

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, December 5, 2023

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

1. **WEBINAR: 815 8284 7774**
PUBLIC REGISTRATION LINK:
[HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/](https://us06web.zoom.us/join/9tjKwGwJ6hQ)
WN_FUIHUP_YSIIEUJZQGLT3NG

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS****CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS**

1. **MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER**

PROPOSED AGENDA ADDITIONS**A. CONSENT**

- A.1. APPROVAL OF THE NOVEMBER 21, 2023 CITY COUNCIL MEETING MINUTES**

- A.2. ROTOCHOPPER INC. (PURCHASE AGREEMENT):**

A RESOLUTION TO APPROVE THE PURCHASE OF A GRINDER FROM ROTOCHOPPER INC. IN THE AMOUNT OF \$634,952.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1203)

- A.3. TENNANT COMPANY (PURCHASE AGREEMENT):**

A RESOLUTION TO APPROVE THE PURCHASE OF A 2023 TENNANT SWEEPER FROM STAPLES IN THE AMOUNT OF \$78,004.37, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1218)

- A.4. STRAIGHT'S LAWN AND GARDEN INC. (PURCHASE AGREEMENT):**

A RESOLUTION TO APPROVE THE PURCHASE OF THREE GRASSHOPPER MOWERS FROM STRAIGHT'S LAWN AND GARDEN, INC. IN THE TOTAL

AMOUNT OF \$49,653.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES PURSUANT TO AN OMNIA COOPERATIVE PURCHASING CONTRACT (2023-1219)

A.5. TERRA FIRMA RESTORATIONS, LLC (BID 23-35 - SERVICE AGREEMENT):

A RESOLUTION TO AWARD BID #23-35 AND AUTHORIZE A CONTRACT WITH TERRA FIRMA RESTORATIONS, LLC IN THE AMOUNT OF \$275,900.00 FOR THE TOWN CENTER ROOF RESTORATION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$27,590.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1283)

A.6. TRUMBLE CONSTRUCTION, INC. (BID 23-41 - SERVICE AGREEMENT):

A RESOLUTION TO AWARD BID #23-41 AND AUTHORIZE A CONTRACT WITH TRUMBLE CONSTRUCTION, INC. IN THE AMOUNT OF \$81,172.00 FOR THE RECYCLING & TRASH COLLECTION TRANSFER STATION AND WATER/SEWER ROOF REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$8,117.20 (2023-1288)

A.7. MILESTONE CONSTRUCTION COMPANY, LLC (BID 23-42 - SERVICE AGREEMENT):

A RESOLUTION TO AWARD BID #23-42 AND AUTHORIZE A CONTRACT WITH MILESTONE CONSTRUCTION COMPANY, LLC IN THE AMOUNT OF \$344,115.00 FOR THE REPLACEMENT OF THE CITY HALL ROOF AND SKYLIGHT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$34,411.50, AND TO APPROVE A BUDGET ADJUSTMENT - CITY FACILITY IMPROVEMENTS BOND PROJECT (2023-1287)

A.8. MVP SPORTS PHOTOGRAPHY (SERVICE AGREEMENT):

A RESOLUTION TO AWARD RFP 23-11 AND APPROVE A ONE YEAR CONTRACT WITH MVP SPORTS PHOTOGRAPHY FOR PHOTOGRAPHY SERVICES FOR YOUTH SOCCER AND SOFTBALL PROGRAMS WITH AUTOMATED RENEWALS FOR UP TO FOUR ADDITIONAL YEARS (2023-1290)

A.9. SOMETHING DIFFERENT, LLC (SERVICE AGREEMENT):

A RESOLUTION TO AWARD RFP 23-18 AND APPROVE A TEN MONTH CONTRACT WITH SOMETHING DIFFERENT, LLC FOR THE OPERATION OF CONCESSIONS LOCATED AT KESSLER MOUNTAIN REGIONAL PARK SOCCER AND BASEBALL COMPLEX, GARY HAMPTON SOFTBALL COMPLEX, LAKE FAYETTEVILLE SOFTBALL COMPLEX AND THE WILSON PARK POOL WITH AUTOMATED RENEWALS FOR UP TO FOUR ADDITIONAL YEARS (2023-1292)

A.10. CARBON REDUCTION PROGRAM (GRANT ACCEPTANCE):

A RESOLUTION TO APPROVE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR A SAFE ROUTES TO SCHOOL PLAN FOR FAYETTEVILLE PUBLIC SCHOOLS, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1284)

A.11. ARDOT DRAKE STREET TRAIL (AGREEMENT OF UNDERSTANDING):

A RESOLUTION TO APPROVE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF THE DRAKE STREET TRAIL, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1293)

A.12. ENVIRONMENTAL CONSULTING OPERATIONS, INC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE AMENDMENT NO. 10 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$65,500.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT IN 2024 (2023-1279)

A.13. CH2M HILL ENGINEERS, INC. AMENDMENT NO. 15 (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AMENDMENT NO. 15 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$8,476,468.00 FOR SERVICES IN 2024, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$423,823.40 (2023-1316)

A.14. CERTIFIED LOCAL GOVERNMENT GRANT (GRANT APPLICATION):

A RESOLUTION TO AUTHORIZE APPLICATIONS FOR TWO CERTIFIED LOCAL GOVERNMENT GRANTS IN THE TOTAL AMOUNT OF \$40,000.00 THROUGH THE ARKANSAS HISTORIC PRESERVATION PROGRAM FOR THE PREPARATION OF A MULTIPLE PROPERTY DOCUMENTATION FORM FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS AND A HISTORIC CONTEXT STATEMENT FOR THE SPOUT SPRING NEIGHBORHOOD, AND TO APPROVE A BUDGET ADJUSTMENT FOR THE CITY'S GRANT MATCH IN THE AMOUNT OF \$15,000.00 (2023-1272)

A.15. NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE AN INTERLOCAL PURCHASING AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS; TO AUTHORIZE A CONTRACT WITH IMS INFRASTRUCTURE MANAGEMENT SERVICES, L.P. FOR PAVEMENT ANALYSIS AND RELATED SERVICES

PURSUANT TO THAT INTERLOCAL AGREEMENT THROUGH THE TERM OF THE CONTRACT AND ANY RENEWAL PERIODS, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1299)

A.16. 2023 COPS CRISIS INTERVENTION TEAM (GRANT AWARD):

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2023 COMMUNITY POLICING DEVELOPMENT CRISIS INTERVENTION TEAM GRANT FROM THE U.S. DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$400,000.00, TO APPROVE THE ADDITION OF 2.0 FULL TIME EQUIVALENT NON-UNIFORMED POSITIONS TO THE POLICE DEPARTMENT TO HIRE ADDITIONAL SOCIAL WORKERS FOR THE CRISIS INTERVENTION TEAM, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1282)

B. UNFINISHED BUSINESS

C. NEW BUSINESS

C.1. FUTRALL DRIVE RAILROAD CROSSING (2019 TRANSPORTATION BOND PROJECT):

A RESOLUTION TO EXPRESS THE INTENT OF THE CITY COUNCIL TO COMMIT \$730,000.00 TO COMPLETE THE SIGNALIZATION AND ROAD WORK FOR THE FUTRALL DRIVE RAILROAD CROSSING (2023-1271)

C.2. NATIONAL FLOOD INSURANCE PROGRAM DOCUMENTS (ADOPTION - JANUARY 25, 2024):

AN ORDINANCE TO ADOPT THE LATEST FEMA FLOOD INSURANCE RATE MAPS, WASHINGTON COUNTY FLOOD INSURANCE STUDY, AND ANY FEMA CERTIFIED LETTERS OF MAP CHANGE AS REGULATORY FOR THE CITY OF FAYETTEVILLE (2023-1278)

C.3. 71B CORRIDOR REGULATING PLAN (SUPPORT AFFIRMATION):

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR THE 71B CORRIDOR REGULATING PLAN AND WORK PROGRAM (2023-1318)

C.4. VACATION-2023-0013: (3034 W. MICA ST./BLAGG AND BRIGGS, 401):

AN ORDINANCE TO APPROVE VAC 23-13 FOR PROPERTY LOCATED AT 3034 WEST MICA STREET IN WARD 4 TO VACATE A 153-SQUARE FOOT PORTION OF UTILITY EASEMENT (2023-1285)

C.5. REZONING-2023-0029: (533 W. CENTER ST./BRICENO, 523):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0029 FOR APPROXIMATELY 0.09 ACRES LOCATED AT 533 WEST CENTER STREET IN WARD 2 FROM NC, NEIGHBORHOOD

CONSERVATION TO MSC, MAIN STREET CENTER (2023-1296)**D. CITY COUNCIL AGENDA SESSION PRESENTATIONS****D.1. SALES TAX REPORT - PAUL BECKER AND ENERGY REPORT - PETER NIERENGARTEN****D.2. 71B CORRIDOR IMPLEMENTATION UPDATE - JONATHAN CURTH & CHRIS BROWN****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. When the Mayor or Chair recognizes you, please start your public comment by giving 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 to speak 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 a Council Member 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.

Unfinished Business and New Business:

Overview Period: Agenda items at a City Council meeting 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 a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City

Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

Public Comments: Speakers shall be limited to a maximum of five (5) minutes to discuss the agenda item being considered by the City Council. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. If public comment is allowed for an amendment, speakers will only be allowed to speak for three (3) minutes. The City Council may allow both a speaker additional time and an unsigned-up person to speak by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their five (5) minutes presentation period concerning the agenda item being considered by the City Council.

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 comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. 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.



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: ROTOCHOPPER INC:

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ROTOCHOPPER FP66TT TRACK TRAILERABLE FROM ROTOCHOPPER INC. IN THE AMOUNT OF \$634,952, PLUS ANY APPLICABLE FREIGHT CHARGES, SURCHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (030923-RTO), AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 4026 is a 2015 Rotochopper FP-66 that has been in service since March of 2015. It is quickly approaching 9 years in a 8 year life cycle.

DISCUSSION:

Overall this unit has been very reliable and capable for the City of Fayetteville. The shop staff have become very proficient and knowledgeable with the specialized repairs these units require. Due to the age of unit 4026 it has had increasing mechanical and hydraulic issues that result in extended down time and repairs. Fleet recommends we move forward with the purchase of the replacement Rotochopper and trade in of unit 4026. This will also allow RTC staff to save time, better utilize labor, reduce exhaust and green house gas emissions and additional equipment required to tow and move the replacement Rotochopper.

BUDGET/STAFF IMPACT:

Because this purchase is an upgrade, it will require a budget adjustment that is being submitted to utilize both Fleet and RTC's fund balance for this purchase. This unit was presented at the November 14th Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), City of Fayetteville FP66TT Updated Quote (#5), Tax Exempt Form COF (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1203

ROTOCHOPPER INC:

A RESOLUTION TO APPROVE THE PURCHASE OF A GRINDER FROM ROTOCHOPPER INC. IN THE AMOUNT OF \$634,952.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Unit 4026, a 2015 Rotochopper FP-66 has been in service since March of 2015 and is approaching 9 years in an 8 year life cycle.

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 Rotochopper FP66TT Track Trailerable grinder from Rotochopper, Inc. for the amount of \$634,952.00, plus any applicable surcharges, freight charges, and delivery fees, pursuant to Sourcewell Cooperative Purchasing Contract #030923-RTO.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-1203

Item ID

12/5/2023

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

Ross Jackson

10/12/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ROTOCHOPPER FP66TT TRACK TRAILERABLE FROM ROTOCHOPPER INC. IN THE AMOUNT OF \$634,952, PLUS ANY APPLICABLE FREIGHT CHARGES, SURCHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (030923-RTO), AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02082.2023

Recycling and Trash Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,755,341.00

Expenses (Actual+Encum)

\$ 1,534,021.77

Available Budget

\$ 221,319.23

Does item have a direct cost? Yes

Item Cost

\$ 634,952.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 634,952.00

Remaining Budget

\$ 221,319.23

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2023	/Org2		
	Requestor:	Ross Jackson Jr.	

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ROTOCHOPPER FP66TT TRACK TRAILERABLE FROM ROTOCHOPPER INC. IN THE AMOUNT OF \$634,952, PLUS ANY APPLICABLE FREIGHT CHARGES, SURCHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (030923-RTO), AND TO APPROVE A BUDGET ADJUSTMENT.

	COUNCIL DATE:	12/5/2023
	ITEM ID#:	2023-1203
	Holly Black	
	11/16/2023 9:15 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

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Rotochopper, Inc. | 217 West Street; PO Box 295 | St. Martin, MN 56376 | P: 320-548-3586 | F: 320-548-3372

For: Brian Pugh
City of Fayetteville
113 W Mountain St
Fayetteville, AR 72701

QUOTATION BB: 41477
Quoted by Preston McIntyre
On 10/11/2023
Estimated shipping date 12-14 weeks from date of order
Terms Purchase Order
FOB St. Martin, MN

☒ Ship To Same As Billing

FP66TT Track Trailable

755 HP CAT C18 Tier 4 / Stage 4 engine with automatic load regulation, PT Tech hydraulic clutch, 340

gallon / 1,280 Liter fuel tank

Radiator pre cleaner and 5lb fire extinguisher

Hydraulic oil cooler

Reversible radiator fan with adjustable purge cycles and pre-cleaner

Domed slat infeed conveyor with radial piston drive (66" W x 16' L / 1,677mm W x 4,877mm L) 1,677mm W X 4,877mm L)

High torque powerfeed with Ultra "V" cleats and dual hydraulic drives (32" D x 66" W)

Gap-less infeed transition and patented Slab Ramp adjustable shear plane

Down-cut mill designed for precise particle size and texture control

Patented replaceable mount rotor with 28 tooth mounts (36" D x 66" W / 915mm D X 1,677mm W)

Weld-on rotor rakers

Grinding chamber water injection dust control system

Hydraulic screen installation system with shear pin protection

Roller-bed under rotor conveyor (48" W X 21' L / 1,219mm W X 6,400mm L)

Folding truck loading discharge conveyor with magnetic head pulley

Digital control system with advanced monitoring and diagnostics

Wireless remote control system

StopWatch monitoring system

RotoLink remote monitoring system 60-month subscription

Track undercarriage with 600 mm grousers

Standard Factory Machine Warranty

4" Forestry baffled square hole screen (3/4" T-1 Steel)

5" Baffled square hole screen (3/4" T-1 Steel)

Hardsurfaced 3 Tab, Single Bolt (1 bolt, nut & lock washer per tooth)

Commissioning & Training

Delivery to Fayetteville, AR

Subtotal \$871,268.00

18" Cross-belt magnetic conveyor \$25,344.00

CAT Extended engine warranty for C18 engine - Platinum 60 month 5,000 hour warranty \$13,340.00

Trade In Rotochopper FP66, S/N:15-2774, Hours:700 (\$275,000.00)

Accepted By: _____ Date: _____

Customer is responsible for all routine maintenance and any damage incurred to trade-in equipment from the signing of this quote until Rotochopper's actual acceptance of the trade-in equipment. Customer ensures trade-in equipment is U.S. DOT compliant (if applicable) and road worthy. Customer is responsible for all costs incurred if trade-in equipment is not U.S. DOT compliant and/or road worthy. Customer must provide lien release documents for all trade-in equipment. _____ Initial

Total \$634,952.00

Additional Suggested Options Not Included in Price Total

	Check to include	Customer initials	Sales Rep initials
Hardfaced wedge teeth (single hardface overlay per side; 1 bolt, nut, & lock washer per tooth)	—	_____	_____
6" Baffled square hole screen (3/4" T-1 Steel)	—	_____	_____
6" to 10" Open square hole screen (3/4" T-1 Steel)	—	_____	_____

Notes:



Rotochopper, Inc. | 217 West Street; PO Box 295 | St. Martin, MN 56376 | P: 320-548-3586 | F: 320-548-3372

For:

Brian Pugh
City of Fayetteville
113 W Mountain St
Fayetteville, AR 72701

QUOTATION BB: 41477

Quoted by Preston McIntyre
On 10/11/2023

Estimated shipping date 12-14 weeks from date of order

Terms Purchase Order
FOB St. Martin, MN

☒ Ship To Same As Billing

FP66TT Track Trailable

Rotochopper Sourcewell Contract #030923-RTO
(2023 Pricing)

- This quotation is valid for 30 days from the date above. All taxes, levies, duties, or other governmental fees are the responsibility of the buyer.
- Two screens are required for operation.
- Unless otherwise noted, all prices are shown in US dollars (\$).
- Fuel surcharge may apply.
- Rotochopper Standard Terms and Conditions are incorporated herein by reference; they can be reviewed at <https://www.rotachopper.com/rotachopper-standard-terms-conditions-3/>

Quoted By: _____ Accepted By: _____ Date: _____



Form ST3, Certificate of Exemption

Purchaser: Complete this certificate and give it to the seller.

Seller: If this certificate is not completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked. This certificate remains in force as long as the purchaser continues making purchases or until otherwise cancelled by the purchaser.

☐ Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____

☐ If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name _____ Project description _____

Name of Purchaser

Rotochopper, Inc.

Business Address

217 West Street

City

St. Martin

State

MN

ZIP code

56376

Purchaser's Tax ID Number

9166379

State of Issue

MN

If no tax ID number,

Enter one of the following:

FEIN

Driver's license number/State issued ID number

State of Issue

Number

Name of seller from whom you are purchasing, leasing, or renting

City of Fayetteville

Seller's Address

113 West Mountain

City

Fayetteville

State

AR

ZIP code

72701

Type of Business

- ☐ 01 Accommodation and food services
- ☐ 02 Agricultural, forestry, fishing, hunting
- ☐ 03 Construction
- ☐ 04 Finance and insurance
- ☐ 05 Information, publishing and communications
- ☒ 06 Manufacturing
- ☐ 07 Mining
- ☐ 08 Real estate
- ☐ 09 Rental and leasing
- ☐ 10 Retail trade

- ☐ 11 Transportation and warehousing
- ☐ 12 Utilities
- ☐ 13 Wholesale trade
- ☐ 14 Business services
- ☐ 15 Professional services
- ☐ 16 Education and health-care services
- ☐ 17 Nonprofit organization
- ☐ 18 Government
- ☐ 19 Not a business (explain) _____
- ☐ 20 Other (explain) _____

Reason for Exemption (See Instructions)

- ☐ A Federal government (department) _____
- ☐ B Specific government exemption

- ☐ C Tribal government (name) _____
- ☐ D Foreign diplomat # _____
- ☐ E Charitable organization # _____
- ☐ F Educational organization # _____
- ☐ G Religious organization # _____
- ☐ H Resale
- ☒ I Qualifying capital equipment (see Instructions when equipment claimed is part of a construction project)

- ☐ J Agricultural production
- ☐ K Industrial production/manufacturing
- ☐ L Direct pay authorization
- ☐ M Multiple points of use (services, digital goods, or computer software delivered electronically)
- ☐ N Direct mail
- ☐ O Other (enter number from Instructions) _____
- ☐ P Percentage exemption
 - ☐ Advertising (enter percentage) _____ %
 - ☐ Utilities (enter percentage) _____ %
 - ☐ Electricity (enter percentage) _____ %

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of Authorized Purchaser

Print Name Here

Kerri Schramel

Title

CFO

Date

10/4/22



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: TENNANT COMPANY:

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2023 TENNANT S30 SWEEPER FROM STAPLES IN THE AMOUNT OF \$78,004.37, PLUS SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (101320-SCC), AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 9188 is a 2014 Tennant S30 sidewalk sweeper that has been in service since May of 2014. It has reached replacement with a current FASTER score of 15/15 points.

DISCUSSION:

In the latter half of this year unit 9188 has had increasing issues with the drivetrain and fuel system and has caused increased downtime for the Parking Division. This unit was due for replacement in 2020 but through preventative maintenance and care from the Fleet Division, we have been able to keep it running three years past its useful life. The estimated timeline for the replacement unit's delivery is 6 months from time of an approved purchase order.

BUDGET/STAFF IMPACT:

Due to inflation and manufacturer level price increases along with additional options on the replacement unit, a Budget adjustment is being submitted for your approval. This unit was presented at the November 14th Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), City of Fayetteville Trade S30 Quote 11.1.23 (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1218

TENNANT COMPANY:

A RESOLUTION TO APPROVE THE PURCHASE OF A 2023 TENNANT SWEEPER FROM STAPLES IN THE AMOUNT OF \$78,004.37, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Unit 9188, a 2014 Tennant S30 sidewalk sweeper has been in service since May of 2014 and has reached replacement with a current FASTER score of 15/15 points; and

WHEREAS, the unit was due for replacement in 2020, but the Fleet Division has been able to keep it running three years past its useful life.

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 2023 Tennant S30 Sweeper from Staples for the total amount of \$78,004.37, plus any applicable surcharges, freight charges, and delivery fees, pursuant to Sourcewell Cooperative Purchasing Contract #101320-SCC.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-1218

Item ID

12/5/2023

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

Ross Jackson

10/24/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2023 TENNANT S30 SWEEPER FROM STAPLES IN THE AMOUNT OF \$78,004.37, PLUS SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (101320-SCC), AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02080.2020

Other Vehicles and Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 877,592.00

Expenses (Actual+Encum)

\$ 189,709.78

Available Budget

\$ 687,882.22

Does item have a direct cost? Yes

Item Cost

\$ 78,004.37

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 35,100.00

Remaining Budget

\$ 644,977.85

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2023	/Org2		
	Requestor:	Ross Jackson	

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2023 TENNANT S30 SWEEPER FROM STAPLES IN THE AMOUNT OF \$78,004.37, PLUS SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (101320-SCC), AND TO APPROVE A BUDGET ADJUSTMENT.



Price Quote

CITY OF FAYETTEVILLE
1525 S HAPPY HALLOW ROAD
FAYETTEVILLE, AR 72701-7258
ATTN: ROSS JACKSON

Quote Date: 10/24/2023
Quote Valid: 12/31/2023

Quote is inclusive of all available Sourcewell contract 101320-SCC discounts and/or incentives. No other discounts or rebates will apply.

Line	PRODUCT DESCRIPTION	UOM	QTY	List Price	Ext Price
1	TENNANT S30 SWEEPER	EA	1	\$85,836.00	\$ 85,004.37 (includes freight \$1923.86)
	S30 Gas Sweeper, Add XP Trim, Productivity Package, Safety Light outdoor package, Dial Side brush with water shield, cab with climate control (AC/Heat), foam-filled rear tire, and winch hook, extended warranty and service manual.				*plus tax (if applicable)
1	Trade in on Existing S30 Sweeper to be picked up by Tennant	EA	1	\$ (7,000.00)	\$78,004.37
					Sourcewell savings: \$2782.22

Quoted By / Remit PO to:

Name Andrew Matz - Director Facility Solutions
Phone (617) 851-5673
Email andrew.matz@staples.com



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: STRAIGHT'S LAWN AND GARDEN INC.:

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (3) GRASSHOPPER 325D MOWERS FROM STRAIGHTS LAWN AND GARDEN INC. OF SPRINGDALE ARKANSAS IN THE AMOUNT OF \$49,653.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A OMNIA COOPERATIVE PURCHASING CONTRACT (22-6640).

BACKGROUND:

Units 5091, 5093 and 5094 are 2019 Kubota ZD1211R-60R mowers with current FASTER scores of 15/15 points.

DISCUSSION:

All three mowers are assigned to the Transportation Right of Way Division and they are beginning to have increased or costly repairs. Unit 5093 currently has been put out of service due to the repairs needed and Fleet recommends their replacement prior to next year's cutting season. Transportation has demo'ed the Grasshopper 325D and would like to move forward with the purchase of three of these units due to their successful use in some of the harder right of way areas the Kubota's were having trouble maintaining.

BUDGET/STAFF IMPACT:

All three units were up for replacement in 2023 and even with additional options included, come in under budget. This unit was presented at the November 14th Equipment Committee.

ATTACHMENTS: SRF (#3), Grasshopper 325D Quote (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1219

STRAIGHT'S LAWN AND GARDEN INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF THREE GRASSHOPPER MOWERS FROM STRAIGHT'S LAWN AND GARDEN, INC. IN THE TOTAL AMOUNT OF \$49,653.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES PURSUANT TO AN OMNIA COOPERATIVE PURCHASING CONTRACT

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 three grasshopper 325D Mowers from Straight's Lawn and Garden, Inc. for the total amount of \$49,653.00, plus any applicable surcharges, freight charges, and delivery fees, pursuant to OMNIA Cooperative Purchasing Contract 22-6640.

City of Fayetteville Staff Review Form

2023-1219

Item ID

12/5/2023

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

Ross Jackson

10/24/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (3) GRASSHOPPER 325D MOWERS FROM STRAIGHTS LAWN AND GARDEN INC. OF SPRINGDALE ARKANSAS IN THE AMOUNT OF \$49,653.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A OMNIA COOPERATIVE PURCHASING CONTRACT (22-6640).

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02083.2023

Tractors and Mowers

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 960,758.00

Expenses (Actual+Encum)

\$ 105,798.29

Available Budget

\$ 854,959.71

Does item have a direct cost? Yes

Item Cost

\$ 49,653.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 805,306.71

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Grasshopper QuikQuote #77005M02318

Quoted Oct 23, 2023

Vendor:

Moridge Mfg. Inc.
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

Contact:

Brent Dobson
bdobson@grasshoppermower.co
m

Quoted by

Straight's Lawn & Garden Inc
3218 N Thompson St
Springdale, AR 72764
P: (479) 751-2233

SANDY STRAIGHT

OWNER
E: shopstraights@yahoo.com
P: 479-751-2233 C: 479-841-
7784

Quoted for

CITY OF FAYETTEVILLE
ROSS JACKSON
P: 479-444-3494

OMNIA
P A R T N E R S
(U.S. Communities)

Contract ID: #22-6640

Contract Period: 05/15/2022-
05/14/2025

Configuration #1

Based on Quote #77005N02314

# Item	List (Qty 1)	Sale (Qty 1)	Sale Total
3 Model 325D (534157) 898cc MaxTorque? Diesel Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 61" cutting deck; luxury seat and shock-absorbing footrest	\$19,300.00	\$14,668.00	\$44,004.00
3 4X Rear Discharge Deck - 61" In lieu of standard 61" deck for 325D / 329-61. (534348)	\$350.00	\$297.50	\$892.50
3 Premier Suspension Seat (533580)	\$810.00	\$688.50	\$2,065.50
3 Bar Tread Tires - 24 x 12-12 (in lieu) (533519)	\$195.00	\$165.75	\$497.25
3 Foldable ROPS w/ Seatbelt (533551)	\$165.00	\$140.25	\$420.75
3 Worklight Kit - LED (503339)	\$150.00	\$127.50	\$382.50
Configuration #1 Subtotals:	\$20,970.00	\$16,087.50	\$48,262.50

List Total: \$62,910.00

Contract: \$48,262.50

Additional Pricing Adjustments

+ Freight \$600.00

Grand Total: \$48,862.50

Stipulation(s):

✓ Quote Expires in 60 days

✓ Additional Stipulations:

CITY OF FAYETTEVILLE & WASHINGTON CO
RECEIVES THE SALES TAX

#503218 + 459.00
3-50 lb. Weights
#503893 + 331.50
3-Weight Mt. Kit
Total \$49,653.00 + Tax

Approved by: _____

Signature: _____

Date: _____

P.O. # _____

Disclaimer: QuikQuote is a complementary tool available to authorized Grasshopper equipment dealers ("Dealer"). By using QuikQuote, Dealer assumes full responsibility for accuracy of all quotes, orders, hangtags and warranty registrations. All costs are based on applicable factory Manufacturer Suggested Retail Price ("MSRP"). Dealer is responsible for selecting applicable factory MSRP according to shipment date and/or invoice. Prices and programs are subject to change without notice before or after a quote is prepared. Freight is not included in MSRP. Whole Goods & Accessories will be invoiced based on MSRP at time of shipment. The Grasshopper Company, including its employees, vendors, agencies and/or representatives, is not responsible or liable for miscalculations or other errors (including, but not limited to: selected MSRPs, trade discounts, program discounts, financing fees, program credits, trade in allowances, freight charges, set up charges and sales taxes) made by Dealer or Dealer representatives while using QuikQuote. Contact the Grasshopper factory office or a Grasshopper factory sales representative if questions arise regarding pricing, programs and/or compatibility of available Kits and Accessories.



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: **Approval of Bid 23-35 Contract with Terra Firma Restorations for the Town Center Roof Restoration**

RECOMMENDATION:

Approval of Bid 23-35 Contract with Terra Firma Restorations for the Town Center Roof Restoration in the amount of \$303,490.00, which includes \$27,590.00 in owner contingency, and approval of a budget adjustment.

BACKGROUND:

In December 2022, Council passed resolution 275-22 that added a roof top solar array to the Town Center to the RFQ-20-06 contract with Johnson Controls Inc.

In December 2022, Council passed resolution 276-22 approving the City to enter into a repayment contract with A & P Commission for the Solar Array.

On March 2023, Council passed resolution 77-23 approving a new lease agreement with the Town Center that states major systems will be the responsibility of the City to repair or replace.

In April of 2023, Council passed resolution 80-23 approving RFQ#22-10 Contract with WER Architects for design and bid documents for the Town Center Roof.

DISCUSSION:

This roof coating system includes a 15 year warranty with the option to renew the warranty in 5 year increments.

BUDGET/STAFF IMPACT:

Funding from 2023 Sales Tax Capital Improvements fund.

ATTACHMENTS: SRF (#3), BA (#4), Bid 23-35, Contract (City Of Fayetteville) (#5), Bid 23-35, Appendix A - City Issued Bid (#6), Bid 23-35, Appendix B - Terra Firma's Bid Submittal (#7), Bid 23-35, Appendix C Bid Tab - Final (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1283

Approval of Bid 23-35 Contract with Terra Firma Restorations for the Town Center Roof Restoration

A RESOLUTION TO AWARD BID #23-35 AND AUTHORIZE A CONTRACT WITH TERRA FIRMA RESTORATIONS, LLC IN THE AMOUNT OF \$275,900.00 FOR THE TOWN CENTER ROOF RESTORATION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$27,590.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #23-35 and authorizes Mayor Jordan to sign a contract with Terra Firma Restorations, LLC in the amount of \$275,900.00 for the Town Center Roof Restoration, and further approves a project contingency in the amount of \$27,590.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-1283

Item ID

12/5/2023

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

Wade Abernathy

11/17/2023

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Bid 23-35 contract with Terra Firms Restorations for the Town Center Roof Restoration in the amount of \$303,490.00, which includes \$27,590.00 in owner contingency, and approval of a budget adjustment.

Budget Impact:

4470.140.8900-5315.00

Sales Tax Capital Improvements

Account Number

Fund

02046.2401

Building Improvements - Town Center Impr

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 967,492.00

Expenses (Actual+Encum)

\$ 198,019.42

Available Budget

\$ 769,472.58

Does item have a direct cost? Yes

Item Cost

\$ 303,490.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 303,490.00

Remaining Budget

\$ 769,472.58

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

Approval of Bid 23-35 contract with Terra Firms Restorations for the Town Center Roof Restoration in the amount of \$303,490.00, which includes \$27,590.00 in owner contingency, and approval of a budget adjustment.

COUNCIL DATE:

12/5/2023

ITEM ID#:

2023-1283

Holly Black
11/13/2023 12:02 PM

Budget DivisionDate

D - (City Council)

TYPE:

JOURNAL #:

GLDATE:

CHKD/POSTED:

/

RESOLUTION/ORDINANCE

v.20231113



THIS AGREEMENT is made this 11th day of November, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Terra Firma Restorations** (Vendor or Terra Firma).

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and **Terra Firma**, in consideration of their mutual covenants, agree as follows:

Work performed by **Terra Firma** shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. **Terra Firma** shall follow all federal, state, and local laws at all times.

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
 - i. **Terra Firma** Tax identification number (TIN) ending in 0968
 - ii. **Terra Firma** Arkansas Contractor License No. 0286900324
 - iii. **Terra Firma** Secretary of State Filing No. 811000660
- b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Bid package identified as **Bid 23-35, Construction – Town Center Roof Restoration** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
 - ii. **Appendix B:** **Terra Firma's** bid submittal
 - iii. **Appendix C:** Bid Tabulation
 - iv. **Appendix D:** **Terra Firma's** Certificate of Insurance
 - v. **Appendix E:** **Terra Firma's** 100% Performance and Payment Bonds
 1. **Appendix D and E** shall be submitted to the City within the timeframe identified in the bid documents or 10 (ten) calendar days.
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Terra Firma**.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) **Terra Firma's** Proposal (d) City's published bid and associated Addenda.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Vendor: Terra Firma Restorations, 13470 LC Hickman Rd., Centerton, AR 72719

4. General Provisions:

- i. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- ii. **Workmanship:** The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- iii. **MATERIALS FURNISHED BY OWNER OR OTHERS:** If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the vendor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the vendor shall be the responsibility of vendor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from vendor of defects, City and Design Professional shall promptly inform the City what action, if any, vendor shall take with regard to the defects.
- iv. **WORKSITE VISIT:** Vendor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- v. Vendor shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.
 - 1. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.
- vi. **COMPLIANCE WITH LAWS:** Vendor shall comply with all the Law at its own cost. Vendor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Vendor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
- vii. **COST OF CORRECTING DAMAGED OR DESTROYED WORK:** With regard to damage or loss attributable to the acts or omissions of City or Others and not to Vendor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Vendor incurs costs or is delayed due to such loss or damage, Vendor may seek an equitable adjustment in the

Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

- viii. Taxes and Permits: Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Vendor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
 - 1. Vendor shall pay applicable taxes and permit fees associated with the entire project.
- ix. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.
- x. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Vendor shall not unreasonably withhold consent to partial occupancy or use.
- xi. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.
- xii. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- xiii. Where figures are given, they shall be preferred to scaled dimensions.
- xiv. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Vendor shall perform the Work as though fully described on both. Vendor shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.
- xv. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, Vendor shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.
- xvi. DEBARMENT AND SUSPENSION: By execution of this agreement, Vendor certifies that to the best of its knowledge and belief that the Vendor and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Vendor understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$50,000.
6. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City.
- f. The "Vendor" is the person or entity identified in this contract and includes Vendor's Representative.
- g. "Day" means a calendar day unless otherwise specified.
- h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.
- i. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.
- j. "Final Completion" occurs on the date when Vendor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Vendor must comply that are enacted as of the Agreement date.

- n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of Vendor's employees in Vendor's principal and branch offices for work associated with this project.
- p. "Owner" is the City of Fayetteville, Arkansas (City).
- q. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- r. The "Parties" are collectively City and Vendor.
- s. The "Project," is the building, facility, or other improvements for which Vendor is to perform Work under this Agreement. It may also include construction by Owner or Others.
- t. The "Schedule of the Work" is the document prepared by Vendor that specifies the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.
- u. "Subcontractor" is a person or entity retained by Vendor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.
- w. A "Sub subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.
- x. A "Supplier" is a person or entity retained by Vendor to provide material or equipment for the Work.
- y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- z. "Work" means the construction services necessary or incidental to fulfill Vendor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- aa. "Worksite" means the area of the Project where the Work is to be performed.
- bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

- a. Before commencing the Work, Vendor shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Vendor, and any visible conditions at the Worksite affecting the Work.

- b. Should Vendor discover any errors, omissions, or inconsistencies in the Contract Documents, Vendor shall promptly report them to the City and Design Professional. Following receipt of written notice from Vendor of defects, City shall promptly inform Vendor what action, if any, Vendor shall take with regard to the defect.
- c. Nothing in this section shall relieve VENDOR of responsibility for its own errors, inconsistencies, or omissions.
- d. COST REPORTING: Vendor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Vendor shall maintain a complete set of all books and records prepared or used by Vendor with respect to the Project. City shall be afforded access to all of Vendor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Vendor shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

- a. Vendor warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Vendor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Vendor further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Vendor's warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Vendor's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. Vendor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Vendor's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Vendor shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work
 - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Vendor in writing. Unless City provides written acceptance of the condition, Vendor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Vendor or give Vendor an opportunity to test or correct Defective Work as reasonably requested by Vendor, City waives Vendor's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

- ii. If Vendor fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Vendor. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to City.
- iii. Vendor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Vendor and allow Vendor an opportunity to correct the Work if Vendor elects to do so. If Vendor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Vendor does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Vendor, City shall promptly provide Vendor with an accounting of the actual correction costs.
- iv. If Vendor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Vendor shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Vendor's other obligations under the Contract Documents.
- vi. Before final payment, at City option and with Vendor's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

- a. SAFETY PROGRAMS: Vendor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Vendor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. VENDOR'S SAFETY REPRESENTATIVE: Vendor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Vendor in writing to City, Vendor's project superintendent shall serve as its safety representative. Vendor shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Vendor is required to file an accident report with a public authority, Vendor shall furnish a copy of the report to City.
- c. Vendor shall provide City with copies of all notices required of Vendor by the Law. Vendor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
 - i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Vendor, or anyone for whose acts Vendor may be liable, shall be promptly remedied by Vendor.

- d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Vendor's safety program, may require Vendor to stop performance of the Work, take corrective measures satisfactory to City. If Vendor does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Vendor agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Vendor's compliance with City's reasonable request.

9. Subcontracts:

- a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Vendor agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.
- b. Vendor agrees not to subcontract Vendor at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

- a. **Terra Firma**, 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 23-35** as stated in **Terra Firma's** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 23-35**, all included herein as if spelled out word for word.
- b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of **\$303,490.00** US Dollars (\$275,900.00 total bid plus \$27,590.00 for an **owner** contingency).
- c. The City of Fayetteville shall pay **Terra Firma** for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.
- d. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval 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. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.
- e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.
- f. Not to exceed pricing shall include but not be limited to:
 - i. Labor wages directly employed by Vendor in performing of the Work.
 - ii. Salaries of Vendor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
 - iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Vendor's standard personnel policy, insofar as such costs are paid to employees of Vendor who are included in the Cost of the Work.

- iv. Transportation, travel, hotel, and moving expenses of Vendor's personnel incurred in connection with the Work.
 - v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.
 - vi. Payments made by Vendor to Subcontractors for work performed under this Agreement.
 - vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Vendor.
 - viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Vendor or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
 - ix. Cost of the premiums for all insurance and surety, performance or payment bonds which Vendor is required to procure or deems necessary and approved by City.
 - x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Vendor is liable.
 - xi. Permits, taxes, fees, licenses, tests, royalties.
 - xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
 - xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.
 - xiv. Water, power, and fuel costs necessary for the Work.
 - xv. Cost of removal of all nonhazardous substances, debris, and waste materials.
 - xvi. Costs incurred due to an emergency affecting the safety of persons or property.
 - xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Vendor's Fee, which are reasonably inferable from the Contract Documents.
- g. **STORED MATERIALS AND EQUIPMENT:** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Vendor of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.
- h. **FINAL PAYMENT:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **Terra Firma** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **Terra Firma** to be set forth therein.

- i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against **Terra Firma** or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, **Terra Firma** shall provide 100% **separate** performance and payment bonds (inclusive of any approved contingency) from a bonding company, licensed to do business in the state of Arkansas. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties.

- a. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

- a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not-to-exceed date. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.
- b. Time is of the essence with regard to the obligations of the Contract Documents.
- c. Unless instructed by City in writing, Vendor shall not knowingly commence the Work before the effective date of Vendor's required insurance and bonds and formal written and signed Purchase Order issued by the City of Fayetteville Purchasing Division.
- d. Schedule of Work: Before submitting its first application for payment, Vendor shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Vendor shall comply with the approved Schedule of the Work or Vendor.
 - i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Vendor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Vendor consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, Vendor may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If Vendor requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, Vendor shall give City written notice of the claim. If Vendor causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

13. Substantial Completion:

- a. Vendor shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Vendor shall promptly and accurately complete all items on the list.

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- b. When Substantial Completion of the Work or a designated portion is achieved, Vendor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Vendor to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Vendor the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Vendor in a mutually agreed upon timeframe.

14. Final Completion:

- a. Upon notification from Vendor that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- b. When the Work is complete, Vendor shall prepare for City's written acceptance a final application for payment stating that to the best of Vendor's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- c. Final payment shall be made to Vendor within thirty (30) Days after Vendor has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- d. Final payment shall be due on Vendor's submission of the following to the City:
 - i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;
 - ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - iii. release of any liens, conditioned on final payment being received;
 - iv. consent of any surety; and
 - v. any outstanding known and unreported accidents or injuries experienced by Vendor or its Subcontractors at the Worksite.
- e. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Vendor. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Vendor shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.

- f. ACCEPTANCE OF FINAL PAYMENT: Unless Vendor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- g. **Terra Firma** shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:
 - i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (_____ name of surety _____).'*
 - ii. **Terra Firma** shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

16. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

17. Venue: Venue for all legal disputes shall be Washington County, Arkansas.

18. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing 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 VENDOR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

19. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

20. Insurance:

- a. Before starting the Work and as a condition precedent to payment, Vendor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Vendor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Vendor's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in **Appendix D**.
- b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
- c. Vendor shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Vendor fails to obtain or

maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Vendor or terminate this Agreement.

- d. To the extent commercially available to Vendor from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Vendor shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Vendor shall give City prompt written notice upon actual or constructive knowledge of such condition.
- e. Certificates of Insurance shall list the City as Additional Insured Parties.
- f. PROPERTY INSURANCE:
 - i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.
 - ii. Unless otherwise directed in writing by City, before starting the Work, **Terra Firma** shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Vendor, Subcontractors, Sub subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and **not** exclude:
 - 1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Vendor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;
 - 2. damage resulting from defective design, workmanship, or material;
 - 3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;
 - 4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;
 - 5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
 - 6. physical loss resulting from Terrorism.
 - iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible

amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

- iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Vendor before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.
- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
 - 1. To the extent of the limits of Vendor's Commercial General Liability Insurance, Vendor shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Vendor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Vendor to purchase and maintain additional liability coverage. Vendor shall provide:
 - i. Additional Insured. City shall be named as an additional insured on Vendor's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Vendor, or those acting on Vendor's behalf, in the performance of Vendor's work for Owner at the Worksite. The insurance of the Vendor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.
 - ii. OCP. Vendor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

- i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by VENDOR. Before commencing the Work, Vendor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Vendor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Vendor and incorporated in the Work. Vendor shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- j. PROFESSIONAL LIABILITY INSURANCE: To the extent Vendor is required to procure design services, Vendor shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Vendor's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. Vendor's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

22. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of Terra Firma:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist Terra Firma by placing at Terra Firma's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist Terra Firma in obtaining access to property reasonably necessary for Terra Firma to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by Terra Firma and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to Terra Firma in a timely manner.
 - vi. The City of Fayetteville Facilities Director is the project representatives with respect to the services to be performed under this Agreement. The Facilities Director Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

23. Cost Opinions and Projections: Cost opinions and projections prepared by the Terra Firma relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost

estimating, and operating results are based on **Terra Firma** experience, qualifications, and judgment as a **Terra Firma** professional.

24. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **Terra Firma** shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

25. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **Terra Firma** is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to **Terra Firma** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Terra Firma's** default.
- d. If termination for default is affected by **Terra Firma**, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **Terra Firma** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Terra Firma** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs above, **Terra Firma** shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **Terra Firma** in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

- g. If, after termination for failure of **Terra Firma** to fulfill contractual obligations, it is determined that **Terra Firma** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

26. Delays

- a. In the event the services of **Terra Firma** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond **Terra Firma's** reasonable control, **Terra Firma** shall be entitled to additional compensation and time for reasonable documented costs incurred by **Terra Firma** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Terra Firma**, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits

- a. **Terra Firma** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

28. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Terra Firma** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **Terra Firma** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Terra Firma** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Terra Firma** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **Terra Firma**, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

29. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to **Terra Firma** for services rendered by **Terra Firma**. All parties agree if funding should become insufficient to complete the project, VENDOR shall be notified in a timely manner.

30. Publications:

- a. Recognizing the importance of professional services on the part of **Terra Firma's** employees and the importance of **Terra Firma's** public relations, **Terra Firma** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Terra Firma's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **Terra Firma**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Terra Firma's** activities pertaining to any such publication shall be for VENDOR's account.

31. Indemnification:

- a. The CITY requires the **Terra Firma** to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the **Terra Firma**, or their employees, agents, Subcontractors, sub consultant and Suppliers of the **Terra Firma**.

32. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **Terra Firma** may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **Terra Firma** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **Terra Firma** has been compensated for all Services rendered, provided, however, that Vendor shall have the unrestricted right to their use. **Terra Firma** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **Terra Firma**.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Terra Firma** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

33. Additional Responsibilities of Terra Firma:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Terra Firma** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- b. **Terra Firma** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Terra Firma's** negligent performance, except beyond the **Terra Firma's** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **Terra Firma's** obligations under this clause are in addition to Vendor's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Terra Firma** for faulty materials, equipment, or work.

34. Audit and Access to Records:

- a. **Terra Firma** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **Terra Firma** shall also maintain the financial information and data used by **Terra Firma** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **Terra Firma** will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Terra Firma**;
 - 2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

35. Covenant Against Contingent Fees:

- a. **Terra Firma** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **Terra Firma** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to

deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

36. Gratuities:

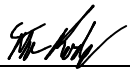
- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Terra Firma** or any of **Terra Firma** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Terra Firma** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **Terra Firma** as it could pursue in the event of a breach of the Agreement by **Terra Firma**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **Terra Firma** incurs in providing any such gratuities to any such officer or employee.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **TERRA FIRMA RESTORATIONS** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

TERRA FIRMA RESTORATIONS

By: _____
Lioneld Jordan, Mayor

By:  _____
Tyler Kerley, Manager of Operations

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: **11/10/2023**



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Purchasing Division – Room 306

113 W. Mountain

Fayetteville, AR 72701

Phone: 479.575.8258

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 23-35, Construction – Town Center Roof Restoration

DEADLINE: THURSDAY, OCTOBER 12, 2023 before 2:00 PM, Local Time

PRE-BID MEETING: Thursday, September 28, 2023 at 2:00 PM in Room #111 of City Hall

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE & ADVERTISEMENT: 09/17/2023 & 09/26/2023

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

NOTICE TO ALL BIDDERS:

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

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

FILE #00: REQUIRED SIGNATURE FORMS – 4 Total Pages

FILE #01: PROJECT MANUAL – 70 Total Pages

FILE #02: PLANS – 6 Plan Sheets

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

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

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

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Bid 23-35, Construction - Town Center
Appendix A
Roof Restoration
City Issued Bid



Project Check List

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

☐

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

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

☐

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

☐

All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☐

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

☐

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

☐

Additional Information Required:

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

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Bid 23-35, Construction - Town Center
Appendix A
Roof Restoration
City Issued Bid

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-35, Construction – Town Center Roof Restoration

The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction and restoration of the existing modified bitumen roofing system at the Fayetteville Town Center. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

A non-mandatory Pre-Bid meeting will be held **Thursday, September 28, 2023 at 2:00 PM**, in Room #111 of Fayetteville City Hall. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, October 12, 2023 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Purchasing Division. All bids shall be received prior to the bid deadline. Late or misdirected bids shall not be accepted. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment.

Each bid exceeding \$50,000 shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond for five (5) percent of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. A one hundred percent (100%) performance bond and separate payment bond is required with the contract awarded. A State of Arkansas Contractor's License is required for all bids exceeding \$50,000 and license shall be valid at the time of bid deadline. Any vendor performing a service shall be registered with the Arkansas Secretary of State.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

City of Fayetteville
By: Amanda Beilfuss
City Sr. Purchasing Agent
P: 479.575.8220 Email: abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 09.17.23 & 09.24.23
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$XXX.XX.



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BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

SECTION 01

INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

- 1.1. Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- 1.5 Local Time - Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division and shall constitute all the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications, and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Project Manager of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Project Manager by City of Fayetteville's of such underground facilities or others, and City of Fayetteville and Project Manager do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 3.8 Mobilization shall not exceed 5% of bid.

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

- 3.9 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.
- 3.10 Open burning and blasting are not allowed on City projects.
- 3.11 Contractor is responsible for obtaining all applicable permits; however, fees for City-issued permits shall be waived.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Project Manager not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Project Manager.
- 5.4 Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 Estimated quantities are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

INSTRUCTIONS TO BIDDERS

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

PART SEVEN - UNIT PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.3 Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.4 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.
- 8.5 All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax-exempt entity.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- 9.2 All names must be typed or printed in black ink below the signature.
- 9.3 The address and telephone number for communications regarding the Bid must be shown.
- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.
- 9.6 Arkansas Contractor's License shall be valid at time of bid.
- 9.7 Vendor shall not be debarred from doing business with any government entity.

PART TEN - BID BOND

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement for Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES

- 1. After contract award, the Contractor will provide the City with a 100% performance bond and a separate payment bond, as required in the contract.
- 2. Upon the City receiving and accepting the 100% Performance and Payment Bonds, the City will issue a Purchase Order along with a Notice of Award (NOA).
 - a. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time.
- 3. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

4. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.
 5. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.
-
- 11.2 After the Notice of Award has been issued, Contractor shall furnish two original surety performance bonds and payment bonds, equal to one hundred percent of the contract price.
 - 11.3 If Required -- Contractor shall include provisions in the bonds which will guarantee the faithful performance of the prevailing hourly wage clause as required by the Arkansas Prevailing Wage Law, Arkansas Code Annotated § 22-9-308(d).
 - 11.4 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
 - 11.5 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
 - 11.6 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
 - 11.7 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached. The performance and payment bond shall be furnished to the City of Fayetteville accompanied by a receipt stamped by the Washington County Circuit Clerk's Office. Before any work is performed under this contract, the bond shall be filed with the clerk of the circuit court of Washington County, Arkansas and accepted by the City of Fayetteville Project Manager.
 - 11.8 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE – INSURANCE REQUIREMENTS

- 12.1 The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

INSTRUCTIONS TO BIDDERS

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

- 12.2 This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

PART THIRTEEN - CONTRACT TIME

- 13.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.
- 13.2 Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without City of Fayetteville's written consent.

PART FOURTEEN - LIQUIDATED DAMAGES

- 14.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FIFTEEN – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 15.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART SIXTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 16.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size, and specification as to what has been specified, will be acceptable for consideration. All requests for approved equals shall be submitted by e-mail. Such request to obtain a pre-approved equal shall be made in writing to Amanda Beilfuss, Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov. The Sr. Purchasing Agent will forward any such requests to the responsible City Department for review. Approval of all submittals will be made only by Addendum to all holders of Bidding Documents by the City of Fayetteville Purchasing Division.

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Project Manager's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.
- 17.2 CERTIFICATION OF FUNDS:
Notice: bidders are required to provide pricing for all line items. Failure to provide deductive alternate pricing can result in bid rejection. The City intends to award this contract to the lowest qualified responsive responsible bidder based on the lump sum bid as long as such bid falls within the amount of funds certified for the project, plus 25%.
1. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order until bids can be compared within the amount certified, plus 25%. In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected.
 2. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five percent (25%) of the certification of funds.
- 17.3 DEDUCTIVE ALTERNATE:
This bid includes one (1) deductive alternate. Bidders shall submit fair, marketable representation for bid pricing for all deductive alternates. Failure to submit fair, marketable representation pricing for deductive alternates can result in rejection of bid at the discretion of the City. If deductive alternates are utilized, they shall be taken in order.
1. DEDUCTIVE ALTERNATE 1 – In lieu of the fluid applied roofing system, provide a fleece back TPO overlay fully adhered to the existing roof membrane (Section 07 0150.75).

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

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- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. A bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1 The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established 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/Architect shall determine, or The City of Fayetteville may withhold, in accordance with the General Requirements.
 2. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer/Architect, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer/Architect, The City of Fayetteville on recommendation of Engineer/Architect, 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.
 3. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the General Requirements.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

- 26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

- 27.1 Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid:
1. Americans with Disabilities Act
 2. Storm water discharge regulations enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
 3. If Required -- Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder. (See Section 01 41 13 - Regulatory Requirements for PREVAILING WAGE DETERMINATION for this project.)
 4. Bidder shall perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

END OF SECTION 01

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

SECTION 02

BID FORM

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____ AR CONTRACTORS LICENSE #: _____

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Total Completion Time and Liquidated Damages Including Alternative: Substantial completion shall be **30 consecutive calendar days** from the date established in a written notice to proceed. Final completion shall be 15 days after substantial completion. The bidder must agree also to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid opening.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

Bid 23-35, Construction – Town Center Roof Restoration

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>
MECHANICAL:		
PLUMBING:		
ELECTRICAL:		
ROOFING AND SHEET METAL:		
Other (designate)		

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \$_____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

Section 03

CONTRACTOR REFERENCES

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

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME _____

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

1. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

3. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

2. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

4. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

CONTRACTOR REFERENCES

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

SECTION 04

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

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

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

Signed and sealed this _____ day of _____ 20____.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

END OF SECTION 04

BID BOND

SECTION 05

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 Oblige, hereinafter called Owner, in the amount of \$ _____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20_____, entered into a contract with Owner for **BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

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

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

- A. Complete the Contract in accordance with its terms and conditions, or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

Signed and sealed this _____ day of _____, 20____.

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

Approved as to Form:

Attorney for _____

SECTION 06

LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with the Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \$ _____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

- B. The above-named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.
 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 20____.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

Approved as to Form:

Attorney for _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT MANUAL

FOR

FAYETTEVILLE TOWN CENTER ROOF RESTORATION

C 0000 00 F 0000000000, A 00000000

09 13 2023

FOR CONSTRUCTION

Architect

WER NORTHWEST ARKANSAS, PLLC
112 W. CENTER ST, SUITE 410
FAYETTEVILLE, ARKANSAS 72701
(479) 966.4477 OFFICE

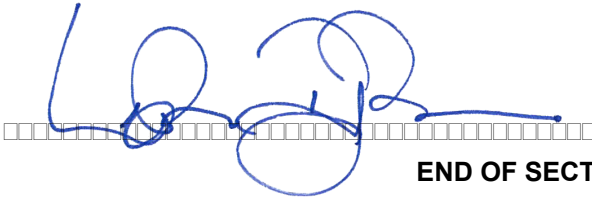
ARCHITECT'S PROJECT NUMBER
FAYONC22.00
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SECTION 00 0105
CERTIFICATIONS PAGE

ARCHITECT

I HEREBY CERTIFY THAT THIS PROJECT MANUAL WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF ARKANSAS.

NAME



DATE

09 13 23

REG. NO C 44

END OF SECTION

Bid 23-35, Construction - Town Center
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01 2000 - Price and Payment Procedures
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DIVISION 02 EXISTING CONDITIONS

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DIVISION 03 CONCRETE (NOT USED)

DIVISION 04 MASONRY (NOT USED)

DIVISION 05 METALS (NOT USED)

DIVISION 06 WOOD, PLASTICS, AND COMPOSITES (NOT USED)

DIVISION 07 THERMAL AND MOISTURE PROTECTION (NOT USED)

07 0150.74 - Rehabilitation Of Modified Bitumen Roof Membrane Via Liquid Applied Roof
System (Base Bid)

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END OF SECTION

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**SECTION 00 6325
SUBSTITUTION REQUEST FORM**

(PRE BID) SEND TO
AMANDA BEILFUSS
SR. PURCHASING AGENT
CITY OF FAYETTEVILLE
113 W. MOUNTIAN STREET
FAYETTEVILLE, AR 72701
PHONE 479 575 8220

(POST BID) SEND TO
BEN CRUCE
PROJECT ARCHITECT
WER ARCHITECTS
112 W. CENTER STREET, SUITE 410
FAYETTEVILLE, AR 72701
PHONE 479 966 4477

SECTION PARAGRAPH SPECIFIED ITEM
PROPOSED SUBSTITUTE

ATTACH, COMPLETE DESCRIPTION, DESIGNATION, CATALOG OR MODEL NUMBER, SPEC DATA SHEET, AND OTHER TECHNICAL DATA, INCLUDING LABORATORY TESTS IF APPLICABLE.

