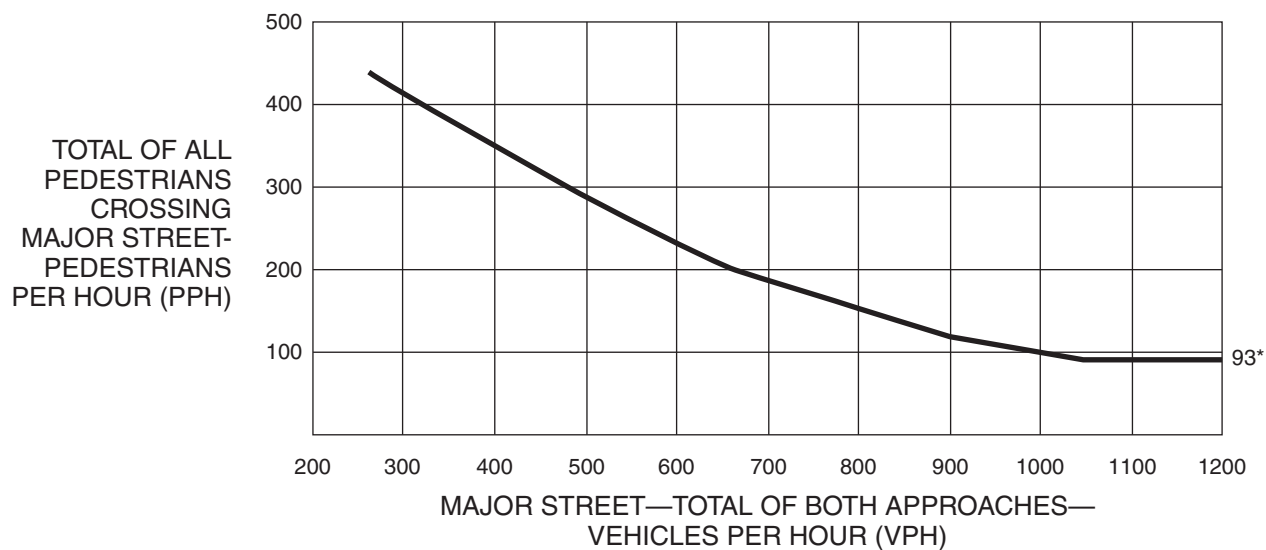
*Note: 107 pph applies as the lower threshold volume.

Figure 4C-6. Warrant 4, Pedestrian Four-Hour Volume (70% Factor)

*Note: 75 pph applies as the lower threshold volume.

Figure 4C-7. Warrant 4, Pedestrian Peak Hour

*Note: 133 pph applies as the lower threshold volume.

Figure 4C-8. Warrant 4, Pedestrian Peak Hour (70% Factor)

*Note: 93 pph applies as the lower threshold volume.

- 03 **Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.**
- 04 **The School Crossing signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.**

Guidance:

- 05 *If this warrant is met and a traffic control signal is justified by an engineering study, then:*
- A. *If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.*
 - B. *If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.*
 - C. *Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.*

Section 4C.07 Warrant 6, Coordinated Signal System

Support:

- 01 Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

Standard:

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that one of the following criteria is met:**
- A. **On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning.**
 - B. **On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.**

Guidance:

- 03 *The Coordinated Signal System signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 1,000 feet.*

Section 4C.08 Warrant 7, Crash Experience

Support:

- 01 The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

Standard:

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:**
- A. **Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and**
 - B. **Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and**
 - C. **For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.**

Option:

- 03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 56 percent columns in Table 4C-1 may be used in place of the 80 percent columns.

Section 4C.09 Warrant 8, Roadway Network

Support:

- 01 Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network.

Standard:

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following criteria:**

- A. **The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or**
- B. **The intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day (Saturday or Sunday).**

- 03 **A major route as used in this signal warrant shall have at least one of the following characteristics:**

- A. **It is part of the street or highway system that serves as the principal roadway network for through traffic flow.**
- B. **It includes rural or suburban highways outside, entering, or traversing a city.**
- C. **It appears as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study.**

Section 4C.10 Warrant 9, Intersection Near a Grade Crossing

Support:

- 01 The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.

Guidance:

- 02 *This signal warrant should be applied only after adequate consideration has been given to other alternatives or after a trial of an alternative has failed to alleviate the safety concerns associated with the grade crossing. Among the alternatives that should be considered or tried are:*

- A. *Providing additional pavement that would enable vehicles to clear the track or that would provide space for an evasive maneuver, or*
- B. *Reassigning the stop controls at the intersection to make the approach across the track a non-stopping approach.*

Standard:

- 03 **The need for a traffic control signal shall be considered if an engineering study finds that both of the following criteria are met:**

- A. **A grade crossing exists on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach; and**
- B. **During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the minor-street approach that crosses the track (one direction only, approaching the intersection) falls above the applicable curve in Figure 4C-9 or 4C-10 for the existing combination of approach lanes over the track and the distance D, which is the clear storage distance as defined in Section 1A.13.**

Guidance:

- 04 *The following considerations apply when plotting the traffic volume data on Figure 4C-9 or 4C-10:*

- A. *Figure 4C-9 should be used if there is only one lane approaching the intersection at the track crossing location and Figure 4C-10 should be used if there are two or more lanes approaching the intersection at the track crossing location.*



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Left-Turn Lane Analysis

4.5.2 Auxiliary lane warrants—left-turn lanes

A three-tiered warrant criterion was developed by the AMU based upon research performed by national access management researcher, for this AMP update.¹

- **Safety warrant**—The safety criterion is triggered if one of the following occurs:
 - An existing access point (public intersection or driveway) has a crash rate (crashes per 10 million entering vehicles) statistically significant above the statewide average (critical crash rate).
 - A proposed access point (public intersection or driveway) is located within an existing highway corridor with a crash rate (crashes per million vehicle miles traveled) statistically significant above the statewide average (critical crash rate).
 - A pattern of turn/rear-end crashes is present at an existing access point along a corridor and the addition of a left-turn lane would be expected to reduce those crashes.
- **Special circumstances warrant**—The special circumstances criterion is triggered if one of the following occurs:
 - Consider the construction of left turn lanes at locations where site geometry (horizontal/vertical alignment, sight distance, access configuration, other) would improve the operational and/or safety aspects of the highway.
 - Construct left-turn lanes at all new educational institutions and medical facilities located on or adjacent to a highway with a posted speed limit of greater than 45 mph.
 - Construct left-turn lanes when special circumstances known by the District Engineer are present at the specific access location.
- **Operational warrant**—The operational criterion is triggered if one of the following occurs:
 - **Left-turn lane warrants for two-lane highways**—Utilize the information provided in Table 4-23 for guidance based on operations.
 - **Left-turn lane warrants for four-lane highways**—Utilize the information provided in Table 4-24 for guidance based on operations.

4.5.2.a Two-lane highways

The four key data elements required for this analysis are:

- Opposing volume (V_o) in *vehicles per hour* (vph)—includes the right-turning and through vehicles in the opposite direction of the left-turning vehicles.
- Advancing volume (V_a) in vph—includes the right-turn, left-turn, and through movements in the same direction as the left-turning vehicles (do not include right turns if a dedicated right-turn lane exists).
- Speed in miles per hour (mph)—often indicated as the operating speed 85th-percentile speed (posted speed is acceptable if the 85th-percentile speed is not available).
- Percentage of left turns in the advancing volume

¹ Research study by Dr. Karen Dixon, educator at Oregon State University and national access management researcher, entitled *KDOT Proposed Left-Turn Warrants* (February 2012).

To use Table 4-27, do the following:

- Locate opposing traffic volume, V_o , and operating speed on chart
- Determine the percentage of the advancing volume that is expected to turn left

If the associated advancing traffic volume, V_a , is greater than the value shown, then a left-turn lane is warranted. As an example, for a two-lane highway with an opposing volume of 600 vph, a speed of 50-mph, a left-turn percentage of 10 percent, and an advancing volume of 200 vph, a left-turn lane is warranted since $200 \text{ vph} > 117 \text{ vph}$.

4.5.2.b Four-lane highways

For four-lane highways, left-turn lanes are not warranted if the opposing volume, V_o , is less than 400 vph unless the advancing volume, V_a , is greater than 400 vph. For values above these thresholds, Table 4-28 can be used to assess four-lane undivided and four-lane divided highway configurations.

An additional key data element required for this analysis is

- Left-turn volume (V_L) in vph—the left-turn volume in the advancing direction during the peak hour

To use Table 4-28, do the following:

- Determine if the four-lane road is divided or undivided and select the applicable column
- Identify the opposing traffic volume, V_o , and locate on the chart

If the corresponding left-turn volume, V_L , is greater than the value shown, then a left-turn lane is warranted. As an example, for an undivided four-lane highway with an opposing volume of 870 vph and a left-turn volume of 10 vph, a left-turn lane is warranted since $10 \text{ vph} > 6 \text{ vph}$ (the corresponding V_L). Note: for a divided highway with similar traffic volumes, the turn lane would not be warranted since $10 \text{ vph} < 14 \text{ vph}$ (the corresponding V_L). The divided highway is assumed to allow at least one vehicle of storage in the median area resulting in less stringent warrant criteria.

KDOT follows a three-tiered warrant evaluation (safety, special circumstances, and operational) when considering left-turn lanes at an access. Left-turn lanes should be considered if one or more of the three warrants are met; however, meeting one or more of the warrants does not require the installation of left-turn lanes.

Table 4-27. Recommended left-turn lane warrants for two-lane highways

Opposing Volume V_o (vph)	Advancing Volume V_a (vph)			
	5% Left turns	10% Left turns	20% Left turns	30% Left turns
40-mph speed				
800	136	99	74	65
700	159	116	87	76
600	186	135	101	88
500	218	158	119	103
400	255	185	139	121
300	301	218	164	143
200	356	259	194	169
100	426	309	232	202
50-mph speed				
800	118	86	64	56
700	138	100	75	66
600	161	117	88	77
500	188	137	103	90
400	221	161	120	105
300	260	189	142	124
200	309	224	168	147
100	369	268	201	175
60-mph speed				
800	96	70	53	46
700	113	82	61	54
600	131	95	72	63
500	154	112	84	73
400	181	131	98	86
300	213	154	116	101
200	252	183	137	120
100	301	219	164	143
70-mph speed				
800	68	50	37	32
700	80	58	43	38
600	93	68	51	44
500	109	79	59	52
400	128	93	70	61
300	150	109	82	72
200	178	129	97	85
100	213	155	116	101

Source: Adapted from Van Schalkwyk, I., and V. Stover. *Revisiting Existing Warrants for Left-Turn Lanes at Unsignalized Intersections on Two-Way Roadways*, TRB 2007 Annual Meeting CD-ROM, National Research Council, Washington, D.C. (2007).

Note: Critical gap = 8.0 seconds, time to turn left = 4.3 seconds, time to clear lane = 3.2 seconds

Table 4-28. Recommended left-turn lane warrants for four-lane highways

Left-Turn Volume V_L (vph)	4-Lane Undivided Opposing Volume V_o (vph)	4-Lane Divided Opposing Volume V_o (vph)
≥ 29	Turn lane not warranted unless $V_a > 400$ vph	Turn lane not warranted unless $V_a > 400$ vph
28		422
26		474
24		530
22		589
20		652
18		719
16		793
14		873
12	414	962
10	542	1062
8	690	1179
6	867	1319
4	1094	1499
2	1429	1762

Source: Adapted from Harmelink, M. D. *Volume Warrants for Left-Turn Storage Lanes at Unsignalized Grade Intersections*, Highway Research Record, No. 211, Highway Research Board, National Research Council, Washington, D.C. (1967), pp. 1-18.

Note: Critical gap = 8.0 seconds, time to turn left = 5.3 seconds

4.5.3 Auxiliary lane design

As Figure 4-65 and Figure 4-66 illustrate, the length of an *auxiliary lane* has four parts—*through-lane taper*, *bay taper*, *deceleration length*, and *storage length*. The width of auxiliary lanes for either right- or left-turn lanes should equal the width of the through lanes (typically 12 feet). The Traffic Engineering Section of KDOT’s Bureau of Transportation Safety and Technology should be contacted for details regarding the design of double left-turn auxiliary lanes (not covered in this Policy).

Figure 4-65. Components of auxiliary lanes (left-turn lane)

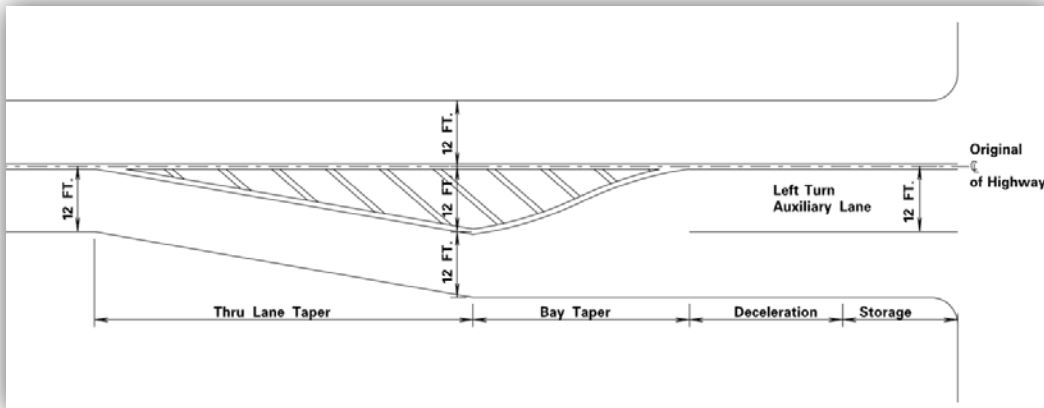
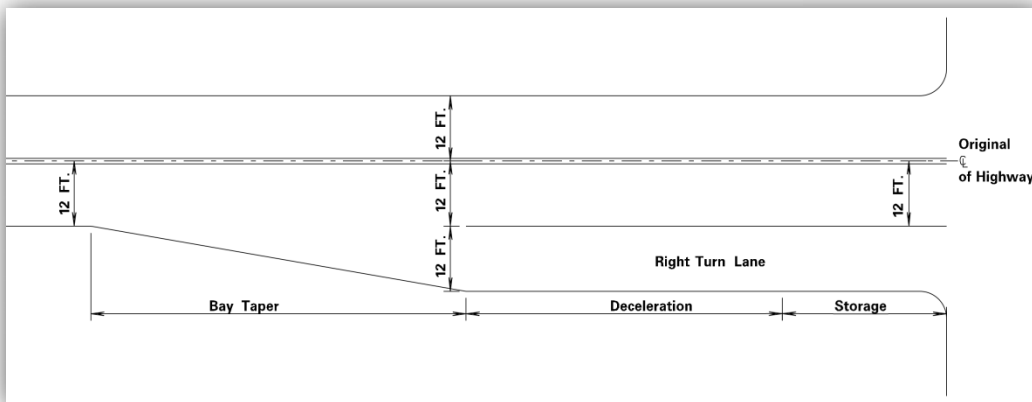


Figure 4-66. Components of auxiliary lanes (right-turn lane)



4.5.3.a Right-turn lane design

The components of a right-turn lane including storage length, deceleration length and bay taper are discussed in detail below.

Storage Length—The *storage length* is dependent on the traffic control condition at the access—signalized or unsignalized.

Signalized—The storage length depends on the signal cycle length, signal phasing arrangement, and the rate of arrivals and departures of turning vehicles. The storage is based on 2 times the 95th percentile back of queue as determined by traffic modeling software, such as Synchro.

Unsignalized—The storage length is based on the number of vehicles likely to arrive in an average 2-minute period within the peak hour of the highway.

All peak-hour turning counts are projected design-year traffic volumes (typically 20 years). Each vehicle is assumed to occupy 25 feet of storage space. The minimum storage length is 50 feet (based on a minimum of storing two vehicles) and should be adjusted to account for high truck traffic according to Table 4-29.

The auxiliary lane should be long enough to store the number of vehicles likely to accumulate during a critical period. Through traffic should not block the turn lane.

Deceleration length—The recommended deceleration distances for left-turn lanes and signalized right-turn lanes are based on the need to stop before turning (0 mph), while unsignalized right-turn lanes are based on being able to turn at 15 mph.—**KDOT's policy is to utilize the recommended deceleration distances provided in Table 4-30 for left-turn lanes and signalized right-turn lanes, which are based on all deceleration occurring in the auxiliary lane and are based on drivers traveling at the posted speed limit.**

Table 4-29. Queue storage length adjustments for trucks

Percent Trucks	Storage Length (ft)
≤ 5	25
10	30
15	35

Table 4-30. Guideline to determine deceleration distance for auxiliary lanes

Posted Highway Speed (mph)	Recommended Deceleration Distance (feet) (to turn at 0 mph)	Recommended Deceleration Distance (feet) (to turn at 15 mph)
20	40	40
25	60	40
30	90	40
35	135	105
40	190	150
45	265	205
50	310	265
55	400	335
60	490	415
65	600	505
70	705	600
75	815	700

Source d2: Modified version of TRB, Access Management Manual, 2003, p. 172

Bay taper—The *bay taper* is needed for the driver to move from the through lane into the auxiliary lane, normally at the same speed of through traffic. Bay tapers are present for both left-turn and right-turn auxiliary lanes. A pair of symmetrical reverse curves, or a straight line, can be used to create the bay taper. Typically, designers use symmetrical reverse curve bay tapers in developed areas with speeds at 45 mph or less and straight line tapers in undeveloped areas with speeds of 50 mph or greater. However, both can be used interchangeably based on local preference. Example bay tapers are shown in AASHTO's *A Policy on Geometric Design of Highways and Streets*, 2011 edition (page 9-130).



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Meeting Minutes
Planning Commission
November 28, 2016
5:30 PM
113 W. Mountain, Room 219

Members: Kyle Cook (Chair), Ron Autry (Vice Chair), Matthew Hoffman (Secretary), Tracy Hoskins, Janet Selby, Ryan Noble, Tom Brown, Leslie Belden, and Allison Thurmond Quinlan

Call to Order: 5:30 PM, Kyle Cook

In Attendance:

Members: Kyle Cook (Chair), Ron Autry (Vice Chair), Matthew Hoffman (Secretary), Tracy Hoskins, Janet Selby, Ryan Noble, Tom Brown, Leslie Belden, and Allison Thurmond Quinlan

Absent: none.

Staff: Andrew Garner, City Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner, and Corey Granderson, Engineering.

City Attorney: Kit Williams

PPL 16-5642: Preliminary Plat (NE OF 15TH & MORNINGSIDE DR./PARK MEADOWS SD, 564): Submitted by CRAFTON TULL & ASSOCIATES, INC. for properties located NE OF 15TH & MORNINGSIDE DR. The property is zoned with a mixture of NC, NEIGHBORHOOD CONSERVATION, CS, COMMUNITY SERVICES, and RA, RESIDENTIAL-AGRICULTURAL and contain approximately 68.00 acres. The request is for 290 single-family lots.

Quin Thompson, Planner: Gave the staff report.

Jesse Fulcher, Applicant: Said the project has taken a long time. He noted that the street improvements are the most important part of this project. The traffic study has provided more concrete information since Subdivision Committee. What we should talk about in terms of concern for traffic study, is that we are generating 5 left hand turns in the AM from Huntsville and 12 in the evening. I can't imagine why the turn lane would be required. The previous developer was proposing 200 lots without significant street improvements. The question is, how much per lot is typical for street improvements. Other developments are coming in the hundreds of dollars per unit. Our projection is for \$3000 per unit.

The Links at Fayetteville had the most required improvements, and also the most development.

Sub-division Committee was a recommendation, this is a determination, with planning staff recommending denial if the improvements aren't made.

Huntsville is more than restriping, but rather adding width to the north side. This is the highest cost per unit required ever for a subdivision.

The level of service is currently an 'A' and will remain an 'A' after this development. There is no justification for the added turn lane. It is not rational.

We did not realize we needed to add further stub outs, we will look at that. There is flood plain to the east.

Public Comment:

Kate Conway, Neighbor: Have lived across the street for 37 years. We have concerns about traffic and safety, especially with 600-1200 people moving into the area. There will be no east access, every car will use 15th street and Huntsville. Adding a light at Huntsville and Morningside is very important. There will two streets that are already existing Fairlane and xx and if we could make those four way stops, it would help slow down traffic on Morningside.

Inaudible: I like the idea of the park, and that it will be public and people can have access to. There is a lot of wildlife in that field, deer, rabbits, geese, and coyote. What happens to those animals? Are they relocated? What is normally done?

Rodney Hicks, Neighbor: My biggest concern is for traffic on Morningside. It is already horrendous. The street cannot handle that traffic. Trees will need to be removed, and a traffic light definitely needs to be installed. Spent 5 minutes waiting at that intersection tonight. Traffic is my main concern.

Ralph Nesson, Neighbor: Lived across the street for 37 years. We have known that the land would be developed. We hope that the traffic speed and safety will be taken into account. Speeding is a very serious issue on Morningside. We encourage you to make sure we get improvements and a traffic signal along with this development. The density concerns us, less than .23 acres per lot. This will create a large number of homes on a small area. Would like to see as many traffic safety measures as possible. There is a large amount of wildlife, we hope that preservation will take place.

Chris McGill, Neighbor: Thanks to the Planning staff and to the Commission for their concern and looking out for neighbors. This is a big development, and I do appreciate you looking into it in such detail. There is only one chance to get it right.

No more public comment was presented.

Tracy Hoskins, Commissioner: How much are parks fees?

Thompson: \$269,560.

Hoskins: parks fees, trail easement, and build the trail?

As a developer, I am stunned by the amount of improvements required by staff. I don't see how they can make it work. Huntsville Road is a narrow road with steep ditch. Trees, telephone poles, will need to be removed. I am surprised that we are requiring a traffic signal. I think all three of us thought it was way too much. I can see the improvements on Morningside, without a doubt. Huntsville Road improvements are not warranted. I am amazed by the requirements.

Matthew Hoffman, Commissioner: Thanks to the public for the well-considered comments. I think it is important that we maintain and improve the walk ability of this part of town. Morningside: Traffic speeds are marked at 25 miles per hour now, people don't follow that. We

need to balance capacity with traffic speed. These are independent of each other. Easiest thing to do is to add on-street parking. Is that being proposed?

Andrew Garner, Planning Director: yes. On the east side of the street.

Hoffman: Have concerns about traffic calming if we use the 30 foot section. Question to Fulcher: Excited by the number of alley loaded homes. Why can't we have it on the east side too? Would it be possible to get some alleys there?

Fulcher: We are being squeezed out of space for more alleys. The small increments of space being removed for easement, street ROW, etc have resulted in small lots.