ANSWER THE FOLLOWING QUESTIONS

WILL SUBSTITUTION AFFECT DIMENSIONS INDICATED ON DRAWINGS IS THE SIZE DIFFERENT
PHYSICAL SIZE

WILL SUBSTITUTION AFFECT WIRING, PIPING, DUCTWORK, ETC. INDICATED ON DRAWINGS
THIS INCLUDES LOWER OR HIGHER ELECTRICAL LOAD AND OR VOLTAGE DIFFERENT BTU
HEAT LOAD AND OR OR VENTING REQUIRED CLEARANCES, ETC.

WHAT AFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES

LIST ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM

IF NECESSARY, WILL THE UNDERSIGNED PAY FOR ARCHITECTS ENGINEER S COSTS,
REQUIRED TO REVISE WORKING DRAWINGS, THAT ARE CAUSED BY SUBSTITUTION

MANUFACTURER'S WARRANTY OF PROPOSED ITEMS ARE ☐ SAME ☐ DIFFERENT

PROPOSED COST SAVINGS USING SUBSTITUTION PRODUCT

REVIEW COMMENTS

☐ APPROVED

☐ APPROVED AS NOTED (SEE ATTACHED EXPLANATION)

☐ NOT APPROVED REJECTED

☐ REJECTED RECEIVED TOO LATE NOT REVIEWED

REMARKS REVIEWED BY

SUBMITTED BY

FIRM

ADDRESS

SIGNATURE

DATE

PHONE EMAIL

END OF SECTION

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**SECTION 01 1000
SUMMARY**

PART 1 GENERAL V.22

1.01 PROJECT

- A. Project Name: Fayetteville Town Center Roof Restoration.
- B. Owner's Name: City of Fayetteville, Arkansas.
- C. Architect's Name: WER Architects.
- D. The Project consists of the restoration of the existing modified bitumen roofing system at the Fayetteville Town Center..

1.02 CONTRACT DESCRIPTION

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.
- B. Scope of alterations work is indicated on drawings.

1.04 WORK BY OWNER

- A. The Owner, without sacrificing their right to do so, does not plan to undertake significant work with their own forces within the construction site prior to Substantial Completion.
- B. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion.
- C. Items and equipment noted to be Contractor Furnished and Contractor Installed is to be purchased new by the Contractor and all cost associated with the handling, installation and connection should be included turn-key in the project. All items and equipment noted to be Contractor Installed shall be coordinated with provider and the Contractor shall include all costs for handling, installation and connection in the project.
- D. Cooperate fully with the Owner's own forces or separate contractors, if any, so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- C. Do not unreasonably encumber site with materials or equipment. Confine stockpiling of materials to areas authorized by Owner.
- D. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

- E. Workers on the jobsite are to be reminded that adjunct areas are occupied and in use on the campus. **W**orkers are to be reminded that adjunct areas are occupied and in use on the campus. **A**djunct areas are occupied and in use on the campus.
- F. Existing building spaces may not be used for storage.
- G. Time Restrictions:
 - 1. Limit conduct of especially noisy exterior work to the hours of 7:00 am through 4:00 pm.
- H. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G-702 Application and Certificate for Payment.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and three hard-copies of each Application for Payment.

1.04 MODIFICATION PROCEDURES

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Restoration

Price and Payment Procedures

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- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 15 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
- E. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide the following data:
 - a. quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

**SECTION 01 2200
UNIT PRICES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius.
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- I. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- J. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Architect prior to starting work.
- K. Contractor's Engineer Responsibilities: Sign surveyor's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.

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Restoration

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Unit Prices

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4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected Products.
7. Products placed and concealed prior to assessment of quantity or volume.

1.06 SCHEDULE OF UNIT PRICES

- A. Cost per square foot for removal and replacement of polyiso roof insulation.
- B. Cost for removal and replacement of roof drain assembly.
- C. Cost per lineal foot for removal and replacement of parapet copings.
- D. Cost per lineal foot for removal and replacement of parapet coping nailers.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

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Appendix A
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**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 6325 - Substitution Request Form: Required form for substitution requests made prior to or after award of contract (During procurement or construction).
- B. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. General Clarification: Where a definite material is specified it is not the intent to discriminate against any equal product from another manufacturer. It is the intent to set a definite standard. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when requested by Architect. No substitution shall be made unless authorized in writing by the Architect. If the Contractor proposes to substitute an equal product, he shall make this fact known, in writing, to the Architect as soon as possible after the award of the contract.
- B. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system including aesthetics of physical properties such as available colors, patterns and textures.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 1. Forms included in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.
 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 1. Submit substitution requests by completing the form in Section 006325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable. Substitutions before award of contract must be submitted the City of Fayetteville Purchasing Division.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 1. Submit substitution requests by completing the form in Section 00 6325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable. substitutions after award of contract shall be submitted to the architect.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Substitutions will not be considered under one or more of the following circumstances:
 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.
 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Substitutions submitted before award of contract will be accepted or rejected via addendum.
 1. Architect's decision following review of proposed substitution will be noted on the submitted form to be included in the addendum.
- C. Substitutions submitted after award of contract, Architect will notify Contractor in writing of decision to accept or reject request.
 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be recorded into submittal and any required changes to the Construction Documents will be incorporated into the work by issuance of Change Order, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Electronic document submittals.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Change Order requirements.
- G. Contractor Liability requirements.
- H. Coordination drawings.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.

1.03 PROJECT COORDINATION

- A. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for construction delivery access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- F. Make the following types of submittals to Architect:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTALS

- A. Any documents transmitted for purposes of administration of the contract will be in electronic (PDF) format and transmitted via an Internet-based e-mail service.
 - 1. In addition to submittals for review, information, and closeout, this procedure will apply to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, proposal requests, change orders), applications for

- payment, field reports and meeting minutes, and any other document the Contractor or Architect wish to make part of the project electronic record.
2. Contractor and Architect will use conventional e-mail for this service, subject to the limitations of the service provider (file size).
 3. It is the Contractor's responsibility to submit documents in PDF format via file attachment to e-mail directed to ABC Architect. Addressee will be determined at the pre-construction conference. Documents shall be reviewed and stamped by the contractor prior to submission. PDF documents without contractors stamp, signature and/or initials, date will not be reviewed. Each scan or PDF copy, especially large format documents or drawings, shall be individually stamped, if transmitted as individual files. Assembled documents in a single file need only be stamped once.
 4. Subcontractors, suppliers, and Architect's consultants are required to use the e-mail transmission of review documents, and provide copies directed to the Architect and Contractor.
 5. Users of the electronic document submission process shall provide an email address and Internet access. PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), is encouraged, unless scan to PDF file capability is provided by the document generator / provider.
 6. Paper documents transmittals of electronic submissions will not be reviewed; emailed PDF documents without transmittal letters / forms from the contractor will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to physical samples or color selection charts.
- B. Cost: The cost of the electronic document submittal(s) is to be paid by Contractor; include the cost of the submittals in the contract sum.
- C. Project Closeout: Architect will determine which project electronic document files shall be archived for the Owner. The contractor shall provide these documents electronically and physical components as part of the close out document submission.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect.
 3. Contractor.
- C. Agenda:
 1. Distribution of Contract Documents.
 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 3. Designation of personnel representing the parties to Contract, the Owner and Architect.
 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 5. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's Superintendent.

5. Major Subcontractors.
- C. Agenda:
 1. Use of premises by Owner and Contractor.
 2. Owner's requirements .
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Security and housekeeping procedures.
 6. Schedules.
 7. Application for payment procedures.
 8. Procedures for testing.
 9. Procedures for maintaining record documents.
 10. Requirements for start-up of equipment.
 11. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE SEE SECTION 01 3216

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.06 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.07 DIGITAL DOCUMENT FILES AND RELEASES

- A. BIM Models: Projects are created by Architect and Engineers using Building Information Modelling software and not all projects will have these files available for Contractor's use. The final model is a composite of multiple models that will require separate models from consultants. Contact Architect and Engineers for specific availability and cost.
- B. AutoCAD files: Do not exist for architectural plans. Architect has capability to generate AutoCAD files that resemble the sheets as seen in the Construction Documents as well as generate entire floor plans of the building. This service can be provided at a cost to the Contractor per sheet/floor plan desired. See end of section for Digital Release form.
- C. Portable Digital Format (PDF): PDF of issued drawings can be provided to Contractor at no cost. Contact Architect for availability.
- D. Other documents: Contractor will have to directly contact consultants for trade specific files, such as AutoCAD files for topographical layout, etc.

3.08 REQUESTS FOR CHANGE ORDERS

- A. In order to facilitate checking of quotations for extras or credits, all proposals, except for those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

3.09 CONTRACTOR LIABILITY REQUIREMENTS

- A. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect Engineer and the Architect Engineer's consultants as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Architect / Engineer, Engineer, and their respective Consultants are responsible for their own Professional Liability coverage.

3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
 - 5. Delegated Design Deferred submittals.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.

- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Information: Submit one electronic copy.
- C. Documents for Project Closeout: Make electronic reproductions of submittal files originally reviewed. Include electronic files of any submittals for information. All hard copies of Operational Manuals included with products and equipment should be collected and retained for close out documentation.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates required for jobsite use verification.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated. Digital documentation of approved samples will be provided.

3.14 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form and Contractors transmittal form. Transmittal shall be numbered sequentially and revised submittals should include original number and a sequential alphabetic suffix. Transmittal shall include list of each specification section or sections that are included in the submittal contents. Send transmitted submittal as one complete PDF; multiple files will not be reviewed and will need to be reassembled by Contractor.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Deliver physical submittals to Architect at business address. In some instances, larger physical samples can be coordinated to be delivered to the construction site, typically for use in a mock-up.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items. Transmit higher priority submittals first and provide date for anticipated return of submittal.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. When large quantities of submittals are transmitted in a short time frame, review time may take longer. Mark high priority submittals on transmittal to notify / assist in an expedited review.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work. Any proposed change or deviation from Contract Document plans or specifications must be clearly noted and easily identifiable on the submittal. Any change must be identified and specifically requesting approval of proposed deviation by Architect or Engineer of Record. Failure to follow this requirement results in submitted deviation bearing the complete responsibility of the contractor.
- H. Comments made in submittals by Architect or Engineer that change contract costs need to be submitted to Architect as a Potential Change Order for Claims for review and approval by

Owner prior to the change to project scope. Failure to follow this requirement, whether a cost savings or cost increase, results in the submitted cost change bearing the complete responsibility of the providing contractor.

- I. Provide space for Contractor and Architect review stamps. Submittals must be reviewed and stamped by Contractor, unstamped submittals will not be reviewed and will be returned.
- J. Submittals to be as complete, comprehensive and accurate as possible. Include all components requested to be reviewed in Submittal section 1.03 of the specifications. Do not split up a single specification section into multiple submittals (ie product data, samples, shop drawings, etc.). Avoid grouping unrelated specifications sections together in a submittal.
- K. Each submittals will only be reviewed two times; once for original review and then a second time for a potential revised submittal. Any further additional reviews must include General Contractor's explanation for their inability to conform with requirements. Additional reviews beyond aforementioned may have costs associated to complete additional reviews.
- L. When revised for resubmission, identify all changes made since previous submission. Cloud all changes and revised details / notes. Address all comments and/or questions posed in previous submission; lack of addressing all previous review comments are grounds for rejections of submittal. Include previous reviewed submittal pages after the last page of the new submittal information.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

A. At your request, Witsell Evans Rasco, P.A. (WER) will provide electronic files for your convenience and use in the preparation of a bid or shop drawings related to Project: _____ subject to the following terms and conditions.

B. WER's electronic files are compatible with AutoCad as a dwg. file. WER makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

C. Data contained on these electronic files is part of WER's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of bids or shop drawings for the referenced project. Any other use or reuse by you or by others, will be at your sole risk and without liability or legal exposure to WER. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WER, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.

D. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless WER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.

E. **T**_____ Differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. WER makes no presentation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed contract documents prepared by WER and electronic files, the signed contract documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

F. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, WER reserves the right to remove all indications of its ownership and/or involvement from each electronic display.

G. WER will furnish you electronic files at a cost of **150.00** per building floor or sheet, for the following:

- 1.
- 2.
- 3.

A service fee of () shall be remitted to WER prior to delivery of the electronic files.

H. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by WER and WER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WER be liable for any loss of profit or any consequential damages.

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ADDRESS PHONE NUMBER

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**SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. Within 10 days after joint review, submit complete schedule.

1.03 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches. Provide electronic file(s) in PDF format.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Provide sub-schedules to define critical portions of the entire schedule.
- D. Include conferences and meetings in schedule.
- E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- G. Indicate delivery dates for owner-furnished products.
- H. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities. Revised schedules should show original baseline start and finish dates for activities in comparison with actual work started and completed.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Provide and pay for all lighting, heating and cooling, and ventilation required for construction purposes.
- C. Existing facilities may not be used.
- D. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Provide telephone, cellular phone, and high-speed internet connection to jobsite.
- C. Provide on jobsite capacity of viewing and printing out physical copies of electronic versions of construction documents, submittals, RFIs, ASI, etc.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
- B. Used material may be used for construction fence. Provide duplicate keys of any gate lock to Owner. Contractor to be responsible for maintenance of fence for duration of project.

1.07 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction as detailed by Architect.
- B. Erect on site at location established by Architect.
- C. Project Identification Signs:
 1. One painted sign, 64 square feet area, bottom 3 feet above ground.
 2. Content:
 - a. Project title, logo and name of Owner as indicated on Contract Documents.
 - b. Names and titles of authorities.
 - c. Names and titles of Architect/Engineer.
 - d. Name of Prime Contractor.
 3. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer.
- D. Sign Materials:
 1. Structure and Framing: New wood, structurally adequate.
 2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4-inch thick, standard large sizes to minimize joints.
 3. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
 4. Lettering: Exterior quality paint, contrasting colors as selected.
- E. Installation:
 1. Install project identification signs within 15 days after date fixed by Notice to Proceed.
 2. Erect at location directed by the Architect.
 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 4. Install signs surface plumb and level, with butt joints. Anchor securely.
 5. Paint exposed surfaces of signs, supports, and framing.
- F. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
- G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore the area.
- H. No other signs are allowed without Owner permission except those required by law.

1.11 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.

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Temporary Facilities and Controls

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- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

Bid 23-35, Construction - Town Center
Appendix A
Roof Restoration
City Issued Bid

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, manufacturer warranties and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made of wood from newly cut old growth timber.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions.
 - 2. If wet-applied, have lower VOC content.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 4. Have longer documented life span under normal use.

5. Result in less construction waste.
6. Are made of recycled materials.
7. Are Cradle-to-Cradle Certified.
8. Have a published GreenScreen Chemical Hazard Analysis.

D. Provide interchangeable components of the same manufacture for components being replaced.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

2.05 WARRANTY

- A. For all products, where no specific extended warranty period has been identified, provide no less than manufacturer's standard warranty for product line for quality grade specified.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 OWNER SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 1. Review Owner reviewed shop drawings, product data, and samples. Notify Owner and Architect immediately if supplied product affects installed final work.
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 3. Handle, store, install and finish products.
 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, and selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State of Arkansas and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

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- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 1. Review conditions of examination, preparation and installation procedures.
 2. Review coordination with related work.

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- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, and ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access

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- or provide access panel.
- 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
- 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
- 4. Verify that abandoned services serve only abandoned facilities.
- 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site, dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion. When each item is completed, have each item initialled by Project Superintendent and dated when completed. Include in project closeout documentation.

END OF SECTION

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Project Completion Documents.
- B. Project Record Documents.
- C. Operation and Maintenance Manuals.
- D. Warranties and bonds.

1.02 SUBMITTALS

- A. Close Out Document Manuals: All information to be scanned to digital format and submitted to Architect. Retain all hard copies for one complete set for the Owner. Submit complete sets of the following:
 - 1. Project Completion Documents:
 - 2. Project Record Documents:
 - 3. Operation and Maintenance Manuals:
- B. Final Application for Payment: Submit fully executed

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

3.01 PROJECT COMPLETION DOCUMENTS

- A. Project Directory: Include list of all Contractors, Owner, Architects, Engineers, Subcontractor and prime material suppliers. List to include trade involved, primary contact name, phone number, mailing address and email address.
- B. Waiver of Liens: Provide for all trades and prime material suppliers.
- C. Warranties: Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment. Warranty begins on the date of acceptance
 - 1. Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment.
 - 2. Warranties begin on the Date of Substantial Completion, unless delayed or specifically excluded.
 - 3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, the listing date of acceptance is the beginning of the warranty period.
 - 4. Verify that documents are in proper form, contain full information, and are notarized.
 - 5. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- D. Certificate of Substantial Completion: Provide fully executed form with punch list attached.
- E. Contractor's Punch List: Provide completed list of items requiring completion or correction. Include any attachments for revisions provided by Architect and/or Engineer. Punch list should be noted that all items were corrected and completed with trade responsible identified.
- F. Certificate of Occupancy: Provide form as issued for authority having jurisdiction.
- G. Consent of Surety: Provide fully executed surety letter when project has associated bonds provided by contractor.

3.02 PROJECT RECORD DOCUMENTS

- A. Record Drawings : Legibly mark construction drawings with each item to record actual construction including the following:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
 6. Changes made by Addenda and Change Orders.
 7. Record information concurrent with construction progress.
- B. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda, Change Orders and other modifications.
- C. Addenda: Insure all addenda items have been includes and posted to record documents.
- D. Change Orders: Include all executed Change Orders, Allowance purchases and other modifications to the contract.
- E. Submittals, Shop Drawings, Product Data and Samples:
1. Shop Drawings: Include records of manufacturer's instruction for assembly, installation and adjusting.
 2. Product Data: Include list of all products and model number provided.
 3. Samples: Include material samples of all selected interior finishes. Samples to include label indicating manufacturer, product model number, color, finish and other identifying elements. Full color photographs are acceptable for larger samples.
- F. Test Reports and Special Inspections:
- G. Maintain on site a complete set of record documents; record actual revisions to the Work:
- H. Ensure entries are complete and accurate, enabling future reference by Owner.
- I. Store record documents separate from documents used for construction.
- J. Record information concurrent with construction progress.

3.03 OPERATION AND MAINTENANCE MANUAL GENERAL

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.04 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.05 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Provide schedule of all equipment that require instruction on operation and/or continual maintenance. Coordinate instruction for all equipment with Owner and/or Owner's

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Representative and record name and contact information of all in attendance. Video recording of instructions provided is recommended.

- B. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Additional Requirements: As specified in individual product specification sections.

3.06 CLOSE OUT DOCUMENT MANUALS

- A. Provide all Close Out information in digital format, saved in PDF files, and neatly organized for ease of navigation. Arrange by Specification Sections as Table of Contents. Architect can provide file format for use as needed.
- B. Where paper documents are provided by manufacturers, scan into records and combine and include into Hard Copy Close Out Documents.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under specification section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Operating instructions.
 - 2. Maintenance instructions for equipment and systems.
 - 3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

4. Air and water balance reports.
 5. Certificates.
 6. Photocopies of warranties and bonds.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
 - K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect , Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
 - L. Arrange digital PDF copies of documents in similar fashion using file folders. Name file type with simple explanation of contents using shortest file names type possible. Provide digital files on flash USB drives.
 - M. Provide owner training videos saved electronically and transmitted in USB drives. Provide sign-in sheets for all attendees for Owner Training sessions and include in closeouts.

END OF SECTION

Bid 23-35, Construction - Town Center
Appendix A
Roof Restoration
City Issued Bid

SECTION 02 4100 DEMOLITION

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

PART 2 PRODUCTS

2.01 MATERIALS

- A. Insulation: As specified in Section 07 2100 - Thermal Insulation

PART 3 EXECUTION

3.01 SCOPE

- A. Removal and replacement of any designated wet insulation identified by mid-wave infra-red scan.
 - 1. Scanner shall be a certified Level 1 Thermographer.
 - 2. The infra-red scan will be performed prior to any work being completed.
 - 3. No demolition to be performed without the approval of the Architect or Owner

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

3.03 EXISTING UTILITIES

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- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 07 2100
THERMAL INSULATION**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Board insulation at over roof deck.

1.02 REFERENCE STANDARDS

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2023.
- B. ASTM D1621 - Standard Test Method for Compressive Properties of Rigid Cellular Plastics 2016 (Reapproved 2023).
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023b.
- D. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a, with Editorial Revision (2023).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Installation schedule: Provide description of locations where each proposed product will be installed. Include description of compliance with fire rated, acoustical and NFPA 285 details.
- D. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.04 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 APPLICATION SCHEDULE

- A. Insulation Over Roof Deck: Polyisocyanurate board.

2.02 BOARD INSULATION MATERIALS

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 - 1. Classifications:
 - a. Type II:
 - 1) Class 1 - Faced with glass fiber reinforced cellulosic felt facers on both major surfaces of core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 1 - 16 psi (110 kPa), minimum.
 - 3) Thermal Resistance, R-value: At 1-1/2 inch thick; Class 1, Grades 1-2-3 - 8.4 (1.48) at 75 degrees F.
 - 2. Board Size: 48 inch by 96 inch.
 - 3. Board Thickness: 2.0 inch. Provide insulation in layers as necessary to match existing insulation thickness, minimum 2 layers of insulation.
 - 4. Tapered Board: Slope as indicated; minimum thickness 0.5 inch; fabricate of fewest layers possible.
 - 5. Manufacturers:
 - a. Carlisle SynTec; InsulBase Polyiso Insulation: www.carlisle-syntec.com/ sle
 - b. Atlas Roofing Corporation; AC Foam-II Polyiso Roof Insulation: www.atlasroofing.com/ sle.
 - c. GAF; EnergyGuard Polyiso Insulation: www.gaf.com/ sle.

2.03 ACCESSORIES

- A. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide.
- B. Insulation Fasteners: Impaling clip of unfinished steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- C. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat.

3.02 BOARD INSTALLATION OVER LOW SLOPE ROOF DECK

- A. Board Installation Over Roof Deck, General:
 - 1. See applicable roofing specification section for specific board installation requirements.
 - 2. Fasten insulation to deck in accordance with roofing manufacturer's written instructions.
 - 3. Do not apply more insulation than can be covered with roofing on the same day.

3.03 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

Bid 23-35, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, September 21, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-35, Construction – Town Center Roof Restoration

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. Two (2) sections are missing from the Project Manual (Bid 23-35, FILE #01 – PROJECT MANUAL). These sections are identified below and are attached to this addendum:
 - a. SECTION 07 0150.74 – REHABILITATION OF MODIFIED BITUMEN ROOF MEMBRANE VIA LIQUID APPLIED ROOF SYSTEM (BASE BID)
 - b. SECTION 07 0150.75 – REHABILITATION OF MODIFIED BITUMEN ROOF MEMBRANE VIA FLEECE BACK TPO OVERLAY (ALTERNATE)

**SECTION 07 0150.74
REHABILITATION OF MODIFIED BITUMEN ROOF MEMBRANE VIA LIQUID APPLIED ROOF
SYSTEM (BASE BID)**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions.

1.02 SUMMARY

This Section includes the following:

1. Perform Infra-Red Roof Scan with a mid-wave infra-red camera. Long wave camera's are not acceptable on a reflective surface and may not provide accurate scan results. Scanner will be a certified Level 1 Thermographer. The infra-red scan will be performed prior to any work being completed.
2. Removal and replacement of any designated wet areas identified by infra-red scan. This will be completed prior to power washing the roof in preparation of the roof restoration process.
3. Roof repairs as needed for preparation of liquid applied roof system.
4. Roof cleaning preparation for liquid applied roof system.
5. Reinforce all field, flashing, penetrations and drain laps with alternative courses of base coat and reinforcement fabric.
6. Application of fluid-applied roof membrane and flashings over existing modified bitumen roof system of 48 mils of base coat and 32 mils of top coat.
7. Installation of traffic walkways with silica sand broadcast into the coating and back rolled.

1.03 MATERIALS OWNERSHIP

- A. Demolished materials shall become Contractor's property and shall be removed from Project site and disposed properly.

1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing Manual" for
- B. definition of terms related to roofing work in this Section.
- C. Existing Roofing System: Modified Bitumen Roof System.
- D. Roofing Re-Coating Preparation: Existing roofing that is to remain and be prepared to accept restorative coating application.
- E. Patching: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system and replacement with similar materials.
- F. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- G. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.05 PERFORMANCE REQUIREMENTS

- A. General: Provide recoated roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.

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REHABILITATION OF MODIFIED
BITUMEN ROOF MEMBRANE
VIA LIQUID APPLIED ROOF
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- C. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- D. Energy Performance: Roofing system shall have an initial solar reflectance index of not less than 0.83 and an
- E. thermal emittance of 0.90 when tested according to CRRC (Cool Roof Ratings Council).
- F. Provide third party testing that meets or exceed performance requirements as listed in Product Section 2.1.
- G. ASTM E-108 Class A Rating
- H. Certified USDA Bio Based Product

1.06 QUALITY ASSURANCE

- A. Installer qualifications: A qualified firm that is approved, authorized, or licensed by roofing system
- B. manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- C. All employees employed on project must have OSHA 10 hour certification class.
- D. Contractor must provide a 100% payment and performance bond and 5% bid bond.
- E. Manufacturer must provide a local employee to provide minimum twice weekly inspections and provide weekly progress reports to Architect and Owner.
- F. Roofing Rehabilitation Pre-installation Conference: Conduct conference at Project site to review procedures related to roofing system. Meet with Owner; roofing materials manufacturer, roofing Installer including project manager and foreman, and installers whose work interfaces with or affects re-coating including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
 - 1. Review methods and procedures related to re-coating preparation, including membrane roofing system manufacturer's written instructions.
 - 2. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
 - 3. Review roof drainage during each stage of re-coating and review roof drain plugging and plug removal procedures.
 - 4. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 5. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-coating.
 - 6. Review existing conditions that may require notification of Owner before proceeding.

1.07 INFORMATIONAL SUBMITTALS

- A. See Section 01 3000-Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's data for membrane and accessory materials.
- C. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, by re-coating operations. Submit before Work begins.
- D. Manufacturer Inspection Reports: Manufacturer's inspection reports provided by roofing manufacturer's technical inspector. Include weather conditions, description of work performed, defective work observed, and corrective actions required and carried out.

1.08 CLOSEOUT SUBMITTALS

- A. Maintenance Data: To include in maintenance manuals.

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- B. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.09 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below re-coating area. Conduct re-coating so Owner's operations will not be disrupted.
- B. Provide Owner with not less than 72 hours' notice of active that may affect Owner's operations.
- C. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Weather Limitations: Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
 - 1. Store all materials prior to application at temperatures between 60 and 90 deg. F.
 - 2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer.
 - 3. Do not apply materials when air temperature is below 50 degrees or above 110 deg. F.
 - 4. Do not apply roofing in snow, rain, fog, or mist.
- F. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner. Hazardous materials will be removed by Owner under a separate contract.

1.10 WARRANTY

- A. Contractor Warranty:
 - 1. Roofing Contractor shall provide a two year contractor's warranty leak coverage including both labor and materials for the first two years.
- B. Manufacturer's Warranty:
 - 1. Special Warranty: Manufacturer's standard or customized form, in which manufacturer agrees to repair or replace components of fluid-applied roofing that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 2. Special warranty includes roofing membrane, base flashings, roofing membrane accessories and other components of fluid-applied roofing.
 - 3. Warranty Period: 15 years from date of Substantial Completion includes labor and materials.
 - 4. Manufacturer shall provide inspections and limited housekeeping including removal of minor debris in Years 2, 5 and 10 of the 15 year warranty.
 - 5. Manufacturer will provide with warranty a online roof asset management program whereby the client can access the roof information including, existing construction from the deck up, photos of the roof, warranty and log in to see the inspections, such as final inspection, and inspections in Years 2, 5 and 10.

PART 2 PRODUCTS

2.01 FLUID APPLIED POLYURETHANE ROOF SYSTEM CONSISTING OF TWO COMPONENT BASE COAT AND TWO COMPONENT TOP COAT

- A. Basis of Design
 - 1. Tremco CPG, Inc.; AlphaGuard™ BIO Liquid Applied Roof Restoration System; www.tremcoroofing.com
 - 2. Substitutions: See Section 01 6000-Product Requirements.

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- B. Performance Requirements is as follows for the fluid applied roof system.
 - 1. Percent solids (by weight), 100% ASTM D 1644:
 - 2. Water Vapor Transmission: .019 perm-in. According to ASTM E96.
 - 3. Tensile Strength 750 psi ASTM D 412
 - 4. Elongation 50% ASTM D 412
 - 5. Shore Hardness 81 ASTM D 2240
 - 6. Tear Strength 75 psi ASTM D 624
 - 7. Aliphatic Urethane Top Coat: UV-stabilized, chemical-resistant top coat:
 - 8. Volatile Organic Compounds (VOC), ASTM D 3960: Not greater than 6 g/L.
 - 9. Elongation at break, ASTM D 7311: Not less than 340 percent
 - 10. Tensile Strength, ASTM D 7311: Not less than 1,400 lbf/sq. in.
 - 11. Tear Resistance, ASTM D 7311: Not less than 150 lbf/in.
 - 12. Accelerated Weathering, 5000 hour, ASTM D 7311: Pass, no cracking or checking.
 - 13. Percent solids (by weight), ASTM D 1644: 100%.
 - 14. Color: White.

2.02 MATERIALS

- A. General: Re-coating materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.
- B. Temporary Roofing Materials: Selection of materials and design of temporary roofing is responsibility of Contractor.
- C. Infill Materials: Where required to replace test cores and to patch existing roofing, use infill materials matching existing membrane roofing system materials, unless otherwise indicated.

2.03 FLUID APPLIED ROOFING MEMBRANE

- A. Polyurethane Elastomeric Fluid-Applied System:
- B. Polyester Reinforcement: 100% stitchbonded, polyester fabric reinforcement mat for fluid applied membrane and flashings.

2.04 AUXILIARY ROOFING COATING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and fluid-applied roofing system.
- B. Metal Surface Primer: Single-component primer to promote adhesion of base coat to metal surfaces as recommended by roofing manufacturer.
- C. Asphaltic Surfaces Primer: Single-component, multi-substrate water based primer to promote adhesion of base coat to surfaces recommended by manufacturer.
- D. Concrete Surface Primer: Two component, 100% solids primer to promote adhesion of base coat to concrete surfaces.
- E. Tie - Off Mastic and Repair Mastic - High solids moisture curing aliphatic polyurethane mastic with 700% elongation.
- F. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect existing roofing building components that is indicated not to be rehabilitated, and adjacent portions of building and building equipment.
 - 1. Mask surfaces to be protected. Seal joints subject to infiltration by coating materials.
- B. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with re-coating work that could affect indoor air

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quality or activate smoke detectors in the ductwork.

1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.
- C. Maintain gutters and drain free of drainage in functioning condition to ensure roof drainage at end of each workday.
1. Prevent debris from entering or blocking roof gutters and drains.
 2. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

3.02 ROOFING RE COATING PREPARATION

- A. Membrane Surface Preparation:
1. Remove blisters, ridges, buckles, repair irregularities projecting above the membrane, and other substrate irregularities from existing roofing membrane that would inhibit application of uniform, coating.
 2. Repair membrane at locations where irregularities have been removed.
 3. Clean substrate of contaminants such as dirt, debris, oil, and grease that can affect adhesion of coating by power washing at maximum 2000 psi. Allow to dry thoroughly.
 4. Verify that existing substrate is dry before proceeding with application of coating.
- B. Limited Roof Tear-Off:
1. Remove and replace the wet areas as identified by infra-red scan. Remove down to the existing metal decking. Install insulation to match existing height and install new two ply modified bitumen roof system to match existing.
 2. Notify Owner each day of extent of roof tear-off proposed and obtain authorization to proceed.
 3. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- C. Prime Substrate:
- D. Apply manufacturer's recommended primer at 200 – 250 sq. ft. per gallon per gallon over all modified roof surfaces.
- E. Prime metal surfaces will be recommended metal primer.
- F. Concrete surfaces will be primed with recommended concrete primer.

3.03 FLASHING REPAIR

- A. At curbs, walls, and penetrations:
1. Clean substrates of contaminants, dirt, and debris.
 2. Mask off perimeter areas where non coated areas intersect with coated areas to keep surfaces clean of coating.
 3. Apply liquid applied flashings up and under the existing metal counterflashing. Existing metal counter flashing will extend down over new liquid applied flashings. If fluid applied flashing system cannot be applied under existing counterflashings, install new skirt metal pinned to the existing counterflashing that will extend down over the new fluid applied flashings.
- B. At existing wall counterflashings, grind off old sealant at the top of the metal counterflashings and install a new bead of polyurethane sealant as recommended by roofing manufacturer. Sealant should be concaved outward. Tool neatly.
- C. At high wall flashings install fluid applied base flashings. Extend flashings up under inside face of metal coping. If metal coping is too tight, install new skirt metal under existing metal coping that will extend down over new fluid applied flashing system.
- D. At pitch pans, clean, grind off all material that is on existing pipe and encapsulate entire pitch pan with fluid applied roof system, extending the fluid applied system up the pipe penetration

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minimum 4".

3.04 SEAM REPAIRS

- A. All laps must be completely sealed with a three-course system of alternative courses of base coat, reinforcing polyester membrane, followed by a second layer of base coat (approximately 80 dry mils thick) At all field seams, flashing seams and penetration seams.

3.05 DRAIN FLASHING REPAIRS

- A. Remove clamping ring.
- B. Prime substrate.
- C. Apply alternative courses of base coat and polyester reinforcement down into drain bowl.
- D. Install base coat at 48 wet mils.
- E. Apply top coat at 32 mils.
- F. Re-install clamping ring.

3.06 FLUID APPLIED MEMBRANE APPLICATION

- A. Base Coat Single Ply Roof Membrane: Apply base coat to flashing surfaces in accordance with manufacturer's written instructions.
 - 1. Back roll to achieve minimum wet mil coating thickness of 48 wet mils over modified roof, verify thickness of base coat as work progresses with mil gage.
 - 2. Apply base coat on prepared surfaces and spread coating evenly.
 - 3. Allow base coat to cure prior to application of top coat.
 - 4. Following curing of base coat and prior to application of top coat, sand or grind raised or exposed edges of reinforcement mat.
- B. Base Coat Modified Bitumen Roof Membrane: Apply base coat to flashing surfaces in accordance with manufacturer's written instructions.
 - 1. Back roll to achieve minimum wet mil coating thickness of 48 wet mils over modified membrane, unless otherwise recommended by manufacturer; verify thickness of base coat as work progresses with mil gage.
 - 2. Apply base coat on prepared surfaces and spread coating evenly.
 - 3. Allow base coat to cure prior to application of top coat.
 - 4. Following curing of base coat and prior to application of top coat, sand or grind raised or exposed edges of reinforcement mat along seams as needed.
- C. Top Coat Over Modified Roof: Apply top coat uniformly in a complete installation to field of roof and flashings.
 - 1. Prime base coat with re-prime prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
 - 2. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
 - 3. Back roll to achieve wet mil thickness of 32 mils or 2 gallons per square unless otherwise recommended by manufacturer.
 - 4. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.
- D. Slip Resistant Walk Ways:
 - 1. Apply walkways following application and curing of top coat. Locate as indicated, or as directed by Owner.
 - 2. Mask walkway location with tape.
 - 3. Prime top coat prior to application of walkway if walkways are not installed within 72 hours of field finish top coat.
 - 4. Apply walkway top coat at 1.25 gallons per square, broadcast 20-40 mesh silica sand at 20-30 lbs./S and back rolled in an additional layer of top coat using Safety Yellow as the

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color.

- E. Pipe Supports:
 - 1. Replace all wood block pipe supports for composite wood supports.
 - 2. Install pad under all pipe supports.

3.07 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

Bid 23-35, Construction - Town Center
Appendix A
Roof Restoration
City Issued Bid

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**SECTION 07 0150.75
REHABILITATION OF MODIFIED BITUMEN ROOF MEMBRANE VIA FLEECE BACK TPO OVERLAY
(ALTERNATE))**

PART 1 GENERAL

1.01 DESCRIPTION

- A. The project consists of installing Carlisle's Sure-Weld (TPO) White FleeceBACK 115 membrane adhered with Flexible FAST Adhesive as outlined below:
 - 1. Apply the Sure-Weld FleeceBACK Adhered Roofing System directly to the existing Modified / Aluminum Coated roof.
 - 2. Examine and retrofit roof drains where existing leaks have been identified.
 - a. Provide unit cost for drain replacement
 - 3. Examine parapet nailers and replace as needed.
 - a. Provide unit cost for nailer replacement
 - 4. Install tapered panels in low sections or areas as identified by specifier/owner as needing watershed improvement.
 - 5. Install new Metal Flashing on parapet walls and roof edge per plans.

1.02 EXTENT OF WORK

- A. Provide all labor, materials, tools, equipment, and supervision necessary to complete the installation of the Sure-Weld FleeceBACK Adhered Roofing System including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the architect and building owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a roofing system other than the specified manufacturer must submit the manufacturer's product data and typical details for review by architect.

1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.
 - 2. A sample of the manufacturer's Membrane System Warranty.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
 - 4. Certification from the membrane manufacturer indicating the membrane thickness over the reinforcing scrim (top ply membrane thickness) is nominal .015-mil or thicker.
 - 5. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
 - 1. Store Sure-Weld membrane in a dry, cool, shaded area in the original undisturbed plastic. Sure-Weld membrane that has been exposed to the elements for approximately 7 days

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- must be prepared with Weathered Membrane Cleaner prior to hot air welding.
- 2. Store curable materials (adhesives and sealants) between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
- 3. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation must be on pallets, off the ground and tightly covered with waterproof materials.
- D. Any materials which are found to be damaged shall be removed and replaced at the installers expense.

1.05 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath or wick into any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the building superintendent.

1.07 EXISTING CONDITIONS

- A. If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.08 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary, temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, by either use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains

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in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.

- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk material and return the job site to its original condition upon completion of the work.

1.09 SAFETY

- A. The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the roofing contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.10 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

1.11 QUALITY ASSURANCE

- A. The Sure-Weld Membrane Roofing System must achieve a UL Class A.
- B. The membrane must be manufactured by the material supplier. Manufacturer's supplying membrane made by others are not acceptable.
- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply roofing systems and having installed at least one (1) roofing application or several similar systems of equal or greater size within one year.
- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and an experienced superintendent on the job at all times roofing work is in progress.
- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by written certification on manufacturer's letterhead and presented for the specifier's consideration.
- G. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

1.12 JOB CONDITIONS, CAUTIONS AND WARNINGS

- A. Refer to Carlisle's FleeceBACK Adhered Roofing System specification for General Job Site Considerations.

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- B. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage and application of materials.
- C. Do not apply Flexible FAST Adhesive when surface and/or ambient temperatures are below 25DEGF.
- D. The contractor must exercise caution during adhesive spraying to avoid overspray.
- E. Use a non-atomizing spray tip such as the Graco Spatter Tip and reduce spray pressure to 500 – 800 psi to increase adhesive droplet size and reduce airborne mist. Maintain hand held wind screens on-site for use as necessary.
- F. Extruding Flexible FAST Adhesive method may be used to eliminate overspray concerns.
- G. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- H. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- I. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- J. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- K. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- L. New roofing shall be complete and weather tight at the end of the work day. Care must be taken to avoid wicking water through the fleece by properly sealing exposed edges of the membrane
- M. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.

1.13 WARRANTY

- A. Provide manufacturer's 20 year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 55mph measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Warranty shall also cover leaks caused by accidental punctures:
 - 1. 16 man-hours per year for 115-mil FleeceBACK
- C. Warranty shall also cover leaks caused by hail:
 - 1. Hail up to 2" diameter when 115-mil FleeceBACK is installed
- D. Pro-rated System Warranties shall not be accepted.
- E. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the specifier's approval.
- F. Provide manufacturer's Edge Metal Warranty, 20 year Covering both labor and material. The maximum wind speed coverage for the edge metal shall be peak gusts of 120mph measured at 10 meters above ground level.

PART 2 PRODUCTS

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2.01 GENERAL

- A. All components of the specified roofing system shall be products of the roofing system manufacturer or accepted by the manufacturer as compatible.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including adhesives, insulation, fasteners, fastening plates and edgings) must be manufactured and supplied by the roofing system manufacturer and covered by the warranty.
- C. Substitutions: See Section 01 6000-Product Requirements.

2.02 MEMBRANE

- A. Furnish Sure-Weld White FleeceBACK 115mil reinforced TPO (Thermoplastic Polyolefin) membrane. Membrane thickness over the reinforcing scrim (top-ply thickness) shall be nominal .015-mil or thicker.
- B. Membrane Weathering Performance: The TPO membrane shall be formulated with OCTAGUARD XT Weathering Package to withstand 60 days of exposure at a 275° F temperature and a minimum of 17,000 kj/m2 xenon arc resistance at 80°F without cracking or showing signs of material failure, exceeding ASTM 6878.

2.03 ADHESIVES, CLEANERS AND SEALANTS

- A. Flexible FAST Adhesive: An elongating impact resistant two component insulating urethane adhesive used to attach insulation and FleeceBACK membrane. Packaging formats include 50 and 15 gallon drums as well as Dual Tanks, Dual Cartridges and 5 gallon Bag in a Box formats.
 - 1. Adhesive to provide 150% elongation in conjunction with fleece backed membrane – ASTM D412
 - 2. MDI content of Part A material less than 25%
- B. Sure-Weld Bonding Adhesive: A high-strength, synthetic rubber adhesive used for bonding Sure-Weld membrane to various surfaces. The adhesive is applied to both the membrane and the substrate at a coverage rate of approximately 60 square feet per gallon per finished surface (includes coverage on both surfaces).
- C. CAV-GRIP III Low-VOC Aerosol Contact Adhesive/Primer: a low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: bonding Sure-Weld membrane to various surfaces, enhancing the bond between Carlisle's VapAir Seal 725TR and various substrates, priming unexposed asphalt prior to applying Flexible FAST Adhesive and for adhering Sure-Weld/Sure-Flex FleeceBACK and Sure-Weld TPO membrane to vertical walls. Coverage rate is approximately 2,000-2,500 sq. ft. per 40 lb cylinder and 4,000-5,000 sq. ft. per 85 lb cylinder as a primer, in a single-sided application and 750 sq. ft. per 40 lb cylinder and 1,500 sq. ft. per 85 lb cylinder as an adhesive for vertical walls, in a double-sided application.
- D. Cut-Edge Sealant: A white or clear colored sealant used to seal cut edges of reinforced Sure-Weld membrane. A coverage rate of approximately 225 - 275 linear feet per squeeze bottle can be achieved when a 1/8" diameter bead is applied.
- E. Water Cut-Off Mastic: Used as a mastic to prevent moisture migration at drains, compression terminations and beneath conventional metal edging (at a coverage rate of approximately 10' per tube or 100' per gallon).
- F. Universal Single-Ply Sealant: A 100% solids, solvent free, voc free, one part polyether sealant that provides a weather tight seal to a variety of building materials. It is white in color and is used for general caulking such as above termination bars and metal counter flashings and at scuppers.
- G. Thermoplastic One-Part Pourable Sealer: A one-part, moisture curing, elastomeric polyether sealant used to fill TPO Molded Pourable Sealant Pockets. Packaged in 4, 2-liter foil pouches inside a reusable plastic bucket. 1 pouch will fill 2 TPO Molded Pourable Sealant Pockets.

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REHABILITATION OF MODIFIED
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VIA FLEECE BACK TPO
OVERLAY (ALTERNATE))

09-21-2023

- H. Weathered Membrane Cleaner: Used to prepare membrane for heat welding that has been exposed to the elements or to remove general construction dirt at an approximate coverage rate of 400 square feet per gallon (one surface).
- I. TPO Primer: A solvent-based primer used to prepare the surface of Sure-Weld Membrane prior to application of Pressure-Sensitive Coverstrip and TPO Pressure-Sensitive RUSS.
- J. TPO Low VOC Primer:: A solvent-based, low solids primer used to prepare the surface of Sure-Weld Membrane prior to application of Pressure-Sensitive Coverstrip and TPO Pressure-Sensitive RUSS. This low VOC product is ideal for use in states where environmental issues are a concern.
- K. Carlisle CAV-GRIP III Low-VOC Aerosol Contact Adhesive/Primer: a low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: bonding Sure-Weld membrane to various surfaces, enhancing the bond between Carlisle's VapAir Seal 725TR and various substrates, priming unexposed asphalt prior to applying Flexible FAST Adhesive and for adhering Sure-Seal/Sure-Weld/Sure-Flex FleeceBACK and Sure-Seal EPDM or Sure-Weld TPO membrane to vertical walls. Coverage rate is approximately 2,000-2,500 sq. ft. per 40 lb cylinder and 4,000-5,000 sq. ft. per 85 lb cylinder as a primer, in a single-sided application and 750 sq. ft. per 40 lb cylinder and 1,500 sq. ft. per 85 lb cylinder as an adhesive for vertical walls, in a double-sided application.

2.04 METAL EDGING AND MEMBRANE TERMINATIONS

- A. General: All metal edgings shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code.
- B. Drip Edge: a metal fascia/edge system with a 22 or 24 gauge continuous anchor cleat and .032 inch thick aluminum or 24 gauge steel fascia. Metal fascia color shall be as designated by the Owner's Representative.
- C. Termination Bar: a 1" wide and .098" thick extruded aluminum bar pre-punched 6" on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.

2.05 RETROFIT DRAINS

- A. Remove existing strainer dome and clamping ring. Remove other existing drain components as required to enable flange to lie flush on roof membrane. Remove any debris or constricting materials in the existing drain pipe that interfere with proper installation.
- B. Examine the existing water leader to make sure there are no elbows that prevent the drain stem from being fully inserted into the pipe. Insert U-Flow Seal into end of drain stem and tighten screws enough to hold the seal in place during installation. Insert assembled drain into existing leader pipe until flange lies flush with roof membrane.
- C. Alternately tighten seal compression ring screws with U-Flow Screwdriver until hand-tight. Drain body is correctly installed when pressure placed on drain body results in no vertical movement. Do not overtighten the screws.
- D. Secure the drain flange to the roof deck/nailer using a minimum of three pan-head fasteners evenly spaced around the flange. Install Water Cut-Off Mastic and flashing membrane per Carlisle specifications and details.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, job site considerations and weather restrictions.

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- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.02 INSULATION PLACEMENT

- A. Install new tapered insulation over existing system to create watershed ability to scuppers, drains, mechanical unites, and roof hatches. Fill joints or gaps greater than 1/4 inch with Flexible FAST Adhesive.
 - 1. Secure tapered insulation to the substrate with Flexible FAST 6 inches on center

3.03 MEMBRANE PLACEMENT AND BONDING

- A. Position and unroll successive sheets and align to provide a minimum 2 inch overlap (use pre-marked overlap line) along the selvage edge. At end laps (along the width of the sheet), membrane shall be butted together which will be overlaid with 6 inch wide Sure-Weld Reinforced Membrane and hot air welded on all edges.
- B. FleeceBACK Membrane shall be adhered to existing modified system with Carlisle Flexible FAST Adhesive. The adhesive is spray applied or extruded to the substrate only and the membrane is rolled into the wet adhesive once it has foamed up and reached string/gel time (approximately 2 minutes). Roll the membrane with a 30" wide, 150 pound weighted segmented steel roller to set the membrane into the adhesive.
- C. Apply beads at 6" O.C for field and perimeter when standard windspeed warranty is specified.
 - 1. Exercise care to prevent overspray onto the membrane. If Flexible FAST Adhesive should contaminate the splice area, immediately (while the adhesive is still in liquid form) clean with Weathered Membrane Cleaner or allow Flexible FAST Adhesive to cure and remove with a paint-type scraper.
- D. Position adjoining sheets to allow a minimum overlap of 2 inches to provide a minimum 1-1/2" hot air weld.
- E. Continue to install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches and complete the bonding procedures as stated previously.

3.04 MEMBRANE HOT AIR WELDING PROCEDURES

- A. General
 - 1. The FleeceBACK membrane has a selvage edge (the fleece-backing is discontinued) along the length of the sheet for membrane splicing. Selvage edges are not provided along the width of the membrane; adjoining membrane sheets must be butted together and overlaid with 6 inch wide Sure-Weld Reinforced membrane heat welded on all sides.
- B. Hot Air Welding Procedures
 - 1. Hot air weld the Sure-Weld FleeceBACK membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's specifications. At all splice intersections, roll the seam with a silicone roller to ensure a continuous hot air welded seam.
 - 2. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).
 - 3. Repair all seam deficiencies the same day they are discovered.
 - 4. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required on vertical splices.

3.05 FLASHING

- a. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using Sure-Weld FleeceBACK membrane or Sure-Weld reinforced membrane. Sure-Weld non-reinforced membrane can be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners,

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when the use of pre-molded accessories is not feasible.

- b. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.06 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the specifier's drawing.

3.07 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Use Flexible FAST Adhesive or other similar material in accordance with the manufacturer's requirements.

3.08 CLEAN UP

- A. Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

END OF SECTION

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REHABILITATION OF MODIFIED
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OVERLAY (ALTERNATE))

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Bid 23-35, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Wednesday, October 04, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-35, Construction – Town Center Roof Restoration

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. A non-mandatory Pre-Bid meeting was held in Room #111 of Fayetteville City Hall on Thursday, September 28, 2023 at 2:00 PM. The sign-in sheet of attendees is also attached for disclosure to all interested parties.

- a. Attendees:

- i. City of Fayetteville:

1. Amanda Beilfuss, Sr. Purchasing Agent
 2. Les McGaugh, Purchasing Director
 3. Wade Abernathy, Bond Projects & Construction Manager
 4. Quin Thompson, Facilities and Building Maintenance Manager
 5. Ben Cruce, Architect – WER Architects
 6. John Langham, Architect – WER Architects

- ii. Vendors:

1. Adaddell Industries
 2. CSL – Materials
 3. First Star Exteriors
 4. Franklin & Son
 5. HRI
 6. Joplin Roofing
 7. M2 Roofing
 8. Mid-Ark Roofing
 9. Milestone Construction
 10. RBT Roofing
 11. Tremco

2. Site Visit: There will be an additional site visit on Thursday, October 5th at 4:00 PM at the Fayetteville Town Center. All interested bidders are encouraged to attend.

3. CHANGES TO SCOPE:

- a. 'DEDUCTIVE ALTERNATE 1' HAS BEEN REMOVED IN ITS ENTIRETY. Any specifications referring to the requirements of Deductive alternate 1 (SECTION 07 0150.75) shall be dismissed.

- b. Remove Roof Area #6 from the restoration scope (top of entry tower). Please refer to page 2 of the Plans.
- c. Numbers 5 & 6 of the Roof Scope of Work notes (Please refer to page 2 of the Plans) should be revised to:
 - i. Roof Scope of Work; note #5: EXISTING SCUPPER, COLLECTION BOX AND DOWNSPOUT TO REMAIN. REMOVE AND RE-INSTALL COLLECTION BOX AND DOWNSPOUT AS REQUIRED FOR ROOFING INSTALLATION. FLASH PER ROOFING MFR'S RECOMMENDATIONS
 - ii. Roof Scope of Work; note #6: EXISTING ROOF DRAIN TO REMAIN. REMOVE AND RE-INSTALL AS REQUIRED FOR ROOFING INSTALLATION. FLASH ROOF DRAIN PER ROOFING MFR'S RECOMMENDATIONS. NOTIFY ARCHITECT OF ANY DAMAGED ROOF DRAINS TO BE REPLACED. PROVIDE UNIT COST FOR ROOF DRAIN REPLACEMENT, SEE SPECIFICATIONS.

4. Questions: The following questions have been received and answered by the corresponding department:

a. Is there roof access to the east side of the roof?

- i. *Answer: No, the Contractor will need to provide external access to the east side of the roof.*

5. Substitutions: All substitution requests received have been rejected and will not be accepted as allowable substitutions.



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 23-35

Description: Construction - Town Center Roof Restoration

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 09 / 28 / 2023

Time: 2:00 pm

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Amanda Beifuss	CoF	Sr. Purch. Agent	575-8220	apulfuss@
2	BEN CRUE	WER	ARCHITECT	479-966-4477	
3	JOHN LANGHAM	WER	ARCHITECT	479-966-4477	jlangham@werarch-nwa.com
4	Scotty Adams	CSL-Materials	Sales Rep	501-400-4157	Sadams@CSL-materials.com
5	Baylee Dye	Aduddell Industries	Project Manager	409-520-2484	Baylee@aduddell.com
6	ZAK LOWRY	Mid-ARK Roofing	Project Manager	501-352-9085	ZakLowryMidArk@comcast.net
7	Jack Payner	Franklin & Son	PM	479-301-6613	jpayner@fsroof.com
8	Justin Bailey	M2 Roofing	Branch Manager	(479) 900-1615	Jbailey@m2Roofing.com
9	Frank McLean	Joplin Roofing	PM	417-623-2057	joplinro@ipa.net
10	Josh Wegenka	Tremco	Field Advisor	417-413-7248	jwegenka@tremcoinc.com
11	Erin Metcalf	Milestone	PM	479-957-3195	emetca@milestonecc.com
12	Lance Norsworthy	Milestone	Manager	479-225-0781	lnorsworthy@milestonecc.com
13	Spencer Haslett	First Star Exteriors	PM	479-435-4832	saslett@firststarext.com
14	Les McCaugh	CoFay	Purch Director	575-8289	lmcgaugh@
15	Quin Thompson	CoF	Facilities MGR	575-8346	qthompson@fayetteville-ar.gov
16	Josh Evans	RBT Roofing	Estimator	903-809-3074	joshua@rbtroofing.com
17	Silas Huskey	HRT	CSM	870-715-7956	Shuskey@harnesroofing.com
18	Matt Wegenka	Tremco	Senior Field Advisor	417-894-4234	mwegenka@tremcoinc.com
19	Wade Abernathy	City of Fayetteville	Construction Director	575-8363	wabernathy@fayetteville-ar.gov
20					

** All Bid Openings are also streamed live on the City of Fayetteville's YouTube Channel.

Bid 23-35, Addendum 3



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Monday, October 09, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-35, Construction – Town Center Roof Restoration

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. Questions: The following questions have been received and answered by the corresponding department:
 - a. Is there a linear foot amount you have for the length of the walk paths needed?
 - i. *Answer: Please include 200 lineal feet of walk paths.*



Bid 23-35 Addendum 3

Terra Firma Restorations

Terra Firma Restorations

Supplier Response

Event Information

Number: Bid 23-35 Addendum 3
Title: Construction - Town Center Roof Restoration
Type: Invitation to Bid
Issue Date: 9/17/2023
Deadline: 10/12/2023 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction and restoration of the existing modified bitumen roofing system at the Fayetteville Town Center. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss - Sr. Purchasing Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Terra Firma Restorations Information

Contact: Tyler Kerley
Address: 13470 L.C. Hickman
Bentonville, AR 72719
Phone: (479) 644-2972
Email: tyler.kerley@tfthompson.com

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

Tyler Kerley

Signature

Submitted at 10/12/2023 01:58:18 PM (CT)

tyler.kerley@tfthompson.com

Email

Requested Attachments

Bid 23-35, Required Signature Forms

Town Center Roof Resto Bid
Package.pdf

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00.

Bid 23-35, Bid Bond

Bid Bond for Fayetteville.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1 Please put cost per square foot for removal and replacement of polyiso roof insulation:

Please refer to page 39 of Project Manual.

\$5.00

2 Please put lump sum cost for removal and replacement of roof drain assembly:

Please refer to page 39 of Project Manual.

\$500.00

3 Please put cost per linear foot for removal and replacement of parapet copings:

Please refer to page 39 of Project Manual.

\$50.00

4 Please put cost per linear foot for removal and replacement of parapet coping nailers:

Please refer to page 39 of Project Manual.

\$45.00

5 Arkansas Secretary of State Filing Number:

811000660

6 Arkansas Contractor License Number:

0286900321

7	Check Yes or No: Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☒ Yes, I agree ☐ No, I don't agree
8	Check Yes or No: Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☒ Yes, I agree ☐ No, I don't agree
9	Addendum Acknowledgement: By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid. ☒ I agree

Bid Lines

1	<u>Bonds and Insurance</u> Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$5,900.00 Total: \$5,900.00
2	<u>Mobilization</u> - Shall not exceed 5% of Total Base Bid Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$10,000.00 Total: \$10,000.00
3	<u>Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM</u> Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$260,000.00 Total: \$260,000.00 Item Notes: <i>This bid is being bid as a total lump sum. This line item shall include the total construction price for the entire scope of work for this bid.</i>
4	<i>Line deleted as part of an Addendum</i>

Response Total: \$275,900.00

BID BOND

PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS,

Terra Firma Restorations, LLC dba T.F. Thompson Co. hereinafter called the Principal, and FCCI INSURANCE COMPANY, a Corporation duly organized under the laws of the State of FLORIDA, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF FAYETTEVILLE, ARKANSAS, as Oblige, hereinafter called the Oblige, in the sum of FIVE percent, (5)% of the amount bid, 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 TOWN CENTER ROOF RESTORATION, AS SPECIFIED

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference, not to exceed the penalty hereof, between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by such bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12TH day of OCTOBER, 2023

Terra Firma Restorations, LLC dba T.F. Thompson Co.,
(Principal)

By 

FCCI INSURANCE COMPANY,

By 
GRANT WEBB (Attorney-in-fact)

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Sarah Crowder; Jeremy Davis; Jason E Smith; Grant Webb

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 12th day of October, 2023

Christopher Shoucair

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



Project Check List

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



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

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



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



All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.



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



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



Additional Information Required:

- List of Subcontractors: Submit form on bidding platform or attach if submitting a physical bid.
- AR Secretary of State Filing #: 811000660 OR submit electronically.
- Arkansas Contractor License #: 0286900321 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: ☒ YES or NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: ☒ YES or NO

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

SECTION 02

BID FORM

***NAME OF FIRM:** Terra Firma Restoration

Purchase Order/Payments shall be issued to this name

***D/B/A or Corporation Name** T.F. Thompson Roofing

***BUSINESS ADDRESS:** 13470 LC Hickman Rd

***CITY:** Centerton

***STATE:** AR

***ZIP:** 72719

***PHONE:** 479-644-2972

FAX:

***E-MAIL:** Tyler.kerley@tfthompson.com

UNIQUE ENTITY NUMBER: 084135924

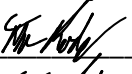
CAGE NUMBER: 875F8

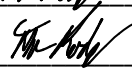
***TAX ID NUMBER:** 452700968

AR CONTRACTORS LICENSE #: 0286900321

Bidder acknowledges receipt of the following addendum:

Addendum No. 001 Dated: 09/21/23 Acknowledged by: 

Addendum No. 002 Dated: 10/04/23 Acknowledged by: 

Addendum No. 003 Dated: 10/09/23 Acknowledged by: 

Addendum No. Dated: Acknowledged by:

Total Completion Time and Liquidated Damages Including Alternative: Substantial completion shall be **30 consecutive calendar days** from the date established in a written notice to proceed. Final completion shall be 15 days after substantial completion. The bidder must agree also to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid opening.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

Bid 23-35, Construction – Town Center Roof Restoration

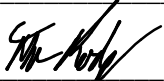
Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
MECHANICAL:	_____	_____
PLUMBING:	_____	_____
ELECTRICAL:	_____	_____
ROOFING AND SHEET METAL:	260,000.00 _____	100% _____
Other (designate)	_____	_____

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \$ 260,000.00 is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

*BY: (PRINTED NAME) Tyler Kerley

*AUTHORIZED SIGNATURE: 

*TITLE: Manager Of Operations

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-35, CONSTRUCTION – TOWN CENTER ROOF RESTORATION

Section 03

CONTRACTOR REFERENCES

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

COMPANY NAME: Terra Firma Restorations

NUMBER OF YEARS IN BUSINESS: 12 years HOW LONG IN PRESENT LOCATION: 5 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 10 FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 8 FULL TIME 0 PART TIME

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

1. Arkansas Building Authority

COMPANY NAME

501 Woodlane Suite 201 Little Rock, AR 72201

CITY, STATE, ZIP

Dorian White

CONTACT PERSON

501.682.5577

TELEPHONE

01/05/2

DATE COMPLETED

Doran.White@arkansas.gov

E-MAIL ADDRESS

3. CR Crawford

COMPANY NAME

1102 S Happy Hollow Rd
Fayetteville, AR 72701

CITY, STATE, ZIP

Jay Richards

CONTACT PERSON

479-295-3105

TELEPHONE

10/01/23

DATE COMPLETED

jay.richards@crcrawford.com

E-MAIL ADDRESS

2. City Of Fayetteville

COMPANY NAME

113W mountian, Fayetteville AR, 72701

CITY, STATE, ZIP

Matthew Cabe

CONTACT PERSON

479.575.8346

TELEPHONE

02/02/21

DATE COMPLETED

mcabe@fayetteville-ar.go

E-MAIL ADDRESS

4. Department of Deffense

COMPANY NAME

4850 Leigh Ave Fortsmith, AR, 72903

CITY, STATE, ZIP

Samuel Bond

CONTACT PERSON

479-573-5280

TELEPHONE

01/05/22

DATE COMPLETED

samuel.bond.1@us.af.mil

E-MAIL ADDRESS

CONTRACTOR REFERENCES



BID TABULATION
Bid 23-35, Construction - Town Center Roof Restoration
 DEADLINE: Thursday, October 12, 2023 at 2:00 PM
 Certification of Funds: \$350,000.00 (\$437,500.00 total allowed)

				Terra Firma Restorations		M2 Roofing		Brock Logistics dba Aduddell Industries (Aduddell Industries & Roofing LLC)		Trumble Construction		First Star Exteriors LLC		Joplin Roofing, Inc	
				Total											
				\$275,900.00		\$345,243.00		\$405,190.00		\$466,597.00		\$469,526.47		\$469,600.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Bonds and Insurance	1	LS	\$5,900.00	\$5,900.00	\$3,582.00	\$3,582.00	\$7,950.00	\$7,950.00	\$7,396.00	\$7,396.00	\$27,526.47	\$27,526.47	\$20,000.00	\$20,000.00
2	Mobilization- Shall not exceed 5% of Total Base Bid	1	LS	\$10,000.00	\$10,000.00	\$1.00	\$1.00	\$20,250.00	\$20,250.00	\$23,329.00	\$23,329.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
3	Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM	1	LS	\$260,000.00	\$260,000.00	\$341,660.00	\$341,660.00	\$376,990.00	\$376,990.00	\$435,872.00	\$435,872.00	\$440,500.00	\$440,500.00	\$444,600.00	\$444,600.00
Attributes															
1	Please put cost per square foot for removal and replacement of polyiso roof insulation:	1	SF	\$5.00		\$18.00		\$20.00		\$19.75		\$11.00		\$20.00	
2	Please put lump sum cost for removal and replacement of roof drain assembly:	1	LS	\$500.00		\$1,200.00		\$2,500.00		\$2,800.00		\$600.00		\$2,500.00	
3	Please put cost per linear foot for removal and replacement of parapet capings:	1	LF	\$50.00		\$19.50		\$15.00		\$32.85		\$86.00		\$40.00	
4	Please put cost per linear foot for removal and replacement of parapet coping railers:	1	LF	\$45.00		\$11.20		\$9.50		\$2.20		\$6.50		\$3.50	

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


 Kenny Fitch, Purchasing Agent

10-13-23
 Date


 Amanda Bellfuss, Sr. Purchasing Agent

10-13-23
 Date



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: **Approval of Bid 23-41 Contract with Trumble Construction Inc. for Recycle and Trash Collection and Water and Sewer Roof rehabs**

RECOMMENDATION:

Approval of Bid 23-41 Contract with Trumble Construction Inc., for Recycle and Trash Collection and Water and Sewer Roof rehabs in the amount of \$89,289.20, which includes \$8,117.20 in owner contingency.

BACKGROUND:

Resolution 80-23 approved a contract with WER Architects for design, plans and specifications for roof rehab work on the Recycle and Trash Collection Materials Recovery Facility in advance of the solar array installations and roof rehab work on the Water and Sewer Administration building.

DISCUSSION:

Both facilities have metal roof building systems. They require periodic upkeep or replacement of fasteners, caulking, roof penetration flashings and closure strips. The RTC materials recovery facility roof is being refreshed in anticipation of a solar array system.

The City's purchasing division publicly advertised and bid this project with 3 bids received. Trumble Construction was the low bidder.

BUDGET/STAFF IMPACT:

Funding for this contract will come from the Water and Sewer Building Office Improvements project and the RTC Office & Transfer Station Exp project.

PURCHASE ORDER DETAILS

ACCOUNT	PROJECT	AMOUNT
5400.720.1840-5400.00	15020.1	\$49,110.60
5500.750.5080-5816.00	13021.1000	\$40,178.60
TOTAL		\$89,289.20

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), Bid 23-41, Contract - Executed (#4), Bid 23-41, Appendix A - City Issued Bid (#5), Bid 23-41, Appendix B - Submittal - Trumble Construction, Inc. dba RBT Construction - E (#6), Bid 23-41, Appendix C - Bid Tab - Final (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1288

Approval of Bid 23-41 Contract with Trumble Construction Inc. for Recycle and Trash Collection and Water and Sewer Roof rehabs

A RESOLUTION TO AWARD BID #23-41 AND AUTHORIZE A CONTRACT WITH TRUMBLE CONSTRUCTION, INC. IN THE AMOUNT OF \$81,172.00 FOR THE RECYCLING & TRASH COLLECTION TRANSFER STATION AND WATER/SEWER ROOF REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$8,117.20

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 #23-41 and authorizes Mayor Jordan to sign a contract with Trumble Construction Inc. in the amount of \$81,172.00 for the Recycling and Trash Collection Transfer Station and Water/Sewer Roof Rehabilitation Project, and further approves a project contingency in the amount of \$8,117.20.

City of Fayetteville Staff Review Form

2023-1288

Item ID

12/5/2023

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

Wade Abernathy

11/17/2023

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Bid 23-41 Contract with Trumble Construction Inc., for Recycle and Trash Collection and Water and Sewer Roof rehabs in the amount of \$89,289.20, which includes \$8,117.20 in owner contingency.

Budget Impact:

5400.720.1840-5400.00

5500.750.5080-5816.00

Account Number

15020.1

13021.1000

Project Number

Water & Sewer

Recycling & Trash Collections

Fund

Water & Sewer Bldg Office Impr

RTC - Office & Transfer Station Exp

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 313,045.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 313,045.00

Does item have a direct cost? Yes

Item Cost

\$ 89,289.20

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 223,755.80

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



THIS AGREEMENT is made this _____ day of _____, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Trumble Construction, Inc.** (Vendor or Trumble).

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and **Trumble**, in consideration of their mutual covenants, agree as follows:

Work performed by **Trumble** shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. **Trumble** shall follow all federal, state, and local laws at all times.

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
 - i. **Trumble** Tax identification number (TIN) ending in 3030
 - ii. **Trumble** Arkansas Contractor License No. 0162670524
 - iii. **Trumble** Secretary of State Filing No. 800088382
- b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Bid package identified as **Bid 23-41, Construction – RTC Transfer Station & Water Sewer Roof Rehab** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
 - ii. **Appendix B:** **Trumble's** bid submittal
 - iii. **Appendix C:** Bid Tabulation
 - iv. **Appendix D:** **Trumble's** Certificate of Insurance
 - v. **Appendix E:** **Trumble's** 100% Performance and Payment Bonds
 1. **Appendix D and E** shall be submitted to the City within the timeframe identified in the bid documents or 10 (ten) calendar days.
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Trumble**.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

CONTRACT: Bid 23-41, Construction – RTC Transfer Station & Water Sewer Roof Rehab

Page 1 of 20

City of Fayetteville, AR

amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) **Trumble's** Proposal (d) City's published bid and associated Addenda.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Vendor: Trumble Construction, Inc., 1944 Clear Springs Rd., Texarkana, TX 75501

4. General Provisions:

- i. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- ii. **Workmanship:** The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- iii. **MATERIALS FURNISHED BY OWNER OR OTHERS:** If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the vendor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the vendor shall be the responsibility of vendor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from vendor of defects, City and Design Professional shall promptly inform the City what action, if any, vendor shall take with regard to the defects.
- iv. **WORKSITE VISIT:** Vendor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- v. Vendor shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.
 - 1. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.
- vi. **COMPLIANCE WITH LAWS:** Vendor shall comply with all the Law at its own cost. Vendor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Vendor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
- vii. **COST OF CORRECTING DAMAGED OR DESTROYED WORK:** With regard to damage or loss attributable to the acts or omissions of City or Others and not to Vendor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Vendor incurs costs or is delayed due to such loss or damage, Vendor may seek an equitable adjustment in the

Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

- viii. Taxes and Permits: Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Vendor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
 - 1. Vendor shall pay applicable taxes and permit fees associated with the entire project.
- ix. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.
- x. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Vendor shall not unreasonably withhold consent to partial occupancy or use.
- xi. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.
- xii. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- xiii. Where figures are given, they shall be preferred to scaled dimensions.
- xiv. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Vendor shall perform the Work as though fully described on both. Vendor shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.
- xv. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, Vendor shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.
- xvi. DEBARMENT AND SUSPENSION: By execution of this agreement, Vendor certifies that to the best of its knowledge and belief that the Vendor and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Vendor understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$50,000.
6. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City.
- f. The "Vendor" is the person or entity identified in this contract and includes Vendor's Representative.
- g. "Day" means a calendar day unless otherwise specified.
- h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.
- i. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.
- j. "Final Completion" occurs on the date when Vendor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Vendor must comply that are enacted as of the Agreement date.

- n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of Vendor's employees in Vendor's principal and branch offices for work associated with this project.
- p. "Owner" is the City of Fayetteville, Arkansas (City).
- q. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- r. The "Parties" are collectively City and Vendor.
- s. The "Project," is the building, facility, or other improvements for which Vendor is to perform Work under this Agreement. It may also include construction by Owner or Others.
- t. The "Schedule of the Work" is the document prepared by Vendor that specifies the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.
- u. "Subcontractor" is a person or entity retained by Vendor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.
- w. A "Sub subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.
- x. A "Supplier" is a person or entity retained by Vendor to provide material or equipment for the Work.
- y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- z. "Work" means the construction services necessary or incidental to fulfill Vendor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- aa. "Worksite" means the area of the Project where the Work is to be performed.
- bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

- a. Before commencing the Work, Vendor shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Vendor, and any visible conditions at the Worksite affecting the Work.

- b. Should Vendor discover any errors, omissions, or inconsistencies in the Contract Documents, Vendor shall promptly report them to the City and Design Professional. Following receipt of written notice from Vendor of defects, City shall promptly inform Vendor what action, if any, Vendor shall take with regard to the defect.
- c. Nothing in this section shall relieve VENDOR of responsibility for its own errors, inconsistencies, or omissions.
- d. COST REPORTING: Vendor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Vendor shall maintain a complete set of all books and records prepared or used by Vendor with respect to the Project. City shall be afforded access to all of Vendor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Vendor shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

- a. Vendor warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Vendor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Vendor further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Vendor's warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Vendor's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. Vendor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Vendor's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Vendor shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work
 - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Vendor in writing. Unless City provides written acceptance of the condition, Vendor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Vendor or give Vendor an opportunity to test or correct Defective Work as reasonably requested by Vendor, City waives Vendor's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

- ii. If Vendor fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Vendor. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to City.
- iii. Vendor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Vendor and allow Vendor an opportunity to correct the Work if Vendor elects to do so. If Vendor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Vendor does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Vendor, City shall promptly provide Vendor with an accounting of the actual correction costs.
- iv. If Vendor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Vendor shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Vendor's other obligations under the Contract Documents.
- vi. Before final payment, at City option and with Vendor's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

- a. SAFETY PROGRAMS: Vendor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Vendor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. VENDOR'S SAFETY REPRESENTATIVE: Vendor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Vendor in writing to City, Vendor's project superintendent shall serve as its safety representative. Vendor shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Vendor is required to file an accident report with a public authority, Vendor shall furnish a copy of the report to City.
- c. Vendor shall provide City with copies of all notices required of Vendor by the Law. Vendor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
 - i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Vendor, or anyone for whose acts Vendor may be liable, shall be promptly remedied by Vendor.

- d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Vendor's safety program, may require Vendor to stop performance of the Work, take corrective measures satisfactory to City. If Vendor does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Vendor agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Vendor's compliance with City's reasonable request.

9. Subcontracts:

- a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Vendor agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.
- b. Vendor agrees not to subcontract Vendor at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

- a. **Trumble**, 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 23-41 as stated in **Trumble's** bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 23-41, all included herein as if spelled out word for word.
- b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of \$89,289.20 US Dollars (\$81,172.00 total bid plus \$8,117.20 for an **owner** contingency).
- c. The City of Fayetteville shall pay **Trumble** for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.
- d. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval 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. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.
- e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.
- f. Not to exceed pricing shall include but not be limited to:
 - i. Labor wages directly employed by Vendor in performing of the Work.
 - ii. Salaries of Vendor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
 - iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Vendor's standard personnel policy, insofar as such costs are paid to employees of Vendor who are included in the Cost of the Work.

- iv. Transportation, travel, hotel, and moving expenses of Vendor's personnel incurred in connection with the Work.
 - v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.
 - vi. Payments made by Vendor to Subcontractors for work performed under this Agreement.
 - vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Vendor.
 - viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Vendor or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
 - ix. Cost of the premiums for all insurance and surety, performance or payment bonds which Vendor is required to procure or deems necessary and approved by City.
 - x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Vendor is liable.
 - xi. Permits, taxes, fees, licenses, tests, royalties.
 - xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
 - xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.
 - xiv. Water, power, and fuel costs necessary for the Work.
 - xv. Cost of removal of all nonhazardous substances, debris, and waste materials.
 - xvi. Costs incurred due to an emergency affecting the safety of persons or property.
 - xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Vendor's Fee, which are reasonably inferable from the Contract Documents.
- g. **STORED MATERIALS AND EQUIPMENT:** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Vendor of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.
- h. **FINAL PAYMENT:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **Trumble** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **Trumble** to be set forth therein.

- i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against **Trumble** or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, **Trumble** shall provide 100% **separate** performance and payment bonds (inclusive of any approved contingency) from a bonding company, licensed to do business in the state of Arkansas. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties.

- a. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

- a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not-to-exceed date. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.
- b. Time is of the essence with regard to the obligations of the Contract Documents.
- c. Unless instructed by City in writing, Vendor shall not knowingly commence the Work before the effective date of Vendor's required insurance and bonds and formal written and signed Purchase Order issued by the City of Fayetteville Purchasing Division.
- d. Schedule of Work: Before submitting its first application for payment, Vendor shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Vendor shall comply with the approved Schedule of the Work or Vendor.
 - i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Vendor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Vendor consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, Vendor may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If Vendor requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, Vendor shall give City written notice of the claim. If Vendor causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

13. Substantial Completion:

- a. Vendor shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Vendor shall promptly and accurately complete all items on the list.

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- b. When Substantial Completion of the Work or a designated portion is achieved, Vendor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Vendor to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Vendor the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Vendor in a mutually agreed upon timeframe.

14. Final Completion:

- a. Upon notification from Vendor that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- b. When the Work is complete, Vendor shall prepare for City's written acceptance a final application for payment stating that to the best of Vendor's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- c. Final payment shall be made to Vendor within thirty (30) Days after Vendor has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- d. Final payment shall be due on Vendor's submission of the following to the City:
 - i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;
 - ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - iii. release of any liens, conditioned on final payment being received;
 - iv. consent of any surety; and
 - v. any outstanding known and unreported accidents or injuries experienced by Vendor or its Subcontractors at the Worksite.
- e. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Vendor. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Vendor shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.

- f. ACCEPTANCE OF FINAL PAYMENT: Unless Vendor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- g. **Trumble** shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:
 - i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (_____ name of surety _____).'*
 - ii. **Trumble** shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

16. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

17. Venue: Venue for all legal disputes shall be Washington County, Arkansas.

18. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing 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 VENDOR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

19. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

20. Insurance:

- a. Before starting the Work and as a condition precedent to payment, Vendor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Vendor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Vendor's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in **Appendix D**.
- b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
- c. Vendor shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Vendor fails to obtain or

maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Vendor or terminate this Agreement.

- d. To the extent commercially available to Vendor from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Vendor shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Vendor shall give City prompt written notice upon actual or constructive knowledge of such condition.
- e. Certificates of Insurance shall list the City as Additional Insured Parties.
- f. PROPERTY INSURANCE:
 - i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.
 - ii. Unless otherwise directed in writing by City, before starting the Work, **Trumble** shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Vendor, Subcontractors, Sub subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and **not** exclude:
 - 1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Vendor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;
 - 2. damage resulting from defective design, workmanship, or material;
 - 3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;
 - 4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;
 - 5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
 - 6. physical loss resulting from Terrorism.
 - iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible

amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

- iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Vendor before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.
- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
 - 1. To the extent of the limits of Vendor's Commercial General Liability Insurance, Vendor shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Vendor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Vendor to purchase and maintain additional liability coverage. Vendor shall provide:
 - i. Additional Insured. City shall be named as an additional insured on Vendor's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Vendor, or those acting on Vendor's behalf, in the performance of Vendor's work for Owner at the Worksite. The insurance of the Vendor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.
 - ii. OCP. Vendor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

- i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by VENDOR. Before commencing the Work, Vendor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Vendor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Vendor and incorporated in the Work. Vendor shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- j. PROFESSIONAL LIABILITY INSURANCE: To the extent Vendor is required to procure design services, Vendor shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Vendor's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. Vendor's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

22. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of Trumble:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist Trumble by placing at Trumble's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist Trumble in obtaining access to property reasonably necessary for Trumble to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by Trumble and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to Trumble in a timely manner.
 - vi. The City of Fayetteville Facilities Director is the project representatives with respect to the services to be performed under this Agreement. The Facilities Director Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

23. Cost Opinions and Projections: Cost opinions and projections prepared by the Trumble relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on Trumble experience, qualifications, and judgment as a Trumble professional.

24. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **Trumble** shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

25. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **Trumble** is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to **Trumble** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Trumble's** default.
- d. If termination for default is affected by **Trumble**, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **Trumble** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Trumble** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs above, **Trumble** shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **Trumble** in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of **Trumble** to fulfill contractual obligations, it is determined that **Trumble** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

26. Delays

- a. In the event the services of **Trumble** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond **Trumble's** reasonable control, **Trumble** shall be entitled to additional compensation and time for reasonable documented costs incurred by **Trumble** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Trumble**, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits

- a. **Trumble's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

28. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Trumble** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **Trumble** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Trumble** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Trumble** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **Trumble**, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

29. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to **Trumble** for services rendered by **Trumble**. All parties agree if funding should become insufficient to complete the project, VENDOR shall be notified in a timely manner.

30. Publications:

- a. Recognizing the importance of professional services on the part of **Trumble's** employees and the importance of **Trumble's** public relations, **Trumble** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Trumble's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **Trumble**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Trumble's** activities pertaining to any such publication shall be for **Trumble's** account.

31. Indemnification:

- a. The CITY requires the **Trumble** to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the **Trumble**, or their employees, agents, Subcontractors, sub consultant and Suppliers of the **Trumble**.

32. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **Trumble** may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **Trumble** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **Trumble** has been compensated for all Services rendered, provided, however, that Vendor shall have the unrestricted right to their use. **Trumble** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **Trumble**.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Trumble** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

33. Additional Responsibilities of Trumble:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Trumble** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. **Trumble** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Trumble's** negligent performance, except beyond the **Trumble's** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

- c. **Trumble's** obligations under this clause are in addition to Vendor's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Trumble** for faulty materials, equipment, or work.

34. Audit and Access to Records:

- a. **Trumble** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **Trumble** shall also maintain the financial information and data used by **Trumble** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **Trumble** will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Trumble**;
 - 2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

35. Covenant Against Contingent Fees:

- a. **Trumble** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **Trumble** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

36. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that Trumble or any of Trumble agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to Trumble terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against Trumble as it could pursue in the event of a breach of the Agreement by Trumble. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs Trumble incurs in providing any such gratuities to any such officer or employee.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and TRUMBLE CONSTRUCTION, INC. by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

TRUMBLE CONSTRUCTION, INC.

By: _____
Lioneld Jordan, Mayor

By: _____
Robert Trumble, President

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 11-14-2023



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Purchasing Division – Room 306

113 W. Mountain

Fayetteville, AR 72701

Phone: 479.575.8258

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 23-41, Construction – RTC Transfer Station & Water Sewer Roof Rehab

DEADLINE: TUESDAY, OCTOBER 24, 2023 before 2:00 PM, Local Time

PRE-BID MEETING: Thursday, October 5, 2023 at 2:00 PM in Room #111 of City Hall

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE & ADVERTISEMENT: 09/24/2023 & 10/01/2023

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

NOTICE TO ALL BIDDERS:

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

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

FILE #00: REQUIRED SIGNATURE FORMS – 4 Total Pages

FILE #01: PROJECT MANUAL – 71 Total Pages

FILE #02: PLANS – 2 Plan Sheets

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

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

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

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Appendix A
Bid 23-41, Construction - RTC
Transfer Station & W/S Roof Rehab
City Issued Bid



Project Check List

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

☐

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

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

☐

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

☐

All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☐

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

☐

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

☐

Additional Information Required:

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

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Appendix A
Bid 23-41, Construction - RTC
Transfer Station & W/S Roof Rehab
City Issued Bid

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-41, Construction – RTC Transfer Station & Water Sewer Roof Rehab

The City of Fayetteville is accepting sealed bids from properly licensed firms for the alteration of the two (2) existing standing seam metal roofs located at the Fayetteville Recycling & Trash Transfer Station and at Fayetteville's Water and Sewer Operations Center. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

A non-mandatory Pre-Bid meeting will be held **Thursday, October 5, 2023 at 2:00 PM**, in Room #111 of Fayetteville City Hall. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, October 24, 2023 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Purchasing Division. All bids shall be received prior to the bid deadline. Late or misdirected bids shall not be accepted. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment.

Each bid exceeding \$50,000 shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond for five (5) percent of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. A one hundred percent (100%) performance bond and separate payment bond is required with the contract awarded. A State of Arkansas Contractor's License is required for all bids exceeding \$50,000 and license shall be valid at the time of bid deadline. Any vendor performing a service shall be registered with the Arkansas Secretary of State.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

City of Fayetteville

By: Amanda Beilfuss

City Sr. Purchasing Agent

P: 479.575.8220 Email: abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 09.24.23 & 10.01.23

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX.



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SECTION 01

INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

- 1.1. Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- 1.5 Local Time - Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division and shall constitute all the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications, and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Project Manager of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Project Manager by City of Fayetteville's of such underground facilities or others, and City of Fayetteville and Project Manager do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 3.8 Mobilization shall not exceed 5% of bid.

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

- 3.9 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.
- 3.10 Open burning and blasting are not allowed on City projects.
- 3.11 Contractor is responsible for obtaining all applicable permits; however, fees for City-issued permits shall be waived.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Project Manager not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Project Manager.
- 5.4 Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 Estimated quantities are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

PART SEVEN - UNIT PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.3 Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.4 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.
- 8.5 All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax-exempt entity.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- 9.2 All names must be typed or printed in black ink below the signature.
- 9.3 The address and telephone number for communications regarding the Bid must be shown.
- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.
- 9.6 Arkansas Contractor's License shall be valid at time of bid.
- 9.7 Vendor shall not be debarred from doing business with any government entity.

PART TEN - BID BOND

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement for Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES
 - 1. After contract award, the Contractor will provide the City with a 100% performance bond and a separate payment bond, as required in the contract.
 - 2. Upon the City receiving and accepting the 100% Performance and Payment Bonds, the City will issue a Purchase Order along with a Notice of Award (NOA).
 - a. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time.
 - 3. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

4. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.
 5. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.
-
- 11.2 After the Notice of Award has been issued, Contractor shall furnish two original surety performance bonds and payment bonds, equal to one hundred percent of the contract price.
 - 11.3 If Required -- Contractor shall include provisions in the bonds which will guarantee the faithful performance of the prevailing hourly wage clause as required by the Arkansas Prevailing Wage Law, Arkansas Code Annotated § 22-9-308(d).
 - 11.4 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
 - 11.5 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
 - 11.6 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
 - 11.7 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached. The performance and payment bond shall be furnished to the City of Fayetteville accompanied by a receipt stamped by the Washington County Circuit Clerk's Office. Before any work is performed under this contract, the bond shall be filed with the clerk of the circuit court of Washington County, Arkansas and accepted by the City of Fayetteville Project Manager.
 - 11.8 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE – INSURANCE REQUIREMENTS

- 12.1 The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

INSTRUCTIONS TO BIDDERS

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

- 12.2 This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

PART THIRTEEN - CONTRACT TIME

- 13.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.
- 13.2 Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without City of Fayetteville's written consent.

PART FOURTEEN - LIQUIDATED DAMAGES

- 14.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FIFTEEN – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 15.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART SIXTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 16.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size, and specification as to what has been specified, will be acceptable for consideration. All requests for approved equals shall be submitted by e-mail. Such request to obtain a pre-approved equal shall be made in writing to Amanda Beilfuss, Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov. The Sr. Purchasing Agent will forward any such requests to the responsible City Department for review. Approval of all submittals will be made only by Addendum to all holders of Bidding Documents by the City of Fayetteville Purchasing Division.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Project Manager's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.
- 17.2 CERTIFICATION OF FUNDS:
Notice: bidders are required to provide pricing for all line items. Failure to provide deductive alternate pricing can result in bid rejection. The City intends to award this contract to the lowest qualified responsive responsible bidder based on the lump sum bid as long as such bid falls within the amount of funds certified for the project, plus 25%.
1. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order until bids can be compared within the amount certified, plus 25%. In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected.
 2. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five percent (25%) of the certification of funds.
- 17.3 DEDUCTIVE ALTERNATE:
1. There are no deductive alternates in this bid.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. A bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1 The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established 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/Architect shall determine, or The City of Fayetteville may withhold, in accordance with the General Requirements.
 2. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer/Architect, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer/Architect, The City of Fayetteville on recommendation of Engineer/Architect, 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.
 3. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the General Requirements.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

- 26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

- 27.1 Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid:
1. Americans with Disabilities Act
 2. Storm water discharge regulations enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit AR001000 prior to commencing work at the site.
 3. If Required -- Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder. (See Section 01 41 13 - Regulatory Requirements for PREVAILING WAGE DETERMINATION for this project.)
 4. Bidder shall perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

END OF SECTION 01

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

SECTION 02

BID FORM

***NAME OF FIRM:** _____

Purchase Order/Payments shall be issued to this name

***D/B/A or Corporation Name** _____

***BUSINESS ADDRESS:** _____

***CITY:** _____ ***STATE:** _____ ***ZIP:** _____

***PHONE:** _____ **FAX:** _____

***E-MAIL:** _____

UNIQUE ENTITY NUMBER: _____ **CAGE NUMBER:** _____

***TAX ID NUMBER:** _____ **AR CONTRACTORS LICENSE #:** _____

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Total Completion Time and Liquidated Damages Including Alternative: Substantial completion shall be **45 consecutive calendar days** from the date established in a written notice to proceed. Final completion shall be 15 days after substantial completion. The bidder must agree also to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid opening.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

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>
MECHANICAL:	_____	_____
PLUMBING:	_____	_____
ELECTRICAL:	_____	_____
ROOFING AND SHEET METAL:	_____	_____
Other (designate)	_____	_____

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \$_____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

Section 03

CONTRACTOR REFERENCES

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

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

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

1. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

3. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

2. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

4. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

SECTION 04

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

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

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

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)

Appendix A
Bid 23-41, Construction - RTC
Transfer Station & W/S Roof Rehab
City Issued Bid

END OF SECTION 04

BID BOND

SECTION 05

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of \$ _____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20_____, entered into a contract with Owner for **BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

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

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

- A. Complete the Contract in accordance with its terms and conditions, or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

Signed and sealed this _____ day of _____, 20____.

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

Approved as to Form:

Attorney for _____

SECTION 06

LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with the Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \$ _____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

- B. The above-named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.
 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 20_____.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

Approved as to Form:

Attorney for _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT MANUAL
FOR
CITY OF FAYETTEVILLE
ROOF MAINTINENCE:
WATER & SEWER OPERATIONS CENTER
AND
TRASH & RECYCLING TRANSFER STATION &
MATERIAL RECOVERY FACILITY

CITY OF FAYETTEVILLE, ARKANSAS

09-19-2023

FOR CONSTRUCTION

Architect

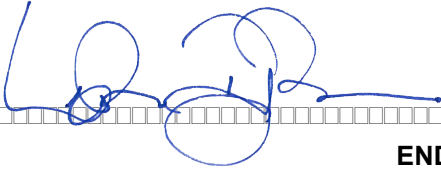
WER NORTHWEST ARKANSAS, PLLC
112 W. CENTER ST, SUITE 410
FAYETTEVILLE, ARKANSAS 72701
(479) 966.4477 OFFICE

ARCHITECT'S PROJECT NUMBER
FAYONC22.00
COPYRIGHT 2023/WER

SECTION 00 0105
CERTIFICATIONS PAGE

ARCHITECT

I HEREBY CERTIFY THAT THIS PROJECT MANUAL WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF ARKANSAS.

NAME:  DATE: 09 19 23 REG. NO C-44
END OF SECTION

Appendix A
Bid 23-41, Construction - PTC
Transfer Station & W/S Roof Rehab
City Issued Bid

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FAYONC22.00

City of Fayetteville

Water & Sewer + Recycling & Trash

Roof Maintenance

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DIVISION 09 -- FINISHES NOT USED
DIVISION 10 -- SPECIALTIES NOT USED
DIVISION 11 -- EQUIPMENT NOT USED
DIVISION 12 -- FURNISHINGS NOT USED
DIVISION 14 -- CONVEYING EQUIPMENT NOT USED
DIVISION 15 -- 33 NOT USED

END OF SECTION

Appendix A
Bid 23-41, Construction - RTC
Transfer Station & W/S Roof Rehab
City Issued Bid

**SECTION 00 6325
SUBSTITUTION REQUEST FORM**

PRE-BID SEND TO:
AMANDA BEILFUSS
SR. PURCHASING AGENT
CITY OF FAYETTEVILLE
113 W. MOUNTIAN STREET
FAYETTEVILLE, AR 72701
PHONE: 479-575-8220

POST-BID SEND TO:
BEN CRUCE
PROJECT ARCHITECT
WER ARCHITECTS
112 W. CENTER STREET, SUITE 410
FAYETTEVILLE, AR 72701
PHONE: 479-966-4477

SECTION: **PARAGRAPH:** **SPECIFIED ITEM:**

PROPOSED SUBSTITUTE:

ATTACH, COMPLETE DESCRIPTION, DESIGNATION, CATALOG OR MODEL NUMBER, SPEC DATA SHEET, AND OTHER TECHNICAL DATA, INCLUDING LABORATORY TESTS IF APPLICABLE.

ANSWER THE FOLLOWING QUESTIONS:

WILL SUBSTITUTION AFFECT DIMENSIONS INDICATED ON DRAWINGS IS THE SIZE DIFFERENT PHYSICAL SIZE

WILL SUBSTITUTION AFFECT WIRING, PIPING, DUCTWORK, ETC. INDICATED ON DRAWINGS THIS INCLUDES LOWER OR HIGHER ELECTRICAL LOAD AND OR VOLTAGE DIFFERENT BTU HEAT LOAD AND OR OR VENTING REQUIRED CLEARANCES, ETC.

WHAT AFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES

LIST ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM:

IF NECESSARY, WILL THE UNDERSIGNED PAY FOR ARCHITECTS ENGINEER S COSTS, REQUIRED TO REVISE WORKING DRAWINGS, THAT ARE CAUSED BY SUBSTITUTION

MANUFACTURER S WARRANTY OF PROPOSED ITEMS ARE ☐ SAME ☐ DIFFERENT

PROPOSED COST SAVINGS USING SUBSTITUTION PRODUCT:

REVIEW COMMENTS:

- ☐ **APPROVED**
☐ **APPROVED AS NOTED SEE ATTACHED EXPLANATION**
☐ **NOT APPROVED REJECTED**
☐ **REJECTED RECEIVED TOO LATE NOT REVIEWED**

REMARKS: **REVIEWED BY:**

SUBMITTED BY:

FIRM:

ADDRESS:

SIGNATURE:

DATE:

PHONE EMAIL:

END OF SECTION

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**SECTION 01 1000
SUMMARY**

PART 1 GENERAL V.22

1.01 PROJECT

- A. Project Name: City of Fayetteville Water & Sewer Operations Center + Trash & Recycling Transfer Station & Material Recovery Facility Roof Maintenance.
- B. Owner's Name: City of Fayetteville Arkansas.
- C. Architect's Name: WER Architects.
- D. The Project consists of the alteration of two existing standing seam metal roofs located at the City of Fayetteville Water and Sewer Operations building and the City of Fayetteville Trash Transfer Station & Material Recovery Facility .

1.02 CONTRACT DESCRIPTION

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is indicated on drawings.

1.04 WORK BY OWNER

- A. The Owner, without sacrificing their right to do so, does not plan to undertake significant work with their own forces within the construction site prior to Substantial Completion.
- B. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion.
- C. Items and equipment noted to be Contractor Furnished and Contractor Installed is to be purchased new by the Contractor and all cost associated with the handling, installation and connection should be included turn-key in the project. All items and equipment noted to be Contractor Installed shall be coordinated with provider and the Contractor shall include all costs for handling, installation and connection in the project.
- D. Cooperate fully with the Owner's own forces or separate contractors, if any, so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- C. Do not unreasonably encumber site with materials or equipment. Confine stockpiling of materials to areas authorized by Owner.
- D. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.

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2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- E. Workers on the jobsite are to be reminded that adjunct areas are occupied and in use on the campus. **W**orkers are to be reminded that adjunct areas are occupied and in use on the campus. **W**orkers are to be reminded that adjunct areas are occupied and in use on the campus. **A**djunct areas are occupied and in use on the campus.
- F. Existing building spaces may not be used for storage.
- G. Time Restrictions:
 1. Limit conduct of especially noisy exterior work to the hours of 7:00 am through 4:00 pm.
- H. Utility Outages and Shutdown:
 1. Limit disruption of utility services to hours the building is unoccupied.
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 3. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Appendix A
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**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G-702 Application and Certificate for Payment.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and three hard-copies of each Application for Payment.

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Price and Payment Procedures

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1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 15 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
- E. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 6325 - Substitution Request Form: Required form for substitution requests made prior to or after award of contract (During procurement or construction).
- B. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. General Clarification: Where a definite material is specified it is not the intent to discriminate against any equal product from another manufacturer. It is the intent to set a definite standard. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when requested by Architect. No substitution shall be made unless authorized in writing by the Architect. If the Contractor proposes to substitute an equal product, he shall make this fact known, in writing, to the Architect as soon as possible after the award of the contract.
- B. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system including aesthetics of physical properties such as available colors, patterns and textures.
 2. Agrees to provide the same warranty for the substitution as for the specified product.
 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.

- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms included in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing the form in Section 006325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable. Substitutions before award of contract must be submitted the City of Fayetteville Purchasing Division.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing the form in Section 00 6325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable. Substitutions after award of contract shall be submitted to the architect.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Substitutions submitted before award of contract will be accepted or rejected via addendum.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form to be included in the addendum.
- C. Substitutions submitted after award of contract, Architect will notify Contractor in writing of decision to accept or reject request.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be recorded into submittal and any required changes to the Construction Documents will be incorporated into the work by issuance of Change Order, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

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Substitution Procedures

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**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Electronic document submittals.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Change Order requirements.
- G. Contractor Liability requirements.
- H. Coordination drawings.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.

1.03 PROJECT COORDINATION

- A. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for construction & delivery access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- F. Make the following types of submittals to Architect:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTALS

- A. Any documents transmitted for purposes of administration of the contract will be in electronic (PDF) format and transmitted via an Internet-based e-mail service.
 - 1. In addition to submittals for review, information, and closeout, this procedure will apply to requests for information (RFIs), progress documentation, contract modification documents

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(e.g. supplementary instructions, proposal requests, change orders), applications for payment, field reports and meeting minutes, and any other document the Contractor or Architect wish to make part of the project electronic record.

2. Contractor and Architect will use conventional e-mail for this service, subject to the limitations of the service provider (file size).
 3. It is the Contractor's responsibility to submit documents in PDF format via file attachment to e-mail directed to ABC Architect. Addressee will be determined at the pre-construction conference. Documents shall be reviewed and stamped by the contractor prior to submission. PDF documents without contractors stamp, signature and/or initials, & date will not be reviewed. Each scan or PDF copy, especially large format documents or drawings, shall be individually stamped, if transmitted as individual files. Assembled documents in a single file need only be stamped once.
 4. Subcontractors, suppliers, and Architect's consultants are required to use the e-mail transmission of review documents, and provide copies directed to the Architect and Contractor.
 5. Users of the electronic document submission process shall provide an email address and Internet access. PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), is encouraged, unless scan to PDF file capability is provided by the document generator / provider.
 6. Paper documents & transmittals of electronic submissions will not be reviewed; emailed PDF documents without transmittal letters / forms from the contractor will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to physical samples or color selection charts.
- B. Cost: The cost of the electronic document submittal(s) is to be paid by Contractor; include the cost of the submittals in the contract sum.
- C. Project Closeout: Architect will determine which project electronic document files shall be archived for the Owner. The contractor shall provide these documents electronically and physical components as part of the close out document submission.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect.
 3. Contractor.
- C. Agenda:
 1. Distribution of Contract Documents.
 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 3. Designation of personnel representing the parties to Contract, the Owner and Architect.
 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 5. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 1. Contractor.
 2. Owner.

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3. Architect.
 4. Contractor's Superintendent.
 5. Major Subcontractors.
- C. Agenda:
1. Use of premises by Owner and Contractor.
 2. Owner's requirements .
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Security and housekeeping procedures.
 6. Schedules.
 7. Application for payment procedures.
 8. Procedures for testing.
 9. Procedures for maintaining record documents.
 10. Requirements for start-up of equipment.
 11. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.06 COORDINATION DRAWINGS

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- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.07 DIGITAL DOCUMENT FILES AND RELEASES

- A. BIM Models: Projects are created by Architect and Engineers using Building Information Modelling software and not all projects will have these files available for Contractor's use. The final model is a composite of multiple models that will require separate models from consultants. Contact Architect and Engineers for specific availability and cost.
- B. AutoCAD files: Do not exist for architectural plans. Architect has capability to generate AutoCAD files that resemble the sheets as seen in the Construction Documents as well as generate entire floor plans of the building. This service can be provided at a cost to the Contractor per sheet/floor plan desired. See end of section for Digital Release form.
- C. Portable Digital Format (PDF): PDF of issued drawings can be provided to Contractor at no cost. Contact Architect for availability.
- D. Other documents: Contractor will have to directly contact consultants for trade specific files, such as AutoCAD files for topographical layout, etc.

3.08 REQUESTS FOR CHANGE ORDERS

- A. In order to facilitate checking of quotations for extras or credits, all proposals, except for those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

3.09 CONTRACTOR LIABILITY REQUIREMENTS

- A. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect Engineer and the Architect Engineer's consultants as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Architect / Engineer, Engineer, and their respective Consultants are responsible for their own Professional Liability coverage.

3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
 - 5. Delegated Design Deferred submittals.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.

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6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Information: Submit one electronic copy.
- C. Documents for Project Closeout: Make electronic reproductions of submittal files originally reviewed. Include electronic files of any submittals for information. All hard copies of Operational Manuals included with products and equipment should be collected and retained for close out documentation.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates required for jobsite use & verification.
 2. Retained samples will not be returned to Contractor unless specifically so stated. Digital documentation of approved samples will be provided.

3.14 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form and Contractors transmittal form. Transmittal shall be numbered sequentially and revised submittals should include original number and a sequential alphabetic suffix. Transmittal shall include list of each specification section or sections that are included in the submittal contents. Send transmitted submittal as one complete PDF; multiple files will not be reviewed and will need to be reassembled by Contractor.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Deliver physical submittals to Architect at business address. In some instances, larger physical samples can be coordinated to be delivered to the construction site, typically for use in a mock-up.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items. Transmit higher priority submittals first and provide date for anticipated return of submittal.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. When large quantities of submittals are transmitted in a short time frame, review time may take longer. Mark high priority submittals on transmittal to notify / assist in an expedited review.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work. Any proposed change or deviation from Contract Document plans or specifications must be clearly noted and easily identifiable on the submittal. Any change must be identified and specifically requesting approval of proposed deviation by Architect or Engineer of Record. Failure to follow this

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requirement results in submitted deviation bearing the complete responsibility of the contractor.

- H. Comments made in submittals by Architect or Engineer that change contract costs need to be submitted to Architect as a Potential Change Order for Claims for review and approval by Owner prior to the change to project scope. Failure to follow this requirement, whether a cost savings or cost increase, results in the submitted cost change bearing the complete responsibility of the providing contractor.
- I. Provide space for Contractor and Architect review stamps. Submittals must be reviewed and stamped by Contractor, unstamped submittals will not be reviewed and will be returned.
- J. Submittals to be as complete, comprehensive and accurate as possible. Include all components requested to be reviewed in Submittal section 1.03 of the specifications. Do not split up a single specification section into multiple submittals (ie product data, samples, shop drawings, etc.). Avoid grouping unrelated specifications sections together in a submittal.
- K. Each submittal will only be reviewed two times; once for original review and then a second time for a potential revised submittal. Any further additional reviews must include General Contractor's explanation for their inability to conform with requirements. Additional reviews beyond aforementioned may have costs associated to complete additional reviews.
- L. When revised for resubmission, identify all changes made since previous submission. Cloud all changes and revised details / notes. Address all comments and/or questions posed in previous submission; lack of addressing all previous review comments are grounds for rejections of submittal. Include previous reviewed submittal pages after the last page of the new submittal information.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

3.15 AUTOCAD RELEASE FORM

- A. At your request, Witsell Evans Rasco, P.A. (WER) will provide electronic files for your convenience and use in the preparation of a bid or shop drawings related to Project: _____ subject to the following terms and conditions.
- B. WER's electronic files are compatible with AutoCad as a dwg. file. WER makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.
- C. Data contained on these electronic files is part of WER's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of bids or shop drawings for the referenced project. Any other use or reuse by you or by others, will be at your sole risk and without liability or legal exposure to WER. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WER, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.
- D. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless WER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.
- E. **T**_____. Differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. WER makes no presentation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed contract documents prepared by WER and electronic files, the signed contract documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.
- F. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, WER reserves the right to remove all indications of its ownership and/or involvement from each electronic display.
- G. WER will furnish you electronic files at a cost of **150.00** per building floor or sheet, for the following:
1. _____
 2. _____
 3. _____
- A service fee of () shall be remitted to WER prior to delivery of the electronic files.
- H. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by WER and WER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WER be liable for any loss of profit or any consequential damages.

SIGNED: _____

WITSELL EVANS, RASCO PA CONTRACTOR NAME TITLE

DATE: _____

ADDRESS PHONE NUMBER

END OF SECTION

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Administrative Requirements

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**SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. Within 10 days after joint review, submit complete schedule.

1.03 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches. Provide electronic file(s) in PDF format.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Provide sub-schedules to define critical portions of the entire schedule.
- D. Include conferences and meetings in schedule.
- E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- G. Indicate delivery dates for owner-furnished products.
- H. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

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Construction Progress Schedule

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- A. Maintain schedules to record actual start and finish dates of completed activities. Revised schedules should show original baseline start and finish dates for activities in comparison with actual work started and completed.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Provide and pay for all lighting, heating and cooling, and ventilation required for construction purposes.
- C. Existing facilities may not be used.
- D. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Provide telephone, cellular phone, and high-speed internet connection to jobsite.
- C. Provide on jobsite capacity of viewing and printing out physical copies of electronic versions of construction documents, submittals, RFIs, ASI, etc.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
- B. Used material may be used for construction fence. Provide duplicate keys of any gate lock to Owner. Contractor to be responsible for maintenance of fence for duration of project.

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1.07 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction as detailed by Architect.
- B. Erect on site at location established by Architect.
- C. Project Identification Signs:
 - 1. One painted sign, 64 square feet area, bottom 3 feet above ground.
 - 2. Content:
 - a. Project title, logo and name of Owner as indicated on Contract Documents.
 - b. Names and titles of authorities.
 - c. Names and titles of Architect/Engineer.
 - d. Name of Prime Contractor.
 - 3. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer.
- D. Sign Materials:
 - 1. Structure and Framing: New wood, structurally adequate.
 - 2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4-inch thick, standard large sizes to minimize joints.
 - 3. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
 - 4. Lettering: Exterior quality paint, contrasting colors as selected.
- E. Installation:
 - 1. Install project identification signs within 15 days after date fixed by Notice to Proceed.
 - 2. Erect at location directed by the Architect.
 - 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 - 4. Install signs surface plumb and level, with butt joints. Anchor securely.
 - 5. Paint exposed surfaces of signs, supports, and framing.
- F. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
- G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore the area.
- H. No other signs are allowed without Owner permission except those required by law.

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1.11 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Appendix A
Bid 23-41, Construction - RTC
Transfer Station & W/S Roof Rehab
City Issued Bid

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Temporary Facilities and
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**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, manufacturer warranties and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made of wood from newly cut old growth timber.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions.
 - 2. If wet-applied, have lower VOC content.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.

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4. Have longer documented life span under normal use.
5. Result in less construction waste.
6. Are made of recycled materials.
7. Are Cradle-to-Cradle Certified.
8. Have a published GreenScreen Chemical Hazard Analysis.

D. Provide interchangeable components of the same manufacture for components being replaced.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

2.05 WARRANTY

- A. For all products, where no specific extended warranty period has been identified, provide no less than manufacturer's standard warranty for product line for quality grade specified.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 1. Review Owner reviewed shop drawings, product data, and samples. Notify Owner and Architect immediately if supplied product affects installed final work.
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 3. Handle, store, install and finish products.
 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.

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- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, and selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State of Arkansas and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent

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responsibilities for installing, connecting to, and placing in service, such equipment.

- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:

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1. Review conditions of examination, preparation and installation procedures.
 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 1. Site improvements including pavements, stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 2. Grid or axis for structures.
 3. Building foundation, column locations, and ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
 2. Relocate items indicated on drawings.
 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new

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Requirements

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construction.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.

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- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.

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- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion. When each item is completed, have each item initialled by Project Superintendent and dated when completed. Include in project closeout documentation.

END OF SECTION

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**SECTION 01 7800
CLOSEOUT SUBMITTALS**

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1.01 SECTION INCLUDES

- A. Project Completion Documents.
- B. Project Record Documents.
- C. Operation and Maintenance Manuals.
- D. Warranties and bonds.

1.02 SUBMITTALS

- A. Close Out Document Manuals: All information to be scanned to digital format and submitted to Architect. Retain all hard copies for one complete set for the Owner. Submit complete sets of the following:
 - 1. Project Completion Documents:
 - 2. Project Record Documents:
 - 3. Operation and Maintenance Manuals:
- B. Final Application for Payment: Submit fully executed

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT COMPLETION DOCUMENTS

- A. Project Directory: Include list of all Contractors, Owner, Architects, Engineers, Subcontractor and prime material suppliers. List to include trade involved, primary contact name, phone number, mailing address and email address.
- B. Waiver of Liens: Provide for all trades and prime material suppliers.
- C. Warranties: Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment. Warranty begins on the date of acceptance
 - 1. Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment.
 - 2. Warranties begin on the Date of Substantial Completion, unless delayed or specifically excluded.
 - 3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, the listing date of acceptance is the beginning of the warranty period.
 - 4. Verify that documents are in proper form, contain full information, and are notarized.
 - 5. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- D. Certificate of Substantial Completion: Provide fully executed form with punch list attached.
- E. Contractor's Punch List: Provide completed list of items requiring completion or correction. Include any attachments for revisions provided by Architect and/or Engineer. Punch list should be noted that all items were corrected and completed with trade responsible identified.
- F. Certificate of Occupancy: Provide form as issued for authority having jurisdiction.
- G. Consent of Surety: Provide fully executed surety letter when project has associated bonds provided by contractor.

3.02 PROJECT RECORD DOCUMENTS

- A. Record Drawings : Legibly mark construction drawings with each item to record actual construction including the following:
 - 1. Measured depths of foundations in relation to finish first floor datum.

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
 6. Changes made by Addenda and Change Orders.
 7. Record information concurrent with construction progress.
- B. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda, Change Orders and other modifications.
- C. Addenda: Insure all addenda items have been included and posted to record documents.
- D. Change Orders: Include all executed Change Orders, Allowance purchases and other modifications to the contract.
- E. Submittals, Shop Drawings, Product Data and Samples:
1. Shop Drawings: Include records of manufacturer's instruction for assembly, installation and adjusting.
 2. Product Data: Include list of all products and model number provided.
 3. Samples: Include material samples of all selected interior finishes. Samples to include label indicating manufacturer, product model number, color, finish and other identifying elements. Full color photographs are acceptable for larger samples.
- F. Test Reports and Special Inspections:
- G. Maintain on site a complete set of record documents; record actual revisions to the Work:
- H. Ensure entries are complete and accurate, enabling future reference by Owner.
- I. Store record documents separate from documents used for construction.
- J. Record information concurrent with construction progress.

3.03 OPERATION AND MAINTENANCE MANUAL GENERAL

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.04 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

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3.05 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Provide schedule of all equipment that require instruction on operation and/or continual maintenance. Coordinate instruction for all equipment with Owner and/or Owner's Representative and record name and contact information of all in attendance. Video recording of instructions provided is recommended.
- B. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Additional Requirements: As specified in individual product specification sections.

3.06 CLOSE OUT DOCUMENT MANUALS

- A. Provide all Close Out information in digital format, saved in PDF files, and neatly organized for ease of navigation. Arrange by Specification Sections as Table of Contents. Architect can provide file format for use as needed.
- B. Where paper documents are provided by manufacturers, scan into records and combine and include into Hard Copy Close Out Documents.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers, 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under specification section numbers and sequence of Table of Contents of this Project Manual.

- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Operating instructions.
 - 2. Maintenance instructions for equipment and systems.
 - 3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 4. Air and water balance reports.
 - 5. Certificates.
 - 6. Photocopies of warranties and bonds.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- L. Arrange digital PDF copies of documents in similar fashion using file folders. Name file type with simple explanation of contents using shortest file names type possible. Provide digital files on flash USB drives.
- M. Provide owner training videos saved electronically and transmitted in USB drives. Provide sign-in sheets for all attendees for Owner Training sessions and include in closeouts.

END OF SECTION

SECTION 02 4100 DEMOLITION

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Removal and replacement of all exposed fasteners.
- B. removal and cleaning of all existing liquid applied fasteners
- C. No demolition to be performed without the approval of the Architect or Owner

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.

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- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 07 5600
LIQUID APPLIED FLASHING**

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. This section specifies all labor, materials, transportation, equipment, and services necessary to install KARNAK's 502 RC-W Elasto-Kote SEBS Thermoplastic Rubber Metal Roof Repair System.

1.02 REFERENCES:

- A. Factory Mutual (FM Global) - Approval Guide
- B. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards
- C. National Roofing Contractors Association (NRCA)
- D. American Society of Civil Engineers (ASCE)

1.03 DEFINITIONS:

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

1.04 PERFORMANCE REQUIREMENTS:

- A. Provide an installed roof coating that does not permit the passage of water.
- B. Manufacturer shall provide all primary coating materials that are physically and chemically compatible when installed in accordance with manufacturer's current application requirements.