Hoffman: We are asking a lot of these parcels. They will have lame backyards, with 24' wide auto storage at the front of 50 foot wide lots. It would be easier to understand backing off on some traffic related improvements if we are able to provide a more walkable development. I could forego traffic improvements if trail is provided.

Alison Quinlan, Commissioner: I think you could provide more rear loaded lots. That could be to your benefit. I agree completely with you [Fulcher] about no need to improve Huntsville Road. I do support a traffic signal. Why doesn't the developer get credit for parks fees and trail?

Thompson: There is not parkland being dedicated.

Garner: Actually there is parkland being dedicated. The parks fees numbers are estimates if no land is dedicated.

Hoskins: Developers are still paying whether they are dedicating land or paying parks fees or building trail. The developer is paying. I would like to understand how creating more alleys reduces a need to street improvements.

Quinlan: Alley loaded homes increase pedestrian traffic by creating traditional neighborhood developments.

Leslie Belden, Commissioner: I love Disney World and go there often. I would love to live in utopia. Not many people can afford to go to Disney Land often. I don't want to compromise safety ever, while making it as beautiful as it can be without adding cost to the developer and be passed along to the buyer. Morningside improvements have to be done.

Tom Brown, Commissioner: What street section is Huntsville Road?

Garner: Collector.

Brown: This property is unlike other recent subdivisions on the edge of town. It is really close to downtown. We need to do the improvements to Morningside. We do need a stoplight at Huntsville Road. We should not rip up recent improvements to improve Huntsville road. I like the phasing approach. I think that if we don't require the trail, we should still require the dedication of land so that the City does not have to acquire the ROW. Is it possible to move the street by the park to the west a few feet? And add more alleys for rear loaded homes?

Quinlan: Are the proposed alleys required to be dedicated or could they be put into access easements?

Garner: Either.

Kit Williams, City Attorney: Do we have a plan for AHTD improvements?

Thompson: Yes.

Williams: Why should we approve a plat that may have 11 unbuildable lots? Does the street parallel to 15th street meet separation requirements?

Garner: Meets street design standards.

Williams: is it safe in your opinion?

Garner: it meets development code.

Williams: As to trail dedication, the Planning Commission cannot require dedication for trail. It is unconstitutional. Trails have been dedicated as a part of park land dedication. If the trail dedication is required, then we should give them credit towards the parks fees.

As to the traffic signal: It is unlikely that it will be built and money will have to be returned.

Quinlan: Project should be tabled.

Fulcher: If the project is tabled, then we are likely to see the same recommendations from staff and same proposal from Rausch Coleman. I don't think that we have enough direction to be tabled.

Garner: I'm not sure what tabling would accomplish. I think this is ready for a vote.

Brown: If I get some feedback from the applicant that they will look at the additional alleys.

Quinlan: There is a very wide discrepancy in what staff is recommending and what the subdivision committee recommended for street improvements.

Garner: Discussed traffic safety and staff's overall recommendations for street improvements. He restated that Huntsville road improvements are the priority from a public safety standpoint because of the volume of traffic and turning movements. If the commission is prioritizing traffic safety, Huntsville Road should be the very last to be removed to ensure that it remains safe because of the potential for rear end collisions and left turning movements into and out of this subdivision on Huntsville Road that would be mitigated with turn lanes. Improvements to Morningside Drive while important, are not as critical from a safety standpoint because of the lower volumes and traffic speeds. If Morningside remains unimproved and a car slides off into the ditch it is not as much of a safety problem created by turning movements into and out of this subdivision on Huntsville without turn lanes.

Corey Granderson, Staff Engineer: Said that he had reviewed the traffic study, and noted that City Eng staff disagreed with the applicant's analysis. He said that the traffic consultant misread the report that they generated. He said that the warrants are in fact met on Huntsville road and the Huntsville/Morningside intersection. During peak hours, Huntsville has a vehicle every 4

seconds. Because of high volume, if the tables are read correctly, the turning lane is warranted. Intersection is the first priority for safety, and second the turn lane on Huntsville Road.

Tom Hennelly, Applicant's Engineer: Discussed the traffic study, there is no way to read the table as indicated by the City. According to the traffic study and distribution model according to our consultant, the warrants are not met. Perhaps we could decide that we will make the improvements that are warranted.

Hoskins: We were discussing rational nexus. We had decided that improvements were necessary to Morningside. Were you suggesting that improvements to Huntsville would be in lieu of improvements to Morningside?

Williams: What I was saying was that there is a rough proportionality to improvements, and given that our planning director has said that the Huntsville improvements are the most important for safety, the PC will have to decide which improvement is more important. Mr. Peters has presented to us many times, and I have sometimes disagreed with his analysis. Planning Commission will have to determine what is most important for a traffic safety point of view, and will have to apply the appropriate amount of money to that improvement.

Hoskins: I am leaning toward including the traffic signal assessment.

Cook: I am going to retract my statement about tabling, and vote to table.

Belden: We had discussed a three way stop at the intersection, and it works at Mission and Maple. The transportation division determines where stop signs go.

Brown: The improvements to Morningside are critical to the developer and the image of the neighborhood they want to project. They won't just want a ditch in front of those homes, so they are going to do this improvement.

Fulcher: On Huntsville, the improvements recommended on Huntsville are only for those turning into and out of our development. There are more turns at the intersection. This is where the traffic is. This should be a balance of safety and cost. The north side of Huntsville has open ditch. Expansion there will be expensive. We should provide turn lanes where they are needed.

Motion #1:

Commissioner Quinlan made a motion to **table PPL 16-5642** for two weeks. **Commissioner Hoffman** seconded the motion. **Upon roll call the motion failed with a vote of 3-6-0 (Commissioners Noble, Selby, Autry, Hoskins, Belden, Brown voted 'no').**

Motion #2:

Commissioner Hoskins made a motion to **approve PPL 16-5642** with the following conditions:

Street improvements

-Improve Morningside Drive as recommended by staff.

-No improvements to Huntsville Road except for a turn lane at the intersection of Morningside Drive.

-Payment of assessment for proportional contribution to a traffic signal at Huntsville/Morningside with payment by project phase as recommended by staff.

-No multi-use trail improvements are required to be constructed by the applicant. Dedication of land to the city for the planned multi-use trail internal to the site to be provided to the city in a fee simple transaction prior to final plat.

Other Conditions of Approval:

#1. Approve the block length variance between Fairlane and McClinton Streets and require an additional street stub-out to the east between Street 'H' and Street 'B'.

#2. Approve variances for all double frontage lots as requested by the applicant.

#3. Recommend a combination of land dedication and money in lieu to satisfy the parkland dedication requirements. This includes the acceptance of land dedicated for the multi-use trail corridor internal through the site to be deeded fee simple to the City as parkland.

- Including all other conditions of approval as recommended by staff.

Commissioner Selby seconded the motion. **Upon roll call the motion passed with a vote of 6-3-0 (Commissioners Cook, Hoffman, Quinlan voted 'no').**

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew, Garner, City Planning Director

FROM: Quin Thompson, Current Planner
 Corey Granderson, Staff Engineer

MEETING: November 28, 2016 **Updated 11-29-2016**

SUBJECT: **PPL 16-5642: Preliminary Plat (NE OF 15TH & MORNINGSIDE DR./PARK MEADOWS SD, 564):** Submitted by CRAFTON TULL & ASSOCIATES, INC. for properties located NE OF 15TH & MORNINGSIDE DR. The property is zoned with a mixture of NC, NEIGHBORHOOD CONSERVATION, CS, COMMUNITY SERVICES, and RA, RESIDENTIAL-AGRICULTURAL and contain approximately 68.00 acres. The request is for 290 single-family lots.

RECOMMENDATION:

Staff recommends approval of **PPL 16-5642** with conditions of approval.

BACKGROUND:

Property and background: The subject property is a 68 acre parcel located on the northeast corner of Morningside Drive and 15th Street. A small portion of the parcel extends to the south side of 15th Street. The property is undeveloped pasture, and remains in agricultural use. The parcel contains some flood plain, and a string of ponds that become a protected stream immediately to the south. These valuable natural resources are classified as Natural Area on the 2030 Future Land Use Plan. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
SURROUNDING LAND USE AND ZONING:

Direction from Site	Land Use	Zoning
North	Residential	RSF-4, Single Family Residential
South	Undeveloped	RSF-8, Single Family Residential
East	Commercial	RSF-4, Single Family Residential/RMF-12, Multi-family Residential
West	Residential	NC, Neighborhood Conservation/DG, Downtown General

Proposal: The proposal is to develop the property with a subdivision of 290 residential lots.

Public Comment: One neighbor provided comments at the Subdivision Committee meeting, saying that traffic volume and speeds are a problem on Morningside Drive currently, and that left turns on Huntsville Road are very difficult at certain times of day.

INFRASTRUCTURE:

Water and Sewer System: The property has access to existing public water service on Morningside Drive, 15th Street, and Huntsville Road. Public sewer service is available on Morningside and Huntsville Road.

Adjacent streets and right-of-way: This site is adjacent to Master Street Plan (MSP) designated Collector Streets Morningside Drive and Huntsville Road, and 15th Street, a MSP designated Principal Arterial street.

Street Improvements: Significant street improvements are warranted given the unimproved nature of surrounding streets, existing congestion and traffic safety issues and traffic generated by this development. Morningside Drive is approximately 22 feet wide and has curb, gutter, and sidewalk on the west side. Huntsville Road in this location is approximately 26 feet wide and has recent sidewalk, curb, and gutter improvements on the south side constructed by the City. The recommended improvements and phasing for each street and are listed in condition of approval #1.

Traffic Signal at Huntsville and Morningside. According to the applicant's preliminary traffic study, left turns from Morningside onto Huntsville would increase significantly during peak hours because of this development. A traffic signal warrants analysis should be performed at this intersection based on projected traffic volumes to determine if a signal needs to be installed in the near future.

- i. The traffic numbers provided by the applicant indicate this project would generate 12% of the volume through this intersection. Based on the current estimated cost of a traffic signal at \$150,000.00, staff recommends an assessment of **\$18,000.00** (12% of the cost of a traffic signal) be paid by the applicant for all phases of the development. This amount may change with submittal and review of the final traffic study.
- ii. It should be noted that from a safety and traffic function standpoint, the **critical improvement** to Morningside Drive is the inclusion of turn lanes at the intersections with Huntsville Road and 15th Street.

Internal multi-use trail on the Active Transportation Plan. Right-of-way should be dedicated and multi-use trail should be built running north-south from 15th Street to Huntsville Road internal to this subdivision consistent with the general trail alignment on the Active Transportation Plan:

- i. All street and alley crossing should be accomplished by using the city's standard detail for trail crossings. This includes red-dye concrete, and no changes in elevation or ramps. See standard details.
- ii. The trail geometry proposed shows several harsh 90-degree turns with no radius proposed. This alignment will not be approved due to concerns for pedestrian safety.
- iii. A 50-foot centerline radius should be used for all changes in horizontal alignment of the trail where feasible, according to AASHTO design guidelines.
- iv. Any areas that cannot achieve a 50-foot radius must provide the maximum radius possible and be reviewed/approved by the City Engineer.

Tree Preservation:

Canopy minimum requirement: 20%

Existing canopy: 4.4%

Preserved canopy: 3.7%

Mitigation required: 22,953 Sq. Ft. / 105 mitigation trees

Block Length/Connectivity: The subject development will be accessed via seven new public streets and two alleys connecting the site to existing public roads. The site is approximately 2,600 linear feet from north-south along east property line. Adjacent land to the east is undeveloped farmland. Connectivity is proposed by way of two future street stub outs to undeveloped land to the east, breaking up the 2,600 linear feet of the site's eastern property line into large blocks.

The subdivision design as proposed would require variances of the Block Length requirement (§166.08.E.1) for a blocks longer than 660 feet.

- A block is proposed between Fairlane and McClinton Streets of approximately 740 feet. Staff supports the variance, finding that there are safety benefits to aligning the proposed streets with existing streets on Morningside Drive. In order to mitigate the lack of connectivity on this block, staff recommends an east-west mid-block alley connecting Morningside Drive to street 'J'.
- The block between Street 'H' and Street 'B' is approximately 1,600 feet without a street stub-out to the east or south. Staff recommends at least one additional stub-out to undeveloped property to the east in this area of the site.

The development seeks a variance of (§166.08.E.2) for double-fronted lots. Three double-fronted lots (Lots 46-48) along Huntsville Road, a Collector Street. Staff finds that the layout is justified by steep topography that makes building near Huntsville Road unfeasible in this case.

Multi-use Trail Improvement: The Fayetteville Active Transportation Plan identifies a 12-foot wide shared use paved trail within the project site running north and south between Huntsville Ave and 15th Street.

Parks: On September 12, 2016, the Park and Recreation Advisory Board (PRAB) recommended accepting a combination of land and money in lieu to satisfy the parkland dedication requirements for this proposed subdivision. The exact amount of land to be deeded to the city and amount of fees to be paid to be calculated based on the final number of units prior to final plat.

RECOMMENDATION: Staff recommends approval of PPL 16-5642 with the following conditions. Given the Subdivision Committee's disagreement with staff's recommended street improvements, it is advisable that the street improvements be voted on in a separate motion from the overall project.

Street Improvements Conditions of Approval:

Planning Commission determination of street improvements. The Planning and Engineering divisions have assessed the size and scope of the proposed development and the impacts on adjacent streets and traffic patterns. As a result of staff's recommendations during the technical plat review meeting, the applicant provided a preliminary traffic study for review. *In consideration of all this information, staff recommends the following improvements to be delivered with each proposed phase of development.*

1. **Street Improvements required with Phase I (76 lots)**

- A. Assessment for a traffic signal / improvements at the intersection of Morningside and Huntsville Road based on the amount of traffic expected with this phase in the amount of \$4,716.56 for 76 lots.

2. **Street Improvements required with Phase II (87 lots)**

- A. **Huntsville Road** shall be re-stripped to create a safe turn lane for vehicles turning left into and out of the new proposed street intersections and the existing Morningside/Huntsville Road intersection. The existing striped bike lanes will be removed along this section of Huntsville Road and be replaced as follows:

- i. A 12-foot wide multi-use trail shall be constructed along Huntsville Road on the south side of the street, the existing sidewalk may be widened to the south to accomplish this if possible. The trail would extend from Morningside Drive to Seven Hills Drive.
- ii. Striping and signage shall be used to direct bicycle traffic off of the street and onto the south side of Huntsville Road onto a 12-foot wide multi-use trail.
- iii. This section of trail would be a logical extension of the city's plan to have a multi-use trail on the south side of Huntsville Road just west of this block.

- B. Assessment for a traffic signal / improvements at the intersection of Morningside and Huntsville Road based on the amount of traffic expected with this phase in the amount of \$5,399.22 for 87 lots.

- C. A trail easement shall be dedicated, centered on the final alignment of the trail. The applicant shall construct a 12-foot wide Multi-use Trail through the natural/common area from Huntsville Road to Street 'E'.

3. **Street Improvements required with Phase III (80 lots)**

- A. **Morningside Drive** shall be fully improved as a Collector Street per the master street plan (30-feet from face-of-curb to face-of-curb) along the entire Phase III frontage, approximately 1,359 linear feet. This will include road widening, curb/gutter, sidewalk, and storm drainage to provide improved street frontage along the lots facing Morningside Drive.

- A. Assessment for a traffic signal / improvements at the intersection of Morningside and Huntsville Road based on the amount of traffic expected with this phase in the amount of \$4,964.80 for 80 lots.

B.

4. **Street Improvements required with Phase IV (47 lots)**

- B. **Morningside Drive** should be fully improved as a Collector Street per the master street plan (30-feet from face-of-curb to face-of-curb) along the entire Phase IV frontage, approximately 1,175 linear feet. This will include road widening,

curb/gutter, sidewalk, and storm drainage to provide improved street frontage along the lots facing Morningside Drive.

- C. Assessment for a traffic signal / improvements at the intersection of Morningside and Huntsville Road based on the amount of traffic expected with this phase in the amount of \$2,916.82 for 47 lots.
- D. A trail easement shall be dedicated, centered on the final alignment of the trail. The applicant shall construct a 12-foot wide Multi-use Trail through the natural/common area from Street 'E' to Street 'B'.

15th Street/AR HWY 16 East: This development site contains approximately 800 feet of street frontage on the north side and 800 feet of street frontage on the south side of 15th Street. No improvements are recommended to 15th Street. The Arkansas State Highway and Transportation Department has a funded project to widen 15th Street along this property frontage and build sidewalks. The applicant should coordinate with AHTD to determine appropriate right-of-way dedication and turn radius onto Morningside Drive; current plans seem to indicate that insufficient right-of-way as shown which will impact the size and feasibility of lots along 15th street.

Subdivision Committee recommended the following street improvements:

- 1. Against improvements to Huntsville Road;***
- 2. Against improvements for a traffic signal at Huntsville/Morningside;***
- 3. In favor of improvements to Morningside; and***
- 4. Against all multi-use trail improvements except for dedicating an easement for the internal multi-use trail through the site.***

At the level of improvements currently recommended by the Subdivision Committee, staff finds that the size and impact of this development will overburden the existing infrastructure Huntsville Road and will create a dangerous traffic condition. For that reason, staff would recommend denial of the PPL without further improvements to mitigate the impact of this 290 lot subdivision.

Other Conditions of Approval:

- 1. Planning Commission determination of variances to the Block Length requirement (§166.08.E.1) for a blocks longer than 660 feet.
 - A block is proposed between Fairlane and McClinton Streets of approximately 740 feet. *Staff supports the variance, finding that there are safety benefits to aligning the proposed streets with existing streets on Morningside Drive. In order to mitigate the lack of connectivity on this block, staff recommends an east-west mid-block alley connecting Morningside Drive to street 'J'.*
 - The block between Street 'H' and Street 'B' is approximately 1,600 feet without a street stub-out to the east or south. *Staff recommends at least one additional stub-out to undeveloped property to the east in this area of the site.*

Subdivision Committee recommended in favor of these variances.

2. Planning Commission determination of a variance to allow lots 46, 47, and 48 to be platted as double frontage lots. *Staff recommends in favor of the variance, finding that the lots will have steep topography that justifies that proposed lot layout.*
Subdivision Committee recommended in favor of this variance.
3. Planning Commission determination of parkland dedication or fees-in-lieu. *The Park and Recreation Advisory Board (PRAB) and Parks Department staff recommends a combination of land and money in lieu to satisfy the parkland dedication requirements. The exact amount of land to be deeded and money to be paid to the city to be calculated based on the final number of units and completed prior to final plat.*
4. All internal streets and alleys shall be constructed in accordance with City development code including street lights along all interior and exterior adjacent streets at street intersections and spaced every 300 feet in accordance with code.
5. Right-of-way dedication is required along the site's Morningside and Huntsville Road frontages in the amount of 35 feet from centerline for a Collector Street with a turn lane and 29.5 feet from centerline where the turn lane is not required; 43.5 feet from centerline right-of-way to be dedicated along the site's 15th Street frontage; 50 feet total width and 43 feet total width for the new interior streets as indicated on the preliminary plat.
6. Direct access to Huntsville Road, Morningside Road, and 15th Street shall not be permitted for individual lots. This note shall be included on the final plat.

Standard conditions of approval:

7. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
8. Future street connection signs shall be placed at the street connectivity points prior to final plat.
9. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
10. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
11. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
12. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.

13. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
14. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
15. Preliminary plat approval is valid for one year. All permits to complete construction for all lots within this preliminary plat are required to be obtained within one (1) year, subject to extensions in accordance with the Unified Development Code.
16. All tree preservation, landscape, engineering and fire department conditions included herein shall apply. All revisions shall be addressed prior to construction plan approval.

Planning Commission Action: ☒ Approved

☐ Forwarded

☐ Denied

Meeting Date: **November 28, 2016**

Motion: *HOSKINS; MOTION TO APPROVE PPL 16-5642 WITH THE FOLLOWING CONDITIONS:*

Street improvements

-Improve Morningside Drive as recommended by staff.

-No improvements to Huntsville Road except for a turn lane at the intersection of Morningside Drive.

-Payment of assessment for proportional contribution to a traffic signal at Huntsville/Morningside with payment by project phase as recommended by staff.

-No multi-use trail improvements are required to be constructed by the applicant. Dedication of land to the city for the planned multi-use trail internal to the site to be provided to the city in a fee simple transaction prior to final plat.

Other Conditions of Approval:

#1. Approve the block length variance between Fairlane and McClinton Streets and require an additional street stub-out to the east between Street 'H' and Street 'B'.

#2. Approve variances for all double frontage lots as requested by the applicant.

#3. Recommend a combination of land dedication and money in lieu to satisfy the parkland dedication requirements. This includes the acceptance of land dedicated for the multi-use trail corridor internal through the site to be deeded fee simple to the City as parkland.

#5. Including all other conditions of approval as recommended by staff.