1.05 SUBMITTALS:

- A. Provide product data sheets for each type of product indicated in this section.
- B. Provide manufacturer's standard details and approved shop drawings for the specified system.
- C. Installer shall provide written documentation from the manufacturer of their authorization to install the system, and eligibility to obtain the warranty specified in this section.
- D. Certification showing full-time quality control of production facilities and that each batch of material is tested to ensure conformance with the manufacturer's published physical properties.
- E. Manufacturer's certification that all waterproofing system products meet current Volatile Organic Compounds (VOC) regulations as established by the State in which they are being installed; and stating total VOC content, in grams per liter, for all system components (i.e., primers, adhesives, coatings, etc.).

1.06 QUALITY ASSURANCE:

- A. Manufacturer's Qualifications: Manufacturer shall demonstrate qualifications to supply materials of this section by certifying the following:
 - 1. Coating Manufacturer must show evidence that the specified coating has been manufactured by the same organization or direct affiliate for fifteen (15) years.
 - 2. Coating Manufacturer shall have available an in-house technical staff to assist the contractor, when necessary, in application of the products and final inspection of the assembly.
- B. Installer's Qualifications: The Contractor shall demonstrate qualifications to perform the work of this Section by submitting the following documentation:
 - 1. Certification or license by the waterproofing membrane manufacturer as a trained applicator of the product the installer intends to use.
- C. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary coating manufacturer.
- D. Final Inspection

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1. Manufacturer's representative shall provide a comprehensive final inspection after completion of the coating system. All application errors must be addressed, and the final punch list completed.

1.07 PRE-INSTALLATION CONFERENCE:

- A. Prior to scheduled commencement of the coating installation and associated work, conduct a meeting at the project site with the installer, architect, owner, manufacturer's representative, and any other persons directly involved with the performance of the work. The installer shall record conference discussions to include decisions and agreements reached (or disagreements) and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to waterproofing work.

1.08 REGULATORY REQUIREMENTS:

- A. All work shall be performed in a safe, professional manner, conforming to all federal, state and local codes.
- B. All coating system components shall meet current VOC regulations as established by the State in which they are being installed; and stating total VOC content, in grams per liter, for all system components (i.e., primers, adhesives, coatings, etc.)

1.09 DELIVERY, STORAGE AND HANDLING:

- A. Deliver all coating materials to the site in original containers, with factory seals intact.
- B. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range.
- C. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.
- D. Remove manufacturer supplied plastic covers from materials provided with such. Use "breathable" type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each workday. Do not remove any protective tarpaulins until immediately before the material will be installed.
- E. Materials shall be stored above 50°F (10°C) a minimum of 24 hours prior to application.

1.10 PROJECT CONDITIONS:

- A. Weather:
 1. Proceed with coating only when existing and forecasted weather conditions permit.
 2. Coating installation can proceed when ambient temperatures are above 50°F (10°C), humidity levels are 85% or below and provided the ambient air and substrate temperatures are minimum of 5°F above the dew point.
 3. It is recommended that overnight temperatures be above 40°F (10°C) when applying the coating system. Consult with the manufacturer for cold weather installation procedures when ambient temperatures are expected to fall below the minimums established herein.
- B. All surfaces to receive the coating shall be free from visible water, dew, frost, snow, and ice.
- C. Application of coating should be conducted in well ventilated areas.
- D. Over its service life, do not expose coating to a constant temperature below -58°F (-50°C) or in excess of 176°F (80°C) (i.e., hot pipes and vents or direct steam venting, etc.).

1.11 WARRANTY:

- A. Provide contractor's 2-year labor warranty and manufacturer's 10 year material warranty.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURER:

- A. KARNAK
 1. 330 Central Avenue Clark, NJ 07066 · 800-526-4236 ·
Fax 732-388-9422 · www.karnakcorp.com

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2. Substitutions: See Section 01 6000-Product Requirements.

2.02 PRODUCTS:

- A. 502MS Karna-Flex (Karna-Flex): A single component, SEBS thermoplastic rubber sealant for use in sealing seams, around penetrations and fasteners. Karna-Flex has superior adhesive and cohesive strength and forms a durable, water-resistant membrane. It's specially selected polymer blend imparts superior low temperature flexibility.
- a. Weight per Gallon: 9.48 lbs.
 - b. Solids by Weight: 66%, Nominal
 - c. Solids by Volume: 57%, Nominal
 - d. Color: White, Black, Gray
 - e. Elongation: 913%, Nominal ASTM D 412
 - f. Tensile Strength: 168 PSI, Nominal ASTM D412
 - g. Reflectance: 83%
 - h. ASTM D 2824 (White)
 - i. Accelerated
 - j. Weathering: Pass/No Cracks - ASTM G155 after 1,000 hrs.
 - k. Firm Set: Pass – ASTM D 2939
 - l. Resistance to
 - m. Water: Pass – ASTM D2939
 - n. Firm Set: Pass – ASTM D 2939 24 hours@ 77°F and 50% Relative Humidity
 - o. Application Temp.: 40°F to 120°F
 - p. Service Temp (Cured Film): -15°F to 180°F
- B. 502 RC-W Elasto-Kote: A highly elastic and reflective SEBS rubber coating exhibiting outstanding color stability and weatherability. This coating imparts excellent elongation properties making it ideal for coating metal roof systems.
- a. Weight per Gallon: 9.78 lbs.
 - b. Solids by Weight: 54%, Nominal
 - c. Solids by Volume: 40%, Nominal
 - d. Color: White, Gray, Khaki Tan, Patina Green, Red
 - e. Hardness, Shore A: 65
 - f. Elongation: 715%, Nominal
 - g. ASTM D 2370
 - h. Tensile Strength: 1,182 PSI, Nominal
 - i. ASTM D2370
 - j. Permeability: 0.01 Perm
 - k. Water Absorption
 - l. (7 days): 0.4%
 - m. Cure Time: 12 to 24 hours@ 77°F
 - n. and 50% Relative
 - o. Humidity
 - p. Application Temp.: 40°F to 120°F.
 - q. Service Temp
 - r. (Cured Film): -15°F to 180°F
- C. Reinforcement: 5540 6" Resat-Mat (Resat-Mat)
- a. Weight: 3.0 oz. per yd²
 - b. Elongation: 62% ASTM D1682t
 - c. Tear Strength
 - d. (Trapezoidal): 16 lbs. ASTM D1117
 - e. Mullen Burst: 177 lbs. ASTM D3786
 - f. Tensile Strength: 57 lbs. ASTM D1682
- D. Roof Cleaner: 799 Wash-N-Prep Roof Cleaner

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PART 3 EXECUTION

3.01 INSPECTION:

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to valleys, eaves, or gutters.
- D. Verify that the deck surfaces are dry and free of ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.

PREPARATION GUIDELINES:

- A. All fasteners in areas to seal should be replaced with larger fasteners. All fasteners must include a neoprene washer.
- B. The roof areas to seal should be power washed maintaining a minimum pressure of 3000 psi of working pressure with clean water and in addition with 799 Wash-N-Prep. This should remove dirt, dust, and waste products, i.e., grease, animal fats, solvents, loose roofing products and any air borne pollutants.
- C. Rusted through panels or sections must be replaced with new metal. New metal should be allowed to age exposed for 30 days.
- D. Heavily rusted areas must be wired brushed down to clean, stable metal and all surface rust must be removed.
- E. Adhesion tests should be performed over all various surfaces.
- F. Remove any coatings or cement not compatible with KARNAK products.
- G. Remove or grind down any cement and/or coatings that may prevent KARNAK products from completely sealing the roof.
- H. Any damaged components such as membrane, flashings, drip edge, etc. that are not repairable must be replaced.

FASTENER SEALING

- A. All fasteners in areas to seal must receive a dollop (swirl coat) of Karna-Flex. Allow to cure 1-2 days before applying reflective coating.

CURB FLASHINGS & PENETRATIONS

- A. All curb flashings and penetrations should be sealed using 6" wide 5540 Resat-Mat and 502MS Karna-Flex.
- B. Apply a 1/16" layer of Karna-Flex along the base of the curb flashing and extend a minimum of 6" out onto the roof and 6" vertically up the curb. Apply Karna-Flex using a 3" or 4" 'chip type' brush.
- C. While still wet, immediately embed 12" wide Resat-Mat into the wet Karna-Flex. Brush Resat-Mat to smooth out and removed any wrinkles or fishmouths. Overlap side-laps and end-laps of fabric 2". Cut fabric over all fasteners to prevent tenting so the fabric lies completely flat into the sealant.
- D. Apply a second and final application of Karna-Flex over the embedded Resat-Mat. Apply at an average thickness of 1/16" to completely cover the Resat-Mat, feathering out the Karna-Flex on to the roof surface. No fabric should be visible.
- E. Encapsulate all fasteners with a dollop of Karna-Flex.
- F. Allow all repairs to cure 1-2 days before applying reflective finish coat.

HORIZONTAL & VERTICAL SEAMS, PENETRATIONS AND SKYLIGHT CURB FLASHING:

- A. Make sure all flanges are securely fastened to the roof before sealing.

- B. All horizontal and vertical seams, penetrations and flashings should be sealed using Karna-Flex and 5540 6" Resat-Mat in a three-course application. Karna-Flex should be brushed on in an 8" inch width over the seam approximately 1/16" thick. Embed Resat-Mat wet sealant immediately brushing in to ensure complete saturation. Brush apply another coat of Karna-Flex to complete the three-course application.
- C. Allow repairs to cure 1-2 days before applying reflective coating.

REFLECTIVE ELASTOMERIC FINISH COATING

- A. Application of reflective elastomeric finish coating over applied Karna-Flex should take place when temperatures are 50°F - 100°F and humidity levels are 85% or less and dew point is minimum of 5°F above the ambient air and substrate temperature.
- B. Apply one 502 RC-W Elasto-Kote over all applied Karna-Flex at the rate of 1.5 gallons per 100 sq. ft. (24 wet mils).
- C. Allow reflective elastomeric finish coating to cure 24 hours before exposure to rain or water.

8.02 CLEAN-UP:

- A. All work areas are to be kept clean, clear, and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and excess material in a manner conforming to current EPA regulations and local laws.
- E. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.
- F. Clean and restore all damaged surfaces to their original condition.

END OF SECTION

Bid 23-41, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday, September 29, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-41, Construction – RTC Transfer Station & Water Sewer Roof Rehab

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. **Pre-bid meeting location has changed.** The pre-bid meeting will still be held on Thursday, October 5th, 2023 at 2:00 PM but will be located in the Conference Room at the Water/Sewer Division.

Water/Sewer Maintenance Division
2435 Industrial Dr.
Fayetteville, AR 72701

Bid 23-41, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, October 19, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-41, Construction – RTC Transfer Station & Water Sewer Roof Rehabilitation

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. A non-mandatory Pre-Bid meeting was held in the Conference Room of the City of Fayetteville's Water/Sewer Department on Thursday, October 5, 2023 at 2:00 PM. The sign-in sheet of attendees is also attached for disclosure to all interested parties.
 - a. Attendees:
 - i. City of Fayetteville:
 1. Kenny Fitch, Purchasing Agent
 2. Les McGaugh, Purchasing Director
 3. Quin Thompson, Facilities Manager
 4. Wade Abernathy, Bonds and Construction Director
 5. Aaron Watkins, Water/Sewer Operations Manager
 6. Ben Cruce, Architect – WER Architects
 - ii. Vendors:
 1. John Collins Roofing
 2. M2 Roofing
 3. TF Thompson Roofing
2. Questions: The following questions have been received and answered by the responsible department:
 - a. Question: Does the Contractor need to three course every rib?
 - i. Answer: *The only areas that are to require the "3-coursing" which is requested on page 2, line item 2 under scope of work within the drawings are the horizontal seams at panel laps, at curbs and penetrations, as well as where seams occur at the roof perimeter where metal flashings are present. Liquid applied flashings are not required on the standing seams.*
 - b. Question: Is the Contractor to install base and top-coat of coating over entire roof or just treat seams only?
 - i. Answer: *The liquid applied flashing is only required at roof penetrations and lapped seams.*

- c. Question: On the water and sewer metal roof on the Southwest parapet wall there are corrugated metal panels. How wide are the existing panels?
 - i. Answer: Vertical seams at these locations are not required to receive the liquid applied flashing.
- d. Question: Where the metal roof meets the adjacent roof that is not in scope, will the rise wall seams be part of the scope of work as well?
 - i. Answer: No, the vertical panels are not part of the scope. At these locations, only the flat non-seamed laps of the roof to wall trim are to receive the liquid applied flashing.

Appendix A
Bid 23-41, Construction - RTC
Transfer Station & W/S Roof Rehab
City Issued Bid



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 23-41

Description: Construction - RTC Transfer Station & Water Sewer Roof Rehab

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 10 / 05 / 2023

Time: 2:00 PM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	KENNY FITCH	COF	PURCH AGENT	575-8258	kfitch@
2	Les McLaugh	Co Fay	Purch Dir.	575-8258	lmclaugh@
3	JEFF WICKER	MZ	PM	496-0050	WICKER@MZROOFING.COM
4	John Collins	John Collins Roofing	PM	479-653-2033	Jcollinsconst@gmail.com
5	Matt Swank	TF Thompson Roofing	PM	479-866-9232	Matt.Swank@TFThompson.com
6	BEN CRUE	WER ARCHITECTS	ARCHITECT	479-966-4477	BCRUE@WERARCH-NWA.COM
7	Quin Thompson	COF	Facilities Mgr	479-601-4368	qthompson@fayetteville-ar.gov
8	Wade Abravathy	COF	CONSTRUCTION DIR.	575-8363	wabravathy@
9	Aaron Watkins	CSF	W/S Operator Mgr	301-4874	jwatkins@fayetteville-ar.gov
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

** All Bid Openings are also streamed live on the City of Fayetteville's YouTube Channel.



Bid 23-41 Addendum 2 Trumble Construction Supplier Response

Event Information

Number: Bid 23-41 Addendum 2
Title: Construction - RTC Transfer Station & Water Sewer Roof Rehab
Type: Invitation to Bid
Issue Date: 9/24/2023
Deadline: 10/24/2023 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the alteration of the two (2) existing standing seam metal roofs located at the Fayetteville Recycling & Trash Transfer Station and at Fayetteville's Water and Sewer Operations Center. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss - Sr. Purchasing Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Trumble Construction Information

Address: 1944 Clear Springs Road, Texarkana, TX, USA
TEXARKANA, TX 75501
Phone: (903) 278-0975

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

Robert Trumble

Signature

Submitted at 10/24/2023 08:38:26 AM (CT)

contracts@trumbleconstruction.com

Email

Requested Attachments

Bid 23-41, Bid Bond

Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid 23-41, Required Signature Forms

Bid 23 41 Construction RTC
Transfer Station Roof Rehab
Trumble Construction Inc
Proposal.pdf

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

800088382

2 Arkansas Contractor License Number:

0162670524

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

4 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

5 Addendum Acknowledgement:

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

☒ I agree

Bid Lines

1 Bonds and Insurance

Quantity: 1 UOM: Lump Sum Price: Total:

2 Mobilization - Shall not exceed 5% of Total Base Bid

Quantity: 1 UOM: Lump Sum Price: Total:

3 Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM

Quantity: 1 UOM: Lump Sum Price: Total:

Item Notes: *This bid is being bid as a total lump sum. This line item shall include the total construction price for the entire scope of work for this bid.*

Response Total: \$81,172.00

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

Signed and sealed this 24th day of October 2023.

PRINCIPAL

(CORPORATE SEAL)

Trumble Construction, Inc. dba RBT Construction

By _____

Robert Trumble - President



SURETY

Liberty Mutual Insurance Company

By _____

Jade Porter, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

Jade Porter, Attorney-in-Fact

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

END OF SECTION 04

BID BOND

2



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8205285-022082**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jack Nottingham; Jade Porter; Jay Jordan; Jeremy Barnett; Johnny Moss; Mistie Beck; Robert G. Kanuth; Robert J. Shuya; Tony Fierro

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of April, 2021.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2023



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary





BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER

ROOF REHAB PROPOSAL

TABLE OF CONTENTS

Section

1. Bid Form / Acknowledgement of Amendments
2. Contractor References
3. Bid Bond
4. Reference Letters
5. SAMPLE COI, BID BOND REFERENCE LETTER & BANK REFERENCE LETTER



ROOF REHAB – BID 23-41
CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER

Section 1 – Bid Form / Acknowledgement of Amendments

Project Check List

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

- ☒ **5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)**
- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery appointment with the City Purchasing Division.
- ☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- ☒ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- ☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- ☒ All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the City Purchasing Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. If submitting a physical bid, all bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.
- ☒ **Additional Information Required:**
- List of Subcontractors: Submit form on bidding platform or attach if submitting a physical bid.
 - AR Secretary of State Filing #: 800088382 OR submit electronically.
 - Arkansas Contractor License #: 0162670524 OR submit electronically.
 - Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO
 - Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

SECTION 02

BID FORM

*NAME OF FIRM: Trumble Construction Inc

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name RBT Roofing

*BUSINESS ADDRESS: 1944 Clear Springs Rd

*CITY: Texarkana *STATE: TX *ZIP: 75501

*PHONE: 903-691-0931 FAX: 903-334-9580

*E-MAIL: contracts@trumbleconstruction.com

UNIQUE ENTITY NUMBER: LFTTUSCLFDB5 CAGE NUMBER: 6CD16

*TAX ID NUMBER: 20-4273030 AR CONTRACTORS LICENSE #: 0162670524

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Dated: 09/29/2023 Acknowledged by: Robert Trumble - President

Addendum No. 2 Dated: 10/19/2023 Acknowledged by: Robert Trumble - President

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:

Total Completion Time and Liquidated Damages Including Alternative: Substantial completion shall be **45 consecutive calendar days** from the date established in a written notice to proceed. Final completion shall be 15 days after substantial completion. The bidder must agree also to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid opening.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

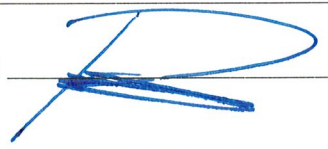
Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
MECHANICAL:	N/A	N/A
PLUMBING:	N/A	N/A
ELECTRICAL:	N/A	N/A
ROOFING AND SHEET METAL:	N/A (Self Performing)	N/A
Other (designate)	N/A	N/A

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \$ (5% of Greatest Amount Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

*BY: (PRINTED NAME) Robert Trumble

*AUTHORIZED SIGNATURE: 

*TITLE: President

Bid 23-41, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday, September 29, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-41, Construction – RTC Transfer Station & Water Sewer Roof Rehab

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. **Pre-bid meeting location has changed.** The pre-bid meeting will still be held on Thursday, October 5th, 2023 at 2:00 PM but will be located in the Conference Room at the Water/Sewer Division.

Water/Sewer Maintenance Division
2435 Industrial Dr.
Fayetteville, AR 72701

Acknowledgment of Addendum:
Robert Trumble - President
09/29/2023

A large, bold, handwritten signature in dark ink, appearing to be the letter 'R' followed by a stylized flourish.

Bid 23-41, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, October 19, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-41, Construction – RTC Transfer Station & Water Sewer Roof Rehabilitation

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a. Attendees:

i. City of Fayetteville:

1. Kenny Fitch, Purchasing Agent
2. Les McGaugh, Purchasing Director
3. Quin Thompson, Facilities Manager
4. Wade Abernathy, Bonds and Construction Director
5. Aaron Watkins, Water/Sewer Operations Manager
6. Ben Cruce, Architect – WER Architects

ii. Vendors:

1. John Collins Roofing
2. M2 Roofing
3. TF Thompson Roofing

Acknowledgment of Addendum:
Robert Trumble - President
10/19/2023

A large, stylized handwritten signature in dark ink, appearing to be 'R' followed by a long horizontal stroke.

2. Questions: The following questions have been received and answered by the responsible department:

- a. Question: Does the Contractor need to three course every rib?

i. *Answer: The only areas that are to require the "3-coursing" which is requested on page 2, line item 2 under scope of work within the drawings are the horizontal seams at panel laps, at curbs and penetrations, as well as where seams occur at the roof perimeter where metal flashings are present. Liquid applied flashings are not required on the standing seams.*

- b. Question: Is the Contractor to install base and top-coat of coating over entire roof or just treat seams only?

i. *Answer: The liquid applied flashing is only required at roof penetrations and lapped seams.*



ROOF REHAB – BID 23-41
CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER

Section 2 – Contractor References

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

Section 03

CONTRACTOR REFERENCES

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

COMPANY NAME: Trumble Construction Inc RBT Roofing

NUMBER OF YEARS IN BUSINESS: 21 HOW LONG IN PRESENT LOCATION: 6 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 74 FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 6 FULL TIME 0 PART TIME

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

1. USPS Jersey City International NDC
COMPANY NAME

Jersey City, NJ 07097
CITY, STATE, ZIP

George Forst
CONTACT PERSON

201-714-6202
TELEPHONE

08/21/2023
DATE COMPLETED

George.e.forst@usps.gov
E-MAIL ADDRESS

3. Morse Federal Court House
COMPANY NAME

Eugene, OR 97401
CITY, STATE, ZIP

Kimberly Johnson
CONTACT PERSON

253-709-7780
TELEPHONE

08/18/2021
DATE COMPLETED

kimberlym.johnson@gsa.gov
E-MAIL ADDRESS

2. NAVFAC Port Hueneme Buildings 1423 and 1000
COMPANY NAME

Port Hueneme, CA 93041
CITY, STATE, ZIP

Amna Chaudhry
CONTACT PERSON

805-989-4890
TELEPHONE

09/30/2021
DATE COMPLETED

amna.t.chaudhry.civ@us.navy.mil
E-MAIL ADDRESS

4. USPS Philadelphia, PA NDC
COMPANY NAME

Philadelphia, PA 19116
CITY, STATE, ZIP

Jonathan Maschak
CONTACT PERSON

724-776-6233
TELEPHONE

08/31/2021
DATE COMPLETED

Jonathan.e.maschak2@usps.gov
E-MAIL ADDRESS

CONTRACTOR REFERENCES



ROOF REHAB – BID 23-41
CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER

Section 3 – Bid Bond

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-41, CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER ROOF REHAB

Signed and sealed this 24th day of October 2023.

PRINCIPAL

(CORPORATE SEAL)

Trumble Construction, Inc. dba RBT Construction

By _____

Robert Trumble - President



SURETY

Liberty Mutual Insurance Company

By _____

Jade Porter, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

Jade Porter, Attorney-in-Fact

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

END OF SECTION 04

BID BOND



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8205285-022082**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jack Nottingham; Jade Porter; Jay Jordan; Jeremy Barnett; Johnny Moss; Mistie Beck; Robert G. Kanuth; Robert J. Shuya; Tony Fierro

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of April, 2021.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2023



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



ROOF REHAB – BID 23-41
CONSTRUCTION – RTC TRANSFER STATION & WATER SEWER

Section 4 – Reference Letters



December 29, 2020

Re: City of Fort Worth – Will Rogers Memorial Center Richardson Bass Roof Replacement

To Whom It May Concern:

I am pleased to provide a letter of recommendation relating to RBT Construction's project management and construction performance on the City of Fort Worth's Richardson Bass Roof Replacement project located at the Will Rogers Memorial Center.

Critical to the success of this project was RBT's construction team. I can recommend them highly without reservation.

The construction team exceeded the City's expectations by completing the project ahead of time and within budget. The quality of work performed was exceptional. RBT's experience working with municipalities proved essential to the successful completion of the project.

As the City of Fort Worth considers other roofing projects, RBT Construction will certainly be included in any consideration for future projects. If you have any questions feel free to contact me at (817) 392-8072.

Sincerely,

James Diestel
Construction Superintendent
Property Management Department

PROPERTY MANAGEMENT DEPARTMENT
FACILITIES DIVISION

THE CITY OF FORT WORTH * 401 WEST 13TH STREET * FORT WORTH, TEXAS 76102
(817) 392-2586 * FAX (817) 392-8488



To whom it may concern,

On behalf of USPS, I would like to provide this recommendation for Trumble or RBT Roofing for their exceptional work at our USPS Philadelphia NDC project. Trumble performed this project at the highest level of workmanship, attention to detail and quality along with a focus of professionalism.

This project was a high profile project for USPS with environmental issues within the roof and interior. The roof was approximately 300,000 SF.

This work was performed under a very tight schedule with high visibility. In addition to the roofing work, Trumble needed to follow strict instructions to keep the site safe while fulfilling our demanding schedule.

It was a pleasure to work with the many members of their team especially, Ryan Campbell, just to name one.

I look forward to working with Trumble on future projects with USPS.

Sincerely,

Jonathan E. Maschak

|Team Leader, USPS Repair & Alterations West |

724-776-6233 (o) 724-971-0803 (c) | Jonathan.e.maschak2@usps.gov

Facilities Service Office, Design & Construction, Pittsburgh Domicile |

PO BOX 2000, Warrendale, PA 15095-2000 | FSSP Hotline 1-855-444-

6375 | <https://facilities.usps.gov/crlwp/index>



General Services Administration
Northwest/Arctic Region 10
Capital Projects and Customer Contracting
400 15th St. SW, Auburn, WA 98001

Date: January 23, 2020

Trumble Construction
1944 Clear Springs Rd.
Texarkana, TX. 75501-1234
(DUNS: 847117418)

Subject: Reference Letter

Dear Mr. Trumble,

The General Services Administration Project Team is pleased to recommend the services and staff of Trumble Construction.

GSA Region 10 had the opportunity to work with Trumble Construction (aka RBT Roofing), for a large, complex roofing project on one of our newest federal courthouses. Currently, Trumble has two active purchase order contracts with GSA and will be executing the work this coming spring.

The professionalism received by your project team to the GSA was and still is extremely helpful in determining the best solution for our courthouse. GSA appreciated the flexibility of the staff of Trumble and the positive relationship Trumble has with roofing partners. An example of Trumble in action:

During pricing review of proposals, Trumble worked with GSA to provide an alternate solution that met the intent of the original design without having to de-scope or degrade the project. Additionally, Trumble took the time to be on site and talk with the project team, work with responsible subcontractors and coordinate with the court staff to ensure a safe and complete project.

I am confident that Trumble will be a successful contractor to ANY federal agency. The integrity and approach provided by Trumble will surpass any expectation. I fully recommend Trumble and its staff to be considered for federal contract work with the United States.

In the event the GSA project team needs to be contacted, I have provided our business information.

Kimberly Johnson, FAC-C III
Contracting Officer
Capital Projects and Customer Contracting
HQ Region 10
Email: kimberlym.johnson@gsa.gov
Phone: 253.709.7780

Stephen L Anderson, FAC P/PM, COR III
Project Manager/CCR
Design and Construction
SE Project Delivery Team 10PCA
Email: Stephen.anderson@gsa.gov
Phone: 503.308.2493

1/23/2020

X Kimberly Johnson

Kimberly Johnson
Contracting Officer, Region 10
Signed by: KIMBERLY JOHNSON

April 12, 2023

Trumble Construction Inc.
1944 Clear Springs Rd.
Texarkana, TX 75501

Dear Robert & Team:

I am pleased to provide a letter of recommendation for Trumble Construction & R.B.T. Roofing related to projects that have taken place at TexAmericas Center over the past several years.

In 2006, we constructed a new residence that we call the Commander's House because its purpose is to house the family of the Commander at Red River Army Depot. The home was well built, has stood the test of time, and lots of great memories have been created in that home. Trumble Construction did a great job on the construction of the house.

Over the years we have used R.B.T. Roofing for large and small roofing projects. Such projects include roofing of two facilities at the same time that were over 200,000 sqft each, too much smaller structures. Recently, it was time to put a new roof on the Commanders House and R.B.T. Roofing won the bid on that project and they did an excellent job replacing the roof.

We have a very good working relationship with the entire team at Trumble Construction & R.B.T. Roofing and we welcome them to bid on any future projects we have here at TexAmericas Center. They are a great organization to work with on any construction project.

Sincerely,



Scott Norton
Executive Director/CEO



Aug. 2, 2023

To Whom It May Concern,

I am pleased to write this letter of recommendation for RBT Construction. I worked closely with the RBT team on the roof replacement for both the upper and lower roofs of the John W. Peck Federal Building in downtown Cincinnati, OH. The Peck Building is a 10-story office building for several federal organizations and is eligible for the historic buildings list.

This roof replacement project entailed overcoming numerous obstacles inherent with a building surrounded by urban spaces requiring careful attention to street-level activity and maximizing the limited staging space. Of utmost importance to this project was coordinating with the building representative. RBT was sensitive to the representative's timeframes to coordinate access for RBT to work in the tenant spaces. RBT was able to look ahead at schedule times and keep the team on task.

There were several areas of the building that posed unique challenges and required modification to the design to accommodate the challenges. RBT was able to navigate through those obstacles, performing superb construction services throughout both phases of the project. As the Project Architect on this project, I worked closely with RBT, providing unified construction solutions to the owner. From their project coordination skills to their project delivery, I was nothing but pleased working with RBT Construction as the Roofing Contractor on this project.

The RBT team, from the start, possessed acute understanding of the project's challenges. Because of this, the project delivery was exceptional.

I look forward to working with RBT again on future endeavors.

Sincerely,

A handwritten signature in blue ink, reading 'Kristina Hamill'.

Kristina Hamill
RA, RRC, RRO, LEED AP, UAS Pilot | Senior Architect

Section 5 – SAMPLE COI, BID BOND REFERENCE LETTER & BANK REFERENCE LETTER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2023

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

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

PRODUCER K&S Rockwall 0104 2255 Ridge Rd, Ste 333 Rockwall TX 75087	CONTACT NAME: Honey Counts PHONE (A/C, No, Ext): 972-771-4071 E-MAIL ADDRESS: Honey.Counts@kandsins.com FAX (A/C, No): 972-771-4695
INSURED Trumble Construction Inc dba RBT Construction RB Trumble Construction, LLC dba RBT Construction 1944 Clear Springs Road Texarkana TX 75501	INSURER(S) AFFORDING COVERAGE INSURER A: Imperium Insurance Company INSURER B: Continental Casualty Company INSURER C: American Casualty Company of R INSURER D: INSURER E: INSURER F:
	NAIC # 35408 20443 20427

COVERAGES**CERTIFICATE NUMBER:** 170669438**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CON-IIC-GL-0000028-01	3/12/2023	3/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CON-IIC-CA-0000081-01	3/12/2023	3/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CON-IIC-CX-0000025-01	3/12/2023	3/12/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	7039533388	5/12/2023	5/12/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine			C7018630984	3/12/2023	3/12/2024	Leased/Rented Equip Deductible \$350,000 \$2,500/\$10K Theft

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

General Liability policy includes additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

General Liability policy contain an endorsement with "Primary and Noncontributory" wording.

General Liability policy includes waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

For Bidding Purposes Only

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

AUTHORIZED REPRESENTATIVE

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May 23, 2023

Re: Trumble Construction, Inc. dba RBT Construction - Bond Reference Letter

To Whom It May Concern:

We are pleased to write this letter on behalf of our valued client, Trumble Construction, Inc. dba RBT Construction. Over the years, Trumble Construction, Inc. dba RBT Construction has proven to be a leader in their industry. Based on our review we can offer bonding for a single job in the amount of 70,000,000. We have also extended Trumble Construction, Inc. dba RBT Construction total aggregate bonding capacity of 100,000,000.

The surety's approval of such a request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

Trumble Construction, Inc. dba RBT Construction surety company is Hudson Insurance Company (Hudson Insurance Company), which is rated "A (Excellent) XV" by AM Best rating service and is the recognized leader in rating property/casualty companies. Hudson Insurance Company (Hudson Insurance Company) appears on the Department of the Treasury Circular 570 as one of those "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

We highly recommend Trumble Construction, Inc. dba RBT Construction for your next project.

Sincerely,

Jade Porter
Partner



March 1, 2023

RE: Trumble Construction Inc.

To whom it may concern:

Trumble Construction Inc. has been a valued customer for many years. The company moved their banking relationship to Cadence Bank in March 2011. The company has borrowed in the six figure range several times and has repaid all prior loans as agreed. The company currently has the following accounts with Cadence Bank.

Business Checking – Average Balance of \$601,802 - The account was opened 3/10/2011. The account has no history of overdrafts.

Business Money Market – Average balance of \$2,291,876

Operating line of credit -- \$4,000,000 line amount – The line has not had a balance in the past 12 months. The line matures on December 17, 2023.

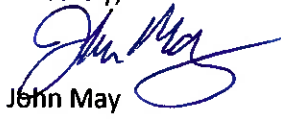
Trumble Construction's credit rating is considered outstanding. The company's accounts are in good standing and Robert Trumble is considered a valued customer.

Trumble Construction, Inc has the financial strength and experience to complete the commercial construction projects on which they choose to bid.

You can mail correspondence to:

Cadence Bank
Attn: John May
2200 N. Stateline Ave
Texarkana, AR 71854

Sincerely,


John May
Senior Vice President



BID TABULATION
Bid 23-41, Construction - RTC Transfer Station & Water Sewer Roof Rehab

DEADLINE: Tuesday, October 24, 2023 at 2:00 PM
 Certification of Funds: \$70,000.00 (\$87,500.00 total allowed)

Line #	Description	QTY	UOM	Trumble Construction		Terra Firma Restorations		Guarantee Roofing, Inc.	
				Total					
					\$81,172.00		\$100,000.00		\$129,640.00
				Unit	Extended	Unit	Extended	Unit	Extended
1	Bonds and Insurance	1	LS	\$1,287.00	\$1,287.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
2	Mobilization- Shall not exceed 5% of Total Base Bid	1	LS	\$4,058.00	\$4,058.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
3	Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM	1	LS	\$75,827.00	\$75,827.00	\$96,000.00	\$96,000.00	\$126,140.00	\$126,140.00

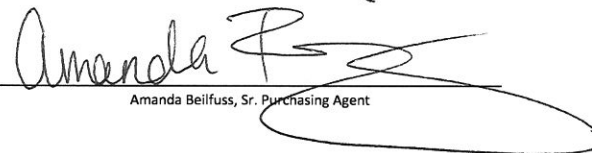
* NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City Officials.



 Kenny Fitch, Purchasing Agent

10/24/23

 Date



 Amanda Beilfuss, Sr. Purchasing Agent

10/24/23

 Date



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: **Approval of Bid 23-42 Contract for the replacement of City Hall roof and skylight.**

RECOMMENDATION:

Approval of Bid 23-42 Contract with Milestone Construction Co., LLC for the replacement of the City Hall roof and skylight in the amount of \$378,526.50, which includes \$34,411.50 in owner contingency, and approval of a budget adjustment.

BACKGROUND:

Resolution #80-23 approved the RFQ#22-10 contract with WER Architects for design and bid documents for the City Hall Roof and Skylight Replacement.

DISCUSSION:

The City Hall roof life cycle has passed and it is beyond its warranty. The skylight glazing system has broken seals, resulting in energy inefficiencies, as well as limited visibility. The project was publicly advertised and bid by our purchasing division. Five bids were received with Milestone submitting the low bid.

BUDGET/STAFF IMPACT:

This project is funded by the City Facilities bond fund.

ATTACHMENTS: SRF (#3), BA (#4), Bid 23-42, Contract - Executed (#5), Bid 23-42, Appendix A - City Issued Bid (#6), Bid 23-42, Appendix B - Submittal - Milestone Construction Company, LLC - E (#7), Bid 23-42, Appendix C - Bid Tab - Final (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1287

Approval of Bid 23-42 Contract for the replacement of City Hall roof and skylight.

A RESOLUTION TO AWARD BID #23-42 AND AUTHORIZE A CONTRACT WITH MILESTONE CONSTRUCTION COMPANY, LLC IN THE AMOUNT OF \$344,115.00 FOR THE REPLACEMENT OF THE CITY HALL ROOF AND SKYLIGHT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$34,411.50, AND TO APPROVE A BUDGET ADJUSTMENT - CITY FACILITY IMPROVEMENTS BOND PROJECT

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 #23-42 and authorizes Mayor Jordan to sign a contract with Milestone Construction Company, LLC in the amount of \$344,115.00 for the replacement of the City Hall roof and skylight, and further approves a project contingency in the amount of \$34,411.50.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-1287

Item ID

12/5/2023

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

Wade Abernathy

11/17/2023

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Bid 23-42 Contract with Milestone Construction Co., LLC for the replacement of the City Hall roof and skylight in the amount of \$378,526.50, which includes \$34,411.50 in owner contingency, and approval of a budget adjustment.

Budget Impact:

4707.860.7710-5804.00

City Facilities 2022 Bonds

Account Number

Fund

46070.7710

City Facilities - City Hall Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,360,424.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 2,360,424.00

Does item have a direct cost? Yes

Item Cost

\$ 378,526.50

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 378,527.00

Remaining Budget

\$ 2,360,424.50

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FACILITIES MANAGEMENT (140)	Adjustment Number
2023	/Org2		
	Requestor:	Wade Abernathy	

Approval of Bid 23-42 Contract with Milestone Construction Co., LLC for the replacement of the City Hall roof and skylight in the amount of \$378,526.50, which includes \$34,411.50 in owner contingency, and approval of a budget adjustment.

	COUNCIL DATE:	12/5/2023
	ITEM ID#:	2023-1287
	Holly Black	
	11/13/2023 1:50 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.20231113



THIS AGREEMENT is made this _____ day of _____, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Milestone Construction Company, LLC** (Vendor or Milestone).

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and **Milestone**, in consideration of their mutual covenants, agree as follows:

Work performed by **Milestone** shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. **Milestone** shall follow all federal, state, and local laws at all times.

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
 - i. **Milestone's** Tax identification number (TIN) ending in 6629
 - ii. **Milestone's** Arkansas Contractor License No. 0156050424
 - iii. **Milestone's** Secretary of State Filing No. 800044464
- b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Bid package identified as **Bid 23-42, Construction – City Hall Roof Replacement** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
 - ii. **Appendix B:** **Milestone's** bid submittal
 - iii. **Appendix C:** Bid Tabulation
 - iv. **Appendix D:** **Milestone's** Certificate of Insurance
 - v. **Appendix E:** **Milestone's** 100% Performance and Payment Bonds
 1. **Appendix D and E** shall be submitted to the City within the timeframe identified in the bid documents or 10 (ten) calendar days.
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Milestone**.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) **Milestone's** Proposal (d) City's published bid and associated Addenda.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Vendor: Milestone Construction Company, LLC, 2002 S. 48th Street, Suite A, Springdale, AR 72762

4. General Provisions:

- i. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- ii. **Workmanship:** The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- iii. **MATERIALS FURNISHED BY OWNER OR OTHERS:** If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the vendor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the vendor shall be the responsibility of vendor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from vendor of defects, City and Design Professional shall promptly inform the City what action, if any, vendor shall take with regard to the defects.
- iv. **WORKSITE VISIT:** Vendor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- v. Vendor shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.
 - 1. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.
- vi. **COMPLIANCE WITH LAWS:** Vendor shall comply with all the Law at its own cost. Vendor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Vendor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
- vii. **COST OF CORRECTING DAMAGED OR DESTROYED WORK:** With regard to damage or loss attributable to the acts or omissions of City or Others and not to Vendor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Vendor incurs costs or is delayed due to such loss or damage, Vendor may seek an equitable adjustment in the Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

- viii. Taxes and Permits: Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Vendor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
1. Vendor shall pay applicable taxes and permit fees associated with the entire project.
- ix. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.
- x. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Vendor shall not unreasonably withhold consent to partial occupancy or use.
- xi. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.
- xii. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- xiii. Where figures are given, they shall be preferred to scaled dimensions.
- xiv. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Vendor shall perform the Work as though fully described on both. Vendor shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.
- xv. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, Vendor shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.
- xvi. DEBARMENT AND SUSPENSION: By execution of this agreement, Vendor certifies that to the best of its knowledge and belief that the Vendor and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Vendor understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$50,000.
6. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City.
- f. The "Vendor" is the person or entity identified in this contract and includes Vendor's Representative.
- g. "Day" means a calendar day unless otherwise specified.
- h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.
- i. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.
- j. "Final Completion" occurs on the date when Vendor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Vendor must comply that are enacted as of the Agreement date.
- n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of Vendor's employees in Vendor's principal and branch offices for work associated with this project.

- p. "Owner" is the City of Fayetteville, Arkansas (City).
- q. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- r. The "Parties" are collectively City and Vendor.
- s. The "Project," is the building, facility, or other improvements for which Vendor is to perform Work under this Agreement. It may also include construction by Owner or Others.
- t. The "Schedule of the Work" is the document prepared by Vendor that specifies the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.
- u. "Subcontractor" is a person or entity retained by Vendor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.
- w. A "Sub subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.
- x. A "Supplier" is a person or entity retained by Vendor to provide material or equipment for the Work.
- y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- z. "Work" means the construction services necessary or incidental to fulfill Vendor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- aa. "Worksite" means the area of the Project where the Work is to be performed.
- bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

- a. Before commencing the Work, Vendor shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Vendor, and any visible conditions at the Worksite affecting the Work.
- b. Should Vendor discover any errors, omissions, or inconsistencies in the Contract Documents, Vendor shall promptly report them to the City and Design Professional. Following receipt of written notice from Vendor of defects, City shall promptly inform Vendor what action, if any, Vendor shall take with regard to the defect.
- c. Nothing in this section shall relieve VENDOR of responsibility for its own errors, inconsistencies, or omissions.

- d. COST REPORTING: Vendor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Vendor shall maintain a complete set of all books and records prepared or used by Vendor with respect to the Project. City shall be afforded access to all of Vendor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Vendor shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

- a. Vendor warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Vendor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Vendor further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Vendor's warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Vendor's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. Vendor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Vendor's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Vendor shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work
 - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Vendor in writing. Unless City provides written acceptance of the condition, Vendor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Vendor or give Vendor an opportunity to test or correct Defective Work as reasonably requested by Vendor, City waives Vendor's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.
 - ii. If Vendor fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Vendor. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to City.
 - iii. Vendor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction

period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Vendor and allow Vendor an opportunity to correct the Work if Vendor elects to do so. If Vendor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Vendor does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Vendor, City shall promptly provide Vendor with an accounting of the actual correction costs.

- iv. If Vendor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Vendor shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Vendor's other obligations under the Contract Documents.
- vi. Before final payment, at City option and with Vendor's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

- a. SAFETY PROGRAMS: Vendor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Vendor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. VENDOR'S SAFETY REPRESENTATIVE: Vendor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Vendor in writing to City, Vendor's project superintendent shall serve as its safety representative. Vendor shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Vendor is required to file an accident report with a public authority, Vendor shall furnish a copy of the report to City.
- c. Vendor shall provide City with copies of all notices required of Vendor by the Law. Vendor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
 - i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Vendor, or anyone for whose acts Vendor may be liable, shall be promptly remedied by Vendor.
- d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Vendor's safety program, may require Vendor to stop performance of the Work, take corrective measures satisfactory to City. If Vendor does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Vendor agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Vendor's compliance with City's reasonable request.

9. Subcontracts:

- a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Vendor agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract

CONTRACT: Bid 23-42, Construction – City Hall Roof Replacement

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Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

- b. Vendor agrees not to subcontract Vendor at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

- a. **Milestone**, 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 23-42** as stated in **Milestone's** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 23-42**, all included herein as if spelled out word for word.
- b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of **\$378,526.50** US Dollars (\$344,115.00 total bid plus \$34,411.50 for an **owner** contingency).
- c. The City of Fayetteville shall pay **Milestone** for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.
- d. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval 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. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.
- e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.
- f. Not to exceed pricing shall include but not be limited to:
 - i. Labor wages directly employed by Vendor in performing of the Work.
 - ii. Salaries of Vendor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
 - iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Vendor's standard personnel policy, insofar as such costs are paid to employees of Vendor who are included in the Cost of the Work.
 - iv. Transportation, travel, hotel, and moving expenses of Vendor's personnel incurred in connection with the Work.
 - v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.
 - vi. Payments made by Vendor to Subcontractors for work performed under this Agreement.
 - vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Vendor.

- viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Vendor or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
 - ix. Cost of the premiums for all insurance and surety, performance or payment bonds which Vendor is required to procure or deems necessary and approved by City.
 - x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Vendor is liable.
 - xi. Permits, taxes, fees, licenses, tests, royalties.
 - xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
 - xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.
 - xiv. Water, power, and fuel costs necessary for the Work.
 - xv. Cost of removal of all nonhazardous substances, debris, and waste materials.
 - xvi. Costs incurred due to an emergency affecting the safety of persons or property.
 - xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Vendor's Fee, which are reasonably inferable from the Contract Documents.
- g. **STORED MATERIALS AND EQUIPMENT:** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Vendor of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.
- h. **FINAL PAYMENT:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **Milestone** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **Milestone** to be set forth therein.
- i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against **Milestone** or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, **Milestone** shall provide 100% **separate** performance and payment bonds (inclusive of any approved contingency) from a bonding company, licensed to do business in the state of Arkansas. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties.

- a. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

- a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not-to-exceed date. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.
- b. Time is of the essence with regard to the obligations of the Contract Documents.
- c. Unless instructed by City in writing, Vendor shall not knowingly commence the Work before the effective date of Vendor's required insurance and bonds and formal written and signed Purchase Order issued by the City of Fayetteville Purchasing Division.
- d. Schedule of Work: Before submitting its first application for payment, Vendor shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Vendor shall comply with the approved Schedule of the Work or Vendor.
 - i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Vendor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Vendor consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, Vendor may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If Vendor requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, Vendor shall give City written notice of the claim. If Vendor causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

13. Substantial Completion:

- a. Vendor shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Vendor shall promptly and accurately complete all items on the list.
- b. When Substantial Completion of the Work or a designated portion is achieved, Vendor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Vendor to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

- d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Vendor the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Vendor in a mutually agreed upon timeframe.

14. Final Completion:

- a. Upon notification from Vendor that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- b. When the Work is complete, Vendor shall prepare for City's written acceptance a final application for payment stating that to the best of Vendor's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- c. Final payment shall be made to Vendor within thirty (30) Days after Vendor has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- d. Final payment shall be due on Vendor's submission of the following to the City:
 - i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;
 - ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - iii. release of any liens, conditioned on final payment being received;
 - iv. consent of any surety; and
 - v. any outstanding known and unreported accidents or injuries experienced by Vendor or its Subcontractors at the Worksites.
- e. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Vendor. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Vendor shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.
- f. ACCEPTANCE OF FINAL PAYMENT: Unless Vendor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- g. **Milestone** shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:
 - i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (name of surety).'*

- ii. **Milestone** shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.
- 15. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
- 16. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
- 17. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
- 18. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing 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 VENDOR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 19. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in **advance** of the change in scope, cost or fees.
- 20. **Insurance:**
 - a. Before starting the Work and as a condition precedent to payment, Vendor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Vendor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Vendor's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in **Appendix D**.
 - b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
 - c. Vendor shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Vendor fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Vendor or terminate this Agreement.
 - d. To the extent commercially available to Vendor from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Vendor shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Vendor shall give City prompt written notice upon actual or constructive knowledge of such condition.

e. Certificates of Insurance shall list the City as Additional Insured Parties.

f. PROPERTY INSURANCE:

- i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.
- ii. Unless otherwise directed in writing by City, before starting the Work, **Milestone** shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Vendor, Subcontractors, Sub subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and **not** exclude:
 1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Vendor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;
 2. damage resulting from defective design, workmanship, or material;
 3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project.
 4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;
 5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
 6. physical loss resulting from Terrorism.
- iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.
- iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Vendor before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its

intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
 - 1. To the extent of the limits of Vendor's Commercial General Liability Insurance, Vendor shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Vendor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Vendor to purchase and maintain additional liability coverage. Vendor shall provide:
 - i. Additional Insured. City shall be named as an additional insured on Vendor's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Vendor, or those acting on Vendor's behalf, in the performance of Vendor's work for Owner at the Worksite. The insurance of the Vendor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.
 - ii. OCP. Vendor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.
- i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by VENDOR. Before commencing the Work, Vendor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Vendor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Vendor and incorporated in the Work. Vendor shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- j. PROFESSIONAL LIABILITY INSURANCE: To the extent Vendor is required to procure design services, Vendor shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Vendor's design professional, written for not less than one million US dollars (\$1,000,000)

per claim and in the aggregate. Vendor's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

22. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Milestone**:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist **Milestone** by placing at **Milestone's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **Milestone** in obtaining access to property reasonably necessary for **Milestone** to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **Milestone** and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to **Milestone** in a timely manner.
 - vi. The City of Fayetteville Facilities Director is the project representatives with respect to the services to be performed under this Agreement. The Facilities Director Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

23. Cost Opinions and Projections: Cost opinions and projections prepared by the **Milestone** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **Milestone** experience, qualifications, and judgment as a **Milestone** professional.

24. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **Milestone** shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

25. Termination:

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

- i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **Milestone** is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to **Milestone** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Milestone's** default.
- d. If termination for default is affected by **Milestone**, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **Milestone** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Milestone** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs above, **Milestone** shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **Milestone** in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of **Milestone** to fulfill contractual obligations, it is determined that **Milestone** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

26. Delays

- a. In the event the services of **Milestone** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond **Milestone's** reasonable control, **Milestone** shall be entitled to additional compensation and time for reasonable documented costs incurred by **Milestone** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Milestone**, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits

- a. **Milestone's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

28. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Milestone** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **Milestone** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Milestone** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Milestone** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **Milestone**, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

29. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to **Milestone** for services rendered by **Milestone**. All parties agree if funding should become insufficient to complete the project, VENDOR shall be notified in a timely manner.

30. Publications:

- a. Recognizing the importance of professional services on the part of **Milestone's** employees and the importance of **Milestone's** public relations, **Milestone** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Milestone's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **Milestone**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Milestone's** activities pertaining to any such publication shall be for **Milestone's** account.

31. Indemnification:

- a. The CITY requires the **Milestone** to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault

of the **Milestone**, or their employees, agents, Subcontractors, sub consultant and Suppliers of the **Milestone**.

32. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **Milestone** may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **Milestone** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **Milestone** has been compensated for all Services rendered, provided, however, that Vendor shall have the unrestricted right to their use. **Milestone** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **Milestone**.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Milestone** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

33. Additional Responsibilities of Milestone:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Milestone** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. **Milestone** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Milestone's** negligent performance, except beyond the **Milestone's** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **Milestone's** obligations under this clause are in addition to Vendor's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Milestone** for faulty materials, equipment, or work.

34. Audit and Access to Records:

- a. **Milestone** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **Milestone** shall also maintain the financial information and data used by **Milestone** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **Milestone** will provide proper facilities for such access and inspection.

- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Milestone**;
 - 2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

35. Covenant Against Contingent Fees:

- a. **Milestone** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **Milestone** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

36. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Milestone** or any of **Milestone** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Milestone** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **Milestone** as it could pursue in the event of a breach of the Agreement by **Milestone**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **Milestone** incurs in providing any such gratuities to any such officer or employee.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **MILESTONE CONSTRUCTION, INC.** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lionel Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

MILESTONE CONSTRUCTION, INC.

By: *Sam R. Hollis*
Sam Hollis, President

Date Signed: *11/14/23*



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Purchasing Division – Room 306

113 W. Mountain

Fayetteville, AR 72701

Phone: 479.575.8258

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 23-42, Construction – City Hall Roof Replacement

DEADLINE: THURSDAY, OCTOBER 26, 2023 before 2:00 PM, Local Time

PRE-BID MEETING: Thursday, October 12, 2023 at 3:00 PM in Room #111 of City Hall

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE & ADVERTISEMENT: 10/01/2023 & 10/08/2023

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

NOTICE TO ALL BIDDERS:

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

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

FILE #00: REQUIRED SIGNATURE FORMS – 4 Total Pages

FILE #01: PROJECT MANUAL – 123 Total Pages

FILE #02: PLANS – 5 Plan Sheets

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

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

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

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Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

Project Check List

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

☐

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

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

☐

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

☐

All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☐

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

☐

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

☐

Additional Information Required:

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

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Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-42, Construction – City Hall Roof Replacement

The City of Fayetteville is accepting sealed bids from properly licensed firms for the replacement of the roof and the skylight at the Fayetteville City Hall building. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

A non-mandatory Pre-Bid meeting will be held **Thursday, October 12, 2023 at 3:00 PM**, in Room #111 of Fayetteville City Hall. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, October 26, 2023 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Purchasing Division. All bids shall be received prior to the bid deadline. Late or misdirected bids shall not be accepted. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment.

Each bid exceeding \$50,000 shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond for five (5) percent of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. A one hundred percent (100%) performance bond and separate payment bond is required with the contract awarded. A State of Arkansas Contractor's License is required for all bids exceeding \$50,000 and license shall be valid at the time of bid deadline. Any vendor performing a service shall be registered with the Arkansas Secretary of State.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

City of Fayetteville
By: Amanda Beilfuss
City Sr. Purchasing Agent
P: 479.575.8220 Email: abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10.01.23 & 10.08.23
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BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

SECTION 01

INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

- 1.1. Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- 1.5 Local Time - Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division and shall constitute all the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications, and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Project Manager of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Project Manager by City of Fayetteville's of such underground facilities or others, and City of Fayetteville and Project Manager do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 3.8 Mobilization shall not exceed 5% of bid.

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

- 3.9 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.
- 3.10 Open burning and blasting are not allowed on City projects.
- 3.11 Contractor is responsible for obtaining all applicable permits; however, fees for City-issued permits shall be waived.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Project Manager not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Project Manager.
- 5.4 Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 Estimated quantities are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

PART SEVEN - UNIT PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.3 Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.4 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.
- 8.5 All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax-exempt entity.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- 9.2 All names must be typed or printed in black ink below the signature.
- 9.3 The address and telephone number for communications regarding the Bid must be shown.
- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.
- 9.6 Arkansas Contractor's License shall be valid at time of bid.
- 9.7 Vendor shall not be debarred from doing business with any government entity.

PART TEN - BID BOND

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement for Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES
 - 1. After contract award, the Contractor will provide the City with a 100% performance bond and a separate payment bond, as required in the contract.
 - 2. Upon the City receiving and accepting the 100% Performance and Payment Bonds, the City will issue a Purchase Order along with a Notice of Award (NOA).
 - a. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time.
 - 3. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

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4. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.
 5. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.
-
- 11.2 After the Notice of Award has been issued, Contractor shall furnish two original surety performance bonds and payment bonds, equal to one hundred percent of the contract price.
 - 11.3 If Required -- Contractor shall include provisions in the bonds which will guarantee the faithful performance of the prevailing hourly wage clause as required by the Arkansas Prevailing Wage Law, Arkansas Code Annotated § 22-9-308(d).
 - 11.4 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
 - 11.5 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
 - 11.6 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
 - 11.7 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached. The performance and payment bond shall be furnished to the City of Fayetteville accompanied by a receipt stamped by the Washington County Circuit Clerk's Office. Before any work is performed under this contract, the bond shall be filed with the clerk of the circuit court of Washington County, Arkansas and accepted by the City of Fayetteville Project Manager.
 - 11.8 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE – INSURANCE REQUIREMENTS

- 12.1 The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

INSTRUCTIONS TO BIDDERS

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

- 12.2 This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

PART THIRTEEN - CONTRACT TIME

- 13.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.
- 13.2 Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without City of Fayetteville's written consent.

PART FOURTEEN - LIQUIDATED DAMAGES

- 14.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FIFTEEN – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 15.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART SIXTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 16.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size, and specification as to what has been specified, will be acceptable for consideration. All requests for approved equals shall be submitted by e-mail. Such request to obtain a pre-approved equal shall be made in writing to Amanda Beilfuss, Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov. The Sr. Purchasing Agent will forward any such requests to the responsible City Department for review. Approval of all submittals will be made only by Addendum to all holders of Bidding Documents by the City of Fayetteville Purchasing Division.