Second: *SELBY*

Vote: *6-3-0, WITH COMMISSIONERS
COOK, QUINLAN, AND HOFFMAN
VOTING AGAINST.*

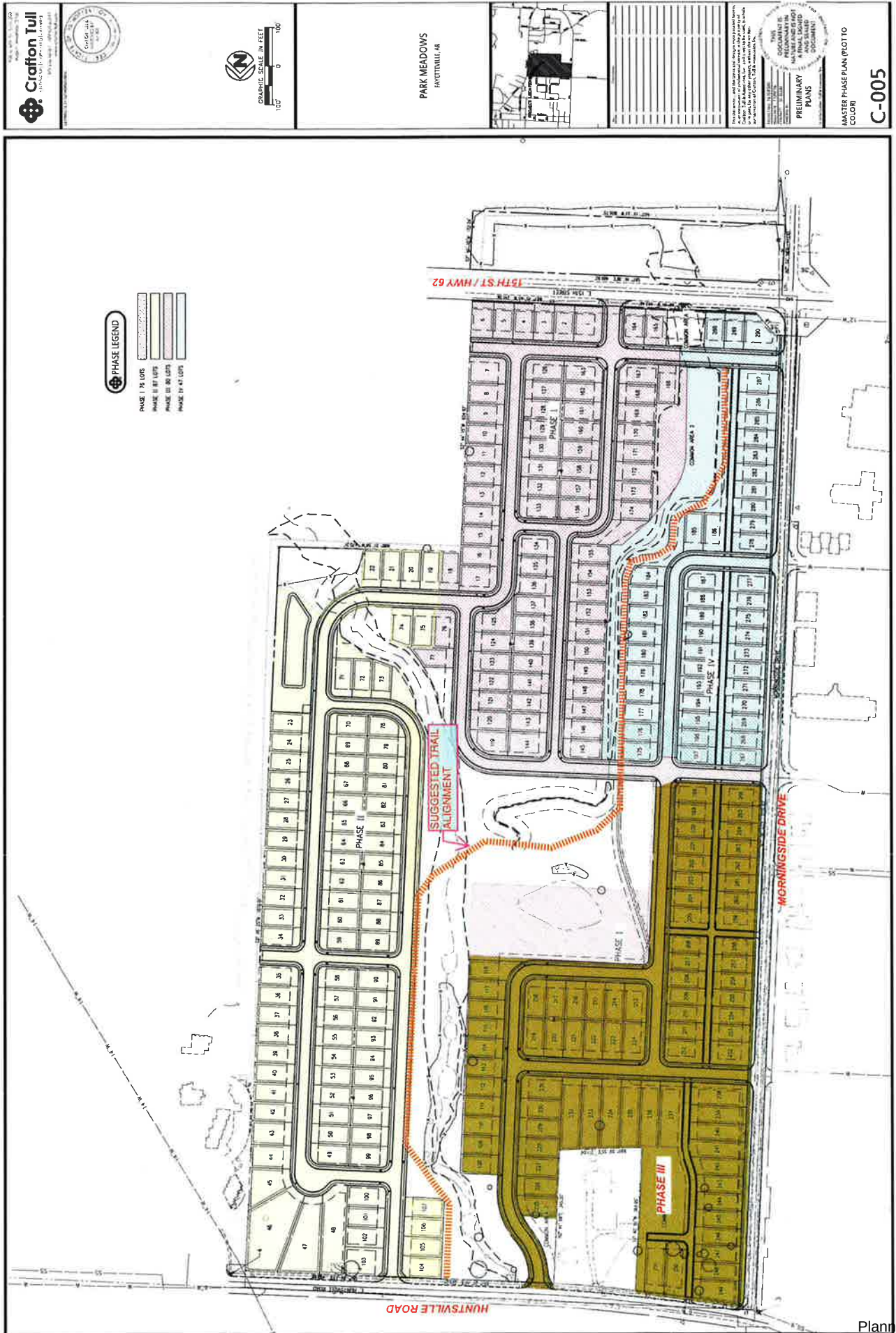
BUDGET/STAFF IMPACT:

None.

Attachments:

- Parks Department comments
- City Engineering Division comments
- Urban Forestry comments
- Fire Department comments

- Applicant's letter
- Site Plan
- Close up Map
- One Mile Map





Date: November 23, 2016

Planning Commission Staff Memo

To: Quin Thompson, Current Planner

From: Corey Granderson, Staff Engineer

Re: Plat Review Comments

Development: PPL 16-5642: PARK MEADOWS SD

Engineer: Crafton Tull

Comments - Traffic & Street Improvements:

1. To avoid duplication, please refer to the planning staff report for recommendations on street improvements. The planning and engineering division are in agreement on all recommendations and have worked together to create the language presented in the planning report. If the engineering division has different opinions as the project moves forward, those will be outlined in an updated memo.
2. The engineering division has reviewed a draft traffic study from Peter's and Associates dated 11/22/2016 that was submitted late on this project. The traffic study states that signal and turn lane warrants are NOT met at any location on this project.
 - a. Based on preliminary review of this information, the engineering division disagrees with the findings and finds that (using the same methodology and source references) that all left turn lanes along Huntsville Road are warranted.
 - b. A preliminary review of the traffic signal warrants for the intersection of Morningside Drive and Huntsville Road has not been completed at this time.

Comments – Drainage:

No protected streams exist onsite based on the City's adoption of the Streamside Protection areas map. However, corps permitting must be obtained for modifications to any streams or wetlands onsite under the jurisdiction of the Army Corps of Engineers. The applicant is aware of this and has already begun the permitting process with the corps.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
3. Any water main upgrades that parallel a smaller or older waterline are required to relocate all existing service connections to the new water main and abandon the old water main.
4. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
5. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):

- o Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
 - o Sanitary Sewer pipe sizing, profiles, or utility conflicts
 - o Waterline fittings, callouts, or utility conflicts
 - o Street profiles
 - o Fine grading/spot elevations
6. The Engineer of Record shall:
- a. Review and approve material submittals. Approved submittals shall be submitted to the City for concurrence before grading permit is issued.
 - b. Perform “Full Time” Inspection for the utility installation and shall be “In- Charge” of the approval testing.
 - c. Provide a qualified representative for all testing and inspection.
 - d. Schedule testing with the Public Works Inspector.
 - e. Authorize geotechnical testing laboratory to provide reports directly to City in PDF format. Reports shall be submitted in a timely manner.
 - f. Prepare material data sheets and test reports required by the specifications.
 - g. Insure that daily inspection reports and data sheets are submitted to the City of Fayetteville’s public works inspector weekly in PDF format.
7. 2012 Standard Water & Sanitary Sewer Specifications & Details apply
8. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed
9. Prior to **Project Acceptance** (Final Plat) the following items must be performed or provided to the satisfaction of the Engineering Department:
- h. The work shown on the civil site package must be complete and the items on the final punch list completed.
 - i. Vegetation must be established and perimeter erosion controls removed.
 - j. One (1) set of as-built drawings of the complete project (excluding details) as a hard copy, digital file .dwg, and PDF format;
 - i. Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 - 1. More than 2 ft deviation of design alignment of shall require new easement dedication or adjustment of the utility/storm drain.
 - ii. Sanitary Sewer, and Storm Drainage (Including Private) elevations must be verified and updated. (Elevations out of design tolerance must be corrected)
 - iii. Street Centerline, Width, Profiles and Cross slopes shall be verified.
 - 1. More than 6 inches deviation of design alignment of shall require new right of way dedication or adjustment of the street section.
 - iv. Adequate verification survey to confirm accuracy of drainage report.
 - v. As-builts should include the following information in a table: Linear Feet of new public streets, sidewalk (categorized by width), waterline, and sanitary sewer. Square feet of newly dedicated right-of-way.
 - k. Unit price construction costs for review and approval and a single 2 year maintenance bonds in the amount of 25% of the public improvements;
 - l. Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
 - i. Provide all Inspection Reports; approved submittals; Data Forms from Utility Specifications (Including Consultants sewer TV report); compaction test results, etc...
 - m. Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements(Inspection and Testing Reports required);

- n. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
- o. Surveyor's Certification of Compliance for monuments and property pins.
- p. The As- Built Final Drainage Report in PDF format updated per as-built invert, slope, inlet opening, road profile, cross slope, etc...
- q. Bond, guarantee, or letter of credit for all sidewalks not constructed prior to final plat approval (150% of the estimated cost of construction);
- r. Cross Sections, contours, spot elevations, and Certification that the site has been graded per the approved MRLGP within the right of way, drainage easements, and utility easements.



TO: Planning Division
FROM: Ken Eastin, Park Planner II
DATE: November 14, 2016
SUBJECT: Parks & Recreation Subdivision Committee Review Comments

Meeting Date: November 17, 2016
Item: 16-5642 PPL NE of 15th St. & Morningside Dr. (Park Meadows SD) 564
Park District: SE
Zoned: NC
Billing Name & Address: Rausch Coleman Homes
Jesse Fulcher
4058 N. College
Fayetteville, AR 72703

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	<u>293</u> @ 0.023 acre per unit = <u>6.74</u> acres	<u>293</u> @ \$920 per unit = <u>\$269,560</u>
Multi Family	<u> </u> @ 0.014 acre per unit = <u> </u> acres	<u> </u> @ \$560 per unit = <u>\$ </u>

COMMENTS:

- Applicant is proposing 293 single family lots on about 68 acres.
- On September 12, 2016, PRAB reviewed the project and recommended accepting a combination of land and money in lieu for 293 single-family lots to satisfy the park land dedication ordinance due to the development's proximity to Walker Park and the existing trails system.
- A combination of land and money in-lieu to satisfy parkland dedication requirements will be due before signing of the final plat.
- The actual amount of acreage and money in-lieu for the Park Meadows Development will be determined by the actual number of units and the parks fee formula at Planning Commission approval of the Preliminary Plat.



LANDSCAPE REGULATIONS – Chapter 177

To: Jesse Fulcher, Rausch Coleman Homes and Daniel Ellis, Crafton & Tull

From: John J. Scott, Urban Forestry

CC: Quin Thompson, Planner

Date: November 14, 2016

Subject: PPL 16-5642 NE of 15th St. & Morningside Dr. | Park Meadows | Subdivision Comments

Applicable Requirements:

NA	Site Development & Parking Lot Standards
Y	Street Tree Planting Standards
Y	Stormwater Facilities

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

N/A = not applicable

Tech Plat	SC	PC	All Landscape Plans
Y	Y		Irrigation notes either automatic or hose bib 100' o.c. (177.03A.7.g & 177.04.B.3.a)
Y	Y		Species of plant material identified (177.03.A.7.d & e)
Y	Y		Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
Y	Y		Soil amendments notes include that soil is amended and sod removed (177.03.C.6.b)
Y	Y		Mulch notes indicate organic mulching around trees and within landscape beds (177.03.C.6.c & d)
Y	Y		LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
NA	Na	Na	Planting bed contained by edging (177.03.C.6.f)
Y	Y		Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

Tech Plat	SC	PC	Site Development & Parking Lot Standards
NA	Na	Na	Wheel stops/ curbs (177.04.B.1) –
NA	Na	Na	Interior landscaping (177.04.C) Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) <u>OR</u> Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces) All parking lot trees must be deciduous (177.04.C.3)
NA	Na	Na	Placement of Trees (177.04.C.2) Either side at points of access (entrance/exit)
NA	NA	NA	Perimeter landscaping (177.04.D) Side and rear property lines (5' wide landscaped) Front property line (15' wide landscape) (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a) NOTE: Shade trees are described in street tree planting standards
Tech Plat			Street Tree Planting Standards (time of F.P. or permit) (177.05)
Y	Y		Residential Subdivisions - 1 large species shade tree/ lot tree planted within R.O.W. if possible
NA	Na	Na	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA	Na	Na	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)
NA	Na	Na	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan and inspected at time of construction.
N	N		Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
N	N		Written description of the method for tracking plantings (177.05.A.4.e)
N	Y		Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
Y	Y		1 deciduous or evergreen tree/ 3000 square feet
Y	Y		4 large shrubs or small trees (3 gal) / 3000 square feet
Y	Y		6 shrubs or grasses (1 gal) / 3000 square feet
tbd			Ground cover unless seed or sod is specified –
tbd			50% of facility planted with grass or grass like plants –

Landscape Requirements Table		
105	Mitigation Trees	Surety or Contract per 177.10 required
TBD	Street Trees (one per residential lot and at 30' interval spacing on common street frontages. Where existing trees are to be preserved adjacent to common street frontage, new street trees may not be required).	Surety or Contract per 177.10 required



TREE PRESERVATION AND PROTECTION – Chapter 167

To: Jesse Fulcher, Rausch Coleman Homes and Daniel Ellis, Crafton & Tull

From: John J. Scott, Urban Forestry

CC: Quin Thompson, Planner

Date: November 14, 2016

Subject: PPL 16-5642 NE of 15th St. & Morningside Dr. | Park Meadows | Subdivision Comments

Requirements Submitted:

Y	Initial Review with the Urban Forester
NA	Site Analysis Map Submitted (if justification is needed)
NA	Site Analysis Written Report Submitted (if justification is needed)
Y	Complete Tree Preservation Plan Submitted
Y	Tree Mitigation Table on Plans
NA	Tree Preservation Wavier Submitted

Tree Preservation Calculations		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	2,970,345	100%
Zoning Designation * Select Below with drop down arrow		
NC-Neighborhood Conservation	594,069	20%
HHOD * Select Below with Drop Down Arrow		
No	0	0%
Total Canopy for Minimum Preservation Requirements	594,069	20.0%
Existing Tree Canopy * Minus Right of Way and Easements	131,792	4.4%
Tree Canopy Preserved	108,839	3.7%
Tree Canopy Removed *On Site	22,953	0.8%
Tree Canopy Removed *Off Site		
Tree Canopy Removed Total	22,953	0.8%
Removed Below Minimum	485,230	
Mitigation Requirements	22,953	

- Total Site Area* is property line minus Master Street Plan ROW, existing easements, and Dedicated Parkland
- Existing Tree Canopy* is total tree canopy minus Master Street Plan ROW and existing easements

Tree Canopy Mitigation: 105 Mitigation trees are required at this time and this will change prior to Planning Commission.

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
22953 ft2	High Priority	218	105
ft2	Mid Priority	290	0
ft2	Low Priority	436	0
Total Mitigation			

Mitigation Type Requested	Qty	Each	Total Cost
On-site Mitigation			
Off-site Mitigation			
Tree Escrow		\$675	
Total Mitigation			

Mitigation Type Requested:

☒ On-Site ☐ Off-Site ☐ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☐ YES ☐ NO

TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:

Plan Checklist:

NA = not applicable

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

The Site Analysis Plan [167.04(H)(1)]

Tech Plat	SD	PC	Site Analysis Plan Components
Y	Y		5 year aerial check on existing trees
Y	Y		Property Boundary – not shown fully in NE corner
Y	Y		Natural Features 100ft beyond property line shown
N	Y		Existing Topography with slopes $\leq 15\%$ highlighted
N	Y		Soils
Y	Y		Significant Tree(s): 24", 18" and 8" DBH all shown graphically on plan
Y	Y		Table listing Sig. Trees with species, size, health, priority
Y	Y		Grouping of Trees: all other trees that do not meet significant requirements
Y	Y		Table listing Grouped Trees with average species, size, health, priority
N	Y		All existing utilities
Y	Y		All perennial and intermittent streams with approximate center line
Y	Y		Floodplains/Floodways and Streamside Protection Zone line
Y	Y		Existing street, sidewalk or bike path ROW
NA	Na	Na	Submitted Site Analysis Plan

The Analysis Plan Report [167.04(H)(4)]

Tech Plat	SD	PC	Analysis Plan Report Components
-----------	----	----	---------------------------------

0	Parking Trees
TBD	Detention Large Trees
TBD	Detention Small Trees / Large Shrubs
TBD	Detention Small Shrubs

Urban Forestry recommends approval with the following conditions:

1. Address all items above marked "N" and all Redlines on plan.
2. Please include detention pond calculations. The mitigation numbers are shown but not stormwater calculations.
3. Please include street tree calculations, a note with lot numbers.
4. Please locate the additional 54 mitigation trees that are needed in common areas.
5. The following apply and shall be added to the Landscape Plan:
 - a. Prior to approval of Final Plat, any street trees fronting commonly owned properties must be planted and have a 3-year maintenance surety, or contract per 177.10, submitted to ensure maintenance and survival through the 3-year establishment period. This surety must be accompanied by a completed Landscape Surety Form.
 - b. Prior to approval of Final Plat, any required mitigation trees must be planted and have a 3-year maintenance surety, or contract per 177.10, submitted to ensure maintenance and survival through the 3-year establishment period. The surety must be accompanied by a completed Landscape Surety Form.
 - c. Prior to approval of Final Plat, a landscape performance surety (letter of credit, bond or cash) must be provided on all street trees adjacent to homes. This surety must be accompanied by a completed Landscape Surety Form. A cost estimate from a professional landscaping or contracting company must be provided to the Urban Forester in order to determine the required amount of the performance bond. The final surety amount is 150% of the approved cost estimate.
 - d. Planting of LOT trees adjacent to homes may be deferred until completed construction of individual homes; however, the timing must be specified in conjunction with the phased completion of homes. For example, after the completion of (xx) homes, these trees must transition from a performance surety to a 3-year maintenance surety or contract per 177.10. This can be specified by the number of homes, the percentage of completion of the overall development, or simply on a time scheduled basis. The developer is required to determine this timing and state on the plat how these plantings and subsequent surety submittals will occur.

Na	Na		Detail Design Approaches used to minimize damage to OR removal of existing canopy
Na	Na		Justification for removal of individual or groupings of trees/canopy
NA	Na		Details providing information on on-site mitigation OR off-site alternatives
Na	Na		Submitted Analysis Report

Tree Preservation Plan [167.04(H)(2)]

Tech Plat	SD	PC	Tree Preservation Plan Components
Y	N		Shows ALL Proposed Site Improvements
Y	Y		Delineates trees/canopy to be preserved and removed
Y	Y		Delineates existing and proposed grading
Y	Y		Depict limits of soil disturbance
			Detail methods that will be used to protect trees during construction:
N	Y		1. Tree Protection Fencing
Na	Na	Na	2. Limits of Root Pruning
Y	Y		3. Traffic flow on work site
Y	Y		4. Location of material storage
Y	Y		5. Location of concrete wash out
Y	Y		6. Location of construction entrance/exit
Y	Y		Location of ALL existing and new utility/drainage easements

Urban Forestry recommends approval with the following conditions:

1. Address any items above marked "N" and all Redlines on plan.
2. Please include soil types if this is on another plan just include in a note on the Tree Preservation Plan.
3. Please adjust the grading plan to preserve the trees noted in the Northwest corner to preserve them or adjust the calculations to show removed.
4. Please show a building foot print in the Northwest corner where trees are on the lots. -
5. The following apply and shall be added to the Landscape Plan:
 - a. Prior to approval of Final Plat, any street trees fronting commonly owned properties must be planted and have a 3-year maintenance surety, or contract per 177.10, submitted to ensure maintenance and survival through the 3-year establishment period. This surety must be accompanied by a completed Landscape Surety Form.
 - b. Prior to approval of Final Plat, any required mitigation trees must be planted and have a 3-year maintenance surety, or contract per 177.10, submitted to ensure maintenance and survival through the 3-year establishment period. The surety must be accompanied by a completed Landscape Surety Form.
 - c. Prior to approval of Final Plat, a landscape performance surety (letter of credit, bond or cash) must be provided on all street trees adjacent to homes. This surety must be accompanied by a completed Landscape Surety Form. A cost estimate from a professional landscaping or contracting company must be provided to the Urban Forester in order to determine the required amount of the performance bond. The final surety amount is 150% of the approved cost estimate.
 - d. Planting of LOT trees adjacent to homes may be deferred until completed construction of individual homes; however, the timing must be specified in conjunction with the phased completion of homes. For example, after the completion of (xx) homes, these trees must transition from a performance surety to a 3-year maintenance surety or contract per 177.10. This can be specified by the number of homes, the percentage of completion of the overall development, or simply on a time scheduled

basis. The developer is required to determine this timing and state on the plat how these plantings and subsequent surety submittals will occur.



TO: Jonathan Curth, Planner

FROM: Deputy Fire Marshal Brian Sloat

DATE: November 14, 2016

SUBJECT: 16-5642 PPL NE of 15th St. & Moriningside Dr. (Park Meadows SD)

Comments made by the fire department during Technical Plat review have not been placed on subsequent submittals.

1. AFPC 2012 D103.6.1 Roads 20 to 26 feet in width. Fire lane signs as specified in D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide. In addition signs must meet spacing requirements of AFPC 2012 503.3
2. AFPC 2012 D103.6.2 Roads more than 26 feet in width. Fire lane signs as specified in D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide and less than 32 feet wide. In addition signs must meet spacing requirements of AFPC 2012 503.3



Crafton Tull
architecture | engineering | surveying

901 N 47th Street, Suite 200
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

November 9, 2016

City of Fayetteville
Planning Staff
125 W. Mountain Street
Fayetteville, AR 72701

RE: Park Meadows
CT Job No. 16108500

To the chair of the Planning Commission,

A variance is being requested to allow 14 lots to front two streets, 11 of them to the south between Fifteenth St. and Street B, and 3 of them to the northeast between Huntsville Rd. and Street G. For the northeast corner of the site, the existing grades make it difficult to front lots only on Huntsville Rd. Instead the back yards will be against Huntsville with a large separation down to the house to get out of the steeper grades. To the south, connectivity to Morningside and Fifteenth require the lots to front two streets. These lots will not be allowed to directly access Fifteenth St. or Huntsville Rd.

A second variance is needed to allow a block length to exceed the maximum 660 feet between Streets K and E. This will allow us to align these two streets with existing streets across Morningside Dr.

A third variance will be requested to allow the removal of curb and gutter along the common area adjacent to Streets J and F. The goal is to remove the need for traditional storm sewer along these streets and allow runoff to sheet flow off the street, through a grass buffer strip and into the existing creek.

Should you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,

Taylor Lindley, E.I.
Project Engineer

FOCUS STUDY AREA (COUNTRY)
INDONESIA
THAILAND
VIETNAM
CHINA
RIPPLE OF WAR
ROAD TO RUIN, LAOS

■ SET IRON PIN
 * LIGHT POLE
 *

ESSENTIAL
C-98
BUILDING SET BACK
25' WALK TO LINE

LOC /	INCHES	FEET/INCH
11	14.88	50' 25" 20"
12	15.08	52' 24" 22"
13	15.47	50' 42" 48"
14	15.84	52' 19" 57"
15	15.88	52' 18" 45"
16	16.17	50' 22" 28"
17	16.38	50' 46" 45"

CENTRELINE CURVE TABLE				
CURVE #	POINTS	LENGTH	CHORD LENGTH	DEG POINT
C01	50.00	78.54	78.57	87.5752 (27.6167) 2.75
C02	50.00	78.54	78.57	87.5771 (27.6168) 2.75
C03	120.00	165.50	165.76	87.5785 (27.6168) 2.75
C04	90.00	141.37	141.28	87.5774 (26.8322) 2.53
C05	90.00	141.37	141.28	87.5774 (26.8322) 2.53

[illegible]

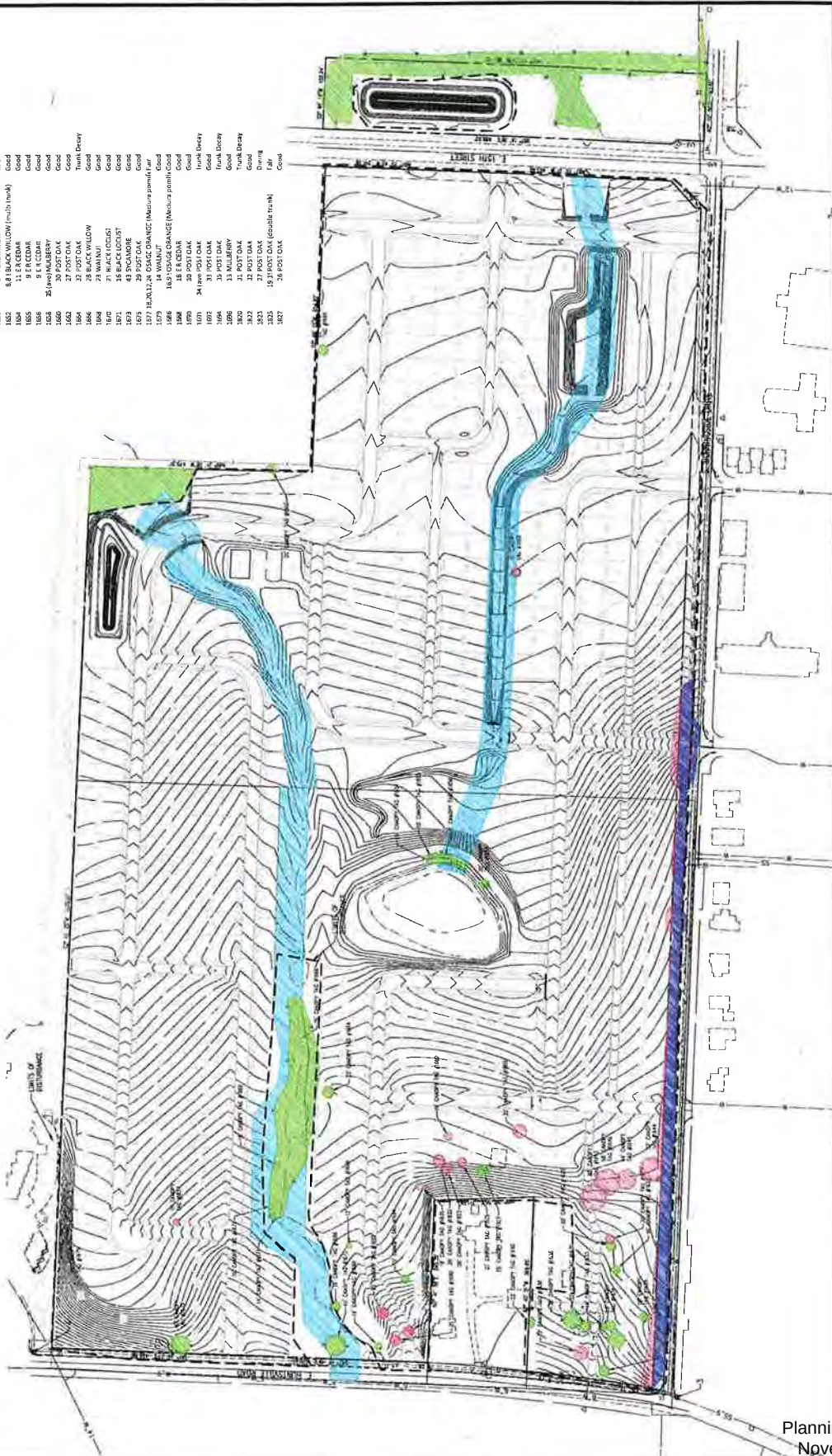

Crafter's Mail
 Crafting Supplies
 417-664-2241
 www.craftersmail.com

16-5642 Pa

Planning Commission
November 28, 2016
Agenda Item 6
42 Park Meadows SD
Page 23 of 27

[illegible]

Mitigation Requirements					
Category Below Requirements 5a					
1.	2750.3.2	Preservation Priority Type	Formulation Base Density		Number of 1" Cylinders to be Printed
	0	High Priority	218		105
	0	Mid Priority	260		0
	0	Low Priority	436		0
*High Priority is defined as containing significant toxic, flammable, or corrosive materials, and escaped vapors.		*Low Priority is defined as containing woodstains, non-toxic materials, and that are easily cleaned.			



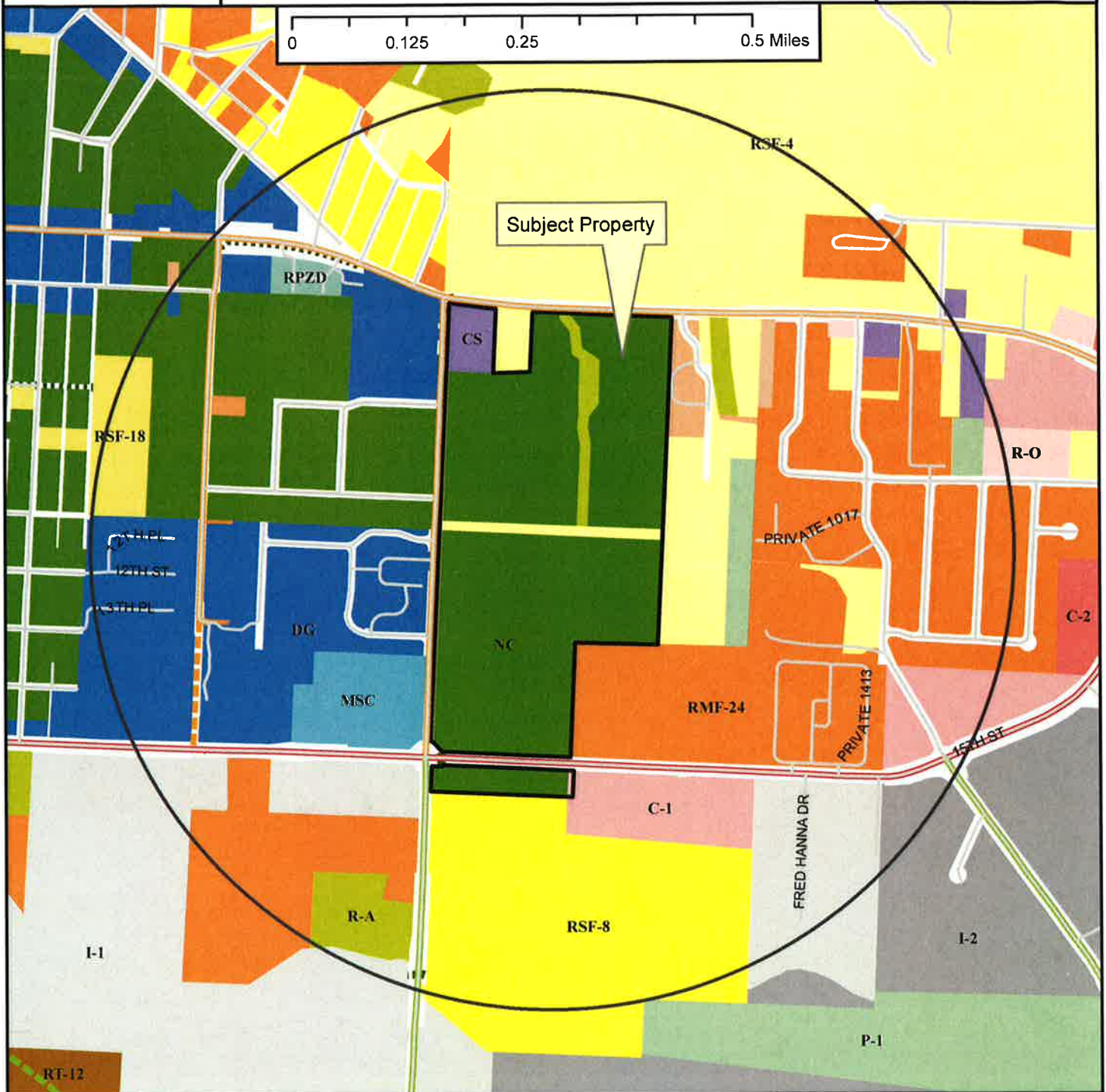
PPL 16-5642

One Mile View

PARK MEADOWS SD



0 0.125 0.25 0.5 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



Zoning

RESIDENTIAL SINGLE-FAMILY

- RSF-5 Residential-Agricultural
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY

- RT-12 Residential Two and Three-family
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL

- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION

COMMERCIAL

- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS

- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS

- Commercial, Industrial, Residential

INSTITUTIONAL

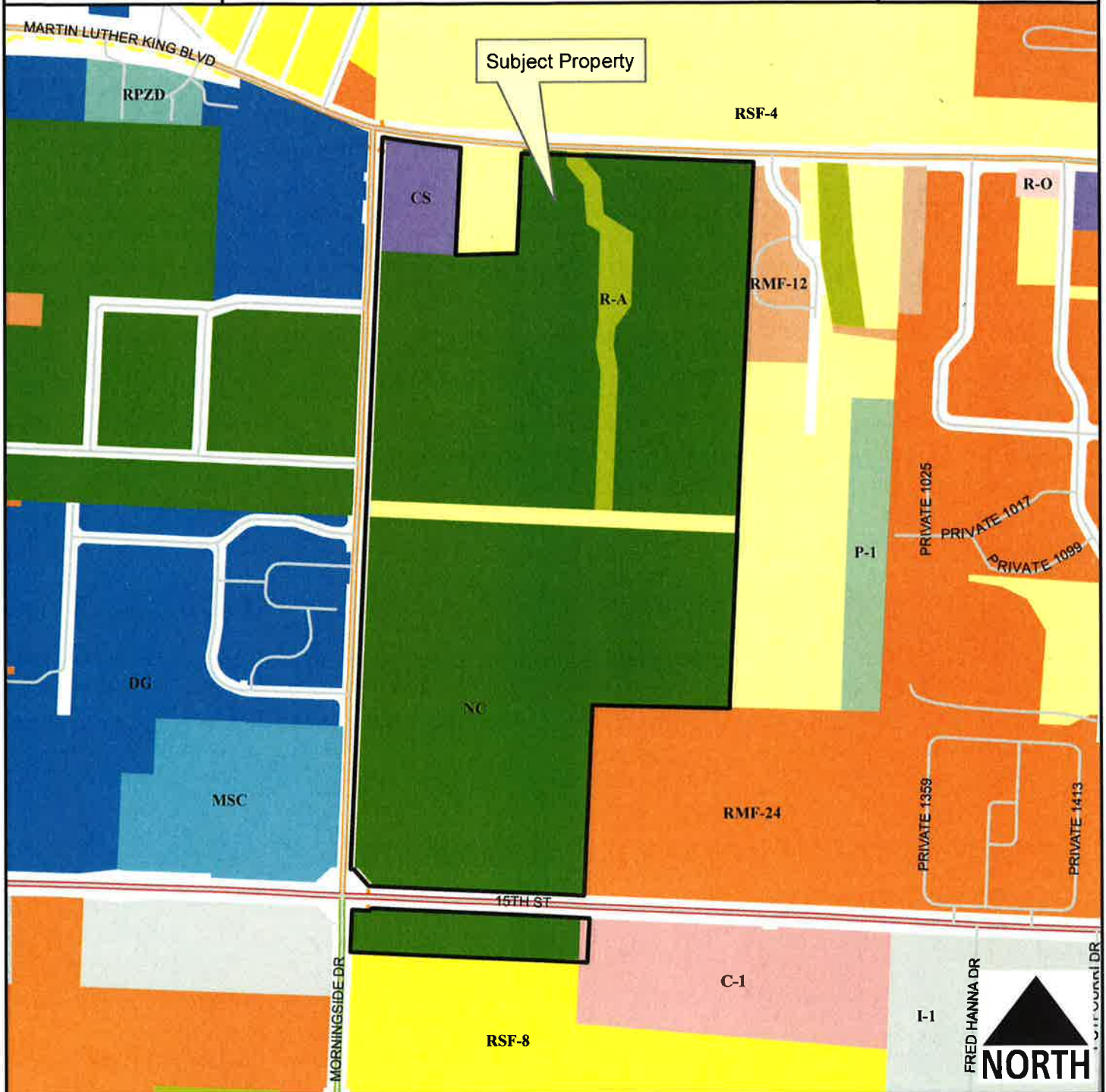
- P-1

Planning Commission
November 28, 2016

PPL 16-5642

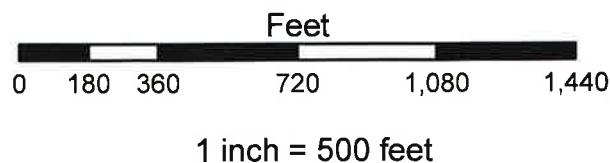
PARK MEADOWS SD

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-4
- RSF-8
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial
- Residential-Office
- C-1
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Conservation
- Commercial, Industrial, Residential
- P-1

Planning Commission
November 23, 2016



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0674

Agenda Date: 1/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 8

PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) GRANT APPEAL:

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2)(a)(iv) OF THE UNIFIED DEVELOPMENT CODE

WHEREAS, the proposed Mountain Vista Subdivision shown on Preliminary Plat 16-5642 was approved by the Planning Commission on a split vote; and

WHEREAS, the proposed intersection of the new street which serves the subdivision with 24th Street has an acceptable sight and stopping distance only if the driver on 24th Street is driving the posted speed limit of 25 mph; and

WHEREAS, further measures need to be taken to lengthen the sight and stopping distance for drivers on 24th Street to prevent potential accidents for drivers going 30 mph or higher down the hill; and

WHEREAS, as originally passed by the Planning Commission, the proposed access road creates or compounds a dangerous traffic condition justifying denial of the Preliminary Plat until a better solution is found and agreed to within the Preliminary Plat.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby grants the appeal of City Council Member Adella Gray to reject the approval of and to deny Preliminary Plat 16-5574 (Mountain Vista Subdivision) because the City Council holds and determines that the intersection of 24th Street and the street accessing this subdivision would create or compound a dangerous traffic condition.

AGENDA REQUEST FORM

FOR: Council Meeting of January 3, 2017

FROM:

City Council Member Adella Gray

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2)(a)(iv) OF THE UNIFIED DEVELOPMENT CODE

APPROVED FOR AGENDA:


City Council Member Adella Gray


Date


City Attorney Kit Williams
(as to form)


Date

Adella Gray - Ward 1, Position 1
Sarah Marsh - Ward 1, Position 2
Mark Kinion - Ward 1, Position 1
Matthew Petty - Ward 1, Position 2



Justin Tennant - Ward 3, Position 1
Martin Schoppmeyer, Jr. - Ward 3, Position 2
John La Tour - Ward 4, Position 1
Alan Long - Ward 4, Position 2

CITY COUNCIL

December 15, 2016

City Clerk Sondra Smith
City Administration Building
113 W. Mountain St.
Fayetteville, AR 72701

Re: Appeal of the approval of Preliminary Plat 16-5574 (Mountain Vista Subdivision)

Dear Sondra:

I appeal the Planning Commission's approval of Preliminary Plat 16-5574 (Mountain Vista Subdivision). I am appealing because this development might be in violation of § 166.02 (C)(2)(a)(iv):

"The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern."

As further explanation of the grounds for this appeal, I attach an email which includes an explanation of the traffic concerns of Ron and Sue Calaway who reside on County Club Hill and rely upon 24th Street for access to their home.

Respectfully submitted,


Adella Gray
Ward One City Council Member

CC: Mayor Lioneld Jordan
Andrew Garner, Planning Director



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 3, 2016

TO: Mayor, Fayetteville City Council

FROM: Andrew Garner, City Planning Director
Chris Brown, City Engineer

DATE: December 15, 2016

SUBJECT: **PPL 16-5574: Preliminary Plat (NE OF 24TH & COUNTRY CLUB DR./MOUNTAIN VISTA SD, 640-641):** Submitted by BATES & ASSOCIATES, INC. for properties located NE OF 24TH & COUNTRY CLUB DR. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 54.16 acres. The request is for 52 single-family lots.

RECOMMENDATION:

The Planning Commission approved this proposed subdivision as recommended by staff at the Planning Commission meeting. Adella Gray has appealed this decision to City Council on behalf of a citizen.

BACKGROUND:

The subject property is located north of the Fayetteville Country Club on the east side of Country Club Drive. The 54.16-acre property is zoned RSF-4 and is developed with a single family home and associated accessory structures/dwellings. The property connects to County Club Drive via a private drive, Askew Drive. The site is within the Hillside Hilltop Overlay District (HHOD).

Proposal: The applicant proposes to develop the site into a 52-lot single family subdivision, preserving the existing home on one of the lots.

Public Comments: At the December 1, 2016 Subdivision Committee and December 12, 2016 Planning Commission several members of the public spoke about a number of issues, primarily centered around traffic safety, lack of water pressure and emergency access. A copy of the meeting minutes from Planning Commission meeting are attached.

DISCUSSION:

At the December 12, 2016 Planning Commission, discussion centered around traffic safety, water pressure, and emergency access. After a significant amount of public comment and discussion by the Planning Commission, the project was approved by a vote of 5-3-0 (Commissioners Cook, Hoffman, and Quinlan voted 'no'). The project was approved with the following conditions:

Conditions of Approval:

1. Planning Commission determination of a variance of the Block Length requirement (§166.08.E.1) for a blocks longer than 660 feet. The subdivision includes street blocks that range from approximately 800-1,200 linear feet as part of a large loop street system with a stub-out to the east. *Staff recommends in favor of the variances and proposed layout given this site's unique situation on top of a ridgeline where street connections off site to the north and west are infeasible. The internal street system could be broken into smaller blocks, however, given the large lot size and existing home that is being preserved on 2.84 acres the large block pattern proposed is appropriate.*
2. Planning Commission determination of street improvements. *Staff recommends that an off-site 5-foot sidewalk and a crossing be installed from the subdivision entrance south along Country Club Drive with the crossing at 26th Circle, to provide connection to the existing sidewalk on the east side of Country Club Drive south of the site. This will provide pedestrian connectivity from this new neighborhood to the Country Club neighborhood to the south.*
3. Planning Commission determination of parkland dedication or fees-in-lieu. *The Park and Recreation Advisory Board (PRAB) recommends payment of fees in lieu of parkland dedication for the proposed single family subdivision. The project is proposing 52 single family lots with one existing home to remain on one lot for a total of 51 new residential lots. Fees in the amount of \$46,920.00 are due before signing of the final plat. Final fee amount is dependent on the total number of buildable new residential lots and the parks fee formula at the time of Planning Commission approval of the preliminary plat.*
4. Right-of-way dedication is required along the site's Country Club Road frontage in the amount of 25 feet from centerline. The internal streets are utilizing a combination of the HHOD Local and Low Impact Development cross sections with variable right-of-way dedication to accommodate bioswales and sidewalks on one side of the street.
5. All new internal streets to be constructed in accordance with the City development code.
6. A 25-foot wide trail easement shall be dedicated through the project site connecting from the street in this subdivision northwest to the dead end of 22nd Street as indicated on the plat and as requested by the City Trails Coordinator.
7. The preliminary plat needs to be revised as follows:
 - Include a typical street cross section chart/diagram indicating the total right-of-way, pavement, greenspace, bioswale and sidewalk.
 - Label Lot 55 as an "unbuildable lot".
8. Future street connection signs shall be placed at the street connectivity points prior to final plat.
9. Streetlights shall be installed at all intersections and spaced every 300 feet in accordance with city code.
10. Preliminary plat approval is valid for one year. All permits to complete construction for all lots within this preliminary plat are required to be obtained within one (1) year, subject to extensions in accordance with the Unified Development Code.

11. All tree preservation, landscape, engineering, 911 Coordinator, and fire department conditions included herein shall apply. All revisions shall be addressed prior to construction plan approval.

Standard conditions of approval:

12. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.

13. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).

14. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

15. All street lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval and all street lights shall be installed or guaranteed prior to final plat.

16. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.

17. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.

Additional condition added at the Planning Commission meeting:

18. *Prior to final plat the water pressure shall be tested to ensure compliance with fire code flow requirements.*

BUDGET/STAFF IMPACT:

N/A

Attachments:

- December 12, 2016 Planning Commission minutes
- Planning Commission Staff Report

Meeting Minutes
Planning Commission
December 12, 2016
5:30 PM
113 W. Mountain, Room 219

Members: Kyle Cook (Chair), Ron Autry (Vice Chair), Matthew Hoffman (Secretary), Tracy Hoskins, Janet Selby, Ryan Noble, Tom Brown, Leslie Belden, and Allison Thurmond Quinlan

Call to Order: 5:30 PM, Kyle Cook

In Attendance:

Members: Kyle Cook (Chair), Ron Autry (Vice Chair), Matthew Hoffman (Secretary), Tracy Hoskins, Ryan Noble, Tom Brown, Leslie Belden, and Allison Thurmond Quinlan

Absent: Janet Selby

Staff: Andrew Garner, City Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner, and Corey Granderson, Engineering, Brian Sloat, Fire Department

City Attorney: Kit Williams

PPL 16-5574: Preliminary Plat (NE OF 24TH & COUNTRY CLUB DR./MOUNTAIN VISTA SD, 640-641): Submitted by BATES & ASSOCIATES, INC. for properties located NE OF 24TH & COUNTRY CLUB DR. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 54.16 acres. The request is for 52 single-family lots.

Andrew Garner, City Planning Director: Gave the staff report.

Geoff Bates, Bates and Associates, applicant representative: Was present for questions.

Public Comment:

Todd Devecsery, live on College Drive cul-de-sac. Significant improvements to this property would benefit us in our neighborhood. He asked about zoning and what is different between RMF-24 and RSF-4. He discussed limited access to the entire area. He discussed that secondary access to 22nd should be provided. He discussed adverse property values that will result from this development.

Joe Alexander, 22nd Street: Concerned with how this will affect 22nd Street. When will the trail be planned?

Garner: Discussed the trail connection.

Skip Holland, 2991 S. College Drive: I am for the development. He discussed concerns with emergency access. He discussed problems with water pressure and disagreed with staff.

Michael Landman, 310 E. Fairway Lane: Concerns with traffic safety and with wildfire.

Sue Calaway resident of South Mountain: Concerns with safety of 24th Street. She discussed traction issue on 24th Street. She read a letter that she wrote earlier this year to Adella Gray about traffic safety on 24th Street. She gave details of street traction and dangerous issues on 24th Street. She discussed confusion that the letters mailed to neighbors indicate RMF-24 zoning. She recommended extending another street connection to 22nd Street.

Adam Siepielski, 2522 S. College Drive: The principal concern is a safety issue. I don't see how a single road can support this amount of traffic. If we needed to evacuate I would not feel that we could safely evacuate. This has to be done first and foremost in a safe manner. The water pressure issue is real during the summer when the country club golf course is irrigating. He also discussed concerns with wildfires and natural disasters combined with the lack of water pressure.

Alex Marinoff, live in the adjacent neighborhood: He discussed the condition of 24th Street. He asked how many of you drove to Askew Drive. He agreed with safety concerns from a number of neighbors. If this project is approved and there are a number of accidents in the future, what exposure does the city have to litigation?

Peter Elzer, lives on S. College Drive: The work they have done doesn't work. It is very slippery in good vehicles with good tires. He discussed traffic safety concerns.

Tamera Scott, live at 460 Ravenswood Lane: It is important that the neighborhood is happy. Someone brought up opportunities on how the city would address their concerns at the Subdivision Committee meeting. Turn lanes into the Askew property could be a good idea. There is no way to get in there quickly. We have a lot of timber that is dry and old. If we have a wildfire we will be lit up. With the lack of water pressure and risk of wildfire it creates a dangerous situation. We are not against this development.