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Project Manager's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

17.2 CERTIFICATION OF FUNDS:

Notice: bidders are required to provide pricing for all line items. Failure to provide deductive alternate pricing can result in bid rejection. The City intends to award this contract to the lowest qualified responsive responsible bidder based on the lump sum bid as long as such bid falls within the amount of funds certified for the project, plus 25%.

1. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order until bids can be compared within the amount certified, plus 25%. In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected.
2. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five percent (25%) of the certification of funds.

17.3 DEDUCTIVE ALTERNATE:

1. There are no deductive alternates in this bid.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.

18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.

18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. A bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1 The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established 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/Architect shall determine, or The City of Fayetteville may withhold, in accordance with the General Requirements.
 2. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer/Architect, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer/Architect, The City of Fayetteville on recommendation of Engineer/Architect, 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.
 3. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the General Requirements.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

- 26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

- 27.1 Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid:
1. Americans with Disabilities Act
 2. Storm water discharge regulations enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
 3. If Required -- Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder. (See Section 01 41 13 - Regulatory Requirements for PREVAILING WAGE DETERMINATION for this project.)
 4. Bidder shall perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

END OF SECTION 01

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

SECTION 02

BID FORM

***NAME OF FIRM:** _____

Purchase Order/Payments shall be issued to this name

***D/B/A or Corporation Name** _____

***BUSINESS ADDRESS:** _____

***CITY:** _____ ***STATE:** _____ ***ZIP:** _____

***PHONE:** _____ **FAX:** _____

***E-MAIL:** _____

UNIQUE ENTITY NUMBER: _____ **CAGE NUMBER:** _____

***TAX ID NUMBER:** _____ **AR CONTRACTORS LICENSE #:** _____

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Total Completion Time and Liquidated Damages Including Alternative: Substantial completion shall be **30 consecutive calendar days** from the date established in a written notice to proceed. Final completion shall be 15 days after substantial completion. The bidder must agree also to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid opening.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

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>
MECHANICAL:		
PLUMBING:		
ELECTRICAL:		
ROOFING AND SHEET METAL:		
Other (designate)		

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \$_____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

Section 03

CONTRACTOR REFERENCES

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

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

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

1. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

3. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

2. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

4. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

CONTRACTOR REFERENCES

CITY OF FAYETTEVILLE, ARKANSAS:
BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

SECTION 04
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter
called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____
_____ Dollars (\$ _____), for the payment of which sum, well
and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

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

BID BOND

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

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)

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

END OF SECTION 04

BID BOND

2

SECTION 05

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of \$ _____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

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

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

- A. Complete the Contract in accordance with its terms and conditions, or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

Approved as to Form:

Attorney for _____

SECTION 06

LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with the Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \$ _____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

- B. The above-named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.
 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 20_____.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

Approved as to Form:

Attorney for _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT MANUAL

FOR

FAYETTEVILLE CITY ADMINISTRATION BUILDING ROOF REPLACEMENT

CITY OF FAYETTEVILLE, ARKANSAS

09-19-2023

FOR CONSTRUCTION

Architect

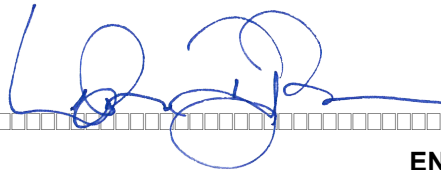
WER NORTHWEST ARKANSAS, PLLC
112 W. CENTER ST, SUITE 410
FAYETTEVILLE, ARKANSAS 72701
(479) 966.4477 OFFICE

ARCHITECT'S PROJECT NUMBER
FAYONC22.00
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SECTION 00 0105
CERTIFICATIONS PAGE

ARCHITECT

I HEREBY CERTIFY THAT THIS PROJECT MANUAL WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF ARKANSAS.

NAME  DATE 09 19 23 REG. NO C-44
END OF SECTION

Appendix A
Bid 23-42, Construction
City Hall Roof Replacement
City Issued Bid

**SECTION 00 0110
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PROCUREMENT AND CONTRACTING REQUIREMENTS

CITY OF FAYETTEVILLE PROVIDED DOCUMENTS

INTRODUCTORY INFORMATION

- Section 00 - Title Page
- Section 00 - Bidder's Check List
- Section 00 - Advertisement
- Section 01 - Instructions to Bidders

BID FORMS AND SUPPLEMENTS

- Section 02 - Bid Form
- Section 03 - Contractor Reference
- Section 04 - Bid Bond
- Section 05 - Performance Bond
- Section 06 - Labor and Material Payment Bond

CONTRACT GENERAL CONDITIONS

- General Requirements

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 0105 - Certifications Page
- 00 0110 - Table of Contents
- 00 6325 - Substitution Request Form

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 1000 - Summary
- 01 2000 - Price and Payment Procedures
- 01 2200 - Unit Prices
- 01 2500 - Substitution Procedures
- 01 3000 - Administrative Requirements
- 01 3210 - Construction Progress Schedule
- 01 3340 - Delegated Design Deferred Submittal Procedures
- 01 5000 - Temporary Facilities and Controls
- 01 6000 - Product Requirements
- 01 7000 - Execution and Closeout Requirements
- 01 7800 - Closeout Submittals

DIVISION 02 -- EXISTING CONDITIONS

- 02 4100 - Demolition

DIVISION 03 -- CONCRETE NOT USED

DIVISION 04 -- MASONRY

- A. 04 0100 - Maintenance of Masonry

DIVISION 05 -- METALS NOT USED

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

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City of Fayetteville

Administration Building

Roof Replacement

00 0110 - 1

Table of Contents

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06 1000 - Rough Carpentry

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 0150.19 - Preparation for Re-Roofing

07 4213 - Metal Wall Panels

07 5216 - Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing

07 6200 - Sheet Metal Flashing and Trim

07 9200 - Joint Sealants

DIVISION 08 -- OPENINGS

08 6300 - Metal-Framed Skylights

08 8000 - Glazing

DIVISION 09 -- FINISHES

09 9113 - Exterior Painting

DIVISION 10 -- SPECIALTIES NOT USED

DIVISION 11 -- EQUIPMENT

11 8129 - Facility Fall Protection

DIVISION 12 -- 33 NOT USED

END OF SECTION

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

**SECTION 00 6325
SUBSTITUTION REQUEST FORM**

**PRE-BID SEND TO
AMANDA BEILFUSS
SR. PURCHASING AGENT
CITY OF FAYETTEVILLE
113 W. MOUNTIAN STREET
FAYETTEVILLE, AR 72701
PHONE 479-575-8220**

**POST-BID SEND TO
BEN CRUCE
PROJECT ARCHITECT
WER ARCHITECTS
112 W. CENTER STREET, SUITE 410
FAYETTEVILLE, AR 72701
PHONE 479-966-4477**

SECTION **PARAGRAPH** **SPECIFIED ITEM**
PROPOSED SUBSTITUTE

ATTACH, COMPLETE DESCRIPTION, DESIGNATION, CATALOG OR MODEL NUMBER, SPEC DATA SHEET, AND OTHER TECHNICAL DATA, INCLUDING LABORATORY TESTS IF APPLICABLE.

ANSWER THE FOLLOWING QUESTIONS

WILL SUBSTITUTION AFFECT DIMENSIONS INDICATED ON DRAWINGS IS THE SIZE DIFFERENT PHYSICAL SIZE

WILL SUBSTITUTION AFFECT WIRING, PIPING, DUCTWORK, ETC. INDICATED ON DRAWINGS THIS INCLUDES LOWER OR HIGHER ELECTRICAL LOAD AND OR VOLTAGE DIFFERENT BTU HEAT LOAD AND OR OR VENTING REQUIRED CLEARANCES, ETC.

WHAT AFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES

LIST ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM

IF NECESSARY, WILL THE UNDERSIGNED PAY FOR ARCHITECTS ENGINEER S COSTS, REQUIRED TO REVISE WORKING DRAWINGS, THAT ARE CAUSED BY SUBSTITUTION

MANUFACTURER S WARRANTY OF PROPOSED ITEMS ARE ☐ SAME ☐ DIFFERENT

PROPOSED COST SAVINGS USING SUBSTITUTION PRODUCT

REVIEW COMMENTS

☐ **APPROVED**

☐ **APPROVED AS NOTED SEE ATTACHED EXPLANATION**

☐ **NOT APPROVED REJECTED**

☐ **REJECTED RECEIVED TOO LATE NOT REVIEWED**

REMARKS **REVIEWED BY**

SUBMITTED BY

FIRM

ADDRESS

SIGNATURE

DATE

PHONE EMAIL

END OF SECTION

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL V.22

1.01 PROJECT

- A. Project Name: City of Fayetteville Administration Building Roof Replacement
- B. Owner's Name: City of Fayetteville, Arkansas.
- C. Architect's Name: WER Architects.
- D. The Project consists of the roof replacement and skylight replacement of the existing City of Fayetteville Administration Building.

1.02 CONTRACT DESCRIPTION

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.
- B. Scope of alterations work is indicated on drawings.

1.04 WORK BY OWNER

- A. The Owner, without sacrificing their right to do so, does not plan to undertake significant work with their own forces within the construction site prior to Substantial Completion.
- B. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion.
- C. Items and equipment noted to be Contractor Furnished and Contractor Installed is to be purchased new by the Contractor and all cost associated with the handling, installation and connection should be included turn-key in the project. All items and equipment noted to be Contractor Installed shall be coordinated with provider and the Contractor shall include all costs for handling, installation and connection in the project.
- D. Cooperate fully with the Owner's own forces or separate contractors, if any, so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- C. Do not unreasonably encumber site with materials or equipment. Confine stockpiling of materials to areas authorized by Owner.
- D. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.

2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- E. Workers on the jobsite are to be reminded that adjunct areas are occupied and in use on the campus. **W**orkers are to be reminded that adjunct areas are occupied and in use on the campus. **W**orkers are to be reminded that adjunct areas are occupied and in use on the campus. **A**djunct areas are occupied and in use on the campus.
- F. Existing building spaces may not be used for storage.
- G. Time Restrictions:
 1. Limit conduct of especially noisy exterior work to the hours of 7:00 am through 4:00 pm.
- H. Utility Outages and Shutdown:
 1. Limit disruption of utility services to hours the building is unoccupied.
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 3. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Appendix A
 Bid 23-42, Construction -
 City Hall Roof Replacement
 City Issued Bid

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G-702 Application and Certificate for Payment.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and three hard-copies of each Application for Payment.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 15 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
- E. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2200
UNIT PRICES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius.
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- I. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- J. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Architect prior to starting work.
- K. Contractor's Engineer Responsibilities: Sign surveyor's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.

FAYONC22.00
City of Fayetteville
Administration Building
Roof Replacement

Unit Prices

01 2200 - 1

09-19-2023

3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected Products.
7. Products placed and concealed prior to assessment of quantity or volume.

1.06 SCHEDULE OF UNIT PRICES

- A. Cost per square foot for removal of deteriorated wood board roof decking and replacemtn with new OSB roof sheathing. See Section 06 1000-Rough Carpentry
- B. Cost per square foot for masonry repointing. See Section 04 0100-Maintenance of Masonry
- C. Cost per square foot for brick replacement. See Section 04 0100-Maintenance of Masonry

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 6325 - Substitution Request Form: Required form for substitution requests made prior to or after award of contract (During procurement or construction).
- B. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. General Clarification: Where a definite material is specified it is not the intent to discriminate against any equal product from another manufacturer. It is the intent to set a definite standard. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when requested by Architect. No substitution shall be made unless authorized in writing by the Architect. If the Contractor proposes to substitute an equal product, he shall make this fact known, in writing, to the Architect as soon as possible after the award of the contract.
- B. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system including aesthetics of physical properties such as available colors, patterns and textures.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.

- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms included in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing the form in Section 006325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable. Substitutions before award of contract must be submitted the City of Fayetteville Purchasing Division.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing the form in Section 006325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable. Substitutions after award of contract shall be submitted to the architect.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Substitutions submitted before award of contract will be accepted or rejected via addendum.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form to be included in the addendum.
- C. Substitutions submitted after award of contract, Architect will notify Contractor in writing of decision to accept or reject request.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be recorded into submittal and any required changes to the Construction Documents will be incorporated into the work by issuance of Change Order, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Electronic document submittals.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Change Order requirements.
- G. Contractor Liability requirements.
- H. Coordination drawings.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.

1.03 PROJECT COORDINATION

- A. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for construction & delivery access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- F. Make the following types of submittals to Architect:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTALS

- A. Any documents transmitted for purposes of administration of the contract will be in electronic (PDF) format and transmitted via an Internet-based e-mail service.
 - 1. In addition to submittals for review, information, and closeout, this procedure will apply to requests for information (RFIs), progress documentation, contract modification documents

(e.g. supplementary instructions, proposal requests, change orders), applications for payment, field reports and meeting minutes, and any other document the Contractor or Architect wish to make part of the project electronic record.

2. Contractor and Architect will use conventional e-mail for this service, subject to the limitations of the service provider (file size).
 3. It is the Contractor's responsibility to submit documents in PDF format via file attachment to e-mail directed to ABC Architect. Addressee will be determined at the pre-construction conference. Documents shall be reviewed and stamped by the contractor prior to submission. PDF documents without contractors stamp, signature and/or initials, & date will not be reviewed. Each scan or PDF copy, especially large format documents or drawings, shall be individually stamped, if transmitted as individual files. Assembled documents in a single file need only be stamped once.
 4. Subcontractors, suppliers, and Architect's consultants are required to use the e-mail transmission of review documents, and provide copies directed to the Architect and Contractor.
 5. Users of the electronic document submission process shall provide an email address and Internet access. PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), is encouraged, unless scan to PDF file capability is provided by the document generator / provider.
 6. Paper documents & transmittals of electronic submissions will not be reviewed; emailed PDF documents without transmittal letters / forms from the contractor will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to physical samples or color selection charts.
- B. Cost: The cost of the electronic document submittal(s) is to be paid by Contractor; include the cost of the submittals in the contract sum.
- C. Project Closeout: Architect will determine which project electronic document files shall be archived for the Owner. The contractor shall provide these documents electronically and physical components as part of the close out document submission.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect.
 3. Contractor.
- C. Agenda:
 1. Distribution of Contract Documents.
 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 3. Designation of personnel representing the parties to Contract, the Owner and Architect.
 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 5. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 1. Contractor.
 2. Owner.

3. Architect.
 4. Contractor's Superintendent.
 5. Major Subcontractors.
- C. Agenda:
1. Use of premises by Owner and Contractor.
 2. Owner's requirements .
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Security and housekeeping procedures.
 6. Schedules.
 7. Application for payment procedures.
 8. Procedures for testing.
 9. Procedures for maintaining record documents.
 10. Requirements for start-up of equipment.
 11. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.06 COORDINATION DRAWINGS

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- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.07 DIGITAL DOCUMENT FILES AND RELEASES

- A. BIM Models: Projects are created by Architect and Engineers using Building Information Modelling software and not all projects will have these files available for Contractor's use. The final model is a composite of multiple models that will require separate models from consultants. Contact Architect and Engineers for specific availability and cost.
- B. AutoCAD files: Do not exist for architectural plans. Architect has capability to generate AutoCAD files that resemble the sheets as seen in the Construction Documents as well as generate entire floor plans of the building. This service can be provided at a cost to the Contractor per sheet/floor plan desired. See end of section for Digital Release form.
- C. Portable Digital Format (PDF): PDF of issued drawings can be provided to Contractor at no cost. Contact Architect for availability.
- D. Other documents: Contractor will have to directly contact consultants for trade specific files, such as AutoCAD files for topographical layout, etc.

3.08 REQUESTS FOR CHANGE ORDERS

- A. In order to facilitate checking of quotations for extras or credits, all proposals, except for those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

3.09 CONTRACTOR LIABILITY REQUIREMENTS

- A. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect Engineer and the Architect Engineer's consultants as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Architect / Engineer, Engineer, and their respective Consultants are responsible for their own Professional Liability coverage.

3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
 - 5. Delegated Design Deferred submittals.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.

6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Information: Submit one electronic copy.
- C. Documents for Project Closeout: Make electronic reproductions of submittal files originally reviewed. Include electronic files of any submittals for information. All hard copies of Operational Manuals included with products and equipment should be collected and retained for close out documentation.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates required for jobsite use & verification.
 2. Retained samples will not be returned to Contractor unless specifically so stated. Digital documentation of approved samples will be provided.

3.14 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form and Contractors transmittal form. Transmittal shall be numbered sequentially and revised submittals should include original number and a sequential alphabetic suffix. Transmittal shall include list of each specification section or sections that are included in the submittal contents. Send transmitted submittal as one complete PDF; multiple files will not be reviewed and will need to be reassembled by Contractor.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Deliver physical submittals to Architect at business address. In some instances, larger physical samples can be coordinated to be delivered to the construction site, typically for use in a mock-up.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items. Transmit higher priority submittals first and provide date for anticipated return of submittal.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. When large quantities of submittals are transmitted in a short time frame, review time may take longer. Mark high priority submittals on transmittal to notify / assist in an expedited review.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work. Any proposed change or deviation from Contract Document plans or specifications must be clearly noted and easily identifiable on the submittal. Any change must be identified and specifically requesting approval of proposed deviation by Architect or Engineer of Record. Failure to follow this

requirement results in submitted deviation bearing the complete responsibility of the contractor.

- H. Comments made in submittals by Architect or Engineer that change contract costs need to be submitted to Architect as a Potential Change Order for Claims for review and approval by Owner prior to the change to project scope. Failure to follow this requirement, whether a cost savings or cost increase, results in the submitted cost change bearing the complete responsibility of the providing contractor.
- I. Provide space for Contractor and Architect review stamps. Submittals must be reviewed and stamped by Contractor, unstamped submittals will not be reviewed and will be returned.
- J. Submittals to be as complete, comprehensive and accurate as possible. Include all components requested to be reviewed in Submittal section 1.03 of the specifications. Do not split up a single specification section into multiple submittals (ie product data, samples, shop drawings, etc.). Avoid grouping unrelated specifications sections together in a submittal.
- K. Each submittal will only be reviewed two times; once for original review and then a second time for a potential revised submittal. Any further additional reviews must include General Contractor's explanation for their inability to conform with requirements. Additional reviews beyond aforementioned may have costs associated to complete additional reviews.
- L. When revised for resubmission, identify all changes made since previous submission. Cloud all changes and revised details / notes. Address all comments and/or questions posed in previous submission; lack of addressing all previous review comments are grounds for rejections of submittal. Include previous reviewed submittal pages after the last page of the new submittal information.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

3.15 AUTOCAD RELEASE FORM

- A. At your request, Witsell Evans Rasco, P.A. (WER) will provide electronic files for your convenience and use in the preparation of a bid or shop drawings related to Project: _____ subject to the following terms and conditions.
- B. WER's electronic files are compatible with AutoCad as a dwg. file. WER makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.
- C. Data contained on these electronic files is part of WER's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of bids or shop drawings for the referenced project. Any other use or reuse by you or by others, will be at your sole risk and without liability or legal exposure to WER. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WER, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.
- D. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless WER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.
- E. **T**_____ Differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. WER makes no presentation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed contract documents prepared by WER and electronic files, the signed contract documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.
- F. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, WER reserves the right to remove all indications of its ownership and/or involvement from each electronic display.
- G. WER will furnish you electronic files at a cost of **150.00** per building floor or sheet, for the following:
1. _____
 2. _____
 3. _____
- A service fee of (_____) shall be remitted to WER prior to delivery of the electronic files.
- H. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by WER and WER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WER be liable for any loss of profit or any consequential damages.

SIGNED

WITSELL EVANS, RASCO PA CONTRACTOR NAME TITLE

DATE _____

ADDRESS PHONE NUMBER

END OF SECTION

**SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. Within 10 days after joint review, submit complete schedule.

1.03 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches. Provide electronic file(s) in PDF format.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Provide sub-schedules to define critical portions of the entire schedule.
- D. Include conferences and meetings in schedule.
- E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- G. Indicate delivery dates for owner-furnished products.
- H. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

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- A. Maintain schedules to record actual start and finish dates of completed activities. Revised schedules should show original baseline start and finish dates for activities in comparison with actual work started and completed.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

**SECTION 01 3340
DELEGATED DESIGN DEFERRED SUBMITTAL**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Delegated design deferred submittals approval requirement including those specified in individual Specification Sections.
- B. Stamp and seal of delegated license professional when required by referenced Specification Sections.

1.02 DEFINITIONS

- A. Delegated Design:: _____
 - 1. Transfer of design responsibility to Contractor for one or more specialty scopes of the work for the construction of a project as indicated in Specifications.
 - 2. Delegated design requires Contractor to obtain professional engineering services for design when specified in individual Specification Sections.
- B. Deferred Approval Items:
 - 1. Deferred approval items are those portions of the design that are not submitted at the time of the application for permit, and that are to be submitted to Authority Having Jurisdiction within a specified period.
 - 2. Deferral of any submittal items shall have prior approval of the building official.
 - 3. Architect will review deferred submittal items prior to Contractor submitting to Authority Having Jurisdiction with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building.
- C. Deferred Submittal Approval Process for Contractor:
 - 1. Includes preparing documents, shop drawings, certifications, meetings and procedures, including changes due to interpretations by Authority Having Jurisdiction, fees, inspections and testing procedures, and other items as may be required to provide installation and regulatory final approval for this deferred approval Work.
 - 2. Includes coordination of the deferred approval items, and scheduling sufficient time to complete the process including but not limited to review and approval by the Owner, Architect and their additional designated reviewers, installation by Contractor, inspection and testing by an approved agency, and final approval by Authority Having Jurisdiction.
- D. Qualified Professional Engineer: Registered to practice engineering in the State the project is located in for following disciplines:
 - 1. Structural.

1.03 DEFERRED SUBMITTAL REQUIREMENTS FOR DELEGATED DESIGN WORK

- A. Section includes deferred approval requirements for the following items:
 - 1. Metal framed skylights
 - 2. Facility Fall Protection
- B. Deferred Submittal Approval Requirements: In connection with the delegated design systems as indicated on Drawings or specified, Contractor shall submit complete list of materials and other required details as required under Section 013300 - Submittals.
 - 1. Detailed drawings, and certifications shall be prepared under the supervision of, and stamped / signed by a professional Structural Engineer registered in that discipline in the State the project is located in.
 - a. It shall be Contractor's responsibility, and Contractor's registered professionals, to present submittals, drawings, and certifications to Architect and to Authorities Having Jurisdiction as deferred submittal for approval.

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Delegated Design Deferred
Submittal

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- b. All work shall be engineered according to and comply with performance or design requirements in Specifications and with Building Codes referenced on Drawings.
 - c. Architect's comments shall be incorporated in engineered drawings prior to submittal to Authorities Having Jurisdiction.
- C. Responsible Control:
- 1. All shop drawings and related submittals shall be responsibility of Contractor, stamped and signed approved by Contractor and Contractor's design professionals and submitted to Architect for review and acceptance.
 - 2. The Architect and appropriate Consultants will review deferred submittals and material data for consistency with design intent only. Contract Drawings indicate design intent and shall be used as providing minimum required for design, fabrication, function, support and anchorage. Architect's review does not relieve Contractor and Contractor's subcontractors and their design professionals of their responsibilities to meet Contract Document requirements.

1.04 PERFORMANCE REQUIREMENTS

- A. Responsibility for Review and Approval Process for Deferred Approval Items:
- 1. General Contractor is responsible for Authority Having Jurisdiction review and approval of deferred submittal items, including but not limited to engineering, approvals, fees and costs, testing and inspections, installation, review and approval including securing final approvals and turning documentation over to the Owner.
 - 2. Contractor shall review Contract Documents, prepare list of deferred submittals, and incorporate line item for each submittal in construction progress schedule and submittal schedule.
- B. Responsibility for Coordination and Scheduling:
- 1. General Contractor is responsible for scheduling and coordinating deferred submittal approval items including engineering, approvals, testing and inspections, installation and final Authority Having Jurisdiction approvals.
 - 2. Conduct general deferred-approval-process meeting to review deferred approval items, including Contractor's responsibilities and action plan.
- C. Responsibility for Completeness of Submittal Data, to be included with Deferred Submittal Approval Packages:
- 1. Submittals, including shop drawings, product data, certifications, and other related data, are generally required to be included with deferred submittal approval packages.
 - 2. General contractor shall review and coordinate impact of items identified in deferred submittals list on adjacent building systems, substrates, and substructures where these items are installed.

1.05 SUBMITTALS

- A. General:
- 1. See Section 01 3000 - Administrative Requirements, for submittal procedures.
 - 2. Comply with submittal requirements indicated in individual specifications sections for deferred submittal approval items.
 - 3. Comply with submittal requirements for Authority Having Jurisdiction deferred submittal approval items, including requirements above and beyond requirements for other Contract Document submittals.
- B. Product Data: Provide for each type of product indicated.
- C. Shop Drawings: Prepared by or under direct supervision of a qualified professional engineer.
- 1. Include engineering, design, certifications, and data, signed and sealed by registered professional engineer responsible for their preparation.
- D. Closeout Items: Original documentation of approvals and associated documents, including stamps and notations by Authority Having Jurisdiction on deferred approval documents, that

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were required or reviewed during successful completion of the approval process.

1. Provide documentation for each deferred approval item indicated.
2. Organize documents into separate packages for each separate deferred approval item indicated. Title each package "DEFERRED SUBMITTAL APPROVAL INFORMATION FOR [insert title of deferred approval item]".

PART 2 PRODUCTS NOT USED.

PART 3 EXECUTION NOT USED.

END OF SECTION

Appendix A
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Delegated Design Deferred
Submittal

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**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Provide and pay for all lighting, heating and cooling, and ventilation required for construction purposes.
- C. Existing facilities may not be used.
- D. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Provide telephone, cellular phone, and high-speed internet connection to jobsite.
- C. Provide on jobsite capacity of viewing and printing out physical copies of electronic versions of construction documents, submittals, RFIs, ASI, etc.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
- B. Used material may be used for construction fence. Provide duplicate keys of any gate lock to Owner. Contractor to be responsible for maintenance of fence for duration of project.

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1.07 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction as detailed by Architect.
- B. Erect on site at location established by Architect.
- C. Project Identification Signs:
 - 1. One painted sign, 64 square feet area, bottom 3 feet above ground.
 - 2. Content:
 - a. Project title, logo and name of Owner as indicated on Contract Documents.
 - b. Names and titles of authorities.
 - c. Names and titles of Architect/Engineer.
 - d. Name of Prime Contractor.
 - 3. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer.
- D. Sign Materials:
 - 1. Structure and Framing: New wood, structurally adequate.
 - 2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4-inch thick, standard large sizes to minimize joints.
 - 3. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
 - 4. Lettering: Exterior quality paint, contrasting colors as selected.
- E. Installation:
 - 1. Install project identification signs within 15 days after date fixed by Notice to Proceed.
 - 2. Erect at location directed by the Architect.
 - 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 - 4. Install signs surface plumb and level, with butt joints. Anchor securely.
 - 5. Paint exposed surfaces of signs, supports, and framing.
- F. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
- G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore the area.
- H. No other signs are allowed without Owner permission except those required by law.

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1.11 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, manufacturer warranties and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made of wood from newly cut old growth timber.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions.
 - 2. If wet-applied, have lower VOC content.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.

4. Have longer documented life span under normal use.
5. Result in less construction waste.
6. Are made of recycled materials.
7. Are Cradle-to-Cradle Certified.
8. Have a published GreenScreen Chemical Hazard Analysis.

D. Provide interchangeable components of the same manufacture for components being replaced.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

2.05 WARRANTY

- A. For all products, where no specific extended warranty period has been identified, provide no less than manufacturer's standard warranty for product line for quality grade specified.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 1. Review Owner reviewed shop drawings, product data, and samples. Notify Owner and Architect immediately if supplied product affects installed final work.
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 3. Handle, store, install and finish products.
 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.

- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, and selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State of Arkansas and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent

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responsibilities for installing, connecting to, and placing in service, such equipment.

- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:

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1. Review conditions of examination, preparation and installation procedures.
 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 2. Grid or axis for structures.
 3. Building foundation, column locations, and ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
 2. Relocate items indicated on drawings.
 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new

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construction.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.

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- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.

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- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion. When each item is completed, have each item initialled by Project Superintendent and dated when completed. Include in project closeout documentation.

END OF SECTION

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**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Project Completion Documents.
- B. Project Record Documents.
- C. Operation and Maintenance Manuals.
- D. Warranties and bonds.

1.02 SUBMITTALS

- A. Close Out Document Manuals: All information to be scanned to digital format and submitted to Architect. Retain all hard copies for one complete set for the Owner. Submit complete sets of the following:
 - 1. Project Completion Documents:
 - 2. Project Record Documents:
 - 3. Operation and Maintenance Manuals:
- B. Final Application for Payment: Submit fully executed

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT COMPLETION DOCUMENTS

- A. Project Directory: Include list of all Contractors, Owner, Architects, Engineers, Subcontractor and prime material suppliers. List to include trade involved, primary contact name, phone number, mailing address and email address.
- B. Waiver of Liens: Provide for all trades and prime material suppliers.
- C. Warranties: Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment. Warranty begins on the date of acceptance
 - 1. Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment.
 - 2. Warranties begin on the Date of Substantial Completion, unless delayed or specifically excluded.
 - 3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, the listing date of acceptance is the beginning of the warranty period.
 - 4. Verify that documents are in proper form, contain full information, and are notarized.
 - 5. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- D. Certificate of Substantial Completion: Provide fully executed form with punch list attached.
- E. Contractor's Punch List: Provide completed list of items requiring completion or correction. Include any attachments for revisions provided by Architect and/or Engineer. Punch list should be noted that all items were corrected and completed with trade responsible identified.
- F. Certificate of Occupancy: Provide form as issued for authority having jurisdiction.
- G. Consent of Surety: Provide fully executed surety letter when project has associated bonds provided by contractor.

3.02 PROJECT RECORD DOCUMENTS

- A. Record Drawings : Legibly mark construction drawings with each item to record actual construction including the following:
 - 1. Measured depths of foundations in relation to finish first floor datum.

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
 6. Changes made by Addenda and Change Orders.
 7. Record information concurrent with construction progress.
- B. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda, Change Orders and other modifications.
- C. Addenda: Insure all addenda items have been includes and posted to record documents.
- D. Change Orders: Include all executed Change Orders, Allowance purchases and other modifications to the contract.
- E. Submittals, Shop Drawings, Product Data and Samples:
1. Shop Drawings: Include records of manufacturer's instruction for assembly, installation and adjusting.
 2. Product Data: Include list of all products and model number provided.
 3. Samples: Include material samples of all selected interior finishes. Samples to include label indicating manufacturer, product model number, color, finish and other identifying elements. Full color photographs are acceptable for larger samples.
- F. Test Reports and Special Inspections:
- G. Maintain on site a complete set of record documents; record actual revisions to the Work:
- H. Ensure entries are complete and accurate, enabling future reference by Owner.
- I. Store record documents separate from documents used for construction.
- J. Record information concurrent with construction progress.

3.03 OPERATION AND MAINTENANCE MANUAL GENERAL

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.04 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.05 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Provide schedule of all equipment that require instruction on operation and/or continual maintenance. Coordinate instruction for all equipment with Owner and/or Owner's Representative and record name and contact information of all in attendance. Video recording of instructions provided is recommended.
- B. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Additional Requirements: As specified in individual product specification sections.

3.06 CLOSE OUT DOCUMENT MANUALS

- A. Provide all Close Out information in digital format, saved in PDF files, and neatly organized for ease of navigation. Arrange by Specification Sections as Table of Contents. Architect can provide file format for use as needed.
- B. Where paper documents are provided by manufacturers, scan into records and combine and include into Hard Copy Close Out Documents.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under specification section numbers and sequence of Table of Contents of this Project Manual.

- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Operating instructions.
 - 2. Maintenance instructions for equipment and systems.
 - 3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 4. Air and water balance reports.
 - 5. Certificates.
 - 6. Photocopies of warranties and bonds.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect , Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- L. Arrange digital PDF copies of documents in similar fashion using file folders. Name file type with simple explanation of contents using shortest file names type possible. Provide digital files on flash USB drives.
- M. Provide owner training videos saved electronically and transmitted in USB drives. Provide sign-in sheets for all attendees for Owner Training sessions and include in closeouts.

END OF SECTION

Appendix A
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SECTION 02 4100 DEMOLITION

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

PART 2 PRODUCTS

2.01 MATERIALS

- A. Insulation: As specified in Section 07 2100 - Thermal Insulation

PART 3 EXECUTION

3.01 SCOPE

- A. Removal and replacement of any designated wet insulation identified by mid-wave infra-red scan.
 - 1. Scanner shall be a certified Level 1 Thermographer.
 - 2. The infra-red scan will be performed prior to any work being completed.
 - 3. No demolition to be performed without the approval of the Architect or Owner

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 04 0100
MAINTENANCE OF MASONRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water and Chemical cleaning of newly repointed masonry mortar joints.
- B. Repointing mortar joints.
- C. Repair of damaged masonry.

1.02 PRICE AND PAYMENT PROCEDURES

- A. See Section 01 2200 - Unit Prices, for additional unit price requirements.
- B. Brick Replacement: By the square foot.
- C. Repointing: By the square foot.

1.03 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures 2022, with Errata.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
 - 1. Require attendance of parties directly affecting work of this section.
 - 2. Review conditions of installation, installation procedures, and coordination with related work.
- B. Scheduling:
 - 1. Perform cleaning and washing of masonry between the hours of 7 am to 11 pm only. Schedule work with Owner to facilitate use of public and staff; minimise disruption of access building.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit the following to the architect for approval:
 - 1. Manufacturer's specifications and other data required to demonstrate compliance with the specified requirements.
 - 2. Provide data on cleaning compounds.
- C. Samples: Submit the following to the architect for approval:
 - 1. Four samples of face brick units to illustrate matching color, texture and extremes of color range.
 - 2. Samples of proposed tuck-pointing mortar for approval of color and texture.
- D. Manufacturer's Instructions: For cleaning materials, indicate special procedures, conditions requiring special attention.

1.06 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of the contract documents.
- B. Restorer: Company specializing in masonry restoration with minimum three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store in such manner as to prevent damage or disfigurement. Store items and components subject to environmental damage above ground on pallets, platforms, or other supports and protect from elements and physical damage by adequate cover.
- B. Deliver mortar material in original unopened containers bearing label identifying manufacturer's name and brand.

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- C. Protection: The installer shall protect any existing work subject to damage during installation of specified work and shall adequately protect specified work during installation. Finished work that is readily subject to damage by subsequent work or environmental conditions shall be protected by the installer immediately following the installation thereof.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.08 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Restoration and Cleaning Chemicals:
 1. PROSOCO; Sure Klean 600 Detergent (tuckpointed masonry cleaning):
www.prosoco.com/#sle.
 2. Substitutions: See Section 01 6000 - Product Requirements

2.02 CLEANING MATERIALS

- A. Cleaning Agents: non etching acidic (concrete chemical cleaning) type. ProSoCo Sure Klean Light Duty Concrete Cleaner, Limestone/Masonry Prewash 766 & Afterwash, Limestone Cleaner 942.
 1. Masonry / Pointed Joints: ProSoCo Sure Klean 600 Detergent. Use at newly tuckpointed areas.

2.03 MORTAR MATERIALS

- A. Masonry Cement: ASTM C-91, Type II.
- B. Portland Cement: ASTM C-150.
- C. Hydrated Lime: ASTM C-207, Type S.
- D. Aggregate for Grout: ASTM C-404.
- E. Fine Aggregate: ASTM C-404.
- F. Water: Clean and free of deleterious amounts of acids, alkalies, or organic materials.
- G. Mortar Mix: Match chemical analysis of existing mortar.
- H. HMortar Tint: Shall be Sonobrite as manufactured by Sonneborn Division of Contech, Inc.

2.04 MASONRY MATERIALS

- A. Brick: Match

2.05 SEALANTS

- A. Refer to Section 07 9200

2.06 ACCESSORIES

- A. Helical Masonry Stitching Ties: Simpson HELIST254000 with FX-263 Rapid Hardening Vertical/Overhead Repair Mortar.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Take all necessary precautions, erect all required shields, protective coverings, etc. to prevent adjacent materials and surfaces from being damaged during the execution of this portion of the

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work.

- B. Carefully remove and store removable items located in areas to be restored, including fixtures, fittings, finish hardware, and accessories; reinstall upon completion.
- C. Separate areas to be protected from restoration areas using means adequate to prevent damage.
- D. Mask immediately adjacent surfaces with material that will withstand cleaning and restoration procedures.
- E. When using cleaning methods that involve water or other liquids, install drainage devices to prevent runoff over adjacent surfaces unless those surfaces are impervious to damage from runoff.
- F. Do not allow cleaning runoff to drain into sanitary or storm sewers.

3.03 REPOINTING RELAYING EXISTING BRICK

- A. Match the existing mortar as closely as possible for composition, color, and texture. Furnish sample for architect's approval before starting work.
- B. Carefully examine the joints of all exterior brick. Repoint all joints having cracked, loose, or disintegrated mortar as called for on the plans.
- C. Remove all damaged or cracked mortar to a depth of at least 1-1/2 times the width of the joint.
- D. Repoint to match existing original mortar color, texture, and tooling. Add a small amount of pigment to achieve the weathered color. Use only pigments which are pure mineral oxides (because they will not fade or leach out of the mortar). In no event shall the pigment exceed two percent (2 %) of the mortar mix by weight.
- E. All repointed joints shall be brushed clean and pointed with mortar in two (2) stages to a flat cut joint. When "thumbprint" hard, the joints and beds shall be tooled to match original work. Point in two (2) stages to seal the shrinkage cracks.
- F. Power tools for removing existing mortar are expressly prohibited. Hand tools must be used and in a method that does not chip, sear, or deface the brick or stone in any way.
- G. Percentage of tuckpointing and relaying: As indicated on drawings.
- H. Chase bed joint 20" on either side of the affected area to a depth of approximately 1 1/4" with hand tools. Vertical spacing of installation sites should be 12" for red brick or "every other course" for concrete masonry units.
- I. Clear bed joint of all loose debris.
- J. Mix FX-263 Rapid-Hardening Vertical/Overhead Repair Mortar per product instructions and place into the prepared bed joint, filling approximately two-thirds the depth of the void.
- K. Embed the helical masonry stitching ties at one-half the depth of the void. Trowel displaced grout to fully encapsulate the tie.
- L. Fill any remaining void and vertical cracks with FX-263 or repair mortar to conceal repair site.

3.04 CLEANING EXISTING MASONRY

- A. Pre Wet all masonry surfaces prior to cleaning as recommended by manufacturer / technical representative.
- B. Low Pressure Water Cleaning (Chemical Cleaning - Concrete or natural stone areas): Prewet concrete or stone surface with fresh water. Apply light duty concrete cleaner via brush method with dilution as recommended by the manufacturer. Allow to stand 3 -5 minutes. Apply 3-4,000 psi pressure rinse to precast surfaces at all locations, maintaining uniform depth and surface texture throughout.
- C. Cleaning Detergent: Brush clean difficult or highly soiled / stained masonry surfaces at all such locations with restoration type cleaning agent in accordance with the manufacturer's instructions. Saturate masonry with clean water and flush loose mortar and dirt.

- D. Medium Pressure Cold Water (Power Wash - Brick Cleaning): Cold water blast with 3-4,000 psi pressure to brick masonry surfaces, at all locations, providing uniform finish.

3.05 RESTORATION CLEANING

- A. Spray coat difficult / highly stained type masonry with specified restoration or ferrous stain cleaner, mixed into solution in accordance with manufacturer's instructions.
- B. Provide a second application if required to match mock-up area.
- C. Allow sufficient time for solution to remain on masonry and agitate with soft fiber brush or sponge.
- D. Rinse from the bottom up with potable water applied at not more than 600 psi and at a rate of 4 gal/min.
- E. Treat surfaces with a neutralizing solution agent by applying afterwash, restoration cleaner, or limestone restorer according to the application instructions on the product label. (Required for any / all areas using 766 Limestone / Masonry Prewash. Do not allow Prewash to dry on any treated surface.)

3.06 CLEANING

- A. Immediately remove stains, efflorescence, or other excess resulting from the work of this section.
- B. Remove excess mortar, smears, and droppings as work proceeds and upon completion.
- C. Clean surrounding surfaces.

END OF SECTION

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Roof Sheathing
- B. Roof-mounted curbs.
- C. Roofing nailers.
- D. Preservative treated wood materials.
- E. Fire retardant treated wood materials.
- F. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2023.
- B. ASTM E2357 - Standard Test Method for Determining Air Leakage Rate of Air Barrier Assemblies 2018.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023b.
- D. AWPA U1 - Use Category System: User Specification for Treated Wood 2023.
- E. PS 1 - Structural Plywood 2019.
- F. PS 20 - American Softwood Lumber Standard 2021.
- G. SPIB (GR) - Standard Grading Rules 2021.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials and application instructions.
- C. Installation fastener requirements and spacing.
- D. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Southern Pine, unless otherwise indicated.
 - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

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- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Roof Sheathing: Oriented strand board wood structural panel; PS 2.
 - 1. Grade: Structural 1 Sheathing.
 - 2. Bond Classification: Exposure 1.
 - 3. Performance Category: 5/8 PERF CAT. Verify thickness of existing roof sheathing
 - a. Thickness to match existing roof deck boards
 - b. Contractor to verify existing roof deck thickness
 - 4. Span Rating: 40/20.
 - 5. Edges: Square.
 - 6. Exposure Time: Sheathing will not delaminate or require sanding due to moisture absorption from exposure to weather for up to 500 days.
 - 7. Provide fastening guide on top panel surface with separate markings indicating fastener spacing for 16 inches and 24 inches on center, respectively.
 - 8. Warranty: Manufacturer's standard lifetime limited warranty against manufacturing defects and that panels will not delaminate or require sanding due to moisture absorption damage from exposure to weather for up to the stated period.
 - 9. Manufacturers:
 - a. Huber Engineered Woods, LLC; AdvanTech Sheathing: www.huberwood.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- B. Other Applications:
 - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 - 3. Other Locations: PS 1, C-D Plugged or better.

2.04 ACCESSORIES

- A. Fasteners and Anchors: Use fasteners suitable for proper attachment to substrates and contain weatherized coating approved for use where exposed. Fasteners in treated lumber are required to have high corrosion resistance, compatible with chemical treatment and be approved for use by wood manufacturer.
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- B. Sill Flashing: As specified in Section 07 6200.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWP A U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood (FRTW) : Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 - 2. Preservative-Treated Wood (PTW): Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWP A standards.
- B. Fire Retardant Treatment:

1. Interior Type A: AWP A U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Treat rough carpentry items as indicated .
 - c. Do not use fire treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
 1. Preservative Pressure Treatment of Lumber Above Grade: AWP A U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber in contact with roofing, flashing, or waterproofing.
 - c. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. At building construction types I & type II, refer to code review statements on drawings, use fire-retardant treated wood ERTW where drawings indicate the use of wood for blocking, nailers or furring at the following locations:
 1. Exterior walls that are classified with fire resistance rating.
 2. Interior fire resistance rated partitions.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
 1. At long edges use sheathing clips where joints occur between roof framing members.
 2. At long edges provide solid edge blocking where joints occur between roof framing members.
 3. Nail panels to framing; staples are not permitted.

3.06 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.07 CLEANING

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- A. Waste Disposal: Comply with the requirements of Section 01 7419 - Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

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**SECTION 07 0150.19
PREPARATION FOR RE-ROOFING**

PART 2 PRODUCTS

1.01 COMPONENTS

1.02 MATERIALS

END OF SECTION

Appendix A
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**SECTION 07 4213
METAL WALL PANELS**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Manufactured metal panels for exterior wall panels, with related flashings and accessory components.

1.02 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- C. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- D. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate dimensions, layout, joints, construction details, and methods of anchorage.
- C. Samples: Submit two samples of wall panel, 12 inch by 12 inch in size illustrating finish color, sheen, and texture.
- D. Manufacturer's Qualification Statement.
- E. Installer's Qualification Statement.
- F. Test Reports showing compliance for reference standards.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years of documented experience.
- B. Installer Qualifications: Company specializing in installing products of the type specified in this section with minimum five years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- B. Store prefabricated material off the ground and protected from weather; prevent twisting, bending, or abrasion; provide ventilation; slope metal sheets to ensure proper drainage.
- C. Prevent contact with materials that may cause discoloration or staining of products.

1.06 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for additional warranty requirements.
- B. Manufacturer Warranty:
 - 1. Finish Warranty: Provide manufacturer's special warranty covering failure of factory-applied exterior finish on metal roof panels and agreeing to repair or replace panels that show evidence of finish degradation, including significant fading, chalking, cracking, or peeling within specified warranty period of no less than 20 year period from date of Substantial Completion.
- C. Installer's warranty: Provide warranty in which installer agrees to repair and replace components of the wall panel system that fail in material or workmanship within 2 years from the date of substantial Completion.

PART 2 PRODUCTS

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Metal Wall Panels

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2.01 MANUFACTURERS

- A. Metal Wall Panels - Exposed Fasteners:
 - 1. McElroy Metal; U-Panel: www.mcelroymetal.com/#sle.
 - 2. Morin Corporation; E-36 Profile A: www.morincorp.com/#sle.
 - 3. Petersen Aluminum Corporation; M-36 Panel: www.pac-clad.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MANUFACTURED METAL PANELS

- A. Wall Panel System: Factory fabricated prefinished metal panel system, site assembled.
 - 1. Provide exterior wall panels.
 - 2. Design and size components to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of wall.
 - 3. Design Pressure: In accordance with ASCE 7, wind loads as indicated on structural plans and applicable codes.
 - 4. Maximum Allowable Deflection of Panel: $L/180$ for length(L) of span.
 - 5. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.
 - 6. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
 - 7. Fabrication: Formed true to shape, accurate in size, square, and free from distortion or defects; pieces of longest practical lengths.
 - 8. Corners: Factory-fabricated in one continuous piece with minimum 2 inch returns or in profiles as indicated on plans.
- B. Exterior Wall Panels:
 - 1. Profile: Vertical.
 - a. Metal Wall Panel (MWP-1):
 - 1) Panel width: 36 inches.
 - 2) Material: Precoated galvanized sheet steel, 0.0336 inch minimum thickness.
 - 2. Color: As selected by Architect from manufacturer's standard line.
- C. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
- D. Anchors: Galvanized steel.

2.03 MATERIALS

- A. Precoated Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M, Structural Steel (SS) or Forming Steel (FS), with G90/Z275 coating; continuous coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.
- B. Precoated Aluminum Sheet: ASTM B209 (ASTM B209M), 3105 alloy, O temper, smooth surface texture; continuous-coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.

2.04 FINISHES

- A. Exposed Surface Finish: Panel manufacturer's standard polyvinylidene fluoride (PVDF) coating, top coat over epoxy primer. Full color options to include Metallics and Micas.
- B. Panel Backside Finish: Panel manufacturer's standard siliconized polyester wash coat.

2.05 ACCESSORIES

- A. Gaskets: Manufacturer's standard type suitable for use with system, permanently resilient; ultraviolet and ozone resistant.
- B. Sealants: As specified in Section 07 9005.

- C. Fasteners: Manufacturer's standard type to suit application; with soft neoprene washers, steel, hot dip galvanized. Fastener cap same color as exterior panel.
- D. Field Touch-up Paint: As recommended by panel manufacturer.
- E. Bituminous Paint: Asphalt base.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that building framing members are ready to receive panels.

3.02 INSTALLATION

- A. Install panels on walls in accordance with manufacturer's instructions.
- B. Sub girt spacing and panel attachment clips locations to be spaced and sized to comply with ASCE 7 wind load speeds and UL 580.
- C. Protect surfaces in contact with cementitious materials and dissimilar metals with bituminous paint. Allow to dry prior to installation.
- D. Fasten panels to structural supports; aligned, level, and plumb. Install fasteners to fit tight against face of metal panel but do not over-tighten to cause dent or damage to metal panel. Overtightened screws with dents are cause for panel rejection.
- E. Locate joints over supports and expansion joints where/as indicated.
- F. Lap panel ends minimum 2 inches.
- G. Apply galvanized coating to edges of cut steel panels.

3.03 CLEANING

- A. Remove site cuttings from finish surfaces.
- B. Remove protective material from wall panel surfaces.
- C. Clean and wash prefinished surfaces with mild soap and water; rinse with clean water.

END OF SECTION

SECTION 07 5216
STYRENE BUTADIENE STYRENE MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The project plans, details and general Contract requirements apply to this Section.

1.02 SUMMARY

- A. Items Included:
1. Roof insulation.
 2. Cover panel.
 3. SBS modified bituminous membrane roofing.
 4. Walktread.
- B. Related Sections:
1. Section 06 10 00 "Rough Carpentry" for roof mounted curbs, roofing nailers, concealed wood blocking, and roof sheathing.
 2. Section 07 62 00 "Sheet Metal Flashing and Trim" for metal flashings, counter flashings & reglets.
 3. Section 07 92 00 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.03 REFERENCES

- A. National Roofing Contractors Association
- B. OSHA: Occupational Safety and Health Administration
SMACNA: Sheet Metal and Air Conditioning Contractors National Association
UL: Underwriters Laboratories
- C. SMACNA: Sheet Metal and Air Conditioning Contractors National Association
- D. UL: Underwriters Laboratories

1.04 PREINSTALLATION MEETINGS

- A. Pre-installation Roofing Conference at Jobsite. Hold a meeting with the Owner, Construction Manager, Architect, Roofing Contractor, Roofing Manufacturer's Representative, and other applicable trades to discuss the means and methods related to roofing installation. The Roofing Contractor shall examine the substrate that will receive the specified roofing materials and confirm its suitability for attachment of the specified roofing system.

1.05 DESCRIPTION OF WORK

- A. Project Type: Tear-off
- B. Deck: Wood
- C. Slope: 1/2 inch per foot
- D. Insulation - Base Layers: Two layers of Paratherm by Siplast, each having a thickness of 2 inches, mechanically attached.
- E. Cover Panel: DensDeck Prime supplied by Siplast, having a thickness of 1/2 inch, applied in Parafast Insulation Adhesive.
- F. Roof System: Paradiene 20, applied in PA-311 R Adhesive;
- G. Paradiene 30 FR, applied in PA-311 R Adhesive.
- H. Flashing System: Veral Aluminum, torch applied.
- I. Supplemental Flashing System: Parapro 123 Flashing System.

1.06 SUBMITTALS

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A. Submittals Prior to Project Start

1. The primary roofing materials must be available at the jobsite a minimum of 2 weeks prior to project start. The designer shall randomly select two rolls each of the proposed base and finish plies for empirical confirmation by an independent testing lab of the following physical/mechanical properties. Substandard test materials that do not meet the physical/mechanical properties listed below shall be considered representative of the entire lot of material provided. At no additional cost to the owner the substandard materials must be removed from the job site and replaced by the contractor with a different manufacturer's products that meet the specified requirements.
 - a. Base ply
 - 1) Thickness (avg): 91 mils (2.3 mm) (ASTM D5147)
 - 2) Low temperature flexibility -15°F (-26°C): PASS (ASTM D5147)
 - 3) Ultimate Elongation (avg.) 73°F (23°C): 50 (ASTM D5147)
 - 4) High Temperature Stability (min): 250°F (121°C) (ASTM D 5147)
 - 5) Confirmation that the membrane material is a homogenous SBS blend composition without the use of oxidized asphalt as a carrier saturant
 - b. Finish ply
 - 1) Thickness at selvage (coating thickness) (min): 94 mils (2.4 mm) (ASTM D 5147)
 - 2) Low temperature flexibility -15°F (-26°C): PASS (ASTM D 5147)
 - 3) Ultimate Elongation (avg.) 73°F (23°C): 55 (ASTM D5147)
 - 4) High Temperature Stability (min): 250°F (121°C) (ASTM D 5147)
 - 5) Granule Embedment (max loss): 2.0 grams per sample (ASTM D 5147)
 - 6) Confirmation that the membrane material is a homogenous SBS blend composition without the use of oxidized asphalt as a carrier saturant

1.07 RELATED WORK

- A. On masonry surfaces, apply a parge coat to rough concrete block and brick walls prior to the application of the specified bituminous aluminum surfaced flashing sheet.
- B. Apply the specified liquid flashing system on the stone coping cap, terminating at the outer horizontal edge of the coping, and lapping 4 inches onto the top edge of the specified bituminous aluminum- surfaced flashing sheet. Gently score the foil surfacing 4 inches below the top edge of the specified bituminous flashing sheet where it terminates beneath the concrete coping cap, taking care not to cut into the underlying bituminous membrane or carrier mat. Using a torch, heat and remove the foil to expose the top 4 inches of the underlying bituminous membrane to receive the specified liquid resin flashing.

1.08 INFORMATIONAL SUBMITTALS

- A. Qualification Data:
 1. Installer: Submit written confirmation that they have a minimum of 2 years of experience in successfully installing the same or similar roofing materials and be certified in writing by the roofing materials manufacturer to install the primary roofing products.
 2. Manufacturer: Submit written confirmation that the manufacturer of the primary roofing products has been successfully producing the specified types of primary products for not less than 10 years with a consistent composition for a minimum of 5 years.
- B. System Qualification:
 1. Intent to Warrant Letter: Submit a signed letter on the roof membrane manufacturer's letterhead, confirming that specified roofing system complies with the guarantee requirements indicated in Part 1.12 and the criteria indicated in Part 2.2 Roof Membrane Sheet Materials.

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2. Cyclic Fatigue: Submit confirmation that the proposed roof system will pass 500 cycles of ASTM D5849 Resistance to Cyclic Joint Displacement (fatigue) at 14°F (-10°C), and 200 cycles after heat conditioning (performed in accordance with ASTM D5147), showing no signs of membrane cracking or interply delamination.
3. Sample Guarantee: Submit a sample copy of the manufacturer's proposed Guarantee.

1.09 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Submit the manufacturer's care and maintenance guide.
- B. Executed Guarantee: Provide the Owner with an executed version of the specified guarantee.

1.10 QUALITY ASSURANCE

- A. Fire Rating: Submit evidence of exterior fire-test exposure by an approved third-party testing agency in accordance with ASTM E108 or UL 790 guidelines.
 1. Class A

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Storage: Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing manufacturer.
 1. Protect stored liquid material from direct sunlight, heat, open fire, ignition sources, oxidizing agents, strong acids, and strong alkalis.
 2. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protection: Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Comply with the insulation manufacturer's written instructions for handling, storing, and protecting materials during installation.
- D. Handling: Handle and place roofing materials and equipment in a manner to avoid permanent deflection of deck.

1.12 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing to be installed in accordance with manufacturer's written instructions and warranty requirements.
- B. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces throughout this project.
- C. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.
- D. Site Condition: Complete, to the owner's satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction.
- E. Torch Safety: Crew members handling torches shall be trained by an Authorized Certified Roofing Torch Applicator (CERTA) Trainer, be certified according to CERTA torch safety guidelines as published by the National Roofing Contractors Association (NRCA), and follow torch safety practices as required by the contractor's insurance carrier. Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas during roof construction activity, and for the minimum period required by CERTA guidelines after roofing material application has been suspended for the day.

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1.13 GUARANTEE

- A. Manufacturer's Guarantee: Provides that the Manufacturer will repair leaks through the covered roofing materials due to material or workmanship defects, subject to certain exclusions, during the specified time period. Refer to guarantee for complete coverage and restrictions.
 - 1. The Guarantee shall provide coverage for the roofing membrane, base flashings, roof insulation, fasteners, insulation adhesive, and cover panel. The Guarantee shall be non-prorated and contain no deductibles or limitations on coverage amount.
 - 2. Guarantee Period: 20 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing contractor's warranty signed by the Installer, including all components of the roofing and insulation system for the following warranty period:
 - 1. Warranty Period: 2 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer: A roof system by the following manufacturer is approved for application.
 - 1. Siplast, Inc.