Gary Brinson, 88 W. 26th Circle: Live in the adjacent neighborhood. Concerned with so many houses going up at once. The water pressure will not hold with an extra 50 houses. We know that change must come, but the whole situation is staggering. We hope everyone thinks twice about this.

Alex Liles, 102 Gary Circle: Discussed line of site from the Askew Drive being dangerous. There is a wall there and I do not think the line of site is very clear. The infrastructure concerns have been expressed well and I agree. Another concern for me is school buses. I have slipped even when using my four-wheel drive. The property values of the existing homes is a concern. He discussed the overall aesthetic impact of this project to their existing homes.

Lewis Toth, 33 E. 27th Circle: Lived in this neighborhood for 11 years. He discussed traffic safety in and out of the country club neighborhood. It is really very dangerous. On any given day there may be as many as 15 cars at the bottom of the hill during winter weather. It is very difficult and the one point of egress is a problem for us all.

Mark Lungaro, 2489 S. College Drive: He discussed that all of the neighbors are concerned and want the property to keep its value. I have lived here for 25 years.

Jim Hashbarger, 2519 S. College Drive: My property is directly adjacent. My main concern is that we have like housing that looks like a continuation of the property that is there.

Allison Walker, live on S. College Drive: Agree with what everyone else said. This is one of the worst roads I have ever driven on (24th Street). She discussed being at the top of the hill where at times we have had no water pressure even in the colder months. We are concerned with an emergency situation. I request that more study of this be done. She discussed that it is a very quiet neighborhood. An alternative route to 22nd Street should eliminate the connection to S. College Drive that would be negative for the neighborhood.

Linda Thomas, 116 26th Circle: We bought our house specifically for the view. I am now concerned with the view.

Pam Janus, live on 24th Street: We have the hardwood floors store on highway 71B. I don't think the city can afford to ignore these safety issues.

Bob Jordan, 2952 S. College: If 22nd Street becomes a connection this will no longer be the family friendly neighborhood that it is. The water pressure here is lower than any other house I've lived in Fayetteville.

Charles Hale: Second what has been previously said. He discussed dangerous road conditions getting in and out of this neighborhood. He also discussed water pressure, EMS, and traffic coming out of the Askew Drive.

Jan Thompson, live on 29th Circle: If and when the subdivision is built, what happens with the construction trucks? What will happen with construction traffic.

No more public comment was presented.

Kyle Cook, Commissioner: Asked for Engineering opinion on water pressure.

Corey Granderson, Staff Engineer: Discussed water pressure in the area. This is a single feed water line. A water tank is not allowed because of airplane traffic. Booster pumps on 24th Street were replaced and upgraded in 2015. I contacted the Water Meter Operations Department about complaints with pressure. The City can test service pressure on the customer side of the request. I would like to talk to our utility department a little more regarding water pressure after hearing all of these complaints. When we did flow the hydrants in the area I was surprised in the area that it did meet the minimum for a single family homes.

Brian Sloat, Assistant Fire Marshal: Discussed the fire emergency access up 24th Street is a big concern. If you do not have snow chains it could be very treacherous in bad weather. He discussed that fire trucks have snow chains. He discussed responding to calls in this area during his time on the fire truck. He discussed wildfire hazard in the area and potential evacuation using both lanes of 24th Street in the same direction to evacuate. Fire flow requirements were discussed, indicating over 1,350 gallons per minute which is a considerable improvement over the standard and what was there previously (prior to the booster pump upgrade). The trucks do come equipped with 500 gallons on each truck. We have mutual aid agreements for other area fire departments to help with brush fires. Yes, we do have concerns with emergency access but we reviewed this development and it meets all of the fire code requirements.

Kit Williams, City Attorney: Asked about slope into this subdivision.

Sloat: Indicated it would meet fire code.

Ron Autry, Commissioner: Asked about the blue top fire hydrants and what that means.

Sloat: 1,500 gallons per minute for the blue top hydrants. A minimum of 1,000 gallons per minute is required for single family homes and this neighborhood currently has 1,350 gallons per minute.

Matt Hoffman, Commissioner: Asked about emergency response to this area and 24th Street compared to other hilly areas in Fayetteville.

Sloat: It is average compared to others such as Rockwood Trail which is much worse. We work closely with the street department to have the worst roads treated first during bad weather. We have cables and the heavier snow chains on the trucks for response in worse weather.

Cook: Asked about the 24th Street failure mentioned in Subdivision Committee.

Granderson: Discussed significant water line leaks at the bottom of 24th Street that caused road damage that was repaired.

Autry: Asked about flow regulators.

Granderson: On some of the complaints of water pressure the Water Meter Department will hook up a gauge. The Water Meter Department indicated to me that in some cases where there was a complaint the pressure was fine at the meter, but there was something on the residents' side that was restricting water flows.

Leslie Belden, Commissioner: Asked for a clarification between RMF-24 and RSF-4 zoning.

Garner: Clarified differences between the RMF-24 and RSF-4 zoning.

Tom Brown, Commissioner: Described on the north side of Askew Drive there has been an attempt to create a merging lane into 24th Street. A merging lane might help mitigate the traffic safety issue. He discussed including a speed bump would help slow traffic speeds on 24th Street.

Williams: We did expend a lot of money to improve 24th Street. He gave background on improvement to 24th Street in the 1990s. The City has experimented with speed tables and it has not been successful. On a steep road speed tables would be very dangerous. This administration is pretty much on the record that speed tables are not desirable. The City staff has worked very hard in looking at these issues including traffic safety, access, and fire flow. I do not think there would be any issue with the City being litigated. The City is immune if we are negligent. But we are not being negligent and are trying our best to make this a safe development as you have heard by the staff that have evaluated this very closely. I am glad that we have worked on water pumps that have improved pressure.

Brown: I am not in favor of speed tables, but the point that I wanted to make was that if they did consider a speed table it would need to be on 24th Street further south past that existing intersection where it would not be on the slope.

Autry: Asked about site distance.

Garner: Responded that site distance does meet code requirements.

Autry: He discussed traffic speeds on 24th Street. He talked to the Police Department asking about traffic citations and dangerous situations. The Police Department indicated that there were no more citations or wrecks on 24th Street than in other neighborhoods.

Allison Quinlan, Commissioner: Asked Granderson of grade of 24th Street.

Granderson: 8.5 % slope looking north from Askew.

Quinlan: Asked about width of 24th Street.

Garner: Confirmed that it is wide at 30-31 feet.

Quinlan: Asked about storm water drainage.

Granderson: Discussed storm water drainage.

Quinlan: Asked about street connectivity.

Garner: Discussed connectivity and that 22nd Street does stub out to this property but that it seemed to be infeasible to connect due to steep slopes.

Granderson: Discussed connectivity to 22nd Street is not feasible.

Bates: Indicated that slopes from this site to 22nd Street are in the range of 20%.

Quinlan: Asked about safety of adding more homes.

Granderson: He discussed that they meet the minimum stopping sight distances.

Quinlan: What happens if we test water pressure in the spring at the time of final plat when they are irrigating and they no longer meet fire code?

Sloat: We have not had that issue before. It may be that the developer would have to contribute to improving the situation.

Hoffman: He addressed the issue on small lots. The issues with topography and access are similar to many other areas of Fayetteville. He clarified speeds and intersection stopping distance.

Granderson: If you wanted to know the average speed we may be able to request that from the Transportation Department.

Hoffman: Discussed that he would like to see the study of the average speed of vehicles.

Hoffman: Further study of water may be needed. If irrigation goes up in the summer it might seriously affect water pressure and access to emergency services. He recommended that he did not want to slow up the approval but that prior to construction approval the stopping sight distance should be calculated using actual average speed and the water pressure tested.

Autry: Asked about the number of lots being created at once.

Bates: Discussed lot size and the primary entrance into the subdivision.

Autry: Asked about target market.

JB Hays, Owner/developer: Lots in the \$85,000 - 150,000 per lot range. I think this will be an overall better neighborhood after this development. This will probably be one or two professional people per household.

Autry: Discussed that he did not think this is a significant traffic safety and congestion issue.

Tracy Hoskins, Commissioner: Is your concern site distance on either side of Askew Drive?

Hoffman: Yes. Site distance in the report has to do with marked speed and not actual speed. I would like to evaluate sight distance based on actual speed.

Hoskins: Asked about speed control and intersection stopping distance.

Granderson: Discussed that either site distance could be increased or speed decreased to improve intersection stopping distance.

Bates: All you could do is more signage to reduce the speed limit. Relocating the existing retaining wall that is not on your property is not feasible.

Hoskins: It sounds like to me we need to enforce the laws that are there instead of penalizing this developer for people that are breaking the speed limit. Are the sight distances adequate?

Granderson: Based on posted speed distance the stopping sight distance is met in both directions.

Motion:

Commissioner Hoskins made a motion to **approve PPL 16-5574** with all conditions as recommended by staff, including one additional condition that: *"Prior to final plat the water pressure shall be tested to ensure compliance with fire code flow requirements"*. **Commissioner Autry** seconded the motion.

Hoffman: Asked if this motion included further study of sight distance.

Hoskins: If our concern is that we may have a problem because they are violating the speed we need to look at that issue. Post more signage, put more patrols. Enforcing the laws that we have.

Hoffman: What amount of increase in speed would put this intersection in an unsafe condition?

Granderson: If you were heading north going 30 mph you would not meet the intersection stopping distance.

Hoffman: Discussed that he was concerned with approving this if it was unsafe.

Williams: Discussed that they are entitled to an access to this property. I am concerned that the commission would consider denying a preliminary plat because other people are breaking the law. There is signage that could be installed. I know that people sometimes speed.

Hoffman: My preference would be to approve this but it is completely reasonable for more study on this matter.

Autry: Discussed speed and traffic control in the Woodland Junior High area and methods that can be utilized to reduce speeding.

Leslie Belden, Commissioner: The design of this neighborhood is in keeping with the basic design of other subdivisions up here. 24th Street has its issues. What is the slope between lots 5 and 6, connecting to 24th Street?

Bates: Discussed that this neighborhood does not have access through lots 5 and 6 to 24th Street.

Belden: We are not talking about deforestation with this development. It has already been settled as a meadow for a while.

Brown: Discussed the design of the street intersection. Is there a solution to the sight distance issue that could be handled by the design?.

Granderson: The primary issue is the vertical curve. I'm not sure what solution you could do to improve it.

Upon roll call the motion passed with a vote of 5-3-0. Commissioners Hoffman, Quinlan, and Cook voted 'no'.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director
Corey Granderson, Staff Engineer

MEETING: December 12, 2016 (Updated with Planning Commission results)

SUBJECT: **PPL 16-5574: Preliminary Plat (NE OF 24TH & COUNTRY CLUB DR./MOUNTAIN VISTA SD, 640-641):** Submitted by BATES & ASSOCIATES, INC. for properties located NE OF 24TH & COUNTRY CLUB DR. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 54.16 acres. The request is for 52 single-family lots.

RECOMMENDATION:

Staff recommends approval of **PPL 16-5574** with conditions of approval.

BACKGROUND:

Background: The subject property is located north of the Fayetteville Country Club on the east side of Country Club Drive. The 54.16-acre property is zoned RSF-4 and is developed with a single family home and associated accessory structures/dwellings. The property connects to Country Club Drive via a private drive, Askew Drive. The site is within the Hillside Hilltop Overlay District (HHOD). Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Wooded hillside	RMF-24, Residential Multi-Family 24 Units per Acre
South	Single family residential	RSF-4, Residential Single Family four Units per Acre
East	Single family residential; undeveloped wooded hillside	RSF-4, Residential Single Family four Units per Acre
West	Wooded hillside	RMF-24, Residential Multi-Family 24 Units per Acre

Proposal: The applicant proposes to develop the site into a 52-lot single family subdivision, preserving the existing home on one of the lots.

Access and connectivity: The subdivision would have a primary entrance off of Country Club Drive with a looped street that connects to the existing cul-de-sac street stub out of College Road to the east. The primary entrance (in the location of the existing Askew Drive) is challenged by steep topography and a curve. However, staff has evaluated the site distances and determined that the new street in this location will not create a significant traffic safety hazard. Due to surrounding steep terrain street connections to the north and west are not feasible. The development provides a street stub-out to undeveloped hillside area to the east. The lack of

connectivity and street stub-outs require block length variances which staff recommends given the steep terrain.

Water and Sewer System: Water and sewer infrastructure will be required to be installed prior to final plat.

Adjacent Master Street Plan Streets: Country Club Road, College Road, 22nd Street (Local Streets)

Internal Streets/Right-of-way to be dedicated: Right-of-way dedication is required along the site's Country Club Road frontage in the amount of 25 feet from centerline. The internal streets are utilizing a combination of the HHOD Local and Low Impact Development cross sections with variable right-of-way dedication to accommodate bioswales and sidewalks on one side of the street.

Street Improvements: Given the steep terrain and existing sidewalk on the west side of Country Club Drive all the way to South School Avenue, staff does not recommend that sidewalk be constructed along this site's Country Club Drive frontage north of the subdivision entrance. However, staff recommends that an off-site 5-foot sidewalk and a crossing at be installed from the subdivision entrance south along Country Club Drive and a crossing at 26th Circle, to provide connection to the existing sidewalk system on the east side of Country Club Drive. This will provide pedestrian connectivity from this new neighborhood to the Country Club neighborhood to the south.

Multi-use Trail: The City Trails Coordinator has requested this project dedicate a 25-foot wide trail easement connecting from the street in this subdivision northwest to the dead end of 22nd Street.

Tree Preservation:

Canopy minimum requirement:	30%
Existing canopy:	78.1%
Preserved canopy:	69.1%
Mitigation required:	No mitigation required

Parks: On July 11, 2016, the Park and Recreation Advisory Board (PRAB) recommended payment of fees in lieu of parkland dedication for the proposed single family subdivision. The project is currently proposing 52 single family lots with one existing home to remain on one lot for a total of 51 new residential lots. Fees in the amount of \$46,920.00 are due before signing of the final plat. Final fee amount is dependent on the total number of buildable new residential lots and the parks fee formula at the time of Planning Commission approval of the preliminary plat.

Public Comment: Staff has received public comment including emails which are attached to this report along with several phone calls and several members of the public spoke at the Subdivision Committee meeting. Concerns from surrounding residents include issues such as traffic safety, density, drainage, lack of access and home sizes that are potentially too small for the area.

RECOMMENDATION: Staff recommends approval of PPL 16-5574 with the following conditions.

Conditions of Approval:

1. Planning Commission determination of a variance of the Block Length requirement (§166.08.E.1) for a blocks longer than 660 feet. The subdivision includes street blocks that

range from approximately 800-1,200 linear feet as part of a large loop street system with a stub-out to the east. *Staff recommends in favor of the variances and proposed layout given this site's unique situation on top of a ridgeline where street connections off site to the north and west are infeasible. The internal street system could be broken into smaller blocks, however, given the large lot size and existing home that is being preserved on 2.84 acres the large block pattern proposed is appropriate.*

SUBDIVISION COMMITTEE RECOMMENDED IN FAVOR OF THIS VARIANCE (12/01/2016)

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS VARIANCE (12/12/2016)

2. Planning Commission determination of street improvements. *Staff recommends that an off-site 5-foot sidewalk and a crossing be installed from the subdivision entrance south along Country Club Drive with the crossing at 26th Circle, to provide connection to the existing sidewalk on the east side of Country Club Drive south of the site. This will provide pedestrian connectivity from this new neighborhood to the Country Club neighborhood to the south.*

SUBDIVISION COMMITTEE RECOMMENDED IN FAVOR OF STREET IMPROVEMENTS (12/01/2016)

PLANNING COMMISSION DETERMINED IN FAVOR OF STREET IMPROVEMENTS (12/12/2016)

3. Planning Commission determination of parkland dedication or fees-in-lieu. *The Park and Recreation Advisory Board (PRAB) recommends payment of fees in lieu of parkland dedication for the proposed single family subdivision. The project is proposing 52 single family lots with one existing home to remain on one lot for a total of 51 new residential lots. Fees in the amount of \$46,920.00 are due before signing of the final plat. Final fee amount is dependent on the total number of buildable new residential lots and the parks fee formula at the time of Planning Commission approval of the preliminary plat.*

SUBDIVISION COMMITTEE RECOMMENDED IN FAVOR OF THIS CONDITION (12/01/2016)

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (12/12/2016)

4. Right-of-way dedication is required along the site's Country Club Road frontage in the amount of 25 feet from centerline. The internal streets are utilizing a combination of the HHOD Local and Low Impact Development cross sections with variable right-of-way dedication to accommodate bioswales and sidewalks on one side of the street.
5. All new internal streets to be constructed in accordance with the City development code.
6. A 25-foot wide trail easement shall be dedicated through the project site connecting from the street in this subdivision northwest to the dead end of 22nd Street as indicated on the plat and as requested by the City Trails Coordinator.
7. The preliminary plat needs to be revised as follows:
 - Include a typical street cross section chart/diagram indicating the total right-of-way, pavement, greenspace, bioswale and sidewalk.
 - Label Lot 55 as an "unbuildable lot".
8. Future street connection signs shall be placed at the street connectivity points prior to final plat.
9. Streetlights shall be installed at all intersections and spaced every 300 feet in accordance with city code.
10. Preliminary plat approval is valid for one year. All permits to complete construction for all lots within this preliminary plat are required to be obtained within one (1) year, subject to extensions in accordance with the Unified Development Code.

11. All tree preservation, landscape, engineering, 911 Coordinator, and fire department conditions included herein shall apply. All revisions shall be addressed prior to construction plan approval.

Standard conditions of approval:

12. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
13. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
14. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
15. All street lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval and all street lights shall be installed or guaranteed prior to final plat.
16. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
17. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.

18. Prior to Final Plat, the water pressure shall be tested to ensure compliance with fire code flow requirements. Planning Commission added this condition at the meeting (12/12/2016)

Subdivision Committee Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: December 1, 2016

Motion: Cook

Second: Brown

Vote: 3-0-0

Note: Forwarded, agreeing with all conditions as recommended by staff.

Planning Commission Action: ☒ Approved ☐ Forwarded ☐ Denied

Meeting Date: December 12, 2016

Motion: Hoskins

Second: Autry

Vote: 5-3-0 (Commissioners Hoffman, Noble, and Cook voted 'no')

Note: Approved with all conditions as recommended by staff, except adding condition of approval #18 as noted above.

BUDGET/STAFF IMPACT:

None.

Attachments:

- Trails Coordinator comments
- E911 Coordinator comments
- Engineering Division comments
- Fire Department comments
- Parks Division comments
- Urban Forestry comments
- Block length diagram
- Public comment
- Applicant's letter
- Site plan
- Close Up Map
- One Mile Map

ENGINEERING DIVISION - TRAILS CORRESPONDENCE

To: Planning Commission

From: Matt Mihalevich, Trails Coordinator

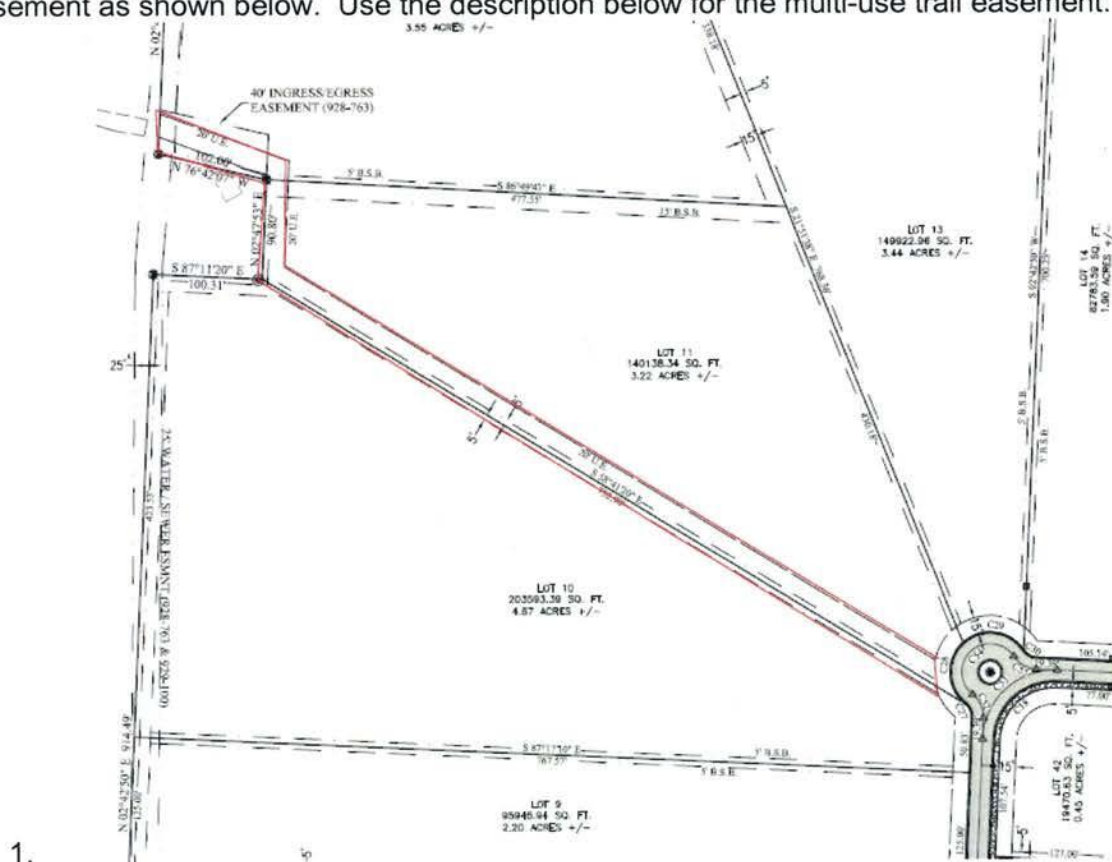
Date: August 23, 2016

Subject: Pathway Church - Trail Comments

ITEM #: PPL 16-5574 S. Askew Ln. (Mountain Vista SD)

TRAIL COMMENTS

Include a 25-foot-wide multi-use trail easement for a future trail connection over the proposed utility easement as shown below. Use the description below for the multi-use trail easement.



Multi-Use Trail Easement

A permanent easement to construct, maintain, repair and/or replace a multi-use trail for public access, together with all appurtenances thereto including lighting and public art, on, over, across, and through the following described land labeled City of Fayetteville multi-use trail easement on this final plat. The Grantor agrees not to erect any buildings, fences or structures in said permanent easement.