2.02 ROOFING MEMBRANE SHEET MATERIALS

- A. Base Ply: An ASTM D6163, Type I, Grade S homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with SBS modified bitumen blend and dusted with a fine silica parting agent on both sides. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen. The base ply shall possess waterproofing capability, such that a phased roof application can be achieved for prolonged periods of time without detriment to the watertight integrity of the entire roof system and possess the following physical/mechanical properties.
 - 1. Paradiene 20 by Siplast, Inc.
- B. Finish Ply: An ASTM D6163, Type I, Grade G homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with SBS modified bitumen blend and dusted with a fine silica parting agent on bottom surface and a coarse mineral-granule top surfacing. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen.
 - 1. Paradiene 30 FR by Siplast, Inc.

2.03 BASE FLASHING SHEET MATERIALS

- A. Flashing Reinforcing Ply and Cant Backer: An ASTM D6163, Type I, Grade S homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with SBS modified bitumen blend with a factory applied polymer modified asphalt self-adhesive on the back surface of the sheet to provide full adhesion to the total surface area of the substrate. The back side of the base ply shall be surfaced with a removable film.
 - 1. Paradiene 20 SA by Siplast, Inc.
- B. Metal-Foil-Surfaced Flashing Sheet: ASTM D6298 homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with the SBS modified bitumen blend, dusted with a fine silica parting agent on bottom surface and having a continuous, channel-embossed aluminum-foil top surface.
 - 1. Veral Aluminum by Siplast, Inc.
- C. Liquid Flashing System: The specified liquid flashing system shall consist of a catalyzed PMMA-based membrane fully reinforced with a non-woven polyester fleece that is installed over a prepared substrate.
 - 1. Parapro 123 Flashing by Siplast, Inc.

2.04 SUBSTITUTE SYSTEMS

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- A. The following substitute roof systems are approved for use in lieu of the specified roof system.
 1. The Garland Co. Cleveland, OH
 - a. Base Ply – Stressply Plus
 - b. Finish Ply - Stressply Plus FR Mineral
 - c. Flashing Sheet - Stressply Plus FR Mineral
 - d. Stripping Ply and Flashing Reinforcing Sheet – Stressply Plus
 - e. Adhesive - Weather King Adhesive
 2. Tremco Beachwood, OH
 - a. Base Ply – POWERply Premium Smooth
 - b. Finish Ply - POWERply Premium FR
 - c. Flashing Sheet - POWERply Premium FR
 - d. Stripping Ply and Flashing Reinforcing Sheet – POWERply Premium Smooth
 - e. Adhesive – POWERply Standard Cold Adhesive
- B. For other substitutions see Section 01 6000-Product Requirements.
 1. Substitutions must be submitted to architect for review at minimum 10 days prior to bid submission deadline.

2.05 PRIMERS

- A. Asphalt Primer: Primer shall meet ASTM D411 criteria.
 1. PA-1125 Asphalt Primer by Siplast, Inc.
- B. Primer for Self-Adhesive Membranes: Primer for self-adhesive membranes shall be a single component, water-based resinous primer formulated to condition masonry, wood, plywood, concrete, asphaltic, and gypsum surfaces to facilitate adhesion of self-adhesive membranes.
 1. TA-119 Primer by Siplast, Inc.

2.06 AUXILIARY ROOFING MATERIALS

- A. Cold-Applied Asphalt Adhesive: An asphalt, solvent blend conforming to ASTM D4479, Type II requirements.
 1. PA-311 R Adhesive by Siplast, Inc.
- B. Sealant: A moisture-curing, self-leveling elastomeric sealant designed for roofing applications.
 1. PS-209 Elastomeric Sealant
- C. Sealant: A moisture-curing, non-slumping elastomeric sealant designed for roofing applications.
 1. PS-715 NS Elastomeric Sealant
- D. Ceramic Granules: No. 11 grade specification ceramic granules of color scheme matching the granule surfacing of the finish ply.

2.07 ROOF INSULATION

- A. General: Insulation shall be approved in writing by the insulation manufacturer for intended use and for use with the specified roof assembly. Install only as much insulation as can be made watertight during the same work day.
- B. Polyisocyanurate Board Insulation (organic paper facer): A closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber reinforced organic facers, and meeting the criteria established by ASTM C1289, Type II, Class 1, Grade 2. Panels shall have a nominal thickness of 2 inches. Acceptable types are as follows:
 1. Paratherm by Siplast, Inc.

2.08 INSULATION COVER PANEL

- A. Gypsum Sheathing Panel: A panel composed of a gypsum based, non-structural water resistant core material integrally bonded with fiberglass mats on both sides having a nominal

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thickness of 1/2 inch. The panel surface shall be factory primed with a non-asphaltic primer. Acceptable types are as follows:

1. DensDeck Prime Gypsum Roof Board, by Georgia Pacific Corporation

2.09 INSULATION ACCESSORIES

- A. Insulation Fasteners: The insulation fasteners shall provide attachment required to meet the specified uplift performance and to restrain the insulation panels against the potential for ridding.
- B. Insulation Fasteners - Wood/Plywood Decks: Insulation mechanical fasteners shall be a fluorocarbon coated screw type roofing fastener having a minimum 0.220 inch thread diameter. Plates used in conjunction with the fastener shall be a metal type having a minimum 3 inch diameter, as supplied by the fastener manufacturer.. The fastener shall conform meet or exceed Factory Mutual Standard 4470 and when subjected to 30 Kesternich cycles, show less than 15 red rust. Acceptable insulation fastener types for wood/plywood decks are listed below.
 1. Parafast Fastener by Siplast, Inc.
- C. Insulation Adhesive: single or dual component low-rise polyurethane foam adhesive designed specifically for the adhesion of roof insulation to substrate, as well as subsequent layers of insulation. Acceptable manufacturers are as follows:
 1. Parafast Insulation Adhesive by Siplast, Inc.
- D. Insulation Cant Strips: A cant strip composed of expanded volcanic minerals combined with waterproofing binders, meeting ASTM C728 criteria. The top surface shall be pre-treated with an asphalt based coating. The face of the cant shall have a nominal 4 inch dimension.
- E. Tapered Edge Strips: A tapered panel composed of expanded volcanic minerals combined with waterproofing binders. The top surface shall be pre-treated with an asphalt based coating. The panels shall have a dimension sufficient to provide for a smooth transition and provide proper support for the membrane layer or subsequent layer of insulation when there are transitions of 1/4 inch or greater.

2.10 WALKWAYS

- A. Walktread: A granule-surfaced polymer modified bitumen sheet material reinforced with a prefabricated, puncture resistant polyester core, having a thickness of 0.217 in (5.5 mm) and a width of 30 inches (76.2 cm).
 1. Paratread by Siplast, Inc.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Substrate Qualification: The installing contractor shall examine all substrates where the specified roofing and flashing system will be applied and confirm their suitability to receive the specified roofing materials.

3.02 PREPARATION

- A. Sweep or vacuum all surfaces, removing all loose aggregate and foreign substances prior to commencement of roofing.
- B. Remove all of the following existing conditions:
 1. Surface gravel
 2. Roof membrane
 3. Insulation
 4. Base flashings
 5. Edge metal
 6. Flanged metal flashings

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7. Cants
 8. Walkways
 9. Nonfunctional penetrations/curbs
 10. Drain assemblies
 11. Vapor retarder
 12. Metal trim, counter flashing
- C. Primer for Self-Adhesive Flashing Reinforcing Ply: Apply the specified tacky primer by roller or spray in an even film. Refer to the manufacturer's literature for the approved rate of application over various substrate types. Allow the primer to dry until it leaves a slightly sticky surface without transfer when touched. Cutting or alteration of the primer is not permitted.
- D. Asphaltic Primer: Prime wood, metal, concrete, and masonry surfaces with a uniform coating of the specified asphalt primer according to the manufacturer's published application rate. Cutting or alteration of the primer is not permitted.

3.03 INSTALLATION OF ROOFING, GENERAL GUIDELINES

- A. Adhesive Application: Apply membrane cold adhesive by roller, squeegee or spray unit in a smooth, even, continuous layer without breaks or voids. Utilize an application rate for each ply as published by the roof membrane manufacturer. Double the adhesive application rate at the end laps of granule surfaced sheets. Where solvent-based adhesive is applied, refer to the manufacturer's inter-ply flashing detail at the locations that are to receive the specified catalyzed acrylic resin primer/flashing system. Cutting or alteration of the adhesive is not permitted.
- B. General Appearance: Ensure that the finished roofing application has an aesthetically pleasing overall appearance and is acceptable to the Owner.

3.04 INSTALLATION OF INSULATION AND COVERBOARD

- A. Install insulation panels with end joints offset with edges in moderate contact in accordance with the insulation manufacturer's requirements. Where insulation is installed in two or more layers, stagger joints between layers. Maintain a maximum panel size of 4 feet by 4 feet for polyisocyanurate / fiberboard insulation applied in insulation adhesive or hot asphalt. Install only as much insulation as can be made watertight within the same work day.
- B. Crickets: Construct crickets of tapered insulation panels in a layout as indicated on the roof plan.
- C. Tapered Edge at Transitions: Field-cut, shape and install tapered edge strip at transitions of 1/4 inch or greater between substrate components to provide a smooth transition and proper support for the subsequent insulation layer or membrane/flashing system components.
- D. Insulation - multiple layer: Mechanically attach both layers of polyisocyanurate simultaneously to the substrate, using the specified fasteners, at a rate of 1 fastener for every 4 square feet of panel area (8 per 4' x 8' panel). Mechanically attach the perimeter of the roof at the rate of 1 fastener per 2 square feet of panel area (16 per 4-foot by 8-foot panel) and the corners at the rate of 1 fastener per 1 square foot of panel area (32 per 4-foot by 8-foot panel). Set the cover panel in an application of the specified insulation adhesive in 3/4- to 1-inch wide beads spaced 12 inches on center through the field of the roof, 8-inch centers at the perimeter, and 6-inch centers in the corners. Panels may be affected by post-growth of the insulation adhesive. Continuous walking in of the panels is recommended particularly in perimeter/corner areas with reduced bead spacing. Follow the requirements and guidelines of the insulation adhesive manufacturer/supplier. Stagger the panel joints between insulation layers.

3.05 APPLICATION OF BITUMINOUS ROOFING MEMBRANE

- A. Apply all layers of roofing with side laps running perpendicular to the direction of the slope. Exert sufficient pressure on the roll during application to ensure prevention of air pockets,

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wrinkles, creases or fishmouths. Refer to the manufacturer's guidelines for maximum sheet lengths and special fastening of the head laps where the roof deck slope exceeds 1/2 inch per foot.

- B. Fully bond the base ply to the prepared substrate, utilizing minimum 3 inch side and end laps. Apply each sheet directly behind the cold adhesive applicator. Apply the adhesive in a full coating, extending completely up to the selvage edge of the adjacent course of roof membrane to be overlapped, taking care to keep the adhesive off of the selvage lap that will be heat welded. Place a straight 2"x6" or larger board adjacent to the modified bitumen sheet overlap to help reduce lifting of the overlapping sheet beyond the selvage area, inhibiting the potential for entrapped air during heat welding. Lay the board such that the welder nozzle does not extend into the overlap beyond the specified lap width. Roll the side laps, head laps, and T-laps of the membrane behind the heat welder. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet.
- C. Fully bond the finish ply to the base ply, utilizing minimum 3 inch side and end laps. Apply each sheet directly behind the cold adhesive applicator. Apply the adhesive in a full coating, extending completely up to the selvage edge of the adjacent course of roof membrane to be overlapped, taking care to keep the adhesive off of the selvage lap that will be heat welded. Place a straight 2"x6" or larger board adjacent to the modified bitumen sheet overlap to help reduce lifting of the overlapping sheet beyond the selvage area, inhibiting the potential for entrapped air during heat welding. Lay the board such that the welder nozzle does not extend into the overlap beyond the specified lap width. Roll the side laps, head laps, and T-laps of the membrane behind the heat welder. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet. Stagger side laps of the finish ply a minimum 12 inches from side laps in the underlying base ply. Stagger end laps of the finish ply a minimum 3 feet from end laps in the underlying base ply.

3.06 APPLICATION OF FLASHING AND STRIPPING

- A. Modified Bitumen Flashing System: Apply the specified base flashing materials in accordance with the manufacturer's standard details. Notify the design team immediately of any flashing heights below 8 inches. For torch applied base flashings, apply a 12-inch self-adhesive cant backing sheet extending 6 inches onto the field of the roof area and a minimum of 6 inches up the vertical surface utilizing minimum 3 inch laps. Set the non-combustible cant into place dry prior to installation of the roof membrane base ply and subsequent flashing system. Flash walls and curbs using the reinforcing sheet and flashing membrane. Exert pressure on the flashing sheet during application to ensure complete contact with the vertical/horizontal surfaces, preventing air pockets. Check and seal all loose laps and edges. Nail the top edge of the flashing on 9 inch centers. (See the manufacturer's schematic for visual interpretation).
- B. Liquid Flashing System: Install the specified liquid-applied flashing system in accordance with the membrane system manufacturer's printed installer's guidelines and other applicable written recommendations as provided by the manufacturer.

3.07 APPLICATION OF SEALANT

- A. Apply a smooth continuous bead of the specified sealant at the exposed finish ply edge transition to metal flashings incorporated into the roof system.

3.08 APPLICATION OF WALKTREAD

- A. Cut the specified walktread into maximum 5 foot lengths and allow to relax until flat. Adhere the sheet using the specified plastic cement. Apply the specified cement in a 3/8 inch thickness to the back of the product in 5 inch by 5 inch spots in accordance with the pattern as supplied by the walktread manufacturer. Walk-in each sheet after application to ensure proper

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Administration Building
Roof Replacement

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STYRENE BUTADIENE
STYRENE MODIFIED
BITUMINOUS MEMBRANE
ROOFING

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adhesion. Use a minimum spacing of 2 inches between sheets to allow for proper drainage.

3.09 FIELD QUALITY CONTROL

- A. Notify the manufacturer of job completion in order to schedule a final inspection date. Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the manufacturer's representative. Complete, sign, and send the punch list form to the manufacturer's headquarters.
- B. Leave all areas around job site free of debris, roofing materials, equipment and related items after completion of job.
- C. Complete all post installation procedures and meet the manufacturer's requirements for issuance of the specified guarantee.

END OF SECTION 07 52 16

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

FAYONC22.00

City of Fayetteville
Administration Building
Roof Replacement

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STYRENE BUTADIENE
STYRENE MODIFIED
BITUMINOUS MEMBRANE
ROOFING

09-19-2023

**SECTION 07 6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2020.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- C. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- D. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- E. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing 2017 (Reapproved 2023).
- F. ASTM D4479/D4479M - Standard Specification for Asphalt Roof Coatings - Asbestos-Free 2007 (Reapproved 2018).
- G. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- H. CDA A4050 - Copper in Architecture - Handbook current edition.
- I. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, material thickness, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 2 by 3 inch in size illustrating metal finish color.
 - 1. Color chart can be submitted preliminary as long as a physical sample is submitted for final approval

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 3 years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Reference roofing specifications for warranty limits and terms that apply. Products or fabrications installed with the roofing system to contain manufacturer's warranty as specified in roofing specification section.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Sheet Metal Flashing and Trim Manufacturers:
 - 1. Petersen Aluminum Corporation: www.pac-clad.com/#sle.
 - 2. Metal Era Inc. www.metalera.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SHEET MATERIALS

- A. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); 0.032 inch thick minimum; plain finish shop pre-coated with fluoropolymer coating.
 - 1. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

2.03 FABRICATION

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Form sections true to shape, accurate in size, square, and free from distortion or defects. Fabricate metal flashing and trim without excessive oil canning, buckling and tool marks, true to line and levels indicated with exposed edges folded back to form hems.
- D. Form pieces in longest possible lengths to a maximum of 15 feet unless specifically approved otherwise by Architect. Treat seams between two different pieces with flat-lock seams at non-moving joints, unless otherwise indicated. At moving seams, use seated, lapped, bayonet type or interlocking hooked seams.
- E. All exposed edges to be folded back with hem of 1/2 inch; miter and seam corners.
- F. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- G. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- H. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joint of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints. Provide for expansion no more than in 40 feet long sections.
- I. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- J. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than the thickness of the metal being secured.

2.04 ACCESSORIES

- A. Fasteners: Aluminum or Stainless Steel, with soft neoprene washers.
- B. Underlayment: ASTM D226/D226M, organic roofing felt, Type I (No. 15).
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Concealed Sealants: Non-curing butyl sealant.
- E. Flexible Flashing: Self-adhered flashing as specified in Section 07 2500.

- F. Sealants: Type as specified in Section 07 9200.
- G. Plastic Cement: ASTM D4586/D4586M, Type I.
- H. Reglets: Recessed Masonry type, galvanized steel; face and ends covered with plastic tape.
 1. Product: Masonry Reglet MA manufactured by Fry Reglet.
 - 2.

2.05 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings in Frame Constructions: Fabricate head, sill and similar flashing to extend beyond openings as indicated. Unless otherwise indicated, form head and sill flashing with 2-inch high end dams.

2.06 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Beam and Column Surrounds: Fabricate as detailed, reinforced as required for a smooth, even appearance without oil-canning or distortions, with tight seams and all exposed edges hemmed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION GENERAL

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted. Install system to comply with FMG or ES-1 system ratings.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Finishes: Touchup all scratches to painted finish in field with paint to match.

3.04 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, an level as indicated. Install work with laps, joints and seams that will be permanently watertight.
- B. Roof Edge Flashing and Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated. Comply with installation requirements of roofing manufacturer regarding spacing of anchors below membrane flashing in field of roof.
 1. Install flexible flashing covering entire substrate beneath coping; not required where roofing material extends beneath coping. Seal perimeters against weather barrier and/or roofing.
 2. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at minimum 8-inch centers.
- C. Pipe or Post Counterflashing: Install counter flashing umbrella with close -fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches of base of flashing. Install stainless steel draw band and tighten.

- D. Counterflashing: Coordinate installation of counter flashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.
 - 1. Secure in a waterproof manner by means of anchor and washer at 36-inch centers.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof.

3.05 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetration moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill and similar flashings to extend beyond wall openings a minimum of 4 inches or as indicated.
- C. Install reglets per manufacturer's recommendations.

3.06 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.07 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

SECTION 07 9200 JOINT SEALANTS

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015 (Reapproved 2022).
- B. ASTM C834 - Standard Specification for Latex Sealants 2017 (Reapproved 2023).
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016 (Reapproved 2023).
- E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2022.
- F. ASTM C1311 - Standard Specification for Solvent Release Sealants 2022.
- G. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2023.
- H. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints 2019 (Reapproved 2020).
- I. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015 (Reapproved 2021).
- J. SCAQMD 1168 - Adhesive and Sealant Applications 1989, with Amendment (2022).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
 - 6. Sample product warranty.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- F. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

1.04 MOCK UP

- A. Provide mock-up of sealant joints in conjunction with wall and air barrier system.
- B. Construct mock-up with specified sealant types and with other components noted.

- C. Locate where directed. Mockup may remain as part of the Work.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.
- D. Field Quality Control Plan:
 - 1. Visual inspection of entire length of sealant joints.
 - 2. Destructive field adhesion testing of sealant joints, except interior acrylic latex sealant.
 - a. For each different sealant and substrate combination, allow for one test every 100 feet in the first 1000 linear feet, and one test per 1000 linear feet thereafter, or once per floor on each elevation.
 - b. If any failures occur in the first 1000 linear feet, continue testing at frequency of one test per 500 linear feet at no extra cost to Owner.
 - 3. Field testing agency's qualifications.
- E. Field Adhesion Test Procedures:
 - 1. Allow sealants to fully cure as recommended by manufacturer before testing.
 - 2. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 - 3. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
 - 4. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
 - 5. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- F. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure
 - 1. Sample: At least 18 inches long.
 - 2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
 - 3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.

1.06 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 - 2. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.
 - 3. Pecora Corporation: www.pecora.com.

4. Sherwin-Williams Company: www.sherwin-williams.com.
 5. Sika Corporation: www.usa-sika.com.
 6. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
1. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 2. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us/#sle.
 3. Pecora Corporation: www.pecora.com.
 4. Sherwin-Williams Company: www.sherwin-williams.com.
 5. Sika Corporation: www.usa-sika.com.
 6. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. Other joints indicated below.
 3. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/ceilings and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing; Type H.
 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing; Type H.
 3. Butt Joints in Exterior Metal Work and Siding: Acrylic Emulsion; Type G.
 4. Joints between concrete panels and between panels of adjacent work:
 5. Joints between masonry and cast stone: Type U with sand.
- C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
 2. Floor Joints in Wet Areas: Non-sag polyurethane "non-traffic-grade" sealant suitable for continuous liquid immersion.
 3. Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
 4. Other Floor Joints: Self-leveling polyurethane "traffic-grade" sealant.
- D. Interior Wet Areas: Bathrooms, restrooms, kitchens, food service areas, and food processing areas; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, and other similar items.

2.03 NONSAG JOINT SEALANTS

- A. Type U-1 - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus 100 percent, minus 50 percent, minimum.
 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 4. Color: Match adjacent finished surfaces.
 5. Cure Type: Single-component, neutral moisture curing.
 6. Service Temperature Range: Minus 20 to 180 degrees F.
 7. Manufacturers:
 - a. Dow Chemical Company; DOWSIL 795 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - b. Pecora Corporation: www.pecora.com.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- B. Type U-2 - Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: Match adjacent finished surfaces.
 4. Cure Type: Single-component, neutral moisture curing.
 5. Service Temperature Range: Minus 65 to 180 degrees F.
 6. Manufacturers:
 - a. Dow Chemical Company; DOWSIL 999-A Building and Glazing Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - b. Pecora Corporation: www.pecora.com.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- C. Type E - Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 1. Color: White.
 2. Manufacturers:
 - a. Pecora Corporation: www.pecora.com.
- D. Type A - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: To be selected by Architect from manufacturer's standard range.
 4. Service Temperature Range: Minus 40 to 180 degrees F.
 5. Manufacturers:
 - a. Pecora Corporation: www.pecora.com.
 - b. Sherwin-Williams Company; Stampede-1/-TX Polyurethane Sealant: www.sherwin-williams.com/#sle.
 - c. BASF Corporation; MasterSeal NP1, One component polyurethane sealant. www.master-builders-solutions.basf.us
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- E. Type J - Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface .
 1. Movement Capability: Plus and minus 35 percent, minimum.
 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: To be selected by Architect from manufacturer's standard range.
 4. Service Temperature Range: Minus 40 to 180 degrees F.
 5. Manufacturers:

- a. Sika Corporation; Sikaflex-1a: www.usa-sika.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- F. Type B - Non-Sag "Traffic-Grade" Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion and traffic without the necessity to recess sealant below traffic surface.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 40 to 50, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: To be selected by Architect from manufacturer's standard range.
- G. Type G - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
 - 1. Color: Standard colors matching finished surfaces, Type OP (opaque).
 - 2. Manufacturers:
 - a. Pecora Corporation: www.pecora.com.
 - b. Sherwin-Williams Company; 850A Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
 - c. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
- H. Type C - Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag; not expected to withstand continuous water immersion or traffic.
 - 1. Hardness Range: 10 to 30, Shore A, when tested in accordance with ASTM C661.
 - 2. Color: To be selected by Architect from manufacturer's standard range.
 - 3. Service Temperature Range: Minus 13 to 180 degrees F.
 - 4. Manufacturers:
 - a. Sherwin-Williams Company; Storm Blaster All Season Sealant: www.sherwin-williams.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- I. Type H - Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, non-sag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.
 - 1. Manufacturers:
 - a. Pecora Corporation; Pecora BA-98 Non-Skinning Butyl Sealant: www.pecora.com/#sle.

2.04 SELF-LEVELING SEALANTS

- A. Type F - Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: Grey.
 - 4. Service Temperature Range: Minus 40 to 180 degrees F.
 - 5. Manufacturers:
 - a. Sherwin-Williams Company; Stampede 1SL Polyurethane Sealant: www.sherwin-williams.com/#sle.
 - b. Sika Corporation; Sikaflex-1c SL: www.usa-sika.com/#sle.
- B. Type P - Semi-Rigid Self-Leveling Polyurea Joint Filler: Two-component, 100 percent solids; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic. Joint filler for areas to receive polished concrete finish. Confirm material with system manufacturer / installer.
 - 1. Durometer Hardness, Type A: 75, minimum, after seven days when tested in accordance with ASTM D2240.
 - 2. Color: To be selected by Architect from manufacturer's standard colors.
 - 3. Joint Width, Maximum: 3/4 inch.

4. Manufacturers:
 - a. ARDEX Engineered Cements; ARDEX ARDISEAL RAPID PLUS: www.ardexamericas.com/#sle.
 - b. Euclid Chemical Company; EUCO QWIKjoint UVR: www.euclidchemical.com/#sle.
 - c. Nox-Crete Inc; DynaFlex JF-85: www.nox-crete.com/#sle.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
 2. Open Cell: 40 to 50 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.
- F. Sand: White or tan sand, selection based on field mockup.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- G. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 FIELD QUALITY CONTROL

- A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Destructive Adhesion Testing: If there are any failures in first 1000 linear feet, notify Architect immediately.
- C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.
- D. Repair destructive test location damage immediately after evaluation and recording of results.

END OF SECTION

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

**SECTION 08 6300
METAL-FRAMED SKYLIGHTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum skylight framing system.
- B. Skylight glazing.
- C. Fasteners, anchors, reinforcement, and flashings.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood support curbs.
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Skylight counterflashing.
- C. Section 07 9200 - Joint Sealants: Sealing joints between skylight frames and adjacent construction.
- D. Section 08 8000 - Glazing.

1.03 REFERENCE STANDARDS

- A. AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems 2015.
- B. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum (Combined Document) 2015.
- C. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2020.
- D. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- E. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- F. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2021.
- G. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015 (Reapproved 2022).
- H. ASTM C793 - Standard Test Method for Effects of Laboratory Accelerated Weathering on Elastomeric Joint Sealants 2023.
- I. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2023.
- J. ASTM C1135 - Standard Test Method for Determining Tensile Adhesion Properties of Structural Sealants 2019.
- K. ASTM C1249 - Standard Guide for Secondary Seal for Sealed Insulating Glass Units for Structural Sealant Glazing Applications 2018 (Reapproved 2023).
- L. ASTM C1401 - Standard Guide for Structural Sealant Glazing 2023.
- M. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference 2014 (Reapproved 2021).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's specifications, standard details, and installation requirements.

- C. Shop Drawings: Indicate framed opening requirements and tolerances, spacing of members, anticipated deflection under load, affected related work, expansion and contraction joint locations and details, and sizes and locations for field welding.
 - 1. Show field measurements on shop drawings.
- D. Samples for Initial Selection: Manufacturer's color charts consisting of sections of units showing the full range of colors available for factory-finished aluminum.
- E. Samples for Verification: Provide color sample of selected finish on 2"x3" aluminum sheet.
- F. Test Reports: Submit results of full-size mock-up testing.
- G. Design Data: Provide framing member structural and physical characteristics and engineering calculations, and identify dimensional limitations.
- H. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- I. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- J. Installer's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Designer Qualifications: Design skylight system under direct supervision of a professional engineer experienced in design of system type specified and licensed in the State of Arkansas.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with not fewer than three years of documented experience.
- C. Installer Qualifications: Company specializing in performing the type of work specified in this section with at least three years of documented experience.
- D. Full-Size Mock-up Testing: Have a specimen representative of project conditions tested by an independent testing agency for compliance with specified structural, air infiltration, water penetration, and thermal criteria.
- E. Verify that each component is appropriate for use in structural sealant glazing (SSG) application in regards to at least the following properties; size, shape, dimensions, material, shelf-life, storage conditions, and color.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Provide wrapping to protect prefinished aluminum surfaces. Do not use adhesive papers or spray coatings that bond when exposed to sunlight or weather.

1.07 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F. Maintain this minimum temperature during and 48 hours after installation.

1.08 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for additional warranty requirements.
- B. Correct defective work, including leaks, discoloration, and excessive thermal or structural movement, within a five year period after Date of Substantial Completion.
- C. Provide ten year manufacturer warranty for insulated glass units from seal failure, interpane dusting or misting, and replacement of same. Include coverage for degradation of color finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal-Framed Skylights:
 - 1. Kingspan Light + Air, LLC; formerly Bristolite Daylighting Systems, Inc; Custom Metal Framed Skylights: www.bristolite.com/#sle.
 - 2. Wasco Skylights - Part of the VELUX Group; Pinnacle 350 system : www.wascoskylights.com/#sle.

3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 METAL-FRAMED SKYLIGHTS

- A. Metal Framed Skylights: Factory-fabricated, and glazed.
 1. Frame: Extruded aluminum structural members with integral condensation collection and guttering system thermally separated from exterior pressure bar.
 2. Glazing System: Pressure glazing bar system for sloped joints and two (2)-sided structural sealant glazing (SSG) for horizontal joints.
 3. Glazing: Insulating glass.
 4. Aluminum Finish: High performance organic coatings.
 5. Fabricate to prevent vibration harmonics, thermal movement transmitted to other building elements, and loosening, weakening, or fracturing of attachments or components of system.

2.03 PERFORMANCE REQUIREMENTS

- A. Provide metal-framed skylights that comply with the following:
 1. Structural Design: Design and size components to withstand dead loads and specified live loads without damage or permanent set.
 2. Wind Loads: Test in accordance with ASTM E330/E330M, using loads 1.5 times the specified design pressures and 10 second duration of maximum load.
 3. Design and size components to withstand the following load requirements without damage or permanent set:
 - a. Roof snow load: ___ lbf/sq ft.
 - b. Positive wind load: ___ lbf/sq ft.
 - c. Negative wind load: ___ lbf/sq ft.
 - d. Concentrated load at any location on framing: 250 lb.
 - e. Measure performance by testing in accordance with ASTM E330, using test pressure equal to 1.5 times the design wind load and 10 second duration of maximum load.
 4. Glazing Support Member Deflection Under Wind Load: 1/180 of span, maximum.
 5. Structural Sealant Glazing (SSG) System: For individual glass lites, design framing members to not exceed a deflection normal to the wall of L/175 between supports with 3/4 inch maximum, and a deflection parallel to the wall of L/360 with 1/8 inch maximum, whichever is less.
 6. Design and fabricate to prevent harmonic vibration, wind whistles, noises caused by thermal movement, thermal movement transmitted to other building elements, loosening, weakening, or fracturing of attachments or components of system.

2.04 MATERIALS

- A. Aluminum Extrusions: Alloy and temper 6063-T5, 6063-T6, or 6061-T6 members complying with ASTM B221 (ASTM B221M), with minimum thickness 1/8 inch for structural members and 1/16 inch for non-structural members.
- B. Internal Reinforcement: ASTM A36/A36M Steel shapes as required for strength and mullion size limitations, hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
- C. Insulating Glass: Sealed insulated units, outer pane of clear transparent, laminated glass; inner pane of clear transparent, laminated glass; space of sealed air, metal edge frame.
- D. Glazing Accessories: As recommended by manufacturer of skylight system.
- E. Structural Sealant Glazing (SSG) Adhesive: Neutral curing, silicone sealant formulated for SSG applications in compliance with ASTM C1184 and structural glazing industry guidelines, ASTM C1401.
 1. SSG adhesive in compliance with ASTM C920; Type M - Multicomponent, Grade NS, Class 50, Use NT, G, and A.
 2. Ultimate Tensile Strength: Minimum of 50 psi as determined by test method ASTM C1135 under the following conditions.
 - a. Exposure to air temperatures of 190 degrees F and minus 20 degrees F.

- b. Water Immersion for seven (7) days, minimum.
 - c. Exposure to weathering for 5,000 hours, minimum.
- 3. Sealant Design Tensile Strength: 20 psi, maximum.
- 4. Hardness: 20 to 60 with Type A-2 durometer in compliance with test method ASTM C661.
- 5. SSG sealant tested for compatibility with glazing accessories in compliance with ASTM C1087, tested for accelerated weathering in compliance with ASTM C793, and in compliance with insulating glass secondary sealant design standards of ASTM C1249.
- 6. Manufacturers:
 - a. Dow Corning Construction; ____: www.dowcorning.com/construction/#sle.
 - b. Tremco Inc; ____: www.tremcosealants.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- F. Weatherseal Sealant: Silicone, with adhesion in compliance with ASTM C794; compatible with glazing accessories.
- G. Touch-Up Primer for Galvanized Steel Surfaces: Zinc rich type.
- H. Fasteners: Non-corrosive type as recommended by skylight manufacturer.
- I. Flashing: Matching finish of skylight frame system components; secure using concealed fastening method, and seal with weather-tight sealant.
 - 1. Aluminum sheet, 20 gage, 0.032 inch minimum thickness.
- J. Anchorage Devices: Type recommended by manufacturer, concealed.

2.05 FABRICATION

- A. Rigidly fit and secure joints and corners with screw and spline; fabricate rigid joints with connections that are flush, hairline, and weatherproof.
- B. Fabricate components to allow for expansion and contraction with minimum clearance and shim spacing around perimeter of assembly.
- C. Drain to exterior any water entering exterior joints, condensation occurring in glazing channels, or migrating moisture occurring within system.
- D. Prepare components to receive concealed anchorage devices, and ensure that fasteners will be concealed upon completion of installation.

2.06 FINISHES

- A. Class I Color Anodized Finish: AAMA 611 AA-M12C22A42 Integrally colored anodic coating not less than 0.7 mils thick; exterior surfaces only.
- B. High Performance Organic Coatings: AAMA 2604; multiple coats, thermally cured fluoropolymer system; interior surfaces only.
- C. Color: To be selected by Architect from manufacturer's standard range.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that structural curb is ready to receive skylight system. Coordinate installation of roofing and other adjacent work to ensure weathertight construction.

3.02 PREPARATION

- A. Apply 1 coat of protective coating to concealed aluminum and steel surfaces in contact with dissimilar materials.
- B. Where aluminum will contact pressure-treated wood, separate dissimilar materials by methods recommended by manufacturer.

3.03 INSTALLATION

- A. Install metal-framed skylights in accordance with manufacturer's instructions.
- B. Set skylight structure plumb, level, and true to line, without warp or rack of frames or glazing panels. Anchor securely in place in accordance with approved shop drawings.

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Metal-Framed Skylights

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- C. Maintain assembly dimensional tolerances, aligning with adjacent work.
- D. Install sill flashings in accordance with Section 07 6200.
- E. Pack fibrous insulation in shim spaces at perimeter of assembly to ensure continuity of thermal barrier.
- F. Install glazing in accordance with Section 08 8000.
- G. Structural Sealant Glazing (SSG) Adhesive: Install structural sealant glazing adhesive and weather-tight sealant in accordance with manufacturer's instructions.
- H. Mask adjacent surfaces, clean joint surfaces, and install backing and field-applied sealants in accordance with requirements of Section 07 9005.
- I. Touch up damaged finishes so repair is imperceptible from 6 feet distance, and remove and replace components that cannot be acceptably touched up.

3.04 TOLERANCES

- A. Maximum Variation from Plumb, Level, or Line: 1/8 inch per 10 feet, or 1/4 inch total in overall dimension.
- B. Alignment of Two Adjoining Members Abutting in Plane: Within 1/32 inches.

3.05 FIELD QUALITY CONTROL

- A. Provide services of metal-framed skylight manufacturer's field representative to observe for proper installation of system and submit report.
- B. Water-Spray Test: Provide water spray quality test of installed metal-framed skylight components in accordance with AAMA 501.2 during construction process and before installation of interior finishes.
 - 1. Perform a minimum of two tests in each designated area as directed by Architect.
- C. Repair or replace metal-framed skylight components that have failed designated field testing, and retest to verify performance complies with specified requirements.

3.06 CLEANING

- A. Upon completion of installation, thoroughly clean skylight aluminum surfaces in accordance with AAMA 609 & 610.
- B. Remove protective material from prefinished aluminum surfaces.
- C. Wash down exposed surfaces; wipe surfaces clean.
- D. Remove excess sealant by methods recommended by skylight manufacturer.

END OF SECTION

SECTION 08 8000 GLAZING

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Insulating glass units.
- B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 08 6300 - Metal-Framed Skylights: Glazing furnished as part of skylights assembly.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test 2015 (Reaffirmed 2020).
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers 2005 (Reapproved 2019).
- E. ASTM C1036 - Standard Specification for Flat Glass 2021.
- F. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.
- G. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass 2019.
- H. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass 2021a.
- I. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials 2022.
- J. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings 2016.
- K. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation 2019.
- L. GANA (GM) - GANA Glazing Manual 2022.
- M. GANA (SM) - GANA Sealant Manual 2008.
- N. GANA (LGRM) - Laminated Glazing Reference Manual 2019.
- O. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- P. IGMA TB-3001 - Guidelines for Sloped Glazing 2001.
- Q. IGMA TM-3000 - North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use 1990 (2016).
- R. ITS (DIR) - Directory of Listed Products Current Edition.
- S. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies 2022.
- T. NFPA 257 - Standard on Fire Test for Window and Glass Block Assemblies 2022.
- U. NFRC 100 - Procedure for Determining Fenestration Product U-factors 2023.
- V. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence 2023.
- W. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems 2023.
- X. UL (DIR) - Online Certifications Directory Current Edition.

- Y. UL 9 - Standard for Fire Tests of Window Assemblies Current Edition, Including All Revisions.
- Z. UL 10B - Standard for Fire Tests of Door Assemblies Current Edition, Including All Revisions.
- AA. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies Current Edition, Including All Revisions.
- BB. UL 263 - Standard for Fire Tests of Building Construction and Materials Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by each of the affected installers.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data on Insulating Glass Unit and Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- D. Samples: Submit one sample 12 by 12 inch in size of glass units.
- E. Certificate: Certify that products of this section meet or exceed specified requirements.
- F. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA (GM), GANA (SM), GANA (LGRM), and IGMA TM-3000 for glazing installation methods. Maintain one copy on site.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years documented experience.

1.07 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.08 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for additional warranty requirements.
- B. Insulating Glass Units: Provide a five (5) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Float Glass Manufacturers:
 1. AGC Glass North America, Inc: www.agcglass.com/#sle.
 2. Guardian Glass, LLC: www.guardianglass.com/#sle.
 3. Pilkington North America Inc: www.pilkington.com/na/#sle.
 4. Vitro Architectural Glass (formerly PPG Glass): www.vitroglazings.com/#sle.
 5. Substitutions: Refer to Section 01 6000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of

glass.

1. Design Pressure: Calculated in accordance with ASCE 7 or no less than as indicated on structural plans for building ultimate wind speed.
 2. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
 3. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/200 of their lengths under specified design load.
 4. Glass thicknesses listed are minimum.
- B. Vapor Retarder and Air Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure vapor retarder and air barrier.
1. In conjunction with vapor retarder and joint sealer materials described in other sections.
 2. To utilize the inner pane of multiple pane insulating glass units for the continuity of the vapor retarder and air barrier seal.
- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
1. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 3. Solar Optical Properties: Comply with NFRC 300 test method.

2.03 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality - Q3.
 2. Kind HS - Heat-Strengthened Type: Complies with ASTM C1048.
 3. Kind FT - Fully Tempered Type: Complies with ASTM C1048.
 4. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.
 5. Tinted Type: ASTM C1036, Class 2 - Tinted, Quality - Q3, with color and performance characteristics as indicated.
 6. Thicknesses: As indicated; provide greater thickness as required for exterior glazing wind load design.
- B. Laminated Glass: Float glass laminated in accordance with ASTM C1172.
1. Laminated Safety Glass: Complies with ANSI Z97.1 - Class B or 16 CFR 1201 - Category I impact test requirements.

2.04 INSULATING GLASS UNITS

- A. Manufacturers:
1. Any of the manufacturers specified for float glass.
 2. Substitutions: Refer to Section 01 6000 - Product Requirements.
- B. Insulating Glass Units: Types as indicated.
1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 2. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
 3. Metal Edge Spacers: Aluminum, bent and soldered corners.
 4. Spacer Color: Black.
 5. Edge Seal:
 - a. Dual-Sealed System: Provide polyisobutylene sealant as primary seal applied between spacer and glass panes, and silicone, polysulfide, or polyurethane sealant as secondary seal applied around perimeter.
 6. Color: Black.

7. Purge interpane space with dry air, hermetically sealed.
- C. Type IG-4 - Insulating Glass Units: Sloped glazing, laminated; IGMA TB-3001.
 1. Applications: Exterior sloped glazing at 15 degrees or more from vertical, unless otherwise indicated.
 2. Space between lites filled with air.
 3. Outboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - b. Coating: Low-E (passive type), on #2 surface.
 4. Laminated Inboard Lite, Inner Pane: Annealed float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 5. Total Thickness: 1 inch.
 6. Thermal Transmittance (U-Value), Summer - Center of Glass: 0.29, nominal.
 7. Visible Light Transmittance (VLT): 54 percent, nominal.
 8. Solar Heat Gain Coefficient (SHGC): 0.28, nominal.

2.05 GLAZING COMPOUNDS

- A. Manufacturers:
 1. BASF Corporation: www.basf.com/#sle.
 2. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 3. Pecora Corporation: www.pecora.com/#sle.
 4. Substitutions: Refer to Section 01 6000 - Product Requirements.

2.06 ACCESSORIES

- A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch long by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness, coiled on release paper, black color.
- D. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.
- E. Glazing Clips: Manufacturer's standard type.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

3.02 PREPARATION

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION, GENERAL

3.04 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building. Follow window assembly manufacturer instructions for placement of glazing.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact. Apply sealant at corners as necessary to ensure gasket has full contact.

3.05 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove non-permanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.06 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION

**SECTION 09 9113
EXTERIOR PAINTING**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Exposed surfaces of steel lintels, ledge angles, and exterior primed or unfinished metals.
 - 2. Mechanical and Electrical:
 - a. On the roof and outdoors, paint equipment that is exposed to weather or to view, including factory-finished materials.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Non-metallic roofing and flashing.
 - 6. Stainless steel, anodized aluminum, bronze, tene coated stainless steel, zinc, and lead.
 - 7. Floors, unless specifically indicated.
 - 8. Ceramic and other types of tiles.
 - 9. Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.
 - 10. Exterior insulation and finish system (EIFS).
 - 11. Glass.
 - 12. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings, U.S. Environmental Protection Agency current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications 2019.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.
- E. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).
- F. SSPC-SP 2 - Hand Tool Cleaning 2018.
- G. SSPC-SP 6 - Commercial Blast Cleaning 2007.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).

3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
1. Where sheen is specified, submit samples in only that sheen.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 6000 - Product Requirements, for additional provisions.
 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 3. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five (5) years experience.
- C. Provide field testing for adhesion per ASTM D4551 for paint applied to steel and galvanized steel surfaces in locations directed by Architect, quantity of 2 locations.

1.05 MOCK-UP

- A. Locate where directed by Architect.
- B. Mock-up may remain as part of the work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 1. Base Manufacturer: Sherwin Williams.
 2. Behr Process Corporation: www.behr.com/#sle.
 3. PPG Paints: www.ppgpaints.com/#sle.
 4. Sherwin-Williams Company: www.sherwin-williams.com/#sle.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- C. Colors: As indicated in Color Schedule.
 - 1. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint WE-OP-3L - Wood, Opaque, Latex, 3 Coat:
 - 1. One coat of latex primer sealer, all side of wood surfaces.
 - 2. On backside of concealed wood trim: One coat of latex primer sealer.
 - 3. Semi-gloss: Two coats of latex enamel.
- B. Paint CE-OP-3L - Masonry/Concrete, Opaque, Latex, 3 Coat:
 - 1. One coat of block filler. Sherwin Williams Loxon Block Surfer A24W200, coordinate requirements with coating manufacturer.
 - 2. Concrete and Masonry Coatings per Section 09 9723.
- C. Paint GE-OP-3L - Exterior Gypsum Board and Exterior Plaster, Opaque, Latex, 3 Coat:
 - 1. One coat of latex primer sealer. Loxon Concrete & Masonry Primer Sealer, A24W8300
 - 2. Flat: Two coats of latex; A-100 Exterior Latex Flat, A6 Series.
- D. Paint ME-OP-3A - Ferrous Metals, Unprimed, Acrylic, 3 Coat:
 - 1. One coat of acrylic primer. Sherwin Williams B66-310 Series
 - 2. Semi-gloss: Two coats of acrylic enamel; Sherwin Williams B66-650 Series.
- E. Paint ME-OP-3B - Ferrous Metals, Unprimed, Acrylic, 2 Coat: Exposed Exterior Structural Steel
 - 1. Touch Up of manufacturer acrylic primer: As recommended by Themec
 - 2. Semi-gloss: Two coats of HDP acrylic enamel; Themec Enduratone Series 1029.
- F. Paint ME-OP-2A - Ferrous Metals, Primed, Acrylic, 2 Coat:
 - 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 - 2. Semi-gloss: Two coats of acrylic enamel; Sherwin Williams B66-650 Series.
- G. Paint MgE-OP-3A - Galvanized Metals, Acrylic, 3 Coat:
 - 1. One coat galvanize primer.
 - 2. Semi-gloss: Two coats of acrylic enamel; Sherwin Williams B66-650 Series.
- H. Paint MgE-OP-3X - Exterior Metal Handrails & Door Frames, Acrylic, 3 Coat:
 - 1. One coat ProCryl Universal Primer B66-310 Series.
 - 2. Semi-gloss: Two coats of DTM acrylic enamel; Sherwin Williams B66-200 Series.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

FAYONC22.00

City of Fayetteville

Administration Building

Roof Replacement

Exterior Painting

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3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Exterior Plaster and Stucco: 12 percent.
 - 2. Fiber Cement Siding: 12 percent.
 - 3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 4. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete:
 - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- G. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by top coat manufacturer.
- H. Fiber Cement Siding: Remove dirt, dust and other foreign matter with a stiff fiber brush. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- I. Exterior Gypsum Board: Fill minor defects with exterior filler compound. Spot prime defects after repair.
- J. Exterior Plaster: Fill hairline cracks, small holes, and imperfections with exterior patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- K. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- L. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP

6 "Commercial Blast Cleaning". Protect from corrosion until coated.

- M. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- N. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- C. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- G. Sand wood and metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- J. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

**SECTION 11 8129
FACILITY FALL PROTECTION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof anchors.

1.02 DEFINITIONS

- A. Anchorage: A secure connecting point or a terminating component of a fall protection system or rescue system capable of safely supporting the impact forces applied by a fall protection system or anchorage subsystem.
- B. Anchorage Connector: A component or subsystem that functions as an interface between the anchorage and a fall protection, work positioning, rope access, or rescue system for the purpose of coupling the system to the anchorage.
- C. Fall Arrest System: A system designed to stop you in the process of a fall, typically including an anchor point or series of anchor points, a safety lanyard or self-retracting lifeline, and a harness.
- D. Fall Restraint System: A system designed to keep you from getting close enough to the fall hazard to fall, typically including an anchor point or series of anchor points, a safety lanyard or self-retracting lifeline, and a harness.
- E. Fall Protection System: System can be either a fall arrest or a fall restraint system.
- F. Lifeline: A component of a fall protection system consisting of a flexible line designed to hang vertically, a vertical lifeline, or connecting to anchorages or anchorage connectors at both ends to span horizontally, a horizontal lifeline.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1910.27 - Scaffolds and Rope Descent Systems Current Edition.
- B. 29 CFR 1910.140 - Personal fall protection systems Current Edition.
- C. 29 CFR 1910.66 - Powered Platforms for Building Maintenance Current Edition.
- D. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- E. 29 CFR 1926.502 - Fall protection systems criteria and practices Current Edition.
- F. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary 2019 (Reapproved 2022).
- G. AISC 360 - Specification for Structural Steel Buildings 2022.
- H. ANSI/ASSP Z359.18 - Safety Requirements for Anchorage Connectors for Active Fall Protection Systems 2017, with Errata (2021).
- I. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- J. ASTM A6/A6M - Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling 2022.
- K. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- L. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2022.
- M. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- N. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2023.
- O. ASTM A276/A276M - Standard Specification for Stainless Steel Bars and Shapes 2023.

- P. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- Q. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2023.
- R. ASTM A780/A780M - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings 2020.
- S. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023b.
- T. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2022.
- U. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2023).
- V. AWS D1.6/D1.6M - Structural Welding Code - Stainless Steel 2017, with Amendment (2021).
- W. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- X. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic) 2019.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate installation of roof anchors with manufacturer to verify installation will result in a warrantable building envelope.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Material, equipment, and fixture lists. Manufacturer's catalog data indicating the sizes, descriptions, capacities, test certifications, and other descriptive data showing in sufficient detail that product complies with contract requirements. Equipment and performance data including but not limited to lifeline anchors, safety tieback anchors, and lifeline cable.
- C. Shop Drawings: Installation details: plan showing locations and types of anchorage points for personal fall protection systems and building maintenance equipment.
 - 1. Detail mounting, securing, and flashing of roof-mounted items to roof structure. Indicate coordinating requirements with roof membrane system.
 - 2. Indicate anchorage details and quantity, diameter, and depth of penetration of anchors.
- D. Delegated Design Documents: Drawings and calculations sealed by Designer for fall protection system, indicating compliance with performance requirements and design criteria.
- E. Manufacturer's qualification statement.
- F. Designer's qualification statement.
- G. Installer's qualification statement.
- H. Testing agency's qualification statement.

1.06 QUALITY ASSURANCE

- A. Designer Qualifications: Perform design under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Arkansas.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with at least five years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of type specified in this section.

1.07 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS for additional warranty requirements.
- B. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 ROOF ANCHORS

- A. Manufacturers:
 - 1. Guardian Fall Protection; _____: www.guardianfall.com/#sle.
 - 2. Pro-Bel Enterprises Ltd; _____: www.pro-bel.ca/#sle.
 - 3. Summit Anchor Company; _____: www.summitanchor.com/#sle.
 - 4. Tractel; _____: www.tractel.com/us/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Application:
 - 1. OSHA and ANSI one person PPE anchor.
- C. Description:
 - 1. Roof anchorage points for personal fall protection systems; used exclusively for employee fall protection and independent of any anchorage used to suspend employees or platforms on which employees work.
- D. Structural Performance: Provide safety tieback anchors capable of withstanding design loads as required by governing regulations and codes.
- E. Design Criteria: Fall protection anchors.
 - 1. Comply with 29 CFR 1910.140 and 29 CFR 1926.502 for personal fall protection systems and anchorage.
 - 2. Comply with 29 CFR 1926, Subpart M-Fall Protection.
 - 3. Comply with ANSI/ASSP Z359.18 test requirements for static strength, dynamic strength, residual strength, serviceability, and corrosion of anchorage.
- F. Anchors:
 - 1. Type: Vertical foam-filled steel pier and baseplate with forged stainless steel loop.
 - a. Loop Diameter: 1-3/8 inch.
 - b. Pier:
 - 1) Height: 42 inches.
 - 2) Diameter: 3-inch OD.
 - 3) Wall Thickness: Schedule 40.
 - 4) Material: Hot-dip galvanized steel pipe.
 - 5) Foam: Polyurethane. ASTM E84 Class I.
 - c. Flat baseplate, factory-welded.
 - 1) Size: 10 inches square.
 - 2) Thickness: 3/8 inch.
 - 3) Material: Hot-dip galvanized steel.
 - 4) Bolt Holes: 52, 5/8-inch and 9/16-inch ID holes.
 - 5) Drain Hole: 1-inch ID hole.
- G. Anchor Installation:
 - 1. Type: Through-bolted.
 - 2. Anchor Substrate: Wood decking.
 - 3. Roofing Material: As indicated on drawings.
 - 4. Flashing Material: Premolded pipe flashing, membrane flashing, or sealant acceptable to roof manufacturer.

2.02 MATERIALS - STEEL

- A. Structural Steel Sections: ASTM A36/A36M.

- B. Steel Plates, Shapes, and Bars: ASTM A6/A6M or ASTM A283/A283M.
- C. Steel Pipe: ASTM A53/A53M Grade B Schedule 40, galvanized finish.
- D. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- E. Steel Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, and galvanized in accordance with ASTM A153/A153M where connecting galvanized hardware components.
- F. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.03 MATERIALS - STAINLESS STEEL

- A. Stainless Steel, General: ASTM A666, Type 304.
- B. Stainless Steel Bars, Shapes and Moldings: ASTM A276/A276M, Type 304.
- C. Welding Materials: AWS D1.6/D1.6M; type required for materials being welded.

2.04 FABRICATION

- A. Fabricate work true to dimension, square, plumb, level, and free from distortion or defects detrimental to appearance and performance.
- B. Grind off surplus welding material and ensure exposed internal corners have smooth lines.
- C. Fabricate system components of the same material unless otherwise indicated.
- D. Fabricate anchoring devices as recommended by the manufacturer to provide adequate support for intended use.
- E. Fabricate joints in a manner to discourage water accumulation. Provide weep holes to drain all water that could accumulate in the exposed joints.

2.05 FINISHES

- A. Galvanizing: Hot-dip galvanize to minimum requirements of ASTM A123/A123M.
 - 1. Touch up abraded areas after fabrication using specified touch-up primer for galvanized surfaces.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine area for compliance with requirements for installation tolerances and other conditions related to this work.
- B. Proceed with installation after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Coordinate location of fall protection equipment indicated to be attached to structural substrate or surface of roofing system and provide anchoring devices with templates, diagrams, and installation instructions.

3.03 INSTALLATION

- A. Install anchorage and fasteners in accordance with shop drawings and manufacturer's recommendations to obtain allowable working loads published in product literature and in accordance with this specification.
- B. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous coating or by other permanent separation as recommended by fall protection system manufacturer.
- C. Do not load or stress anchors until all materials and fasteners are properly installed and ready for service.
- D. Seal roof penetrations at anchors with pre-molded pipe flashing, membrane flashing, or sealant acceptable to roof manufacturer.

3.04 FIELD QUALITY CONTROL

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 City of Fayetteville
 Administration Building
 Roof Replacement

Facility Fall Protection

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- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Load test anchors under the direct supervision of a licensed engineer in accordance with ACI CODE-318, AISC 360, ASCE 7, ICC (IBC), 29 CFR 1910.27, 29 CFR 1910.66, and _____ requirements.
- C. Inspect each anchor for conformance to manufacturer requirements, building envelope, looseness, and signs of permanent deflection during load testing.

3.05 ADJUSTING

- A. Adjust fall protection components to function smoothly and safely.

3.06 CLEANING

- A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing in accordance with ASTM A780/A780M.
- C. Clean exposed surfaces in accordance with fall protection system manufacturer's written instructions.

3.07 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS for closeout submittals.
- B. Demonstrate proper operation of roof safety anchors to Owner's designated representative.

END OF SECTION

Bid 23-42, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, October 19, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-42, Construction – City Hall Roof Replacement

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. A non-mandatory Pre-Bid meeting was held in Room #111 of Fayetteville City Hall on Thursday, October 12, 2023 at 3:00 PM. The sign-in sheet of attendees is also attached for disclosure to all interested parties.

- a. Attendees:

- i. City of Fayetteville:

1. Amanda Beilfuss, Sr. Purchasing Agent
 2. Kenny Fitch, Purchasing Agent
 3. Quin Thompson, Facilities and Building Maintenance Manager
 4. Ben Cruce, Architect – WER Architects

- ii. Vendors:

1. AMS
 2. Arkansas Roofing Kompany
 3. Crampton Co.
 4. Joplin Roofing
 5. Ketcher Roofing
 6. M2 Roofing
 7. Milestone Construction
 8. RBT Roofing
 9. Siplast

2. Questions: The following questions have been received and answered by the corresponding department:

- a. Question: The City stated they would provide parking, staging areas, material laydown, and dumpsters. Along with staging area being provided by the City, are dumpsters going to be provided at no cost to the Contractor as well?

- i. Answer: Dumpsters will be provided by the City of Fayetteville at no cost.