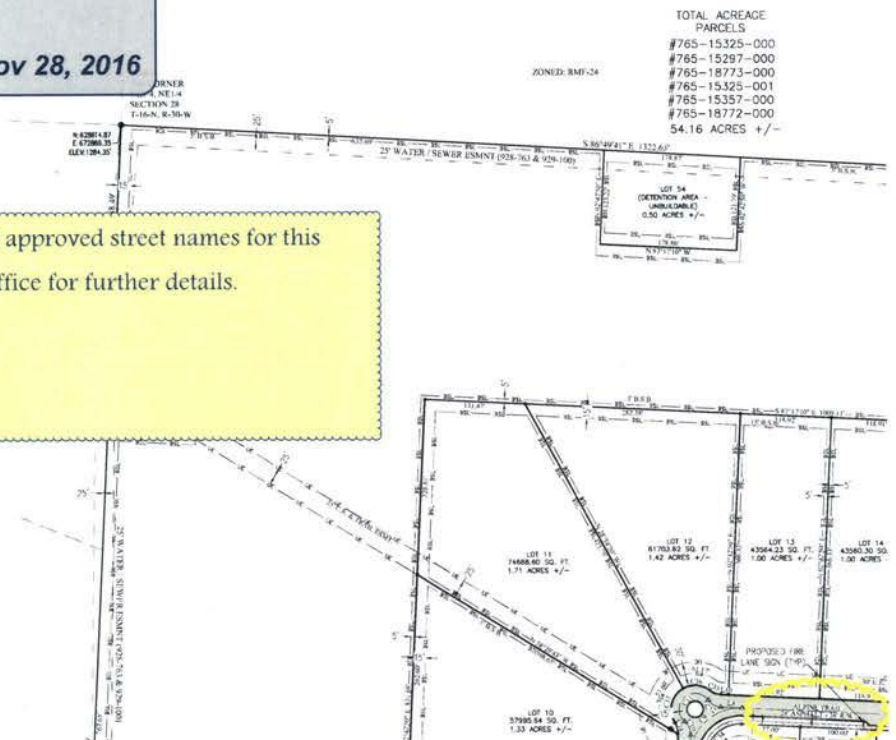
REVIEWED

By Dainah Gilbert at 9:19 am, Nov 28, 2016

Alpine Trail & South College Dr are not approved street names for this project. Please contact the addressing office for further details.

479-575-8380

dgilbert@fayetteville-ar.gov





Date: December 5, 2016

Planning Commission Staff Memo

To: Andrew Garner, City Planning Director

From: Corey Granderson, Staff Engineer

Re: Plat Review Comments

Development: PPL 16-5574 Mountain Vista Subdivision

Engineer: Bates & Associates

Response to public comments received at Subdivision Committee 12/1/16:

1. Sight-distance and safety at proposed intersection of Askew Drive and 24th Street.
 - a. Vehicles exiting the proposed Askew Drive will have a sight distance to the South of approximately 230 feet, and to the North of approximately 190 feet.
 - b. The posted speed limit is 30 mph for southbound traffic, and 25 mph for northbound traffic.
 - c. Based on POSTED speed limits, the calculated Stopping Sight Distance (minimum safe distance to stop a vehicle per AASHTO guidance) is:
 - i. 155 feet to the south (northbound traffic)
 - ii. And 179 feet to the north (southbound traffic)
 - d. Minimum stopping sight distances have been met for the posted speed limit, however, the posted speed limit is not necessarily the typical user speed on roadways. If users are traveling above 30 mph in either direction, then adequate stopping sight distance will NOT be available per AASHTO guidance.
 - e. While any entrance onto an established road contributes to potential accidents, it is the opinion of the engineering division that the addition of this entrance, as proposed, would not create or exacerbate a dangerous traffic situation.
2. Water pressure/availability in this area.
 - a. This entire hilltop area is fed by a single-feed 8" water main that is pressurized by a pump station, the pressures available on this hill are not dictated by an elevated water tank (as much of Fayetteville is serviced).
 - b. There have been no recent complaints to our water department regarding individual loss of pressure at homes. In the past there have been isolated instances where issues downstream of the public meter caused water pressure losses. The city can check pressures at the meter upon request.
3. Neighboring streets/lots – drainage complaints.
 - a. The city does not have record of any drainage complaints in this area in recent years. This subdivision was originally built with very little storm drain infrastructure and likely experiences street/yard flooding throughout as a result.
 - b. The proposed subdivision is downhill of the existing lots/homes and is meeting all requirements for detention and water quality treatment. This development should have no negative impact on the existing neighborhood's drainage network or patterns.

Mailing Address:
113 W. Mountain Street
Fayetteville, AR 72701

ENGINEERING
www.fayetteville-ar.gov

4. Street connection proposed to existing cul-de-sac at end of College Drive.
 - a. The engineering division does not have immediate concerns with this connection. Further review will occur prior to permitting of this project.
 - b. The Fire Marshal has commented that this is an adequate secondary connection point and has no concerns with current radii or lane widths.
5. Historical failure/repairs to 24th Street.
 - a. The only two recent projects in this area by our transportation department are as follows:
 - b. Pavement removal and subsequent repair, due to waterline leak under pavement.
 - c. Surface milling to provide additional traction, slip resistance on steep grades.
 - d. No evidence of road or slope failure has been noted by the transportation division at this time.

Plan Comments:

1. This subdivision is proposing a non-typical right-of-way cross section. Provide Typical Street Section for review. This should be submitted PRIOR TO PLANNING COMMISSION.
2. Existing and proposed contour labels must be added to the grading plan. At this time the volume and footprint of the proposed detention areas cannot be verified. However, adequate space is present if the ponds need to increase in size.
3. Provide a grading plan showing the north detention pond, as this area is cut off on Sheet 05.

Drainage Comments:

1. As submitted, this drainage design (for detention and water quality) is still conceptual and appears to be a feasible solution.
 - a. Sufficient detail for in-depth review has not been provided at this stage. A significant amount of work needs to be done by the engineer to complete this design. Further review will likely generate significant comments.
 - b. Detailed design and calculations at construction level review must demonstrate compliance with all city ordinances and the Drainage Criteria Manual prior to the release of any permits for construction.
2. Bioretention areas have been proposed within the public right of way in several areas of this subdivision in order to meet the water quality requirements of the Drainage Criteria Manual.
 - a. These features must be installed prior to final plat.
 - b. These features must be adequately protected from siltation or damage until a certificate of occupancy is released for all lots adjoining these features.
 - c. Maintenance agreements and schedules and the identification of a responsible party must be provided prior to final plat.
3. A significant portion of Askew Drive (several hundred feet starting at 24th Street) has not been drained to a water quality feature. Much of this area is new imperviousness that must be treated per minimum standard #1 in the Drainage Criteria Manual. Provide a means of treatment here.
4. A 40-hr drain time of the increased volume of the 1-yr storm has not been demonstrated in either pond.
 - a. This requirement has NOT been waived.
 - b. Propose a smaller orifice in these ponds to achieve the required extended drain time.
 - c. Small orifice protection measures should be utilized per the guides in Appendix G of the Drainage Criteria Manual.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements or drainage design, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
 - o Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
 - o Sanitary Sewer pipe sizing, profiles, or utility conflicts
 - o Waterline fittings, callouts, or utility conflicts
 - o Street profiles
 - o Fine grading/spot elevations
3. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
4. Any water main upgrades that parallel a smaller or older waterline are required to relocate all existing service connections to the new water main and abandon the old water main.
5. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
6. The Engineer of Record shall:
 - a. Review and approve material submittals. Approved submittals shall be submitted to the City for concurrence before grading permit is issued.
 - b. Perform "Full Time" Inspection for the utility installation and shall be "In- Charge" of the approval testing.
 - c. Provide a qualified representative for all testing and inspection.
 - d. Schedule testing with the Public Works Inspector.
 - e. Authorize geotechnical testing laboratory to provide reports directly to City in PDF format. Reports shall be submitted in a timely manner.
 - f. Prepare material data sheets and test reports required by the specifications.
 - g. Insure that daily inspection reports and data sheets are submitted to the City of Fayetteville's public works inspector weekly in PDF format.
7. 2012 Standard Water & Sanitary Sewer Specifications & Details apply
8. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed
9. Prior to **Project Acceptance** (Final Plat) the following items must be performed or provided to the satisfaction of the Engineering Department:
 - h. The work shown on the civil site package must be complete and the items on the final punch list completed.
 - i. Vegetation must be established and perimeter erosion controls removed.
 - j. One (1) set of as-built drawings of the complete project (excluding details) as a hard copy, digital file .dwg, and PDF format;
 - i. Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 1. More than 2 ft deviation of design alignment of shall require new easement dedication or adjustment of the utility/storm drain.
 - ii. Sanitary Sewer, and Storm Drainage (Including Private) elevations must be verified and updated. (Elevations out of design tolerance must be corrected)
 - iii. Street Centerline, Width, Profiles and Cross slopes shall be verified.
 1. More than 6 inches deviation of design alignment of shall require new right of way dedication or adjustment of the street section.
 - iv. Adequate verification survey to confirm accuracy of drainage report.

- v. As-builts should include the following information in a table; Linear Feet of new public streets, sidewalk (categorized by width), waterline, and sanitary sewer. Square feet of newly dedicated right-of-way.
- k. Unit price construction costs for review and approval and a single 2 year maintenance bonds in the amount of 25% of the public improvements; 50% of water & sewer infrastructure.
- l. Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
 - i. Provide all Inspection Reports; approved submittals; Data Forms from Utility Specifications (Including Consultants sewer TV report); compaction test results, etc...
- m. Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements (Inspection and Testing Reports required);
- n. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
- o. Surveyor's Certification of Compliance for monuments and property pins.
- p. The As- Built Final Drainage Report in PDF format updated per as-built invert, slope, inlet opening, road profile, cross slope, etc...
- q. Bond, guarantee, or letter of credit for all sidewalks not constructed prior to final plat approval (150% of the estimated cost of construction);
- r. Cross Sections, contours, spot elevations, and Certification that the site has been graded per the approved MRLGP within the right of way, drainage easements, and utility easements.



TO: Planner

FROM: Deputy Fire Marshal Brian Sloat

DATE: November 28, 2016

SUBJECT: 16-5574 PPL S. Askew Ln. (Mountain Vista SD)

The following comment has not been addressed nor placed on subsequent submittals:

Arkansas Fire Prevention Code (AFPC) 2012 Edition, Volume I, Section D103.6.2 Roads more than 26 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide and less than 32 feet wide. In addition signs must meet spacing requirements of AFPC 2012 Edition, Volume I, Section 503.3

TO: Planning Division
FROM: Ken Eastin, Park Planner II
DATE: August 22, 2016
SUBJECT: Parks & Recreation Technical Plat Review Comments

Meeting Date: August 31, 2016
Item: 16-5574 PPL S. Askew Ln. (Mountain Vista SD) 640-641
Park District: NW
Zoned: RSF-4 and RSF-4 HHOD
Billing Name & Address: Mr. J. B. Hays
2225 S. Askew Dr.
Fayetteville, AR 72701

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	51 @ 0.023 acre per unit = 1.17 acres	51 @ \$920 per unit = \$46,920
Multi Family	@ 0.014 acre per unit = _____ acres	@ \$560 per unit = \$ _____

COMMENTS:

- Project is proposing 52 total lots with one existing home to remain on one lot for a total of 51 new residential lots.
- Project was reviewed by PRAB on July 11, 2016 and recommended accepting money in lieu for 51 single family lots to satisfy the park land dedication ordinance.
- Fees in the amount of \$46,920 are due before signing of the final plat.
- Final fee amount assessed is dependent on the total number of buildable residential lots that are actually platted and the parks fee formula at the time of Planning Commission approval of the Preliminary Plat.



TREE PRESERVATION AND PROTECTION – Chapter 167

To: Geoff Bates, Bates & Associates, Inc

From: Lee Porter, Urban Forestry

CC: Andrew Garner, Planning Director

Date: December 12, 2016

Subject: PPL 16-5574 : S. Askew Ln. : Planning Commission Review Comments

Requirements Submitted:

N	Initial Review with the Urban Forester
NA	Site Analysis Map Submitted (if justification is needed)
NA	Site Analysis Written Report Submitted (justification is needed)
Y	Complete Tree Preservation Plan Submitted
Y	Tree Mitigation Table on Plans
NA	Tree Preservation Wavier Submitted (only use if no trees onsite or near P/L)

Tree Preservation Calculations		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	1,964,851	100%
Zoning Designation * Select Below with drop down arrow		
RSF-1 Single-Family Residential, One Unit Per Acre	491,213	25%
HHOD * Select Below with Drop Down Arrow		
Yes	98,243	5%
Total Canopy for Minimum Preservation Requirements	589,455	30.0%
Existing Tree Canopy * Minus Right of Way and Easements	1,534,526	78.1%
Tree Canopy Preserved	1,357,151	69.1%
Tree Canopy Removed *On Site	177,375	9.0%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	177,375	9.0%
Removed Below Minimum	0	
Mitigation Requirements	0	

TREE PRESRVATION CALCULATIONS

- Total Site Area* is property line minus Master Street Plan ROW, existing easements, and Dedicated Parkland
- Existing Tree Canopy* is total tree canopy minus Master Street Plan ROW and existing easements

Tree Canopy Mitigation:

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
0	High Priority	218	0
0	Mid Priority	290	0
0	Low Priority	436	0
Total Mitigation			0

Mitigation Type Requested	Qty	Each	Total Cost
On-site Mitigation			
Off-site Mitigation			
Tree Escrow		\$675	
Total Mitigation			

Mitigation Type Requested:

☐ On-Site ☐ Off-Site ☐ Tree Escrow ☒ Not Requested Yet

Mitigation Type Requested Approved: ☐ YES ☐ NO

TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

The Site Analysis Plan [167.04(H)(1)]

Tech Plat	SD	PC	Site Analysis Plan Components
Yes	Yes	Yes	5 year aerial check on existing trees
Yes	Yes	Yes	Property Boundary
Yes	Yes	Yes	Natural Features 100ft beyond property line shown
Yes	Yes	Yes	Existing Topography with slopes $\leq$ 15% highlighted
Yes	Yes	Yes	Soils
Yes	Yes	Yes	Significant Tree(s): 24", 18" and 8" DBH
Yes	Yes	Yes	Table listing Sig. Trees with species, size, health, priority.
Yes	Yes	Yes	Grouping of Trees: all other trees that do not meet significant requirements.
Yes	Yes	Yes	Table listing Grouped Trees with average species, size, health, priority
Yes	Yes	Yes	All existing utilities
Yes	Yes	Yes	All perennial and intermittent streams with approximate center line
Yes	Yes	Yes	Floodplains/Floodways
Yes	Yes	Yes	Existing street, sidewalk or bike path ROW
NA	NA	NA	Submitted Site Analysis Plan

The Analysis Plan Report [167.04(H)(4)]

Tech Plat	SD	PC	Analysis Plan Report Components
Yes	Yes	Yes	Detail Design Approaches used to minimize damage to OR removal of existing canopy
Yes	Yes	Yes	Justification for removal of individual or groupings of trees/canopy
NA	NA	NA	Details providing information on on-site mitigation OR off-site alternatives

NA	NA	NA	Submitted Analysis Report/Statement – Note the process, iterations, and approaches with tree preservation in mind. Use email from owner/developer that was provided as reference.

Tree Preservation Plan [167.04(H)(2)]

Tech Plat	SD	PC	Tree Preservation Plan Components
Yes	Yes	Yes	Shows ALL Proposed Site Improvements
Yes	Yes	Yes	Delineates trees/canopy to be preserved and removed
Yes	Yes	Yes	Delineates existing and proposed grading
Yes	Yes	Yes	Depict limits of soil disturbance
Yes	Yes	Yes	Detail methods that will be used to protect trees during construction:
Yes	Yes	Yes	1. Tree Protection Fencing
NA	NA	NA	2. Limits of Root Pruning
Yes	Yes	Yes	3. Traffic flow on work site
Yes	Yes	Yes	4. Location of material storage
Yes	Yes	Yes	5. Location of concrete wash out – move outside of trees to be saved
Yes	Yes	Yes	6. Location of construction entrance/exit
No	Yes	Yes	Location of ALL existing and new utility/drainage easements

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation Plan with the following conditions of approval:

1. Address items above marked "No" and all Redlines provided.



LANDSCAPE REGULATIONS – Chapter 177

To: Geoff Bates, Bates & Associates, Inc.

From: Lee Porter, Urban Forestry

CC: Andrew Garner, Planning Director

Date: December 12, 2016

Subject: PPL 16-5574 : S. Askew Ln : Planning Commission Review Comments

Applicable Requirements:

Yes	Site Development & Parking Lot Standards
Yes	Street Tree Planting Standards
Yes	Stormwater Facilities

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

Tech Plat	SC	PC	All Landscape Plans
Yes	Yes	Yes	Irrigation notes either automatic or hose bib 100' o.c. (177.03A.7.g & 177.04.B.3.a)
Yes	Yes	Yes	Species of plant material identified (177.03.A.7.d & e)
Yes	Yes	Yes	Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
Yes	Yes	Yes	Soil amendments notes include that soil is amended and sod removed (177.03.C.6.b)
Yes	Yes	Yes	Mulch notes indicate organic mulching around trees and within landscape beds (177.03.C.6.c & d)
Yes	Yes	Yes	LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
Yes	Yes	Yes	Planting bed contained by edging (177.03.C.6.f)
Yes	Yes	Yes	Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

Tech Plat	SC	PC	Site Development & Parking Lot Standards
NA	NA	NA	Wheel stops/ curbs (177.04.B.1)
NA	NA	NA	Interior landscaping (177.04.C) Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) <u>OR</u> Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces) All parking lot trees must be deciduous (177.04.C.3)
NA	NA	NA	Placement of Trees (177.04.C.2) Either side at points of access (entrance/exit)
Yes	YES	YES	Perimeter landscaping (177.04.D) Side and rear property lines (5' wide landscaped) Front property line (15' wide landscape) (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a) NOTE: Shade trees are described in street tree planting standards
Tech Plat	SC	PC	Street Tree Planting Standards (time of F.P. or permit) (177.05)
Yes	Yes	Yes	Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
NA	NA	NA	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA	NA	NA	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)
NA	NA	NA	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan and inspected at time of construction.
No	No	No	Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
Yes	Yes	Yes	Written description of the method for tracking plantings (177.05.A.4.e)
Yes	Yes	Yes	Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
Yes	Yes	Yes	1 deciduous or evergreen tree/ 3000 square feet
Yes	Yes	Yes	4 large shrubs or small trees (3 gal) / 3000 square feet
Yes	Yes	Yes	6 shrubs or grasses (1 gal) / 3000 square feet
Yes	Yes	Yes	Ground cover unless seed or sod is specified
Yes	Yes	Yes	50% of facility planted with grass or grass like plants

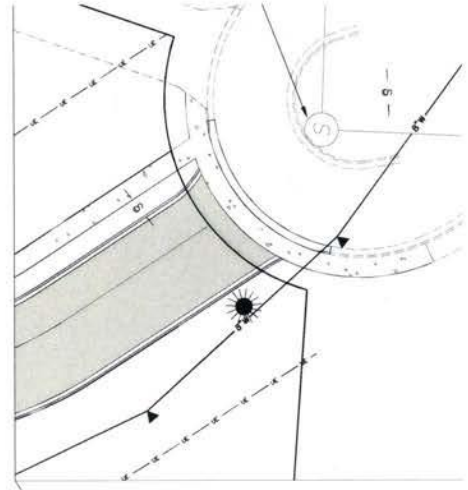
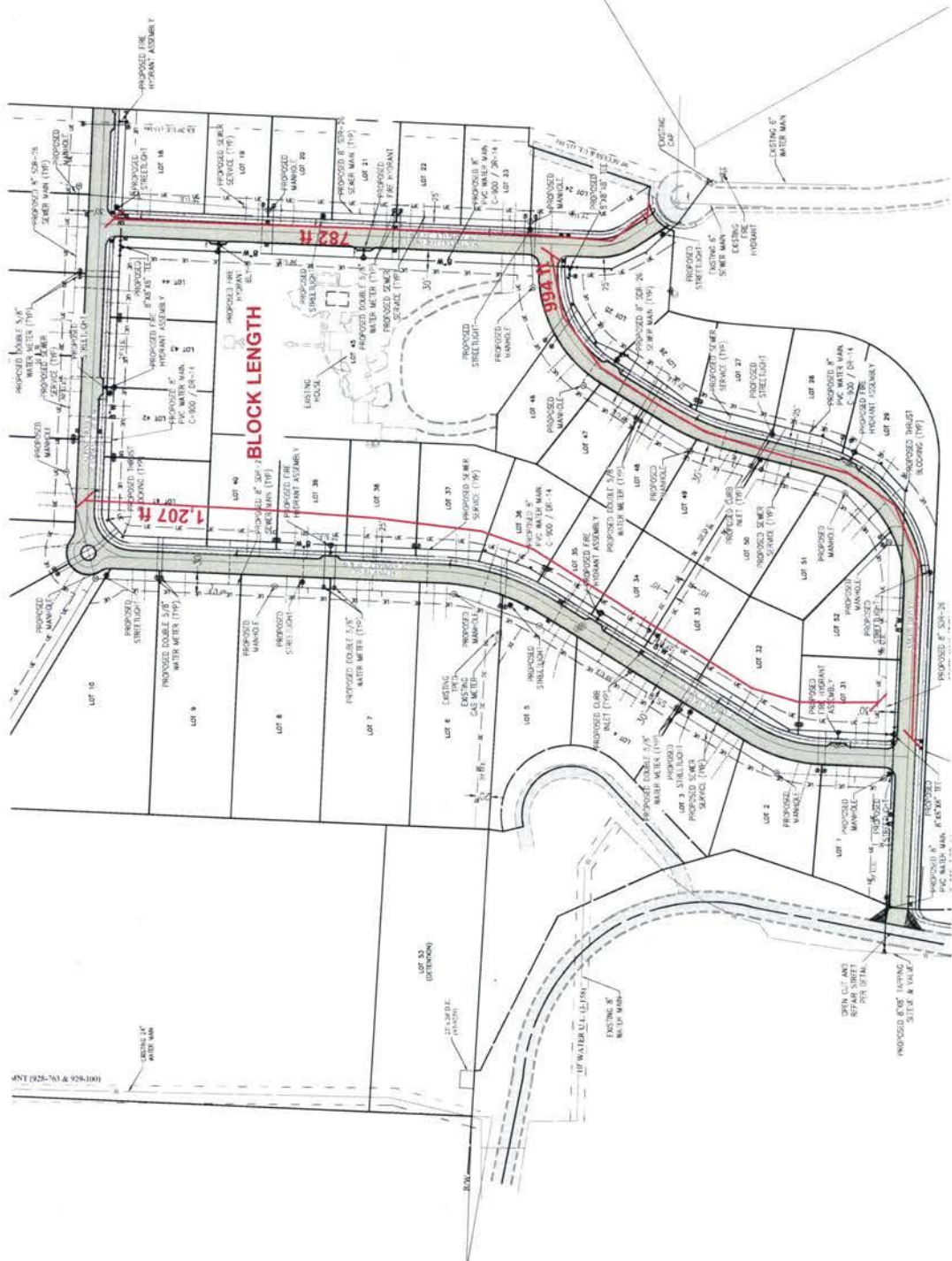
Landscape Requirements Table		
0	Mitigation Trees	3-year surety required
49	Street Trees	3-year surety required
0	Parking Trees	
5	Detention Large Trees	
21	Detention Small Trees / Large Shrubs	
32	Detention Small Shrubs	

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation and Landscape Plan with the following conditions of approval:

1. Address all items above marked "N".
2. Please articulate when the street/lot trees will be planted during construction of subdivision.