- b. Question: Is a stair tower allowed for roof access? If so, can the stair tower be anchored to the building?
- i. Answer: A stair tower will be allowed. Anchors and anchor location shall be approved by the City of Fayetteville prior to erection of the stair tower.
- c. Question: What is the estimated budget for this project?
- i. Answer: While we don't have the estimated budget, the anticipated project range is \$450,000 - \$625,000.
- d. Question: Regarding the Parapet Flashings along the Concrete parapet wall, Detail 11 on page A1.05 of the Drawings states that the Counterflashing is to be 8" minimum above the roof. The Step-In design of the wall makes this impossible in some areas, so not all counterflashing's are going to be 8" above the roof. With this in mind, is this going to be acceptable?
- i. Answer: Yes, in locations where there is not 8" between the finished roof surface. The underside of the existing parapet cap; the counterflashing will need to be set tight to underside of parapet cap.
- e. Question: Are the plastic bird spikes along the concrete parapet wall to be replaced with new plastic spikes or are these to be removed and reinstalled?
- i. Answer: Plastic bird spikes will need to be removed and replaced with stainless steel bird spikes. Product, BirdBarrier 8"Dura-Spike, stainless steel bird spikes or equal.
<https://birdbarrier.com/product-category/default-category/dura-spike/>
- f. Question: Is the current roof system tapered? Or is the slope within the deck?
- i. Answer: Slope is built into the deck. No tapered insulation required except at equipment for crickets.
- g. Question: Does the Contractor need to conduct a survey, or will an asbestos report be provided by the City?
- i. Answer: Asbestos report will be provided by the City of Fayetteville.
- h. Question: Is Interior Protection required for this project?
- i. Answer: Yes, protection of the interior is required where construction activities will affect the interior of the building.
- i. Question: There is some metal coping cap on the top of the concrete parapet on the raised platform. Does the City want this replaced?
- i. Answer: The intent is for metal coping cap to be removed and the new liquid applied flashing to take its place. This is one area we will have to see what the existing conditions are once the cap is removed to determine if the design intent is applicable.

- j. Question: The gas lines that run across the roof are currently on wood blocking. Does the City want new pipe supports for these gas lines?
- i. Answer: Yes, see note #4 on sheet A1.02
- k. Question: What is the height of the building?
- i. Answer: Roughly 80 feet (approximately 14 foot from floor to ceiling on each floor)
- l. Question: With the completion timeline being so small, will time be allowed for manufacturing of the skylight?
- i. Answer: Once contract is approved by City Council; a Notice of Award will be issued allowing the Contractor to prepare for the Skylight. Once construction is ready to begin, a Notice to Proceed will be issued and completion time will commence.
- m. Question: When the existing skylight is removed, will the Contractor be responsible for the sheet rock aligned with it?
- i. Answer: No, the sheetrock will be the responsibility of the City. Skylight removal shall be coordinated with City staff.
- n. Question: Since removal and installation of the skylight will require City Hall to be closed, will work hours be flexible from what is listed in the Bid Form?
- i. Answer: Work hours may include after hours and weekends. Hours shall be approved by the City of Fayetteville.
- o. Question: The specified products that aren't Siplast are the top of the line products, and the Siplast products are the run of the mill normal products. Is there a specific reason behind doing this?
- i. Answer: These are only preapproved alternates. Substitutions are welcomed and encouraged. Please submit substitution request for alternate systems you feel to be equal for review
- p. Question: On page 54, Part 1.03 "Telecommunications Services", Sub-part A states "Provide, maintain, and pay for telecommunications services to field office at time of project mobilization." Is this required?
- i. Answer: No, a job office will not be required for this product.
- q. Question: Is this project use Prevailing Wage Rates? If so, will the owner provide the prevailing wage rates document?
- i. Answer: No, this project does not require the use of Prevailing Wage Rates.
- r. Question: Will the City be covering Sani-Cans for this project?
- i. Answer: City of Fayetteville will not provide portable toilets.

s. Question: Is the Contractor allowed to load the roof with materials while still on pallets?

i. Answer: *That is to be determined, based on pallet sizes/weights and structural capability of the roof framing system.*

3. Substitutions Requests: Please see the approved substitution requests attached to this addendum.

- a. Apollo Industries Skylight – Approved
- b. Elevate SBS Roofing System – Approved
- c. Tremco SBS Roofing System - Approved

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement -
City Issued Bid



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 23-42

Description: City Hall Roof Replacement

Function (circle one) : Bid Opening, Selection Committee Meeting (Pre-Bid) Interview

Date: 10 / 12 / 2023

Time: 3:00pm

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Amanda Beilfuss	COF	Sr. Purch. Agent	575-8220	abeilfuss@
2	KENNY FITCH	COF	PURCH AGENT	575-8258	kfitch@
3	Benjamin Jameson	Ketcher Roofing	Project Manager	501-572-5210	geno@ketcherandco.ca
4	Bryan Hodge	Crampton Co.	G.P.	593-717-3647	bhodge@CRSEMO.com
5	Zach Taylor	Siplast	Sales Mgr.	501-940-9225	zach.taylor@siplast.com
6	Carson Bell	Siplast	Sales	731-203-4373	carson.bell@southcentralsales.com
7	Richard Dutton	Joplin Roofing	Project Manager	417-310-0255	richarddutton69@yahoo.
8	Justin Bailey	MZ Roofing	Branch manager	(479) 900-1615	jbailey@mzroofing.com
9	Keith Baithrop	RBT Roofing	Estimator	940-550-5231	keith@rbtroofing.com
10	Jessica Moore	Arkansas Roofing Company	Project Manager	910-214-3691	jessicamoore.ark@gmail.com
11	JASON EDWARDS	ARKANSAS ROOFING COMPANY	PROJECT MANAGER	501-514-0921	jasonedwards.ark@gmail.com
12	Kenneth Cassady	AMS	MEMBER	479-790-4579	kassady@absolutemasonrysolutions.net
13	Erin Metcalf	Milestone Construction	PM	479-951-3195	emetcalf@ms-tmc.com
14	Lance Norisworthy	Milestone Construct	Manager	479-225-0781	lnorisworthy@ms-tmc.com
15	BETH CRUE	WER	ARCHITECT	479-966-4477	BCRUE@WETARCH-LLC.COM
16	Quin Thompson	COF	Facilities Manager	575-8346	qthompson@
17					
18					
19					
20					

** All Bid Openings are also streamed live on the City of Fayetteville's YouTube Channel.

SECTION 00 6325
SUBSTITUTION REQUEST FORM

(PRE-BID) SEND TO:
AMANDA BEILFUSS
SR. PURCHASING AGENT
CITY OF FAYETTEVILLE
113 W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701
PHONE: 479-575-8220

(POST-BID) SEND TO:
BEN CRUCE
PROJECT ARCHITECT
WER ARCHITECTS
112 W. CENTER STREET, SUITE 410
FAYETTEVILLE, AR 72701
PHONE: 479-966-4477

SECTION: 08 63 00 PARAGRAPH: 2.01 SPECIFIED ITEM: Metal Framed Skylight by Kingspan

PROPOSED SUBSTITUTE: Metal Framed Skylight by Apollo Industries

ATTACH, COMPLETE DESCRIPTION, DESIGNATION, CATALOG OR MODEL NUMBER, SPEC DATA SHEET, AND OTHER TECHNICAL DATA, INCLUDING LABORATORY TESTS IF APPLICABLE.

ANSWER THE FOLLOWING QUESTIONS:

WILL SUBSTITUTION AFFECT DIMENSIONS INDICATED ON DRAWINGS? IS THE SIZE DIFFERENT PHYSICAL SIZE?

NO

WILL SUBSTITUTION AFFECT WIRING, PIPING, DUCTWORK, ETC. INDICATED ON DRAWINGS? THIS INCLUDES LOWER OR HIGHER ELECTRICAL LOAD AND/OR VOLTAGE, DIFFERENT BTU HEAT LOAD AND/OR OR VENTING, REQUIRED CLEARANCES, ETC.

NO

WHAT AFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES?

NO

LIST ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM:

Manufacturer change with proprietary framing with equal performance. Appearance similar and details attached

IF NECESSARY, WILL THE UNDERSIGNED PAY FOR ARCHITECTS/ENGINEER'S COSTS, REQUIRED TO REVISE WORKING DRAWINGS, THAT ARE CAUSED BY SUBSTITUTION?

None needed

MANUFACTURER'S WARRANTY OF PROPOSED ITEMS ARE ☒ SAME ☐ DIFFERENT

PROPOSED COST SAVINGS USING SUBSTITUTION PRODUCT: _____

REVIEW COMMENTS:

☒ APPROVED

☐ APPROVED AS NOTED (SEE ATTACHED EXPLANATION)

☐ NOT APPROVED / REJECTED

☐ REJECTED / RECEIVED TOO LATE / NOT REVIEWED

REMARKS: _____ REVIEWED BY: Ben Cruce

FAYONC22.00
City of Fayetteville
Administration Building
Roof Replacement

00 6325 - 1

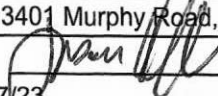
Substitution Request Form

09-19-2023

SUBMITTED BY:

FIRM: H & H Skylight Fabricators, LLC.

ADDRESS: 13401 Murphy Road, Suite A, Stafford, Texas 77441

SIGNATURE: 

DATE: 10/17/23

PHONE/EMAIL: 832-672-3919 - sales@hhs skylights.com

END OF SECTION

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

FAYONC22.00
City of Fayetteville
Administration Building
Roof Replacement

00 6325 - 2

Substitution Request Form

09-19-2023



HELIOS SERIES

METAL FRAMED SKYLIGHTS



APOLLO
INDUSTRIES

ABOUT APOLLO INDUSTRIES

Apollo Industries combines decades of experience in the skylight industry to design one of the nation's best sloped glazing systems around. We started from humble beginnings repairing skylights from some of the largest manufactures around. Through this experience, we learned the good and the bad of skylight designs and used that knowledge since designing our first system over 30 years ago. We constantly strive to approve ourselves in every aspect and the proof is in the thousands of skylights we have manufactured across the country. The decades of experience and hard work culminate in our HELIOS SKYLIGHT systems.

While many manufactures focus on limited styles or glazing options, the Helios System is designed to use the widest selection of options on the market to allow our clients the greatest flexibility, without sacrificing creativity or quality.

Visit our website for design information, details, specifications, and additional project information.

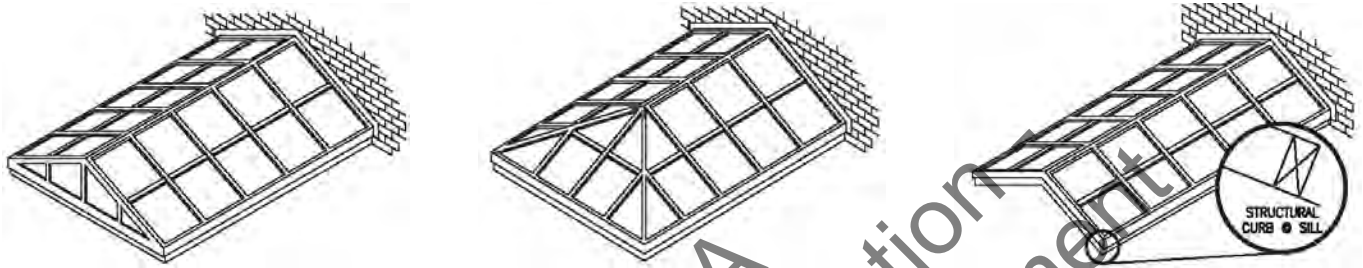
GLAZING OPTIONS

Monolithic Acrylic
Monolithic Polycarbonate
Multi-wall Acrylic
Multi-wall Polycarbonate
Fiberglass Sandwich Panels
Insulating Laminated Glass

FINISH OPTIONS

Standard Mill
Anodized
Powder Coat
Fluoropolymer Paint

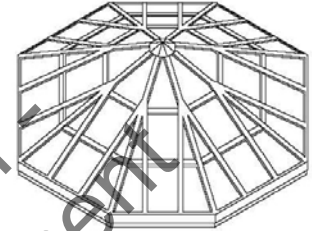
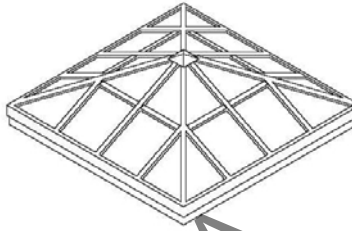
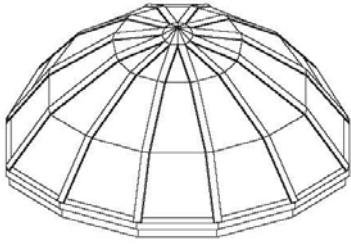
RIDGE SKYLIGHTS



HELIOS SERIES



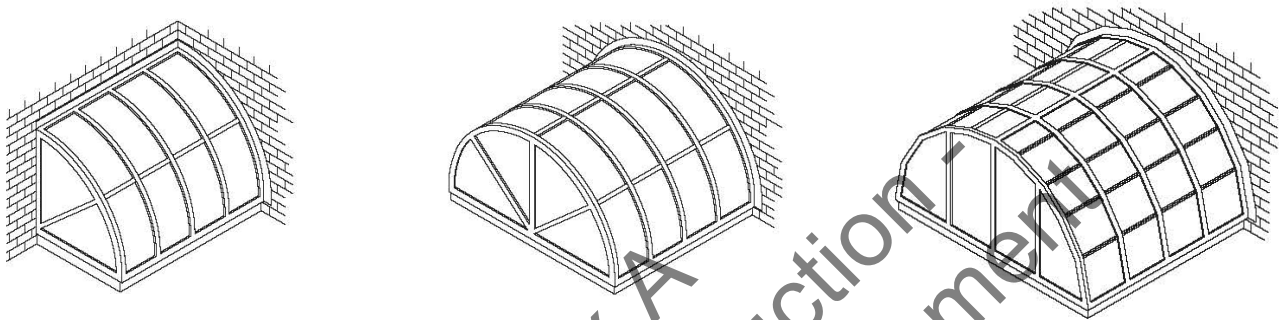
POLYGONAL SKYLIGHTS



HELIOS SERIES



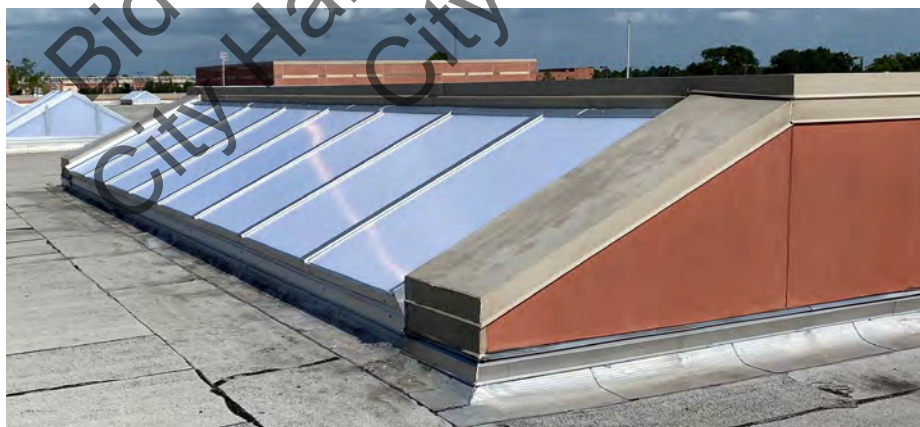
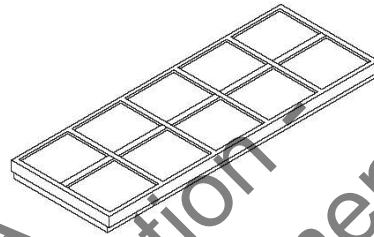
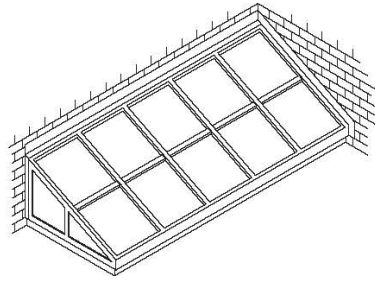
BARREL VOLT SKYLIGHTS



HELIOS SERIES



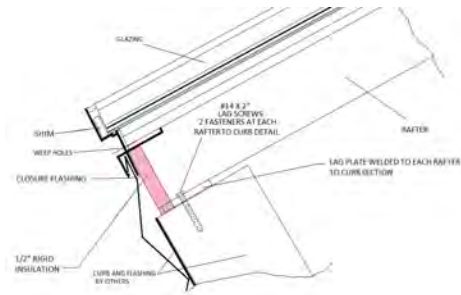
SINGLE SLOPE + LEAN-TO SKYLIGHTS



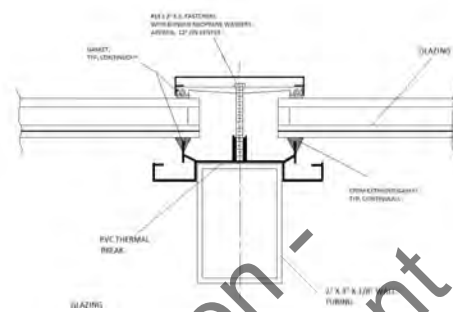
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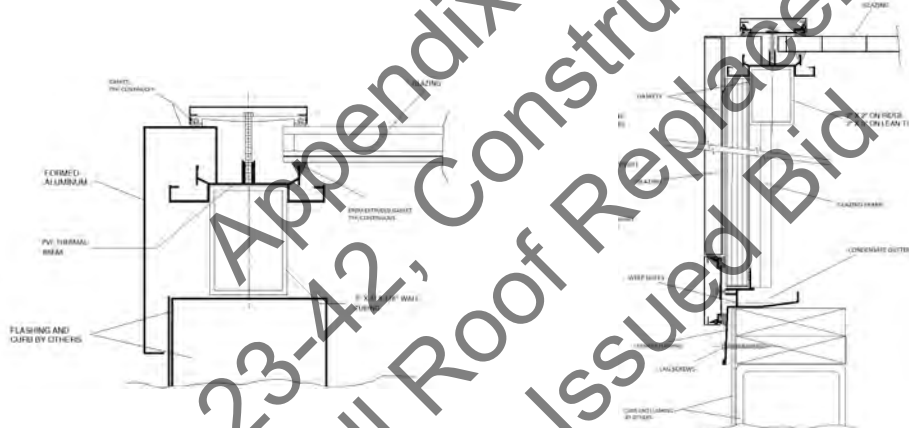
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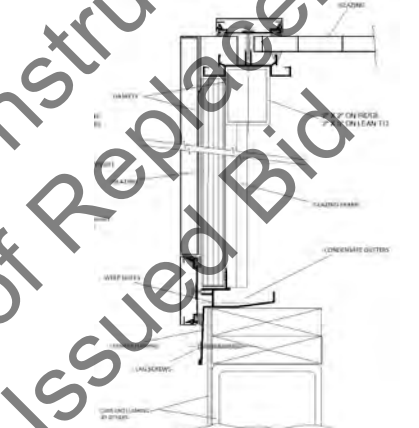
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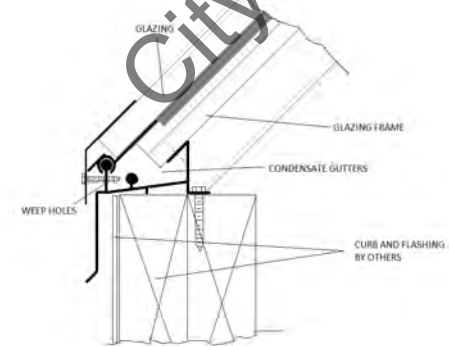
RAFTER SECTION



END SECTION



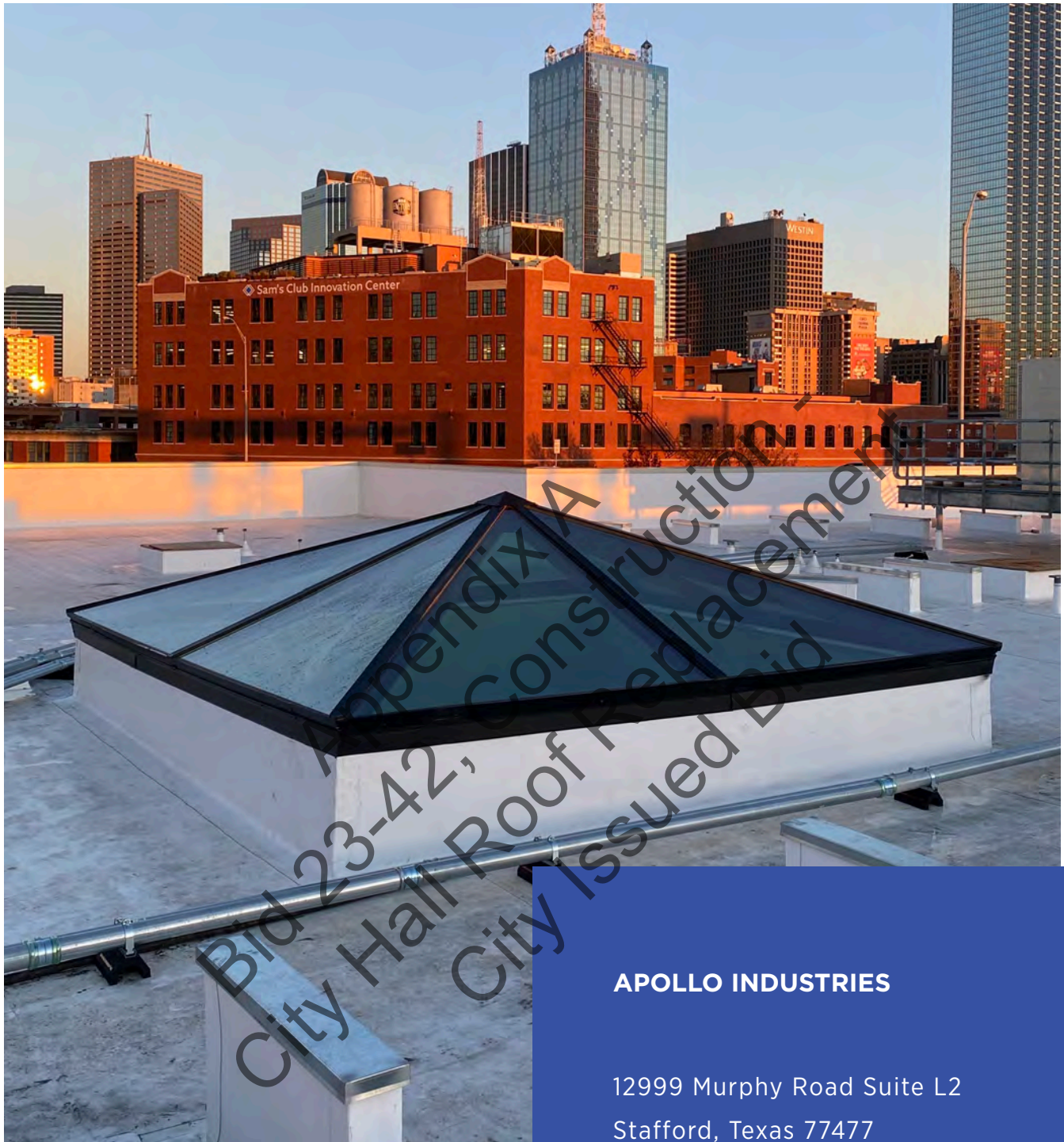
VERTICAL END SECTION



VAULT: SILL SECTION

HELIOS SERIES





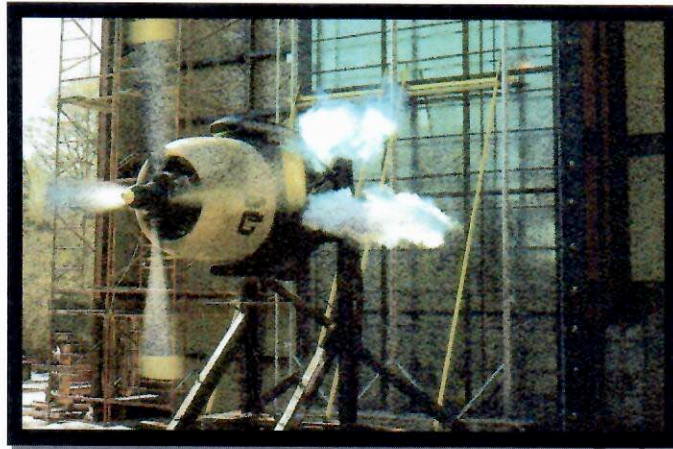
APOLLO INDUSTRIES

12999 Murphy Road Suite L2
Stafford, Texas 77477

Toll Free: 877-LIGHT24
Houston: 832-672-3919
sales@apolloskylights.com
www.apolloskylights.com



CONSTRUCTION CONSULTING LABORATORY



Testing Methods and Standards AAMA 501-15 Test Report

Product/Type: Aluminum Curb Mounted Glass Glazed Skylight
Series Model: Apollo Industries Helios Skylight

Report: CCL 22-087

Test Completion: May 16, 2022

Apollo Industries Series Helios Metal Framed Skylight was shop constructed and glazed by Apollo Industries and installed by Lab staff at Construction Consulting laboratory (CCL) in Carrollton, Texas. The specimen was tested in accordance with the AAMA 501-15 'Methods of Test for Exterior Walls and achieved the results noted in the table below.

Product Type	Aluminum Helios Skylight/ Sloped Glazed Unit, Product Drawings, Appendix A		
Series Model	Helios Metal Framed Skylight	Design: +/-85.0 Psf	Ft²
Mock Up Size	Overall Width: 12'-8 1/4" (152.25")	Length: 8'-3 1/4" (99.25")	104.94
Configuration	3-bays wide		
Glazing	1/4" x 0.90" PVB x 1/4" Laminated Glass		
Glass DLO	3'-9 1/2" (45.50") x 7'-10 1/2" (94.50")	DLO Ft²	29.86
Tested Slope	3/12		
Test	Test Type	Pressure / Load / Dimension	Results
1	ASTM E 330: Preload / Uniform Load	+42.5 Psf 50% Test	No Damage
2	ASTM E 283: Air Infiltration / Static Pressure	6.24 Psf – Pos	< 0.06 Cfm/Ft ²
3	ASTM E 331: Water Resistance / Static Pressure	15.0 Psf	No Water
4	ASTM E 330: Uniform Deflection/Uniform Load	+/-42.5 & +/-85.0 Psf [30 seconds]	No Damage
5	Repeat Air Infiltration Static Pressure	6.24 Psf – Pos	< 0.06 Cfm/Ft ²
6	Repeat Water Resistance / Static Pressure	15.0 Psf	No Water
7	Structural Proof Load / Structural Uniform Load	+/- 127.5 Psf [30 seconds]	No Damage
The test specimen passed all tests listed above with no glass breakage or permanent deformation to the vertical or horizontal framing members.			



TABLE OF CONTENTS

1. PROJECT DATA	1
2. PROJECT SUMMARY	1
3. MOCK-UP DESCRIPTION	1
4. TEST EQUIPMENT	1
5. TEST PROCEDURES / TEST ALLOWABLE	2
6. MOCK UP DESCRIPTION	3
7. TEST RESULTS	4
8. DISCLAIMER	4

APPENDIXES

APPENDIX A: HELIOS SKYLIGHT/ SLOPE GLAZED TEST DRAWINGS

This report is not complete unless these drawings are stamped by CCL as illustrated below:

Sheet	Detail	Sheet	Stamped as Illustrated
1	Plan / Elevation	1	Construction Consulting Laboratory 1601 Luna Road Carrollton, Texas 75006 (972) 242-0556
2	Horizontal Vertical Section	2	
3	Pressure Plate	3	
4	Frame Member	4	
5	Exterior gasket	5	
6	Interior Knife Gasket	6	

APPENDIX B: PHOTOGRAPHS

1. PROJECT DATA

1.1. REPORT ISSUED

Apollo Industries

Stafford, Texas

832 672 3919

1.2. TEST LABORATORY AND LOCATION

Construction Consulting Laboratory (CCL)

Carrollton, Texas

972-242-0556

2. PROJECT SUMMARY

2.1. Project: AAMA 501 Laboratory Mock-Up Performance Testing

2.2. Product Type: Aluminum Skylight

2.3. Series/Model: Helios Metal Framed Glass Skylight

2.4. **Compliance Statement:** Results obtained are tested values and were secured by using the designated test methods in accordance with the requirements and methods noted in AAMA 501-15.

2.5. Test Completion: May 16, 2022

2.6. **Test Sample Source:** The specimen was installed by CCL. Reports, drawings, and project photographs will be retained by CCL for a minimum period of four (4) years from the test completion date.

2.7. **Drawing Reference:** The appended specimen drawings have been reviewed by CCL and are representative of the tested specimen.

2.8. Observers:

Witnessed By	Representative (All or Partial Viewing)		
Apollo Industries	Garry Humble		
CCL	Edsson Alarcon	Juvenal Azua	Weslev Wilson

3. TEST SPECIFICATIONS / METHODS

➤ **AAMA 501-15** “Methods of test for Exterior Walls”

- **ASTM E 283-12 Air Infiltration:** "Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen".
- **ASTM E 331-16 Static Water Penetration Resistance:** "Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference".
- **ASTM E 330-14 Uniform Load Deflection and Proof Loading:** "Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference".

4. TEST EQUIPMENT

- 4.1. Test chamber consisted of 4" x 4" and 2" x 4" stud reinforced 3/4" thick plywood at the floors and walls and a double nominal 2" x 10" rim to provide support and sealing of the System curb. The chamber can be adjusted to meet clients request for slope and is accessible through a single bulkhead door.
- 4.2. Pressure differentials created with reversible pumps for positive/negative loading.
- 4.3. Chamber pressure differentials measured with manometers.
- 4.4. Air infiltration measured with a Meriam laminar flow element and inclined and digital manometers.
- 4.5. Water applied to the specimen from a spray rack equipped with swirl-type nozzles spaced two feet on center in vertical and horizontal directions, which under controlled pressure delivered a minimum of five gallons per square foot per hour on the specimen.
- 4.6. Structural deflections and permanent set values measured with Celesco string potentiometers.



5. TEST PROCEDURES / TEST ALLOWABLE

- 5.1. **Uniform Load Pre-Load per ASTM E 330:** Per project specs, there shall be no system failure and deflection of aluminum members at 50% of the Positive and Negative design load.

Procedure: Preload the at 42.5 Psf and maintain load for 30 seconds.

- 5.2. **Air Infiltration per ASTM E 283:** The total amount of air infiltration shall not exceed .06 Cfm/ Ft² based on the specimen overall size. 12'-8 1/4" wide by 8'-3 1/4" long = 104.94 Ft² x 0.06 CFM = 6.29 CFM - Allowed

Infiltration Procedure: The specimen shall be covered with 2-mil plastic sheet material and sealed with spray adhesive and duct tape to the chamber perimeter, thus allowing no movement of air through the specimen. The specimen shall be subjected to a positive pressure differential of 6.24 Psf to obtain a leakage rate for the test chamber. The plastic bag shall be removed, and the chamber pressurized to a positive 6.24 Psf to measure total air infiltration. The chamber infiltration shall be subtracted from the total air infiltration resulting in the infiltration rate of the test specimen, **Photo 1**.

- 5.3. **Static Water Penetration per ASTM E 331:** There shall be no water penetration during or at the conclusion of this test.

Procedure: Water shall be applied to the specimen at a minimum rate of 5 Gph/Ft², in such a way as to completely cover the exterior face of the specimen. Simultaneously, a specified positive static pressure of 15.0 Psf shall be applied for a minimum period of fifteen (15) minutes, **Photo 2**.

- 5.4. **Design Load Deflections per ASTM E 330:** Per project specs, there shall be no system failure and deflection of aluminum members at 100% of design load and shall not exceed the following:

Procedure: Preload the specimen 50% of the positive or negative DP. Once set, the indicators shall be set to zero. Positive and or negative loading, a pressure equal to 50% and then 100% of the DP shall be applied and maintained for 10 seconds per load. Between loads deflection shall be recorded.

TEST SPECIMEN DESIGN CRITERIA: +/- 85.0 Psf / 30- second load duration	
Rafter Span (L/175): 96.0" /175:	Allowable = 0.548" (inches)

- 5.5. **Repeat Air Infiltration** per ASTM E 283 at a Positive 6.24 Psf static test pressure

- 5.6. **Repeat Static Water Penetration** per ASTM E 331 at the specified pressure for a minimum duration of 15 minutes.

- 5.7. **Proof Load Residual** per ASTM E 330, there shall be no permanent deformation of the aluminum members that exceed 0.02% of span at 150% of design load.

Procedure: The specimen shall be preloaded to 50% of the positive or negative DP. Once set, the indicators shall be set to zero. Positive and or Negative loading, a pressure equal to 150% of the DP shall be applied and maintained for 10 seconds, pressure released, and permanent sets recorded.

TEST SPECIMEN PROOF LOAD / +/-127.5 Psf	
Rafter Span (L)/500: 96" / 500	Allowable = 0.192 (inches)



6. MOCK-UP DESCRIPTION

Product Type	Aluminum Helios Skylight, Product Drawings, Appendix A		
Series Model	Helios Metal Framed Skylight	Design: +/-85.0 Psf	Ft ²
Test Method	AAMA 501-15 "Methods of Test for Exterior Walls"		
Mock Up Size	Overall Width: 12'-8 1/4" (152.25")	Length: 8'-3 1/4" (99.25")	104.94
Configuration	3-bays wide		
Glazing	1 3/8" Sealed Laminated Insulating Glass		
Glass DLO	3'-9 1/2" (45.50") x 7'-10 1/2" (94.50")	DLO Ft ²	29.86
Tested Slope	12/3		

WEEP ARRANGEMENT: Internal condensate gutters at head, jambs and rafters control water into the sill gutter which weeps to the exterior through a 3/16" weep hole in-line to rafter.

GLASS: 1/4" x 0.90" PVB x 1/4" Laminated Glass.

GLASS GLAZING: Glass lites are exterior set and capture glazed using aluminum pressure plates and EPDM gaskets, preset glazing at interior and preset retainer at exterior pressure plates. Pressure plate secured to the framing members with #14 x 1 1/2" hex washer head, rubber gasketed screws spaced on 6" centers at the jambs, head (up slope) and rafters. Glass is sealed to the frame at sill (down slope) with a heal bed of GE SilPruf SCS-2000 structural silicone. Once glazed, the pressure plates are covered with an aluminum face cap and wet sealed with GE SilPruf SCS-2000 to glass and frame members

PERIMETER SEALANT: Aluminum coping sealed to frame perimeter and curb with GE SilPruf SCS-2000 silicone. Coping is anchored to curb full perimeter with 5/16 x 1" hex head screws spaced approximately 2" from each end and on 24" centers.

INTERNAL SEALANT: Frame set into a bed of GE SilPruf SCS-2000 silicone applied to the jamb and rafter structural tubing. Cross section of condensate gutters sealed with GE SilPruf SCS-2000 silicone.

REINFORCEMENT: Aluminum Tube 2" x 2" x 0.125" thick at frame jambs and head (up slope). Aluminum Tube 2" x 6" x 0.188" thick at rafters. Aluminum channel 2" x 3" x 0.125" thick below frame sill (down slope) attached to curb with 5/16 x 1" hex head Tek screws. Rafters attached to curb using 2" x 3" x 0.125" thick aluminum angle set at each side and secured to curb and rafter with four (4) 5/16 x 1" hex head Tek screws per angle, two (2) per substrate.

ANCHORAGE: Frame members attached to curb and rafter support tubes with #14 x 1 1/2" hex washer head, rubber gasketed screws set in pairs and spaced 6" from each end and on 12" centers.



7. TEST RESULTS

METHOD	TITLE OF TEST						TEST PRESSURE			MEASURED			ALLOWED
ASTM E 330	Uniform Pre-Load						Positive 42.50 Psf			No Damage			No Damage
ASTM E 283	Air Infiltration						Positive 6.24 Psf			0.02 Cfm/ft ²			0.06 Cfm/ft ²
ASTM E 331	Water Resistance ^{N1}						Positive 15.0 Psf			No Leakage			No Leakage
ASTM E 330	Uniform Load Deflection ^{N2}						Pos/Neg 85.0 Psf			No Damage			No Damage
50% and 100% Positive / Negative 85.0 Psf DP (30-Second Duration All Loads)													
	+42.5 Psf			+85.0 Psf			-42.5 Psf			-85.0 Psf			Allowed
Ind.	Total	Set	Net	Total	Set	Net	Total	Set	Net	Total	Set	Net	
1	0.06	0.01		0.17	0.05		0.10	0.05		0.18	0.06		
2	0.32	0.01	.245	0.67	0.03	.500	0.35	0.04	.265	0.68	0.04	.520	.548
3	0.09	0.00		0.17	0.00		0.07	0.01		0.14	0.01		
ASTM E 283 Air Infiltration Positive 6.24 Psf 0.02 Cfm/ft ² 0.06 Cfm/ft ²													
ASTM E 331 Water Resistance ^{N1} Positive 15.0 Psf No Leakage No Leakage													
ASTM E 330 Uniform Proof Load ^{N2} Pos/Neg 127.5 Psf No Damage No Damage													
150% Positive / Negative 127.50 Psf DP (30-Second Duration All Loads)													
	+85.0 Psf			+127.50 Psf			-85.0 Psf			-127.50 Psf			Allowed
Ind.	Total	Set	Net	Total	Set	Net	Total	Set	Net	Total	Set	Net	
1	0.17	0.05		0.25	0.05		0.18	0.06		0.22	0.05		
2	0.67	0.03	.01	0.95	0.08	.045	0.68	0.04	.01	0.90	0.08	.035	.192
3	0.17	0.00		0.20	0.02		0.14	0.01		0.20	0.04		
Note 1: Water resistance testing was performed with the specimen set to a 3 on 12 slope.													
Note 2: Plastic sheeting was not used to achieve the noted uniform test loads.													

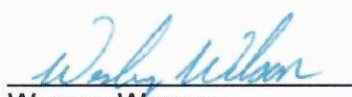
8. DISCLAIMER

The performance results were achieved by using the designated test methods. This report does not constitute certification of this product or product line.

Respectfully submitted,

CONSTRUCTION CONSULTING LABORATORY


EDSSON ALARCON
TESTING MANAGER
Signed Electronically


WESLEY WILSON
LABORATORY MANAGER
Signed Electronically



APPENDIX A

Sheet	Detail	Sheet	Stamped as Illustrated
1	Plan / Elevation	1	Construction Consulting Laboratory 1601 Luna Road Carrollton, Texas 75006 (972) 242-0556
2	Horizontal Vertical Section	2	
3	Pressure Plate	3	
4	Frame Member	4	
5	Exterior gasket	5	
6	Interior Knife Gasket	6	

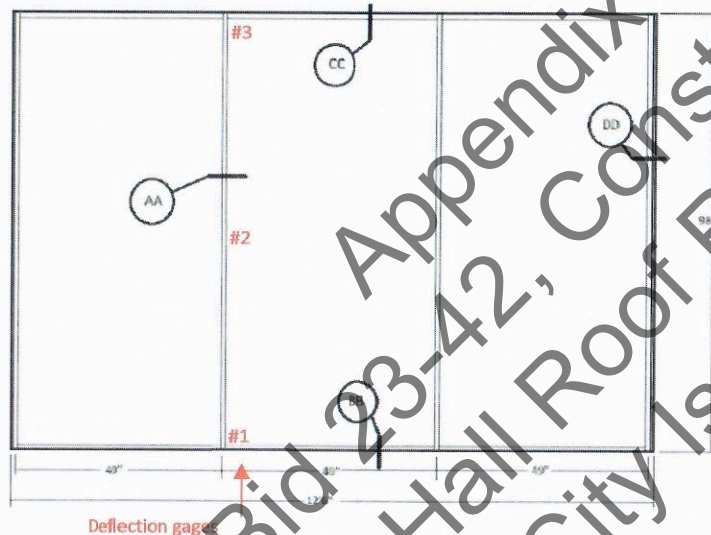
Appendix A
Bid 23-42, Construction
City Hall Roof Replacement
City Issued Bid



CONSTRUCTION CONSULTING LABORATORY
AAMA 501-15 [AWS] PERFORMANCE TESTING
CLIENT: APOLLO INDUSTRIES

REPORT: CCL 22-087
DATE: JUNE 3, 2022
PROJECT: HELIOS SKYLIGHT

Construction Consulting Laboratory
1601 Luna Road
Carrollton, Texas 75006
(972) 242-0556



SPECIFICATIONS:

ALUMINUM: TO BE 6063-T5 EXTENDED ALUMINUM.
GLAZING FRAME TO BE MIN. 0.078 WALLS
STRUCTURAL TUBES TO HAVE MIN. 1/8" WALLS
FORMED FLASHINGS TO BE 0.040

GLAZING: TO BE LAMINATED GLASS PANELS
1/4" THICK, 1/4" HEAT STRENGTHENED WITH
PVB INTERLAYER

FINISH:

GASKETS: TO BE EPDM EXTRUDED GASKETS, TYPICAL
CONTINUOUS, BLACK IN COLOR

SEALANTS: TO BE "G.E. SILPRUF"

FASTENERS: TO BE STAINLESS STEEL FASTENERS
WITH BONDED NITOPRENE WASHERS.
STRUCTURAL FASTENERS TO BE CADMIUM
COATED SCREWS.

DESIGN LOADS:

H & H SKYLIGHT FABRICATORS, LLC. 13401-A MURPHY RD. STAFFORD, TX 77477		
CUSTOMER:	GLASS SKYLIGHT TESTING	
ARCHITECT:		
JOB:		
DATE:	SCALE: NOT TO SCALE	DRAWN BY:

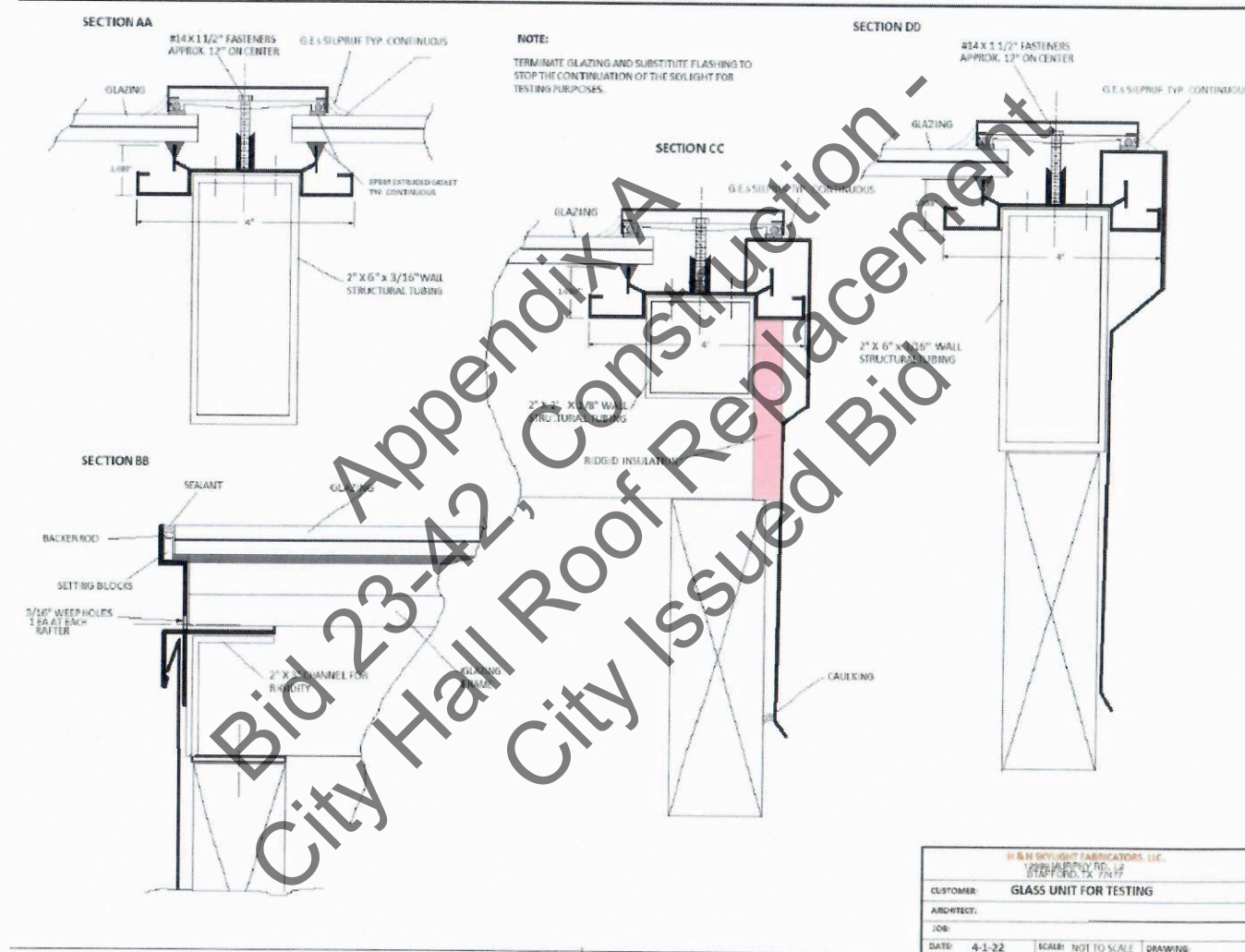
CONSTRUCTION CONSULTING LABORATORY
-SINCE 1974-



CONSTRUCTION CONSULTING LABORATORY
AAMA 501-15 [AWS] PERFORMANCE TESTING
CLIENT: APOLLO INDUSTRIES

REPORT: CCL 22-087
DATE: JUNE 3, 2022
PROJECT: HELIOS SKYLIGHT

Construction Consulting Laboratory
1601 Luna Road
Carrollton, Texas 75006
(972) 242-0556



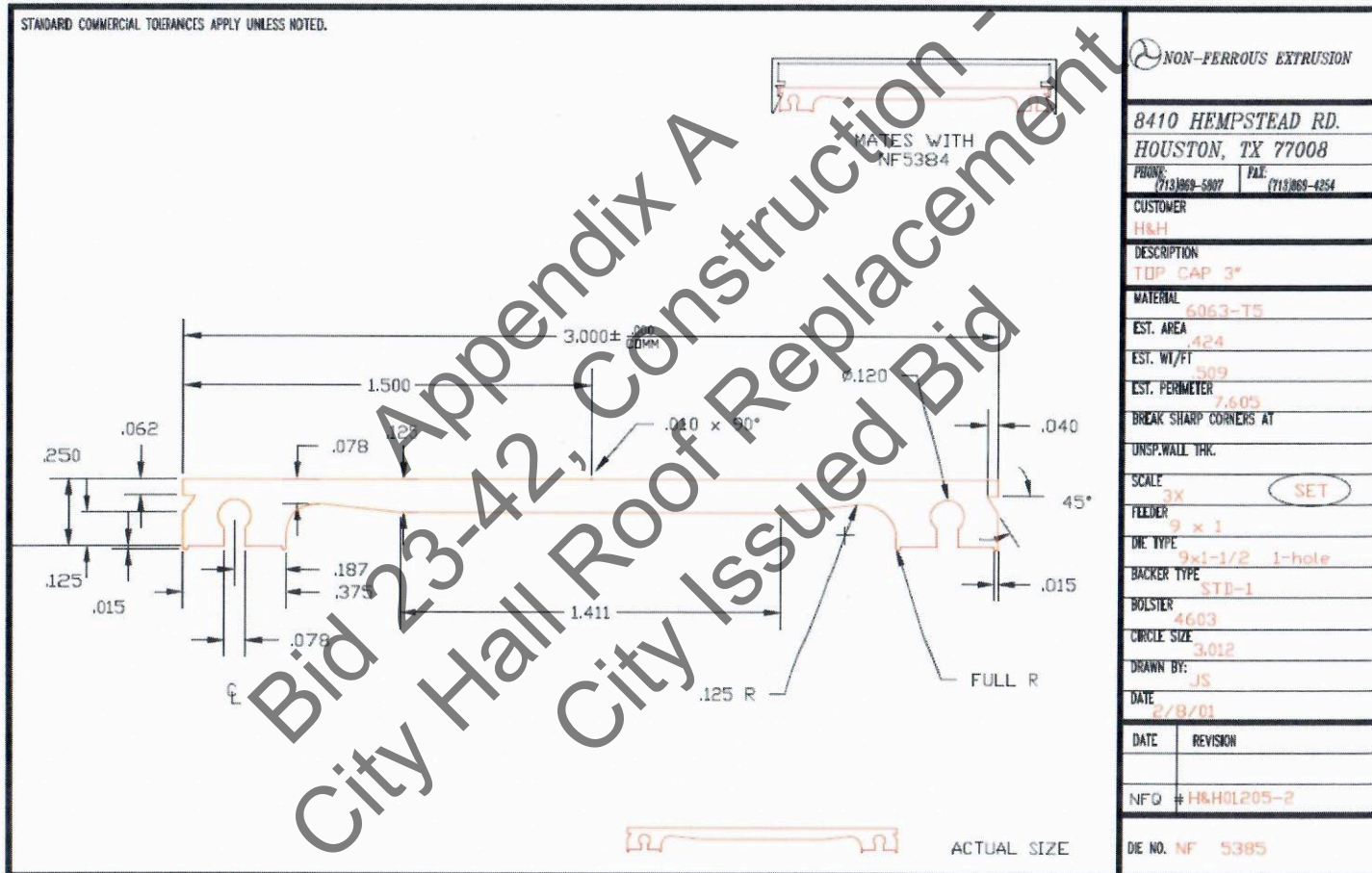
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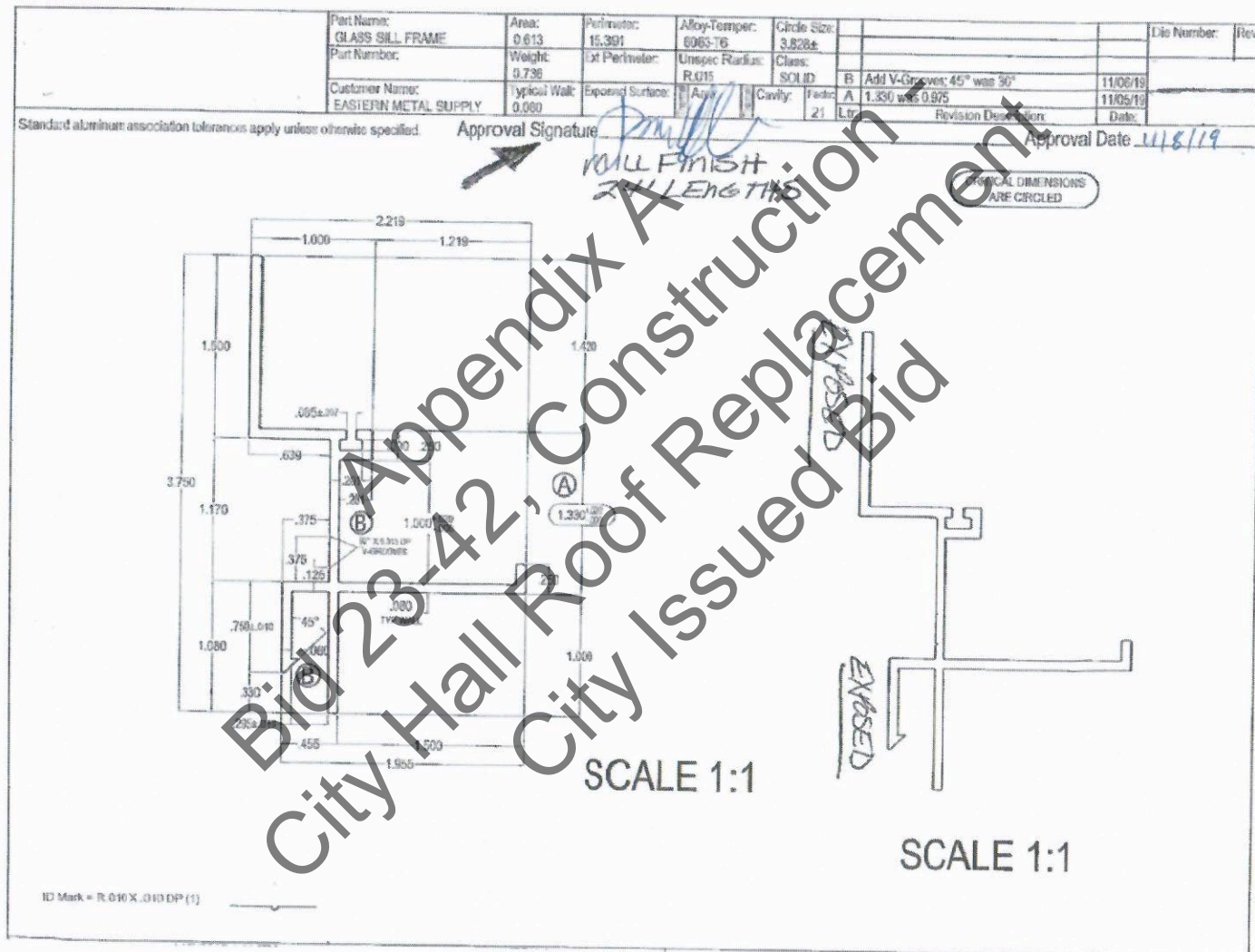
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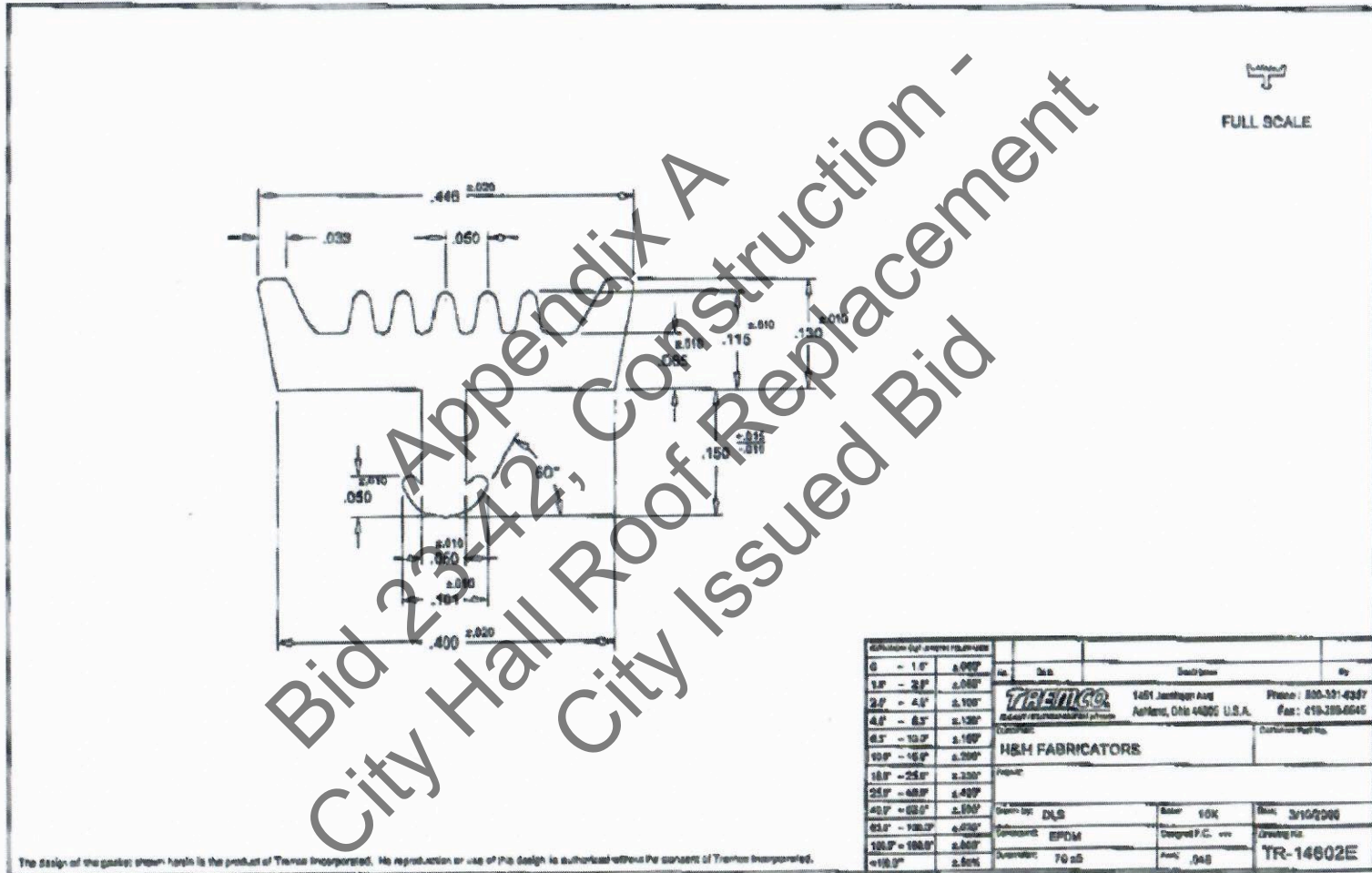
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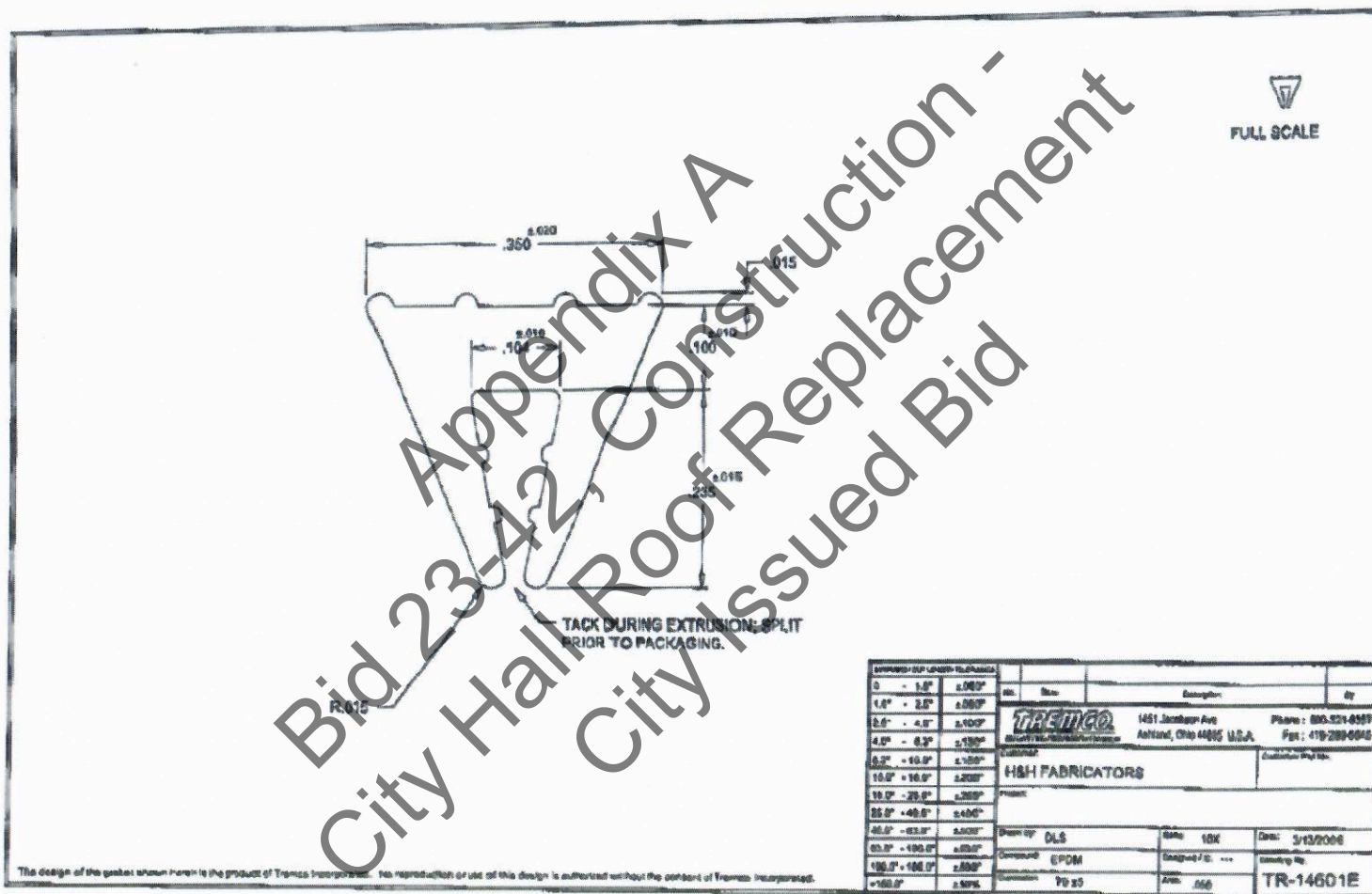
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-SINCE 1974-



CONSTRUCTION CONSULTING LABORATORY
 AAMA 501-15 [AWS] PERFORMANCE TESTING
 CLIENT: APOLLO INDUSTRIES

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 PROJECT: HELIOS SKYLIGHT

Construction Consulting Laboratory
 1601 Luna Road
 Carrollton, Texas 75006
 (972) 242-0556



CONSTRUCTION CONSULTING LABORATORY
 -SINCE 1974-



APPENDIX B

PHOTOGRAPHS

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid



Photograph 1

Air Infiltration per ASTM E 283: The total amount of air infiltration shall not exceed .06 Cfm/ Ft² based on the specimen overall size. 12'-8 1/4" wide by 8'-3 1/4" long = 104.94 Ft² x 0.06 CFM = 6.29 CFM - Allowed

Infiltration Procedure: The specimen shall be covered with 2-mil plastic sheet material and sealed with spray adhesive and duct tape to the chamber perimeter, thus allowing no movement of air through the specimen. The specimen shall be subjected to a positive pressure differential of 6.24 Psf to obtain a leakage rate for the test chamber. The plastic bag shall be removed, and the chamber pressurized to a positive 6.24 Psf to measure total air infiltration. The chamber infiltration shall be subtracted from the total air infiltration resulting in the infiltration rate of the test specimen.