1. ALL WATER MAIN PIPE TO BE PVC C-900
2. ALL SEWER MAIN TO BE SDR-35
3. 2012 STANDARD WATER SPECIFICATIONS & DETAILS APPLY (DOCUMENT AVAIL. [HTTP://ACCESS.MHEDUCATION.COM/GOVT/ENGR/ENGR](http://access.mheducation.com/govt/engr/engr))
4. SPECIFICATIONS REQUIRE TELEVISION INSPECTION, REVIEW SECTION 5200 FOR ADDITIONAL REQUIREMENTS
5. CURRENT CITY OF FAYETTEVILLE STANDARDS REQUIRE FULL-DEPTH INVERT/BENCH MEANS THAT THE INVERT/BENCH AREA SHALL BE IN THE FORM OF A "U" FROM THE MANHOLE TO THE CROWN OF THE PIPE
6. THE CONNECTIONS TO THE EXISTING MANHOLES ARE TO BE CORE-DRILLED WITH NON-SHRINK GROUT. THE INSTALLATION SHALL THEN BE DYE-TESTED
7. MARK WAYS FOR FUTURE CONNECTIONS USING DEFLECTIBLE RACER TAPE, IN ACCORDANCE WITH THE CITY OF FAYETTEVILLE STANDARDS
8. AREAS 20 FEET ON EITHER SIDE OF FIRE HYDRANT SHALL BE DESIGNATED "NO PARKING" ZONE
9. ALL FITTINGS SHALL BE FUSION-BONDED EPOXY COATED INSIDE AND OUTSIDE IF APPLICABLE
10. THE CONNECTIONS TO THE EXISTING MANHOLES ARE TO BE CORE-DRILLED WITH NON-SHRINK GROUT. THE INSTALLATION SHALL THEN BE DYE-TESTED
11. THE CONNECTIONS TO THE EXISTING MANHOLES ARE TO BE CORE-DRILLED WITH NON-SHRINK GROUT. THE INSTALLATION SHALL THEN BE DYE-TESTED
12. LOCATIONS OF ALL UTILITIES ARE NOT EXACT AS SHOWN ON PLAN SYMBOLS. ALL UTILITIES SHALL BE PLACED PER CITY OF FAYETTEVILLE SPECIFICATIONS
13. ALL EXISTING OVERHEAD UTILITY LINES UNDER 12 KV SHALL BE RELOCATED AND 14. ALL NEW UTILITIES TO BE PLACED UNDERGROUND



Garner, Andrew

From: Todd Devecsery <tdevecsery@gmail.com>
Sent: Friday, October 28, 2016 12:50 PM
To: Garner, Andrew
Subject: 10.28.2016 - Resident of Taylor Estates - FCC - Mountain Vista

Good Day Andrew,

I am emailing to inform you of concerns from the neighborhood regarding the proposed new addition of more than 50 homes within our current area. I live at 2555 South College Drive and will be directly affected by the outcome of the city's decision regarding this project.

Please review and advise what we need to do to ensure the below concerns are addressed correctly.

1. Purposed lot widths are significantly less than the adjoining already constructed homes
2. Purposed set backs are half or less than half of the adjoining - already constructed homes
3. Main route - West 24th Street - Country Club Drive - purposed new subdivision entrance is a dangerous, blind and an accident prone area already
4. Secondary entrance onto South College Drive is insufficient and will not be used due to location and ease of access - an additional entrance and exit needs to be engineered into the purposed plan
5. Due to the significant difference in lot size and design of homes to be constructed a "green space" barrier needs to be engineered between the existing homes and new purposed subdivision if approved
6. Drainage, water utilities and electrical utilities are already a continued problem within the existing subdivisions upon the hill - all of the drainage & utilities are not engineered to support an additional 50 homes
7. West 24th Street already has significant issues due to current design - there are accidents upon the top incline of the hill and at the bottom of this street routinely - Upgrades to this street need to be included within the engineering of this subdivision

--

Thank you,

Todd F. Devecsery
Mobile # 479.445.2407
tdevecsery@gmail.com
tdevecsery@yahoo.com

Garner, Andrew

From: Kathy Wilson <kecwilson@gmail.com>
Sent: Thursday, December 01, 2016 8:34 AM
To: Garner, Andrew
Subject: Dr. Hayes' development east of 24th Street & County Club Dr.

I am a retired cardiologist who cannot be at the meeting because of temporary illness. I have grave concerns about the feasibility of adding fifty families, presumably heavily skewed toward younger working people, to the residential area with one road in and out. 71B has periods of being very busy. We have a large percentage of retired people on this hill who can pick their times to do errands. I would foresee a real traffic jam morning and late afternoon. My biggest concern is access for emergency services, both ingress and egress.

I am not against the development per se; I just think it must have another way in and out beyond the existing road.

James W. Wilson, MD

Garner, Andrew

From: Hans Peter Elzer <hpelzer@yahoo.com>
Sent: Wednesday, November 30, 2016 11:12 AM
To: Garner, Andrew
Subject: Mountain Vista Subdivision

Hello Mr Garner,

Thank you for taking the time on Monday to speak to me about the plans or the Mountain Vista subdivision.

I won't be able to make the meeting tomorrow, but I would like to pose the following questions for consideration:

Is the current water infrastructure correctly sized to maintain water pressure after the additional 50 homes are connected?

Is the existing single (and very steep) access road - 24th Street - considered sufficient to accommodate heavy equipment construction traffic during the multi-year build phase, and car traffic after completion?

Thank you,
Peter Elzer

Garner, Andrew

From: Tanya Collins <tanyadcollins@earthlink.net>
Sent: Wednesday, December 07, 2016 9:17 AM
To: Gray, Adella; Marsh, Sarah; Planning; Mayor
Subject: Proposed Mountain Vista Subdivision, Applicant J.B. Hayes

We are writing to communicate that we do not believe this initial plan that Mr. Hayes has proposed is a good option and as neighbors of this future development, we do not support this plan.

We understand that with the property's sale there will be new development. Our hope is that it will be in keeping with the existing hill top neighborhood community and add to the quality of life that we have chosen and that we enjoy. This is a mature neighborhood with many mature residents. We enjoy knowing one another personally and professionally. We visit with one another while walking or working in our yards. That neighborly aspect is what many of us purchased, along with the physical structures that we live in.

There are three main concerns and objections to the proposed Mountain Vista Subdivision;

1. There is only one road, steep and winding, that provides access to all of the residence and the Fayetteville Country Club on top of the hill. Adding an additional 55 units (with an estimated 2 cars per household) and 110 cars will substantially increase traffic. Has a traffic study been conducted to evaluate road requirements?
There is concern that one road will not be sufficient. Given the location of the proposed new subdivision, just before the crest of the hill, visibility from down-hill traffic will lead to accidents. There will likely be traffic congestion at the bottom of the hill turning on and off of South School Street. We would ask that you please personally make the short trip to our neighborhood to evaluate the situation and proposed development in person so that you can make informed inquiries and help to direct the work in a way that is safe and satisfying.
2. Water pressure has been a recurring problem. The current neighborhood on the hill has had difficulties with adequate water pressure. This has been addressed but we experience times with lack of pressure. Adding an additional 55 units will further stress the situation. We would kindly request a water supply study to provide the required specifications to the project design and planning.
3. The housing density is not in keeping with the existing neighborhood. While the stated density is .98 houses per acre, that is misleading as there are significant portions of the parcel that are not being developed. I believe a more accurate and relevant measure would be lot size. We would love for this development to be an extension of the existing neighborhood and not a poorly mismatched area tacked-on and adjacent. Perhaps this does not fit with Mr. Hayes financial requirements for the development, but in the long term interest of Fayetteville and this hilltop community I would hope that would not be a consideration. We are interested in the estimated price/value of the properties going on the market. With the need for more and more rental property to support the University's growth there is a concern that these may be homes with even greater number of residents and therefore even greater number of cars and traffic. Additional information on the proposed size and value of the homes would be appreciated.

Thank you for the opportunity to share our concerns and we hope that you will take it upon yourselves to make the short trip to this neighborhood to see the layout for the proposed subdivision so that you can be well informed when discussing this proposed development. Please reach out to the city water and solicit their thoughts on the proposed project. And please help us come to a resolution that is welcomed by the existing neighbors.

Best regards,
Tanya and Stan Collins
479-200-8318



7230 S. Pleasant Ridge Dr / Fayetteville, AR 72704
PH: 479-442-9350 * FAX: 479-521-9350

August 17, 2016

Planning Staff
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Mountain Vista Subdivision

Dear Planning Staff,

The property owner and developer, J.B. Hayes, would like to develop a Single-Family Subdivision of 52 lots, varying from 0.3 acres to 3.55 acres, with associated public utility and drainage improvements. The proposed subdivision will be on Washington County Parcels 765-15325-000, 765-15325-001, 765-15297-000, 765-18773-000, 765-15357-000, & 765-18772-000, containing 54.16 acres in total. The property is located on S Askew Lane, North Country Club Estates Subdivision, and West of Taylor Estates Subdivision. There are currently four homes on the property, three of which will be demolished. The one house that will remain will be granted its own lot. The property is zoned RSF-4, and will remain under this designation. A majority of the property is located within the Hillside Hilltop Overlay District, and contains woodlands on the North and West portions of the property. The proposed lot design allows for retention of a significant portion of the canopy.

Please see attached Parcel Map and list of adjoining property owners.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely

Bates & Associates, Inc.

A handwritten signature in blue ink, appearing to read 'J. Young', is written over a light blue circular stamp.

Jason Young
479-442-9350

[illegible]

GENERAL NOTES
1. DENSITY - 0.66 UNITS PER INCH

- 3) ALL UTILITY PIPES, MANHOLES AND RISERS SHALL BE INSTALLED OUTSIDE OF SEWER.
- 4) ALL SIDEWALKS SHALL BE CONTINUOUS THROUGH DRIVEWAYS WITH A MAX. OF 25 CROSSES.
- 5) ALL DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE WITH A BROWN FINISH.
- 6) 3" X 6" X 2" WIDE STRIP OF DETECTABLE MARKING TRUNCATED DOMES SHALL BE INSTALLED AT THE BOTTOM OF ALL HOUSING TAPES TO INDICATE THE TRANSITION FROM SIDEWALK TO STREET.
- 7) ALL UTILITY TAPES ARE TO BE USED FOR ALL ON-LOT PAVING, DELIVERY AND STORAGE OF CONSTRUCTION MATERIALS.
- 8) ALL EXISTING SANITARY UTILITY LINES UNDER 12" IN DIA. SHALL BE RELOCATED UNDERGROUND.
- 9) ALL NEW UTILITIES TO BE PLACED UNDERGROUND.

-BUILDING SETBACKS (BSF-4)

FRONT SETBACK	15 FEET
SIDE	5 FEET
REAR	15 FEET

[illegible]

TOTAL ACREAGE
PARCELS

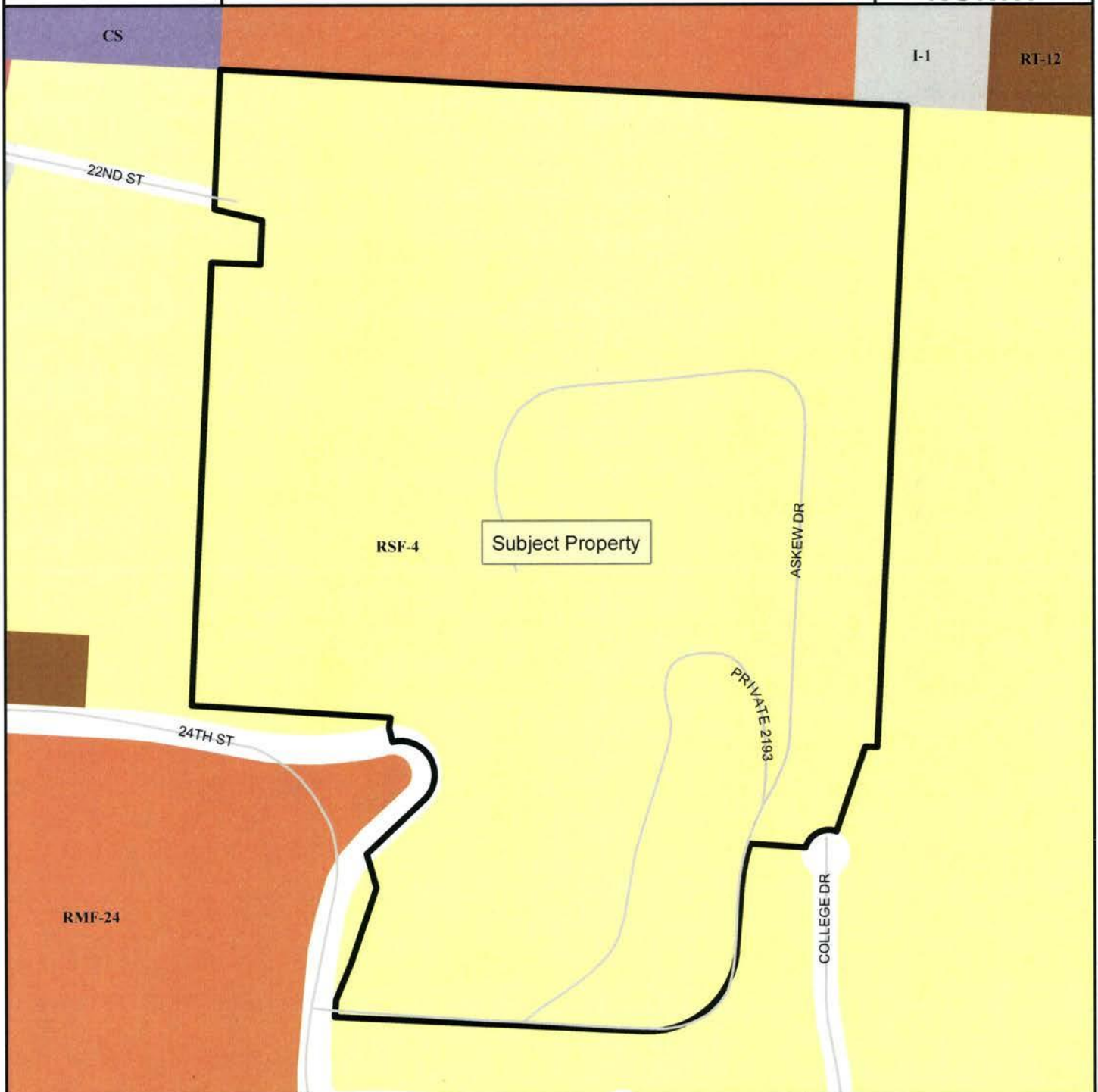
UNITED KINGDOM

Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

PPL 16-5574

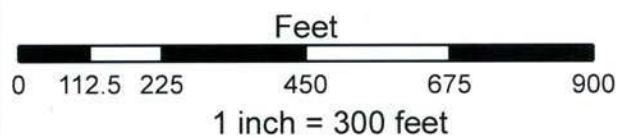
Close Up View

MOUNTAIN VISTA SD



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-4
- RT-12 Residential Two and Three-family
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- C-2
- Community Services

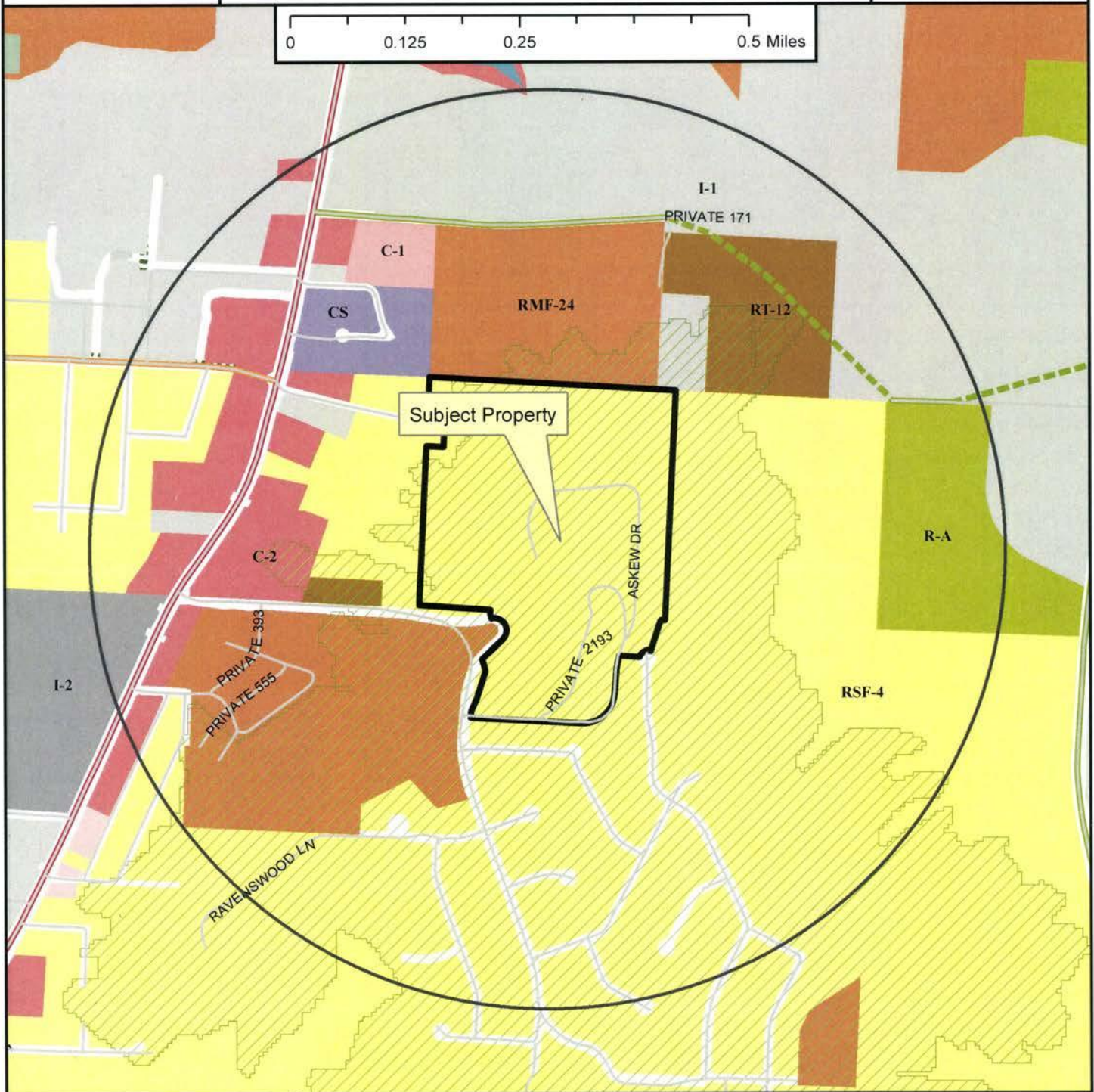
PPL 16-5574

One Mile View

MOUNTAIN VISTA SD



0 0.125 0.25 0.5 Miles



Legend

- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint



- | | |
|--|--|
| <p>Zoning</p> <p>RESIDENTIAL SINGLE-FAMILY</p> <ul style="list-style-type: none"> RSF-5 Residential-Agricultural RSF-1 RSF-2 RSF-4 RSF-7 RSF-8 RSF-18 <p>RESIDENTIAL MULTI-FAMILY</p> <ul style="list-style-type: none"> RT-12 Residential Two and Three-Family RMF-6 RMF-12 RMF-18 RMF-24 RMF-40 <p>INDUSTRIAL</p> <ul style="list-style-type: none"> I-1 Heavy Commercial and Light Industrial I-2 General Industrial | <p>EXTRACTION</p> <ul style="list-style-type: none"> E-1 <p>COMMERCIAL</p> <ul style="list-style-type: none"> C-1 Residential-Office C-2 C-3 <p>FORM BASED DISTRICTS</p> <ul style="list-style-type: none"> Downtown Core Urban Thoroughfare Main Street Center Downtown General Community Services Neighborhood Services Neighborhood Conservation <p>PLANNED ZONING DISTRICTS</p> <ul style="list-style-type: none"> Commercial, Industrial, Residential <p>INSTITUTIONAL</p> <ul style="list-style-type: none"> P-1 |
|--|--|

Planning Commission
December 12, 2016

Agenda Item 6
16-5574 Mtn. Vista SD
Page 29 of 29

Agenda Session

No Changes

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, December 27, 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

1. 2016-0559

OATHS OF OFFICE:

MAYOR LIONELD JORDAN
CITY CLERK TREASURER, SONDR E. SMITH
SARAH MARSH, ALDERMAN WARD 1
MATTHEW PETTY, ALDERMAN WARD 2
SARAH BUNCH, ALDERMAN WARD 3
ALAN LONG, ALDERMAN WARD 4

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. 2016-0120

NOMINATING COMMITTEE REPORT

2. 2016-0562

CITY COUNCIL COMMITTEE APPOINTMENTS

3. 2016-0561

REPORT OF THE FIREMEN'S AND POLICEMEN'S PENSION AND RELIEF FUND

4. 2016-0560

ELECTION OF VICE MAYOR

Agenda Additions

A. Consent:

A. 1 2016-0566

APPROVAL OF THE DECEMBER 27, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 2016-0640**GALLAGHER BENEFITS SERVICES:**

A RESOLUTION TO APPROVE A RENEWAL OF THE CONTRACT WITH GALLAGHER BENEFITS SERVICES IN THE AMOUNT OF \$28,800.00 FOR THE PROVISION OF CITY EMPLOYEE BENEFITS BROKER SERVICES THROUGH THE SECOND HALF OF 2017

Attachments: GALLAGHER BENEFIT SERVICES, INC.

A. 3 2016-0649**PIERCE MANUFACTURING, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF A 2017 ARROW XT FIRE ENGINE FROM PIERCE MANUFACTURING, INC. OF APPLETON, WISCONSIN IN THE AMOUNT OF \$540,618.00 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A CONTINGENCY IN THE AMOUNT OF \$54,061.80

Attachments: PIERCE MANUFACTURING, INC.

A. 4 2016-0645**BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.:**

A RESOLUTION TO AWARD BID NO. 16-64 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$485,058.00 FOR THE CONSTRUCTION OF INFRASTRUCTURE AND LAND DEVELOPMENT NECESSARY FOR INSTALLATION OF THE FIRE DEPARTMENT TRAINING FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$72,758.70

Attachments: BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.

A. 5 2016-0638**BID NO. 16-45 CRUSHED ROCK SALT:**

A RESOLUTION TO AWARD BID NO. 16-45 AND AUTHORIZE THE PURCHASE OF BULK CRUSHED ROCK SALT FROM CENTRAL SALT, LLC FOR \$75.00 PER TON FOR MATERIALS PICKED UP AND \$77.68 PER TON FOR MATERIALS DELIVERED AS NEEDED THROUGH JULY 31, 2017

Attachments: BID 16-45 CRUSHED ROCK SALT

A. 6 2016-0591**BID NO. 17-02 CONSTRUCTION - CURB & GUTTER:**

A RESOLUTION TO AWARD BID NO. 17-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-02 CONSTRUCTION - CURB & GUTTER

A. 7 2016-0592**BID NO. 17-04 CONCRETE PURCHASE:**

A RESOLUTION TO AWARD BID NO. 17-04 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-04 CONCRETE PURCHASE

A. 8 2016-0593**BID NO. 17-05 AGGREGATE MATERIALS:**

A RESOLUTION TO AWARD BID NO. 17-05 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM HUNT ROGERS MATERIALS, LLC AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-05 AGGREGATE MATERIALS

A. 9 2016-0594**BID NO. 17-07 HILLSIDE GRAVEL:**

A RESOLUTION TO AWARD BID NO. 17-07 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC. IN VARYING AMOUNTS AND FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-07 HILLSIDE GRAVEL

A. 10 2016-0595**BID NO. 17-08 PLASTIC DRAINAGE PIPE:**

A RESOLUTION TO AWARD BID NO. 17-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-08 PLASTIC DRAINAGE PIPE

A. 11 2016-0596**BID NO. 17-09 CONCRETE DRAINAGE PIPE:**

A RESOLUTION TO AWARD BID NO. 17-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-09 CONCRETE DRAINAGE PIPE

A. 12 2016-0597**BID NO. 17-10 SCREENED TOPSOIL:**

A RESOLUTION TO AWARD BID NO. 17-10 AND AUTHORIZE THE PURCHASE OF SCREENED TOPSOIL FROM LES ROGERS, INC. AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-10 SCREENED TOPSOIL

A. 13 2016-0598**BID NO. 17-12 RETAINING WALL BLOCKS:**

A RESOLUTION TO AWARD BID NO. 17-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-12 RETAINING WALL BLOCKS:

A. 14 2016-0599**BID NO. 17-13 HIGH PERFORMANCE COLD MIX ASPHALT:**

A RESOLUTION TO AWARD BID NO. 17-13 AND AUTHORIZE THE PURCHASE OF HIGH PERFORMANCE COLD MIX ASPHALT FROM HUTCHENS CONSTRUCTION CO. AS PRIMARY SUPPLIER AND ATLAS ASPHALT, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-13 HIGH PERFORMANCE COLD MIX ASPHALT

A. 15 2016-0600**BID NO. 17-16 TREE GRATES AND FRAMES:**

A RESOLUTION TO AWARD BID NO. 17-16 AND AUTHORIZE THE PURCHASE OF TREE GRATES AND FRAMES FOR VARYING UNIT PRICES FROM VARIOUS VENDORS AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-16 TREE GRATES AND FRAMES

A. 16 2016-0601**BID NO. 17-17 DECORATIVE FENCING:**

A RESOLUTION TO AWARD BID NO. 17-17 AND AUTHORIZE THE PURCHASE OF DECORATIVE FENCING FROM BARMAC ACCESS CONTROLS LLC D/B/A MODERN FENCE OF NWA AS PRIMARY SUPPLIER AND FENCE CO., INC. AS SECONDARY SUPPLIER AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-17 DECORATIVE FENCING

A. 17 2016-0620**BID NO. 17-18 REFLECTORIZED PAINT MARKINGS:**

A RESOLUTION TO AWARD BID NO. 17-18 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM CUSTOM PAVEMENT MAINTENANCE AND SAFETY, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-18 REFLECTORIZED PAINT MARKINGS

A. 18 2016-0634**BID NO. 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS:**

A RESOLUTION TO AWARD BID NO. 17-19 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS

A. 19 2016-0642**BID NO. 17-20 TRUCK HAULING SERVICES:**

A RESOLUTION TO AWARD BID NO. 17-20 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM GARMAN TRUCKING, LLC AT THE RATE OF \$72.50 PER HOUR AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-20 TRUCK HAULING SERVICES

A. 20 2016-0633**2017 PROPOSED ASPHALT OVERLAY PROJECTS:**

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2017

Attachments: 2017 PROPOSED ASPHALT OVERLAY PROJECTS

A. 21 2016-0647**SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A POLICE PACKAGE CHEVROLET TAHOE FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS IN THE AMOUNT OF \$31,262.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT

A. 22 2016-0648**SUPERIOR CHEVROLET - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$23,329.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: SUPERIOR CHEVROLET - POLICE DEPARTMENT

A. 23 2016-0650**SUPERIOR CHEVROLET - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE AWD FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,188.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: SUPERIOR CHEVROLET - POLICE DEPARTMENT

A. 24 2016-0651**SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,578.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION

A. 25 2016-0641**SUSAN SULLIVAN D/B/A FLYING Q:**

A RESOLUTION TO APPROVE A SPECIAL USE PERMIT ALLOWING SUSAN SULLIVAN D/B/A FLYING Q TO OPERATE A GUIDED HORSEBACK TRAIL RIDE BUSINESS ON THE LAKE SEQUOYAH EQUESTRIAN TRAILS FOR A FEE OF \$5.00 PER HORSE ON EACH TRAIL RIDE

Attachments: SUSAN SULLIVAN D/B/A FLYING Q

A. 26 2016-0654**KESSLER MOUNTAIN REGIONAL PARK:**

A RESOLUTION TO APPROVE A DEED RESTRICTION COVENANT RESTRICTING DEVELOPMENT IN CERTAIN PORTIONS OF KESSLER MOUNTAIN REGIONAL PARK AS REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS SECTION 404 NATIONWIDE PERMIT NUMBER 2014-00110

Attachments: KESSLER MOUNTAIN REGIONAL PARK

A. 27 2016-0665**SEVEN HILLS HOMELESS CENTER:**

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$103,000.00 FOR UTILITIES, MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2017

Attachments: SEVEN HILLS HOMELESS CENTER

B. Unfinished Business: None**C. New Business:**

C. 1 2016-0602**ASPHALT MATERIALS:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING 2017 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

Attachments: ASPHALT MATERIALS

C. 2 2016-0659**MARK ZWEIG, INC.:**

*New
Ord.*

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 A PORTION OF NORTH CHURCH AVENUE BETWEEN WEST SPRING STREET AND WEST DICKSON STREET WITH THE AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$103,665.15

Attachments: MARK ZWEIG, INC.

C. 3 2016-0637**AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES:**

AN ORDINANCE TO AMEND SUBSECTION (I) *RATES FOR PARKING IN CITY PARKING GARAGES* OF § 72.58 **OFF-STREET PARKING FACILITIES; RULES AND RATES** OF THE CITY CODE TO ALLOW MORE FLEXIBILITY FOR MONTHLY PARKING RATES IN THE MEADOW STREET PARKING GARAGE

Attachments: AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES

C. 4 2016-0666**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT:**

A RESOLUTION TO ALLOW THE CITY OF FAYETTEVILLE TO ENTER INTO A PARTNERING AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR IMPROVEMENTS TO HIGHWAY 112 BETWEEN RAZORBACK ROAD AND GARLAND AVENUE, AND TO APPROVE THE RECLASSIFICATION OF HIGHWAY 112 BETWEEN 15TH STREET AND INTERSTATE 49 AS A CITY STREET

Attachments: ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

C. 5 2016-0653**RZN 16-5664 (1633 E. ZION RD./MAYES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5664 FOR APPROXIMATELY 0.85 ACRES LOCATED AT 1633 EAST ZION ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS, NEIGHBORHOOD SERVICES

Attachments: RZN 16-5664 (1633 E. ZION RD./MAYES)

C. 6 2016-0622**AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169:**

AN ORDINANCE TO AMEND CHAPTERS 160, 161, 162, 164, 166, 167, AND 169 OF THE UNIFIED DEVELOPMENT CODE TO CREATE TWO NEW ZONING DISTRICTS: RESIDENTIAL INTERMEDIATE - URBAN AND NEIGHBORHOOD SERVICES - GENERAL AND NEW USE UNIT 12 B. GENERAL BUSINESS AND TO MAKE FURTHER CHANGES TO INCORPORATE THESE AMENDMENTS INTO THE UNIFIED DEVELOPMENT CODE

Attachments: 16-5631 EX A

16-5631 EX B

ADM 16-5631 (UDC CHAPTERS 161 & 162 AMENDMENTS)

C. 7 2016-0667**PRELIMINARY PLAT 16-5642 (PARK MEADOWS) GRANT APPEAL:**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5642 (PARK MEADOWS) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2) (a)(iv) OF THE UNIFIED DEVELOPMENT CODE

Attachments: PRELIMINARY PLAT 16-5642 (PARK MEADOWS) GRANT APPEAL

C. 8 2016-0674**PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) GRANT APPEAL:**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2)(a)(iv) OF THE UNIFIED DEVELOPMENT CODE

Attachments: PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) GRANT APP.

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment**

Pre Agenda Meeting 12/21/16

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, December 27, 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

✓. 2016-0559

OATHS OF OFFICE:

MAYOR LIONELD JORDAN
CITY CLERK TREASURER, SONDR E. SMITH
SARAH MARSH, ALDERMAN WARD 1
MATTHEW PERRY, ALDERMAN WARD 2
SARAH BUNCH, ALDERMAN WARD 3
ALAN LONG, ALDERMAN WARD 4

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

✓. 2016-0120

✓. NOMINATING COMMITTEE REPORT
2016-0562

✓. CITY COUNCIL COMMITTEE APPOINTMENTS
2016-0561

✓. REPORT OF THE FIREMEN'S AND POLICEMEN'S PENSION AND RELIEF FUND
2016-0560

ELECTION OF VICE MAYOR

Agenda Additions

A. Consent:

✓
AV1 2016-0566

APPROVAL OF THE DECEMBER 27, 2016 CITY COUNCIL MEETING MINUTES.

✓
AV2 2016-0640

GALLAGHER BENEFITS SERVICES:

A RESOLUTION TO APPROVE A RENEWAL OF THE CONTRACT WITH GALLAGHER BENEFITS SERVICES IN THE AMOUNT OF \$28,800.00 FOR THE PROVISION OF CITY EMPLOYEE BENEFITS BROKER SERVICES THROUGH THE SECOND HALF OF 2017

✓
Attachments: GALLAGHER BENEFIT SERVICES, INC.

✓
AV3 2016-0649

PIERCE MANUFACTURING, INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF A 2017 ARROW XT FIRE ENGINE FROM PIERCE MANUFACTURING, INC. OF APPLETON, WISCONSIN IN THE AMOUNT OF \$540,618.00 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A CONTINGENCY IN THE AMOUNT OF \$54,061.80

✓
Attachments: SRF SRM HGAC Purchasing Documents

✓
AV4 2016-0645

BID NO. 16-64 BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO AWARD BID NO. 16-64 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$485,058.00 FOR THE CONSTRUCTION OF INFRASTRUCTURE AND LAND DEVELOPMENT NECESSARY FOR INSTALLATION OF THE FIRE DEPARTMENT TRAINING FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$72,758.70

Attachments: SRF SRM Bid Tab Sheet Signed Contract Bid Submittal SOS Form

A.5 ✓ 2016-0638

BID NO. 16-45 CRUSHED ROCK SALT:

A RESOLUTION TO AWARD BID NO. 16-45 AND AUTHORIZE THE PURCHASE OF BULK CRUSHED ROCK SALT FROM CENTRAL SALT, LLC FOR \$75.00 PER TON FOR MATERIALS PICKED UP AND \$77.68 PER TON FOR MATERIALS DELIVERED AS NEEDED THROUGH JULY 31, 2017

Attachments: BID 16-45 CRUSHED ROCK SALT

A.6 ✓ 2016-0591

BID NO. 17-02 CONSTRUCTION - CURB & GUTTER:

A RESOLUTION TO AWARD BID NO. 17-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-02 CONSTRUCTION - CURB & GUTTER

A.7 ✓ 2016-0592

BID NO. 17-04 CONCRETE PURCHASE:

A RESOLUTION TO AWARD BID NO. 17-04 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-04 CONCRETE PURCHASE

A.8 ✓ 2016-0593

BID NO. 17-05 AGGREGATE MATERIALS:

A RESOLUTION TO AWARD BID NO. 17-05 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM HUNT ROGERS MATERIALS, LLC AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-05 AGGREGATE MATERIALS

✓
A. 9 2016-0594

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Attachments: BID 17-07 HILLSIDE GRAVEL

✓
A. 10 2016-0595

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Attachments: BID 17-08 PLASTIC DRAINAGE PIPE

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A. 11 2016-0596

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Attachments: BID 17-09 CONCRETE DRAINAGE PIPE

✓
A. 12 2016-0597

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A RESOLUTION TO AWARD BID NO. 17-10 AND AUTHORIZE THE PURCHASE OF SCREENED TOPSOIL FROM LES ROGERS, INC. AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-10 SCREENED TOPSOIL

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Attachments: BID 17-12 RETAINING WALL BLOCKS:

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Attachments: BID 17-13 HIGH PERFORMANCE COLD MIX ASPHALT

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Attachments: BID 17-16 TREE GRATES AND FRAMES

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Attachments: BID 17-17 DECORATIVE FENCING

A. ✓ 17 2016-0620

BID NO. 17-18 REFLECTORIZED PAINT MARKINGS:

A RESOLUTION TO AWARD BID NO. 17-18 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM CUSTOM PAVEMENT MAINTENANCE AND SAFETY, LLC IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-18 REFLECTORIZED PAINT MARKINGS

A. ✓ 18 2016-0634

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A RESOLUTION TO AWARD BID NO. 17-19 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-19 WASTE DISPOSAL FOR CONSTRUCTION DEBRIS

A. ✓ 19 2016-0642

BID NO. 17-20 TRUCK HAULING SERVICES:

A RESOLUTION TO AWARD BID NO. 17-20 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM GARMAN TRUCKING, LLC AT THE RATE OF \$72.50 PER HOUR AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2017

Attachments: BID 17-20 TRUCK HAULING SERVICES

A. ✓ 20 2016-0633

2017 PROPOSED ASPHALT OVERLAY PROJECTS:

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2017

Attachments: 2017 PROPOSED ASPHALT OVERLAY PROJECTS

A.21 2016-0647**SUPERIOR AUTOMOTIVE GROUP - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A POLICE PACKAGE CHEVROLET TAHOE FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS IN THE AMOUNT OF \$31,262.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: SRF - PD Tahoe Exp

A.22 2016-0648**SUPERIOR CHEVROLET - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$23,329.85, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: SRF - PD Traverse Exp

A.23 2016-0650**SUPERIOR CHEVROLET - POLICE DEPARTMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE AWD FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,188.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: SRF - PD Undercover Traverse Exp

A.24 2016-0651**SUPERIOR CHEVROLET - WATER AND SEWER OPERATIONS DIVISION:**

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET TRAVERSE FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS IN THE AMOUNT OF \$25,578.21, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SRF - WS Traverse 1160

A. 25 2016-0641

SUSAN SULLIVAN D/B/A FLYING Q:

A RESOLUTION TO APPROVE A SPECIAL USE PERMIT ALLOWING SUSAN SULLIVAN D/B/A FLYING Q TO OPERATE A GUIDED HORSEBACK TRAIL RIDE BUSINESS ON THE LAKE SEQUOYAH EQUESTRIAN TRAILS FOR A FEE OF \$5.00 PER HORSE ON EACH TRAIL RIDE

Attachments: 2016-0641 Legistar Packet

A. 26 2016-0654

KESSLER MOUNTAIN REGIONAL PARK:

A RESOLUTION TO APPROVE A DEED RESTRICTION COVENANT RESTRICTING DEVELOPMENT IN CERTAIN PORTIONS OF KESSLER MOUNTAIN REGIONAL PARK AS REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS SECTION 404 NATIONWIDE PERMIT NUMBER 2014-00110

Attachments: COE Deed Restriction Legistar Packet

A. 27 2016-0665

SEVEN HILLS HOMELESS CENTER:

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$103,000.00 FOR UTILITIES, MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2017

Attachments: 7 Hill Financial Assistance Contract

A. 28 2016-0666

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT:

A RESOLUTION TO ALLOW THE CITY OF FAYETTEVILLE TO ENTER INTO A PARTNERING AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR IMPROVEMENTS TO HIGHWAY 112 BETWEEN RAZORBACK ROAD AND GARLAND AVENUE, AND TO APPROVE THE RECLASSIFICATION OF HIGHWAY 112 BETWEEN 15TH STREET AND INTERSTATE 49 AS A CITY STREET

Attachments: 2016-0666 SRF ahtd partnering-Highway 112

B. Unfinished Business: None**C. New Business:**✓ 1 2016-0602**ASPHALT MATERIALS:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING 2017 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

✓ 2 2016-0659
Attachments: ASPHALT MATERIALS**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 A PORTION OF NORTH CHURCH AVENUE BETWEEN WEST SPRING STREET AND WEST DICKSON STREET WITH THE AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$103,665.15

✓ 3 2016-0637
Attachments: Church Ave Waterline Cost Share Agenda Packet**AMEND § 72.58 OFF-STREET PARKING FACILITIES; RULES AND RATES:**

AN ORDINANCE TO AMEND SUBSECTION (I) *RATES FOR PARKING IN CITY PARKING GARAGES* OF § 72.58 **OFF-STREET PARKING FACILITIES; RULES AND RATES** OF THE CITY CODE TO ALLOW MORE FLEXIBILITY FOR MONTHLY PARKING RATES IN THE MEADOW STREET PARKING GARAGE

Attachments: Meadow St Deck Legistar

C.4 2016-0653**RZN 16-5664 (1633 E. ZION RD./MAYES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5664 FOR APPROXIMATELY 0.85 ACRES LOCATED AT 1633 EAST ZION ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS, NEIGHBORHOOD SERVICES

Attachments: 16-5664 CC reports

C.5 2016-0622**amend chapters 160, 161, 162, 164, 166, 167, and 169:**

An ordinance to amend chapters 160, 161, 162, 164, 166, 167, and 169 of the unified development code to create two new zoning districts: residential intermediate - urban and neighborhood SERVICES - GENERAL AND new use unit 12 b. general business and TO MAKE FURTHER CHANGES TO INCORPORATE THESE AMENDMENTS INTO THE UNIFIED DEVELOPMENT CODE

Attachments: 16-5631 EX A
16-5631 EX B
ADM 16-5631 (UDC CHAPTERS 161 & 162 AMENDMENTS)

C.6 2016-0667**PRELIMINARY PLAT 16-5642 (PARK MEADOWS) GRANT APPEAL:**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5642 (PARK MEADOWS) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2) (a)(iv) OF THE UNIFIED DEVELOPMENT CODE

Attachments: Agenda Packet PPL 16-5642 Appeal

C 7 2016-0674

**PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) GRANT
APPEAL:**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER ADELLA GRAY AND TO DENY PRELIMINARY PLAT 16-5574 (MOUNTAIN VISTA SUBDIVISION) BECAUSE SUCH DEVELOPMENT WOULD CREATE OR COMPOUND A DANGEROUS TRAFFIC CONDITION IN VIOLATION OF § 166.02 (C)(2)(a)(iv) OF THE UNIFIED DEVELOPMENT CODE

Attachments: Agenda Packet PPL 16-5574 Appeal (Mountain Vista)

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

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

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

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

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If 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. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

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. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, 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's 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.



Nominating Committee Report

Members Present – Chair Mark Kinion, Sarah Marsh, and Alan Long

Absent – Martin W. Schoppmeyer Jr.

The Mayor recommends the following appointment for the Library board:

FAYETTEVILLE PUBLIC LIBRARY BOARD OF TRUSTEES

Rob Qualls - One unexpired term ending 4/1/21

The Housing Authority Board of Commissioners recommends the following appointment:

HOUSING AUTHORITY BOARD OF COMMISSIONERS

- Laurence McMahon – One term ending 12/28/21

The Nominating Committee recommends the following candidates for appointment:

ACTIVE TRANSPORTATION ADVISORY COMMITTEE

- Drew Wallis - One Community/Citizen at Large term ending 12/31/18
- Chris Baribeau - Community/Citizen at Large term ending 12/31/18

AIRPORT BOARD

- William Corley - One unexpired Pilot term ending 12/31/18
- Todd Crane - One Aeronautical term ending 12/31/21
- Lizzie Johnson - One University of Arkansas term ending 12/31/21

ANIMAL SERVICES ADVISORY BOARD

- Catherine E. Donnelly - One unexpired Licensed Veterinarian term ending 06/30/19

AUDIT COMMITTEE

- No applications were received

CIVIL RIGHTS COMMISSION

- Charles Watson - One Business Community term ending 12/31/19
- Chris Christoffel - One Citizen-at-Large term ending 12/31/19

ENERGY IMPROVEMENT DISTRICT NO. 1

- Frank Mayfield - One term ending 12/31/18

ENVIRONMENTAL ACTION COMMITTEE

- Claire Allison - One Community Citizen-at-Large term 12/31/19
- Colin Massey - One unexpired Community Citizen-at-Large term ending 12/31/18

PARKS AND RECREATION ADVISORY BOARD

- Dana Smith - One term ending 12/31/19
- Wade Colwell - One term ending 12/31/19
- William (Bill) Putman - One term ending 12/31/19

TELECOMMUNICATIONS BOARD

- Chad Harcourt - One unexpired term ending 6/30/18

URBAN FORESTRY ADVISORY BOARD

- Alan Ostner - One Tree Service Community term ending 12/31/18
- Glenda M. Patterson - One Community Citizen-at-Large term ending 12/31/18
- Amy Jones - One Community Citizen-at-Large term ending 12/31/18
- Audra Rogers - One Community Citizen-at-Large term ending 12/31/18

Did you have a good vacation?