Photograph 2

Static Water Penetration per ASTM E 331: There shall be no water penetration during or at the conclusion of this test.

Procedure: Water shall be applied to the specimen at a minimum rate of 5 Gph/Ft², in such a way as to completely cover the exterior face of the specimen. Simultaneously, a specified positive static pressure of 15.0 Psf shall be applied for a minimum period of fifteen (15) minutes

-END OF REPORT-

CONSTRUCTION CONSULTING LABORATORY
-SINCE 1974-

SECTION 00 6325
SUBSTITUTION REQUEST FORM

(PRE-BID) SEND TO:
AMANDA BEILFUSS
SR. PURCHASING AGENT
CITY OF FAYETTEVILLE
113 W. MOUNTIAN STREET
FAYETTEVILLE, AR 72701
PHONE: 479-575-8220

(POST-BID) SEND TO:
BEN CRUCE
PROJECT ARCHITECT
WER ARCHITECTS
112 W. CENTER STREET, SUITE 410
FAYETTEVILLE, AR 72701
PHONE: 479-966-4477

SECTION: 07 5216 PARAGRAPH: 2.01 SPECIFIED ITEM: Roofing Manufacturer
PROPOSED SUBSTITUTE: Elevate (formerly Firestone) SBS Roofing

ATTACH, COMPLETE DESCRIPTION, DESIGNATION, CATALOG OR MODEL NUMBER, SPEC DATA SHEET, AND OTHER TECHNICAL DATA, INCLUDING LABORATORY TESTS IF APPLICABLE.

ANSWER THE FOLLOWING QUESTIONS:

WILL SUBSTITUTION AFFECT DIMENSIONS INDICATED ON DRAWINGS? IS THE SIZE DIFFERENT PHYSICAL SIZE?

NO

WILL SUBSTITUTION AFFECT WIRING, PIPING, DUCTWORK, ETC. INDICATED ON DRAWINGS? THIS INCLUDES LOWER OR HIGHER ELECTRICAL LOAD AND/OR VOLTAGE; DIFFERENT BTU HEAT LOAD AND/OR OR VENTING; REQUIRED CLEARANCES, ETC.

NO

WHAT AFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES?

N/A

LIST ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM:

Elevate meets or exceeds the project specifications.

IF NECESSARY, WILL THE UNDERSIGNED PAY FOR ARCHITECTS/ENGINEER'S COSTS, REQUIRED TO REVISE WORKING DRAWINGS, THAT ARE CAUSED BY SUBSTITUTION?

NO

MANUFACTURER'S WARRANTY OF PROPOSED ITEMS ARE ☒ SAME ☐ DIFFERENT

PROPOSED COST SAVINGS USING SUBSTITUTION PRODUCT: _____

REVIEW COMMENTS:

☒ APPROVED

☐ APPROVED AS NOTED (SEE ATTACHED EXPLANATION)

☐ NOT APPROVED / REJECTED

☐ REJECTED / RECEIVED TOO LATE / NOT REVIEWED

REMARKS: _____ REVIEWED BY: Ben Cruce

SUBMITTED BY:

FIRM: Milestone Construction company

ADDRESS: 2002 S 48th Street Springdale, AR

SIGNATURE: 

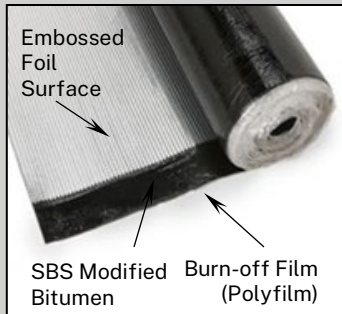
DATE: 10/18/2023

PHONE/EMAIL: 479-957-3195

END OF SECTION

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

Technical Information Sheet



SBS Metal Flash - AL

Item Description	Item Number
1 Roll (1 Square)	W71RACALCL

Product Packaging

Property	Value	Property	Value
Roll Width	3 ft 3 in (1 m)	Pallet Size	48 x 39 in (1.2 x 1 m)
Roll Length	33 ft 6 in (10.2 m)	Rolls Per Pallet	20
Net Coverage	100 ft ² (9.3 m ²)	Weight per Pallet	1,990 lb (905 kg)
Roll Weight	97 lb (44 kg)		

NOTE: Meets or exceeds performance requirements of ASTM D 6298

Method of Application

1. SBS Metal Flash-AL membrane may be installed by fully heat welding the membrane to an appropriate vertical substrate, or by fully adhering it with All-Purpose MB Flashing Cement.
2. Do not apply to horizontal surfaces.
3. Please reference the Elevate Asphalt Roofing Systems Guide for Applicators and Designers available on our website for detailed information regarding the application of SBS Metal Flash-AL.

Acceptable Immediate Substrates for Heat-Welded Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer).
- Approved Elevate base sheet.
- Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth and primed with ASTM D-41 primer).
- DensDeck® Prime, SECUROCK® Gypsum Fiber.

NOTE: Please reference the Elevate Asphalt Roofing Systems Guide for Applicators and Designers available on our website for detailed information regarding the type of deck and insulation in use.

Acceptable Immediate Substrates for Flashing Cement Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer) application.
- Approved Elevate base sheet
- Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth and primed with ASTM D-41 primer).
- DensDeck or SECUROCK Gypsum Fiber (primed with ASTM D-41 Asphalt Primer).
- DensDeck Prime (no primer required).
- Plywood (no primer required).

NOTE: It is not necessary to burn off or remove the polypropylene film prior to installing SBS Metal Flash-AL in flashing cement.

Storage

- All material should be stored out of the weather in a clean, dry area in its original unopened packaging at a minimum of 50 °F (10 °C) and a maximum of 100 °F (38 °C) so that it will be 60 °F (16 °C) or above at the time of application.
- Do not stack SBS Metal Flash-AL membrane more than two (2) pallets high.
- If the material must be stored temporarily on the roof before application, it must be elevated from the roof surface on a pallet, stored on end, and covered from the weather with a light colored opaque tarp in a neat, safe manner that does not exceed the allowable load limit of the storage area.

Precautions

- Take care when transporting and handling Modified Bitumen rolls to avoid punctures and other types of physical damage.
- Isolate waste products, petroleum products, grease, oil (mineral and vegetable) and animal fats from all Modified Bitumen membranes.
- Refer to Safety Data Sheets (SDS) for additional safety information.

LEED® Information

Post-Consumer Recycled Content: 0 %
 Post Industrial Recycled Content: 0 %
 Manufacturing Location: Puerto Rico



NOTE: LEED® is a registered trademark of the U.S. Green Building Council.

Typical Properties			
Properties	Test Method	Performance Minimum	Typical Performance
Product Thickness	D 5147	134 mil (3.4 mm)	150 mil (3.8 mm)
Net Mass	D 146	80 lb/100 ft ² (3,906 g/m ²)	97 lb/100 ft ² (4,736 g/m ²)
Bottom Side Coating	D 5147	40 mil (1.0 mm)	63 mil (1.6 mm)
Peak Load at 0 °F (-18 °C)	D 5147	160 lbf/in, MD (28 kN/m, MD) 160 lbf/in, XMD (28 kN/m, XMD)	160 lbf/in, MD (28 kN/m, MD) 160 lbf/in, XMD (28 kN/m, XMD)
Elongation at Peak Load at 0 °F (-18 °C)	D 5147	3 %, MD 3 %, XMD	3.5 %, MD 3.5 %, XMD
Peak Load at 73 °F (23 °C)	D 5147	85 lbf/in, MD (14.9 kN/m, MD) 85 lbf/in, XMD (14.9 kN/m, XMD)	100 lbf/in, MD (17.5 kN/m, MD) 100 lbf/in, XMD (17.5 kN/m, XMD)
Elongation at Peak Load at 73 °F (23 °C)	D 5147	5 %, MD 5 %, XMD	5 %, MD 5 %, XMD
Ultimate Elongation at Peak Load at 73 °F (23 °C)	D 5147	25 %, MD 25 %, XMD	40 %, MD 40 %, XMD
Tear Strength at 73 °F (23 °C)	D 5147 D 4073	120 lbf, MD (534 N, MD) 120 lbf, XMD (534 N, XMD)	200 lbf, MD (890 N, MD) 200 lbf, XMD (890 N, XMD)
Low Temperature Flexibility	D 5147	0 °F (-18 °C)	-4 °F (-20 °C)
Dimensional Stability	D 5147 D 1204	0.2 % Change, MD 0.2 % Change, XMD	0.2 % Change, MD 0.2 % Change, XMD
Compound Stability	D 5147	215 °F (102 °C)	250 °F (121 °C)
Thermal Shock Stability	D 7051	0.2 % max	0.2 % max
Water Absorption	D 5147	1 % max	1 % max
Moisture Content	D 5147	0.2 % max	0.2 % max

Radiative Properties	
Cool Roof Rating Council (CRRC)	Initial / 3 YR
Solar Reflectance	0.81 / 0.75
Thermal Emittance	0.44 / 0.43
Rated Product ID	0009
Licensed Manufacturer ID	0608
Classification	Production Line
Solar Reflectance Index (SRI)*	92 / 82



Please contact Holcim Technical Services at 800-428-4511 for further information.

This sheet is meant to highlight Elevate products and specifications and is subject to change without notice. Holcim takes responsibility for furnishing quality materials that meet published Elevate product specifications or other technical documents, subject to normal manufacturing tolerances. Neither Holcim nor its representatives practice architecture. Holcim offers no opinion on and expressly refuses any responsibility for the soundness of any structure. Holcim accepts no liability for structural failure or resultant damages. Consult a competent structural engineer prior to installation if the structural soundness or structural ability to properly support a planned installation is in question. No Holcim representative is authorized to vary this disclaimer.

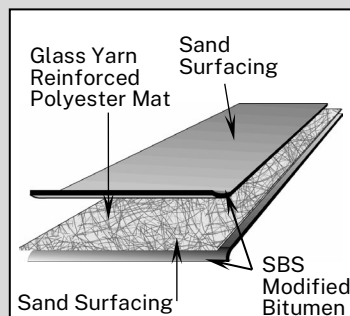
Firestone, the brand of premier roofing, wall, and lining systems you know and trust, will be coming to you under a new name: Elevate. During our transition, products carrying the brand name **Firestone** will change to **Elevate** on product labels and packaging, Technical Information Sheets, and elsewhere. Only the brand name is changing. Our products remain the same.

For further information on our brand transition to Elevate, scan the code below with your smartphone, or visit our website: www.holcimelevate.com



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Technical Information Sheet



SBS PolyBase

Item Description	Item Number
1 Roll (1.5 Square)	W71PSS0925

Description

SBS PolyBase is a modified bitumen membrane featuring a blend of SBS (Styrene-Butadiene-Styrene) rubber polymer and high-quality asphalt reinforced with a 190 g/m² (3.89 lb/100 ft²) strong non-woven polyester mat enhanced with continuous fiberglass yarns. The addition of SBS rubber polymer optimizes the asphalt blend to increase its natural waterproofing properties, adding elongation, elasticity and flexibility to the sheet. The fiberglass reinforced polyester provides strength and stability to the product, yielding a membrane that resists natural forces and other factors on the rooftop. SBS PolyBase is designed specifically as a base layer for use with SBS Modified Bitumen Systems and is ideal for use on both new construction and reroofing projects.

NOTE: Meets or exceeds performance requirements of ASTM D 6164, Type I, Grade S.

Product Packaging			
Property	Value	Property	Value
Roll Width	3 ft 3 in (1 m)	Pallet Size	48 x 39 in (1.2 x 1 m)
Roll Length	50 ft (15.2 m)	Rolls Per Pallet	25
Net Coverage	149 ft ² (13.8 m ²)	Weight per Pallet	2,400 lb (1,088 kg)
Roll Weight	96 lb (44 kg)		

Method of Application

1. SBS PolyBase can be installed in Holcim-approved hot asphalt or Multi-Purpose MB Cold Adhesive.
2. Please reference the Elevate Asphalt Roofing Systems Guide for Applicators and Designers available on our website for detailed information regarding the application of SBS PolyBase.

Acceptable Immediate Substrates for Cold Adhesive Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer)
- Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth and primed with ASTM D-41 primer).
- DensDeck® Prime, SECUROCK® Gypsum Fiber.
- ISO 95+™ GL Insulation, ISOGARD™ HD Composite, ISOGARD HD Cover Board, and RESISTA™ Insulation

Acceptable Immediate Substrates for Hot Asphalt Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer)
 - Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth and primed with ASTM D-41 primer)
FiberTop, DensDeck Prime, SECUROCK Gypsum Fiber, STRUCTODEK® HD with Primed Red Coating
- NOTE:** Please reference the Elevate Asphalt Roofing Systems Guide for Applicators and Designers available on our website for detailed information regarding the type of deck and insulation in use.

Storage

- All material should be stored out of the weather in a clean, dry area in its original unopened packaging at a minimum of 50 °F (10 °C) and a maximum of 100 °F (38 °C) so that it will be 50 °F (10 °C) or above at the time of application.
- Do not stack SBS PolyBase membrane more than two (2) pallets high.
- If the material must be stored temporarily on the roof before application, it must be elevated from the roof surface on a pallet, stored on end, and covered from the weather with a light-colored opaque tarp in a neat, safe manner that does not exceed the allowable load limit of the storage area.

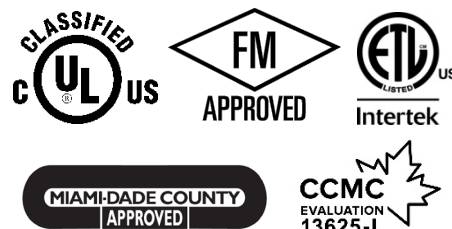
Precautions

- Take care when transporting and handling Modified Bitumen rolls to avoid punctures and other types of physical damage.
- Isolate waste products, petroleum products, grease, oil (mineral and vegetable) and animal fats from all Modified Bitumen membranes.
- Refer to Safety Data Sheets (SDS) for additional safety information.

LEED® Information

Post-Consumer Recycled Content:	4 %
Post Industrial Recycled Content:	0 %
Manufacturing Location:	Beech Grove, IN

NOTE: LEED® is a registered trademark of the U.S. Green Building Council



Typical Properties			
Properties	Test Method	Performance Minimum	Typical Performance
Product Thickness	D 5147	85 mil (2.2 mm)	90 mil (2.3 mm)
Net Mass	D 146	54 lb/100 ft ² (2,636 g/m ²)	57 lb/100 ft ² (2,783 g/m ²)
Bottom Side Coating	D 5147	N/A (Not a Torch Product)	31 mil (0.8 mm)
Peak Load at 0 °F (-18 °C)	D 5147	70 lbf/in, MD (12.3 kN/m, MD)	75 lbf/in, MD (13.1 kN/m, MD)
		70 lbf/in, XMD (12.3 kN/m, XMD)	75 lbf/in, XMD (13.1 kN/m, XMD)
Elongation at Peak Load at 0 °F (18 °C)	D 5147	20 %, MD	30 %, MD
		20 %, XMD	30 %, XMD
Peak Load at 73 °F (23 °C)	D 5147	50 lbf/in, MD (8.8 kN/m, MD)	55 lbf/in, MD (9.6 kN/m, MD)
		50 lbf/in, XMD (8.8 kN/m, XMD)	55 lbf/in, XMD (9.6 kN/m, XMD)
Elongation at Peak Load at 73 °F (23 °C)	D 5147	35 %, MD	40 %, MD
		35 %, XMD	40 %, XMD
Ultimate Elongation at 5 % of Peak Load 73 °F (23 °C)	D 5147	38 %, MD	45 %, MD
		38 %, XMD	45 %, XMD
Tear Strength at 73 °F (23 °C)	D 5147, D 4073	55 lbf, MD (246 N, MD)	60 lbf, MD (267 N, MD)
		55 lbf, XMD (246 N, XMD)	60 lbf XMD (267 N, XMD)
Low Temperature Flexibility	D 5147	0 °F (-18 °C)	-15 °F (-26 °C)
Dimensional Stability	D 5147, D 1204	1 % Change, MD	0.2 % Change, MD
		1 % Change, XMD	0.2 % Change XMD
Compound Stability	D 5147	215 °F (102 °C)	250 °F (121 °C)

Please contact Holcim Technical Services at 800-428-4511 for further information.

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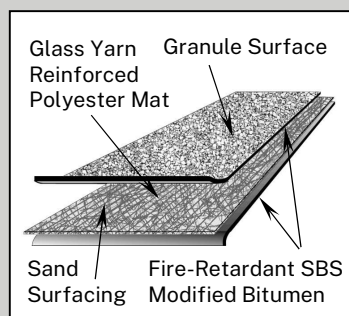
Firestone, the brand of premier roofing, wall, and lining systems you know and trust, will be coming to you under a new name: Elevate. During our transition, products carrying the brand name **Firestone** will change to **Elevate** on product labels and packaging, Technical Information Sheets, and elsewhere. Only the brand name is changing. Our products remain the same.

For further information on our brand transition to Elevate, scan the code below with your smartphone, or visit our website: www.holcimelevate.com



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Technical Information Sheet



SBS Premium FR

Item Description	Item Number
1 Roll – UltraWhite™ (1 Square)	W71HNUWS160F
1 Roll – White (1 Square)	W71HWS160FN
1 Roll – Black (1 Square)	W71HBS160FN

Description

SBS Premium FR is a Styrene-Butadiene-Styrene modified bitumen membrane that is reinforced with a 265 g/m² (5.43 lb/100 ft²) non-woven polyester mat enhanced with continuous glass fiber yarn. The combination results in a flexible, durable membrane. The addition of SBS rubber optimizes the natural waterproofing characteristics of asphalt and increases system performance. This proprietary fire-retardant compound provides resistance to thermal and physical forces over a wide range of temperatures.

SBS Premium FR is ideal for both new construction and reroofing applications. Low-slope roofs of any size, even those with numerous penetrations, may accommodate a SBS Premium FR application. SBS Premium FR with UltraWhite granules has a highly reflective surface designed to meet national, state and local energy code requirements.

NOTE: Meets or exceeds performance requirements of ASTM D 6164, Type II, Grade G.

Product Packaging			
Property	Value	Property	Value
Roll Width	3 ft 3 in (1 m)	Pallet Size	48 x 39 in (1.2 x 1 m)
Roll Length	33 ft 6 in (10.2 m)	Rolls Per Pallet	20
Net Coverage	98 ft ² (9.1 m ²)	Weight per Pallet	2,260 lb (1,025 kg)
Roll Weight	113 lb (51 kg)		

Method of Application

1. SBS Premium FR may be installed with Holcim-approved hot asphalt or Multi-Purpose MB Cold Adhesive.
2. Please reference the Holcim Asphalt Roofing Systems Guide for Applicators and Designers available on our website for detailed information regarding the application of SBS Premium FR Base.

Acceptable Immediate Substrates for Hot Asphalt Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer).
- Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth and primed with ASTM D-41 primer).
- FiberTop, DensDeck® Prime, SECUROCK® Gypsum Fiber, STRUCTODEK® HD with Primed Red Coating.

NOTE: Please reference the Holcim Asphalt Roofing Systems Guide for Applicators and Designers available on our website for detailed information regarding the type of deck and insulation in use.

Acceptable Immediate Substrates for Cold Adhesive Application:

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer).
- Approved Holcim base sheet.
- Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth and primed with ASTM D-41 primer).
- DensDeck Prime, SECUROCK Gypsum Fiber.
- ISO 95+™ GL Insulation / ISOGARD™ GL, ISOGARD HD Composite, ISOGARD HD Cover Board, and RESISTA™ / ISOGARD CG Insulation.

NOTE: Please reference the Holcim Asphalt Roofing Systems Guide for Applicators and Designers available on our website for detailed information regarding the type of deck and insulation in use.

Storage

- All material should be stored out of the weather in a clean, dry area in its original unopened packaging at a minimum of 50 °F (10 °C) and a maximum of 100 °F (38 °C) so that it will be 50 °F (10 °C) or above at the time of application.
- Do not stack SBS Premium FR more than two (2) pallets high.
- If the material must be stored temporarily on the roof before application, it must be elevated from the roof surface on a pallet, stored on end, and covered from the weather with a light-colored opaque tarp in a neat, safe manner that does not exceed the allowable load limit of the storage area.

Precautions

- Take care when transporting and handling Modified Bitumen rolls to avoid punctures and other types of physical damage.
- Isolate waste products, petroleum products, grease, oil (mineral and vegetable) and animal fats from all Modified Bitumen membranes.
- Refer to Safety Data Sheets (SDS) for additional safety information.

LEED® Information

Post-Consumer Recycled Content:	5 %
Post Industrial Recycled Content:	0 %
Manufacturing Location:	Beech Grove, IN



NOTE: LEED® is a registered trademark of the U.S. Green Building Council.

Typical Properties			
Properties	Test Method	Performance Minimum	Typical Performance
Product Thickness	D 5147	130 mil (3.3 mm)	160 mil (4.1 mm)
Net Mass	D 146	90 lb/100 ft ² (4,394 g/m ²)	95 lb/100 ft ² (4,639 g/m ²)
Bottom Side Coating	D 5147	N/A	39 mil (1.0 mm)
Peak Load at 0 °F (-18 °C)	D 5147	100 lbf/in, MD (18 kN/m, MD) 100 lbf/in, XMD (18 kN/m, XMD)	105 lbf/in, MD (18 kN/m, MD) 105 lbf/in, XMD (18 kN/m, XMD)
Elongation at Peak Load at 0 °F (-18 °C)	D 5147	20%, MD 20%, XMD	30%, MD 30%, XMD
Peak Load at 73 °F (23 °C)	D 5147	70 lbf/in, MD (12 kN/m, MD) 70 lbf/in, XMD (12 kN/m, XMD)	75 lbf/in, MD (13 kN/m, MD) 75 lbf/in, XMD (13 kN/m, XMD)
Elongation at Peak Load at 73 °F (23 °C)	D 5147	50%, MD 50%, XMD	55%, MD 55%, XMD
Ultimate Elongation at 5% of Peak Load 73 °F (23 °C)	D 5147	60%, MD 60%, XMD	65%, MD 65%, XMD
Tear Strength at 73 °F (23 °C)	D 5147, D 4073	70 lbf, MD (311 N, MD) 70 lbf, XMD (311 N, XMD)	75 lbf, MD (334 N, MD) 75 lbf, XMD (334 N, MD)
Low Temperature Flexibility	D 5147	0 °F (-18 °C)	-15 °F (-26 °C)
Dimensional Stability	D 5147, D 1204	1% Change, MD 1% Change, XMD	0.2% Change, MD 0.2% Change, XMD
Compound Stability	D 5147	215 °F (102 °C)	250 °F (121 °C)
Granule Loss	D 4977	2 g	0.5 g

NOTE: Meets ASTM D 6164, Type II, Grade G.

Typical Radiative Properties (UltraWhite Sheet Only)	
Cool Roof Rating Council (CRRC)	UltraWhite Sheet: Initial / CRRC Rapid Ratings**
Solar Reflectance	0.72 / 0.63
Thermal Emittance	0.92 / 0.91
Rated Product ID	0034
Licensed Manufacturer ID	0608
Classification	Production Line
Solar Reflectance Index (SRI)*	89 / 77
*SRI calculated using the ORNL (DOE) calculator, ASTM E1980-01	
**CRRC Rapid Ratings utilize the laboratory-aging practice in ASTM D7897 to simulate 3-year aged values.	



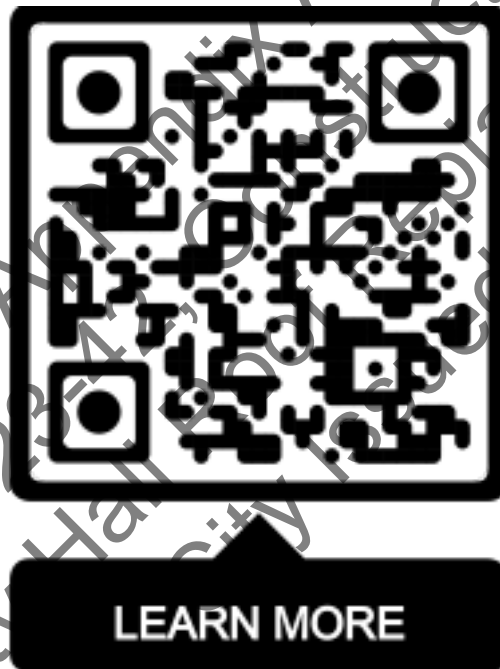
NOTE: The initial SRI for standard white membrane is 33. The SRI for black membrane is N/A.

Please contact Holcim Technical Services at 800-428-4511 for further information.

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Firestone, the brand of premier roofing, wall, and lining systems you know and trust, will be coming to you under a new name: Elevate. During our transition, products carrying the brand name **Firestone** will change to **Elevate** on product labels and packaging, Technical Information Sheets, and elsewhere. Only the brand name is changing. Our products remain the same.

For further information on our brand transition to Elevate, scan the code below with your smartphone, or visit our website: www.holcimelevate.com



Technical Information Sheet

Image Coming Soon

Twin Jet

Item Description	Item Number*
Part 1 and kit (Dispensing Accessories)	W56RACIAHFO1
Part 2	W56RACIAHFO2
Twin Jet Hose and Gun	W56RACIAPRK
Twin Jet Mixing Tips	W56RACIAPRT
Twin Jet Extension Tubes	W56RACIAPRE
*NOTE: Each item bearing an item number is sold separately.	

Description

Twin Jet is a two-component, LVOC, low-rise polyurethane adhesive applied in bead pattern for the attachment of Elevate approved roof insulations. It may also be used in bead or spatter pattern for the attachment of Elevate PVC XR, PVC KEE XR or UltraPly TPO XR Membranes to acceptable horizontal substrates, per Elevate specifications. Twin Jet is packaged in portable pressurized canisters, allowing extrusion of Part 1 and Part 2 to the gun and mix tip assembly. Use Twin Jet when ambient and substrate temperatures range from 40 °F (4 °C) to 100 °F (38 °C).

Twin Jet has been updated with an environmentally friendly HFO propellant that's compliant with all U.S. State and Canadian Provincial regulations. HFO propellants are categorized as having zero ozone depletion potential (ODP) and low global warming potential (GWP), providing a more sustainable solution compared to alternatives CFC, HCFC, and HFC propellants.

Item	Description
Part 1 and kit (Dispensing Accessories)	Part 1 in 49 lb pressurized canister, 25' (7.6 m) hose and gun assembly, six mix tips, three 17" (432 mm) extension tubes; 9/16" (14.3 mm) wrench; one packet O-ring lubricant
Part 1 and kit (Dispensing Accessories)	Part 1 in 45 lb pressurized canister, 25' (7.6 m) hose and gun assembly, six mix tips, three 17" (432 mm) extension tubes; 9/16" (14.3 mm) wrench; one packet O-ring lubricant
Part 2	Part 2 in 44 lb pressurized canister
Twin Jet Hose and Gun	25' (7.6 m) hose and gun assembly, allows dispensing Twin Jet 25' (7.6 m) from canisters. The gun assembly has a trigger lock to prevent accidental dispensing
Twin Jet Mixing Tips	10 Mixing Tips per bag
Twin Jet Extension Tubes	17" (432 mm) extension tube that allows roofers to stand upright during application for better ergonomics and less fatigue. 10 Extension Tubes per bag

Packaging Data

Part 1 Canister	36 lb (16.3 kg) per canister, 32 canisters per pallet. Packaged Weight: 49 lb (22.2 kg), 1568 lb (711.2 kg) per pallet NOTE: Package includes Canisters + Kit accessories
Part 2 Canister	31 lb (14 kg) per canister, 32 canisters per pallet. Packaged Weight: 45 lb (20.4 kg), 1440 lb (653.1 kg) per pallet NOTE: Package includes Canisters only

Method of Application

Twin Jet Adhesive Canister Operating Instructions

Twin Jet is dispensed in a semi-foamed bead that expands to several inches while rising $\frac{3}{4}$ to 1" (19 to 25 mm) above the substrate. A chemical reaction occurs that secures the board in approximately 4 to 8 minutes after application, depending on temperature and weather conditions. It is important to determine the open/mate time for the ambient conditions encountered before attempting adhesion.

1. Install only as much roof insulation or membrane as can be made watertight during that working day.
2. Substrates to receive Twin Jet must be clean, smooth, dry, free of sharp edges, loose and foreign materials, oil, grease, and other contaminants.
3. Install Twin Jet only when ambient conditions, bonding substrates and insulations range from 40 °F (4 °C) to 100 °F (38 °C).
4. Determine the open/mate time relative to ambient conditions before attempting adhesion (see below).
5. Dispense a small amount of Twin Jet into a waste container to verify proper mixing and extrusion of Part 1 and Part 2 before dispensing on substrate.

Instructions for Attaching Hoses to Canisters

1. Remove hose and gun assembly from Part 1 carton.
2. Remove canisters of Part 1 and Part 2 from their carton.
3. Shake Canisters Part 1 and Part 2 back and forth 30 times to achieve the proper mix. Replace canisters Part 1 and Part 2 back in their respective cartons and insert hoses through holes in the side of each carton.
4. Attach swivel fitting on the red striped hose, finger tight, to the valve outlet on top of the Part 1 canister (red).
5. Attach fitting on the clear hose, finger tight, to the valve outlet of the Part 2 canister (white).
6. Tighten both fittings with the supplied 9/16" (14 mm) wrench by turning an additional 1/6 turn until firmly attached. DO NOT OVER TIGHTEN! Close lid of each carton to protect from sun, wind, and dirt.

Application of Mix Tips

1. Apply lubricant to black rubber O-ring on gun.
2. Insert mix tip over O-ring on gun and snap onto the gun.
3. Extension Tubes may be attached to mix tip end to facilitate bead application of Twin Jet.

For Insulation Attachment

1. Apply Twin Jet on the substrate in 1¼" (32 mm) beads spaced maximum 12" (305 mm) on center or as specified to meet wind uplift requirements. Allow adhesive to reach the open/mate time (see below) and set suitable insulation boards into position.
2. Place maximum 4' x 4' (1.2 m x 1.2 m) insulation boards into Twin Jet Insulation Adhesive within the identified mate time.
3. Immediately after setting the insulation board, provide continuous pressure using weighty objects such as adhesive pails on the insulation until the adhesive sets (typically 4-8 minutes) to ensure adequate contact between the insulation, substrate, and adhesive during the critical set-up period.

FOR ELEVATE PVC XR or ULTRAPLY TPO XR MEMBRANE ATTACHMENT (Horizontal Application)

1. Unroll and position Elevate PVC XR or UltraPly TPO XR Membrane, overlapping in shingle fashion wherever possible.
2. Allow XR membrane to relax in its final intended position for a minimum of 30 minutes.
3. Back-roll the properly positioned membrane panels to expose the substrate to receive Twin Jet adhesive. (Do not “butterfly” large areas of roof membrane during adhesive application.) Take care not to move or otherwise disturb the membrane from its final intended position while back-rolling.
4. Dispense Twin Jet onto the substrate as follows:

Bead Application: Apply Twin Jet Adhesive on the substrate in $\frac{3}{4}$ " - 1" (19 mm - 25 mm) wide beads, spaced maximum 12" (305 mm) on center.

Spatter Application: Spatter Twin Jet at a rate of 60-70% coverage over the horizontal substrate and 75-85% at base tie-in locations, 2200 ft² (204 m²) to 2350 ft² (218 m²) per canister set.

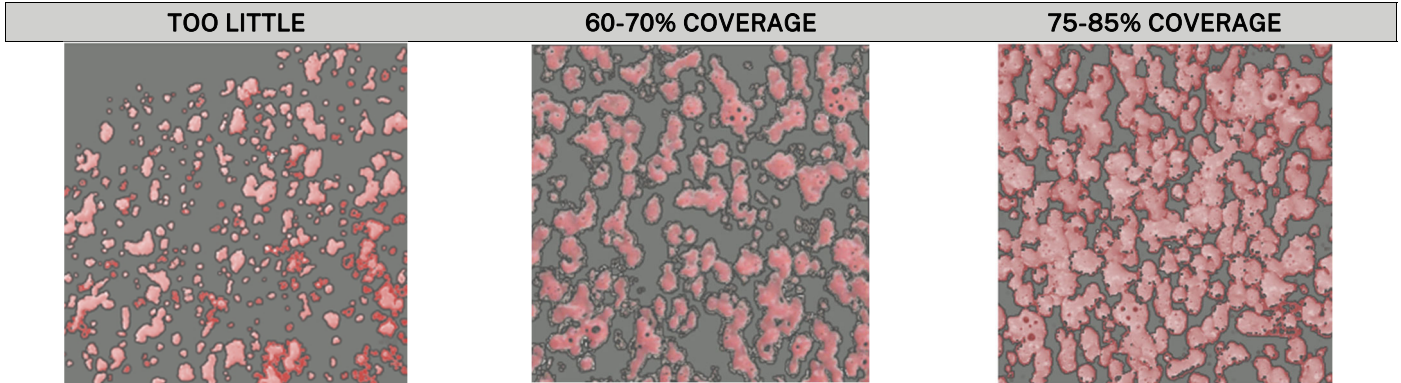
5. Do not apply Twin Jet Adhesive to the roof membrane. Keep lap areas of XR membrane clean and free of Twin Jet Adhesive overspray. Remove any Twin Jet Adhesive from the seam area before mating the seam.
6. Allow the adhesive to rise in height and reach open/mate condition. Mate the Elevate PVC XR or TPO XR Membrane to the substrate before a skim coat develops on the adhesive (See Reaction Time below).
7. Immediately after setting the membrane in the Twin Jet adhesive, broom the membrane then roll thoroughly using a 75 lb (34 kg) to 150 lb (68 kg) roller. It is important that the freshly installed membrane and substrate remain in contact with the Twin Jet adhesive until the adhesive sets to ensure proper adhesion.

Reaction Time

- Open/mate time: The time at which long “strings” of tacky material can be pulled away from the surface of the foam when the surface is touched by the edge of a tongue blade depressor or similar implement.
- Tack-free state: The time when the upper surface of the material can be touched by a tongue blade depressor or gloved finger without sticking.
- Apply Twin Jet adhesive to the substrate when ambient and substrate temperatures range between 40 °F to 100 °F (4 °C – 38 °C).
- Surfaces must be mated after the Twin Jet Adhesive reaches open/mate time, typically 3-5 minutes, but before the adhesive reaches tack-free state, usually 8-9 minutes.

Coverage Rate

- Bead dispensed at 12" (305 mm) o.c. – up to 3500 ft² (325 m²) per canister set
- Bead dispensed at 6" (152 mm) o.c. – up to 1750 ft² (162.5 m²) per canister set
- Bead dispensed at 4" (102 mm) o.c. – up to 1167 ft² (108.3 m²) per canister set
- Spatter dispensed at 0.318 gal/sq. minimum – 2200 ft² (204 m²) to 2350 ft² (218 m²) per canister set.



Clean-Up

Protect all surfaces in the immediate area of application from accidental contact with adhesive. Uncured foam may be cleaned off by using any commercially available polyurethane foam cleaner.

Storage

- Store in original unopened containers between 60 °F (16 °C) and 90 °F (32 °C) until ready for use.
- Do not store in direct sunlight.
- Do not allow Twin Jet to freeze.
- Store canisters with valves upright.

Shelf Life

16 months if stored in accordance with the above recommendations.

Precautions

- Refer to Safety Data Sheets (SDS) for additional safety information.
- Personnel who are sensitive/allergic to isocyanate or polyurethane should not work with Twin Jet.
- At the start and throughout each workday, create test samples with Twin Jet to verify proper mixing, set-up, and overall adhesion of insulation to substrate before proceeding.
- Avoid contact with eyes. Wear safety glasses with side shields.
- Avoid breathing vapors. A Self-Contained Breathing Apparatus or Respirator should be used during limited ventilation periods.
- Avoid contact with skin. Wear gloves when dispensing. Wash hands thoroughly after handling.
- Close canister valves when not in use.
- Do not sit or stand on cartons or canisters.
- Do not expose product to open flame or temperatures above 100 °F (38 °C).
- Canisters and contents must be brought to temperature between 70 °F (21 °C) – 90 °F (32 °C) for use.
- Insulation boards shall not exceed 4' x 4' (1.2 m x 1.2 m).
- Replace mix tip and extension tube after 30 minutes of non-use or if adhesive does not flow freely.
- Keep canisters in upright position while dispensing adhesive.
- Do not pull or lift canisters by the hoses.

Precautions Continued

- Do not dispense adhesive in areas of spark, open flame, or other ignition sources. Do not smoke in areas where Twin Jet adhesive is being applied.
- When using a full canister set, pull the trigger gradually until you reach the desired pressure. Pulling the trigger too aggressively could result in safety risk.
- Do not transfer used hoses to a new canister set to prevent cross-contamination.

Partially Used Canisters

- Turn the valves on each canister to the OFF position.
- Do not drain the chemical from the hoses.
- Slide the safety on the applicator gun into the LOCKED position.
- Remove the old mix tip, but do not discard. Clean the end of the gun to ensure the chemical exit ports are not obstructed.
- Apply fresh lubricant to the black rubber O-ring on gun. Re-attach the old mix tip, which, clogged with adhesive, will keep air and moisture out of the gun and hoses.
- After every 7 days without use, dispense a small amount of chemical to prevent crystallization from occurring in the hoses (no mix tip required for this).
- Remaining contents must be dispensed within 30 days of the date of initial use.
- Do not transfer used hoses to a new canister set to prevent cross-contamination.

Disposal

- During product disposal, wear recommended eye and skin protection. Maintain proper ventilation.
- Empty canisters completely of any remaining material.
- Add oil absorbent to waste components. Dispose of waste in an approved landfill.
- Turn empty canister upside down and open valve completely to relieve the canister of pressure.
- Once pressure is completely evacuated, locate and punch out the button on the shoulder of the canister using a non-ferrous punch.
- Empty canisters can be sent to a metal recycler or an approved landfill.
- Do not burn empty canisters. Dispose in accordance with local, federal, and state regulations.

LEED® Information

Post-Consumer Recycled Content: 0%

Post Industrial Recycled Content: 0%

Manufacturing Location: Rockford, MN

NOTE: LEED® is a registered trademark of the U.S. Green Building Council



Typical Properties

Properties	Test Method	Typical Performance
Base	---	Part 1: Diisocyanate; Part 2: Polyol
Color	---	Part 1: Brown, Part 2: Red, Mixed Red
Viscosity	ASTM D2196	Part 1: 160 – 240 cPs @ 77 °F (25 °C) Part 2: 150 – 350 cPs @ 77 °F (25 °C)
Density	ASTM D1875	Part 1: 10.0 – 10.6 lb/gal (1.2 – 1.27 kg/l); Part 2: 8.2 – 8.8 lb/gal (0.98 – 1.05 kg/l)
Specific Gravity	---	Part 1: 1.2 – 1.27, Part 2: 0.98 – 1.05
Weight of full canister	---	Part 1: 49± 2 lb (22.2 ± 0.9 kg); Part 2: 45± 2 lb (20.4 ± 0.9 kg)
Max Ratio (Part 1: Part 2)	---	1:1 by volume
V.O.C. Content	ASTM D2369	<25 grams/liter (0.21 lb/gal)

Acceptable Substrates

Substrate	NOTE
Structural Concrete (New)	New poured decks must have a minimum 28-day cure time.
Structural Concrete (Existing)	Positive adhesion test required.
Steel	New steel decks may require cleaning to remove processing oils.
Gypsum	Positive adhesion test required.
Cementitious Wood Fiber Plank	Positive adhesion test required.
Existing Asphalt and Modified Bitumen Roofs (Mineral or Smooth Surfaced)	Positive adhesion test required.
V-Force™ Vapor Barrier Membrane	Positive adhesion test required.
Lightweight Concrete	Acceptable Lightweight concrete substrates include cellular or air-entrained concrete. Lightweight concrete substrates with aggregate (such as perlite or vermiculite) are not acceptable.
Plywood	7/16" (16 mm) thick minimum
Coal Tar Pitch	Positive adhesion test required.
ISOGARD™ GL / ISO95+™ GL, ISOGARD HG / HailGard, ISOGARD CG / RESISTA™, ISOGARD HD, Structodek® wood fiberboard, Dens-Deck Products, Expanded Polystyrene, Extruded Polystyrene, Polyiso, Wood Fiber	Non-Elevate brand insulations require a positive adhesion test.
Existing Single Ply Roofs	Not Acceptable
Fiberglass Insulation	Not Acceptable
Perlite Insulation	Not Acceptable
Existing substrates containing residual asphalt must be cleaned and scraped as smoothly as possible. The substrate shall be smooth, flat, clean, dry, free of sharp fins, or foreign materials All perimeters, deck seams and all penetrations must be sealed to prevent air infiltration through the deck. Elevate recommends an expanding foam or similar product be used.	

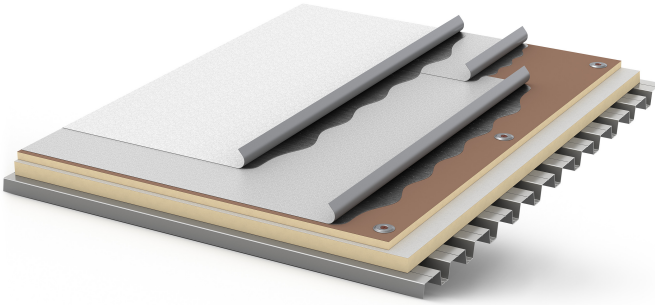
Please contact Holcim Technical Services at 800-428-4511 for further information.

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SBS Cool Applied System Insulated Deck

**Red Shield™
Warranty Term**
Up to 25 Years, 55 mph



- Elevate™ Granule-Surfaced SBS Cap Sheet
- Elevate SBS Base Sheet
- Asphalt Primer (ASTM D 41)
- Underlying Assembly:
 - Cover Board (Required) – Mechanically Attached or Adhered
 - Insulation (Optional) – Mechanically Attached or Adhered
 - Appropriate Deck

Consult Elevate Technical Specifications, Guides and Details at www.HolcimElevate.com

Slope Requirement:

☐ Positive slope required ☒ $\geq 1/4"$ (2.1 %) slope required for warranties ≥ 20 years

Construction Type:

☐ New Construction ☒ Complete Tear-off ☐ Recover (Any wet or damaged materials removed prior to installation)

Building Height Limitation:

Adhered Systems are limited to buildings 250' (76.2 m) or less. Contact Holcim for heights greater than 250' (76.2 m).

Air Barrier:

An air barrier is recommended for projects with large wall openings greater than 10% of the total wall area.

Vapor Barrier:

☐ V-Force™ and Thermal Barrier ☐ V-Force w/o Thermal Barrier⁶ ☐ 4-6 mil poly

Base Tie-Ins:

Must be attached to substrates which provide a minimum of 200 lbf (1 kN) in any direction.

Increased Wind Speed and Codes:

Any wind speed coverage exceeding 55 mph (88 km/h) or projects with code requirements must be reviewed by a Holcim Regional Technical Coordinator.

Deck Requirement:

☒ Minimum $1/2"$ (13 mm) Plywood ☐ Minimum $7/16"$ (11.1 mm) OSB ☐ Minimum 1" (25 mm) Wood Plank
☐ Minimum 2" (51 mm) Poured Gypsum ☐ Minimum 2" (51 mm) Cementitious Wood Fiber
☐ Minimum 22 Gauge Steel ☐ Minimum 2,500 psi (17.2 MPa) Structural Concrete, min. 3" (76 mm) thick

Insulation Fasteners and Plates (Based on appropriate deck type):

☐ Heavy Duty Fasteners and Insulation Plates ☐ HailGard™ Fastener (with HailGard Composite Board or OSB only)
☐ Concrete Drive Fastener and Insulation Plates ☐ Polymer Fastener and Insulation Plates
☒ All Purpose Fasteners and Insulation Plates (max. 20-year Warranty)

Insulation Adhesive*:

☐ I.S.O. Twin Pack™ ☐ I.S.O. Spray™ R ☐ I.S.O. Stick™ ☒ Twin Jet

☐ Full mopping of approved ASTM D312 Type III or IV asphalt (Type IV required for warranties ≥ 20 years)

*NOTE: Max. 4' x 4' boards must be used when attaching insulation with adhesives. Cleaning of the metal deck may be required to remove processing oils. Base layer of insulation to be mechanically attached to steel deck for warranties ≥ 25 -years.

Insulation Adhesive Attachment:

Max. 15 Year Warranty:

☐ Bead Spacing: F: 12", P: 12", C: 12"

20 Year Warranty:

☒ Bead Spacing: F: 12", P: 6", C: 6"
☐ Full Coverage

25 Year Warranty:

☐ Bead Spacing: F: 12", P: 6", C: 4"
☐ Full Coverage (Req. direct to Steel)

Membrane Attachment:

☐ Self-Adhered
☒ Elevate MB Multi-Purpose Cold Adhesive
☐ Hybrid

Surfacing:

☒ SBS Granule-Surfaced Cap Sheet
☐ SBS Granule-Surfaced Cap Sheet coated with AcryliTop™ PC-100

NOTE: An UltraWhite™ cap sheet or AcryliTop PC-100 Coating is required for a 25-year Red Shield™ Warranty. Wait 6 months before installing AcryliTop when Elevate MB Multi-Purpose Cold Adhesive is used.

Edge Metal System

☐ Elevate Factory Formed Edge Metal Fascia or Coping System ☐ Elevate Cleat Program*

*Max warranty 20-years and available to contractors enrolled in the Elevate Cleat Program

Substrate Attachment Rates for Standard 55 mph Wind Speed (Top Layer, 4' x 8' Board)

Thickness	Substrate Material	Minimum Fasteners
☐ 1.0" – 1.4"	☒ ISOGARD GL / ISO 95+ GL or	16
☐ 1.5" – 1.9"		12
☐ 2.0" – 4.0"	☐ ISOGARD CG / Resista	8
☐ 1.5" – 1.9"	☐ ISOGARD HG / HailGard Composite / ☐ OSB / ☐ Plywood (Plate and Fastener)	12
☐ 2.0" – 4.0"		8
☐ ISOGARD HG / HailGard Composite / OSB / Plywood (HailGard Fastener)		16
☐ ISOGARD HD Composite		12
☐ ISOGARD HD Cover Board		12
☐ 1/4"	☐ SECUROCK® Brand Gypsum-Fiber Roof Board NOTE: Required when torch-applying base sheet	10
☐ 1/2"		8
☐ 5/8"		8
☐ 1/4"	☒ DensDeck® Prime Roof Board NOTE: Required when torch-applying base sheet	12
☐ 1/2"		8
☐ 5/8"		8
☐ 5/8"	DensDeck Prime StormX™ Roof Board NOTE: Required when torch-applying base sheet	8
☐ 1/2" Structodek® High Density Wood Fiber Board (≤ 20-year warranty)		16

Assembly Options – Warranty Terms

Warranty (Years)	Fully Adhered Cool Base Sheet	Fully Adhered Cool Cap Sheet	Flashings (Apply in Elevate MB Multi-Purpose Flashing Cement)
5 – 10	☐ MB Base ☐ Any Base Sheet Below	☐ SBS Cap ☐ SBS FR	☐ One ply of fully adhered SBS granule-surfaced cap sheet
15 – 20	☐ SBS Base ☒ SBS Poly Base ☐ SBS Premium Base ☐ SBS Premium Poly Base ☐ SBS Smooth ☐ BASEGARD™ SA Base Sheet	☐ SBS Glass ☐ SBS Glass FR ☐ SBS Premium ☒ SBS Premium FR	Two Plies, Consisting of: ☒ One ply of fully adhered SBS base sheet, AND ☒ One ply of fully adhered SBS granule-surfaced cap sheet, OR ☒ One ply of fully adhered SBS Metal Flash AL, OR ☐ UltraFlash™ One-Part or Two-Part Liquid Flashing
25	☐ SBS Poly Base ☐ SBS Premium Base ☐ SBS Premium Poly Base ☐ SBS Smooth ☐ BASEGARD™ SA Base Sheet	☐ SBS Premium ☐ SBS Premium FR	Two Plies, Consisting of: ☐ One ply of fully adhered 25-year eligible SBS base sheet, AND ☐ One ply of fully adhered SBS UltraWhite™ cap sheet, OR ☐ One ply of fully adhered SBS Metal Flash AL, OR ☐ UltraFlash™ Two-Part Liquid Flashing

NOTE:

- Only Elevate brand products are covered in a Red Shield warranty.
- Refer to the Elevate Technical Database at www.HolcimElevate.com for additional information regarding appropriate Roof Systems.
- DensDeck is a registered trademark of Georgia-Pacific Gypsum LLC, SECUROCK is a registered trademark of USG Corporation, and Structodek is a registered trademark of Blue Ridge Fiberboard, Inc.
- It is the installing contractor's responsibility to follow all applicable building codes.
- Contact Holcim Technical Services for full warranty requirements.
- Thermal barrier required when using V-Force over a Steel Deck on FM Insured or FM Specified projects.
- AP Fasteners are approved for use on Wood Decks. Steel Deck applications are limited to 15-year warranty coverage.
- Membrane may not be adhered directly to ISOGARD HD or ISOGARD CG with Hot Asphalt.
- It is not recommended to encapsulate DensDeck in hot asphalt. When mopping to DensDeck, the MAXIMUM hot asphalt temperature is 450 °F (232 °C).
- BASEGARD SA Base Sheet must be applied over SA Primer or heat activated.
- Wood walls require a mechanically fastened MB Base Sheet beneath the flashing assembly.
- SBS Systems adhered in Elevate MB Multi-Purpose Cold adhesive must cure for a minimum of 30 days before a 3rd ply or 6 months before the Acrylitop System is applied.

Please contact Holcim Technical Services at 800-428-4511 for further information.

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Technical Information Sheet

Image Coming Soon

Multi-Purpose MB Flashing Cement

Item Description	Item Number
4.75 Gallon (17 L) Pail	W70RACMFC5P
<i>Meets or exceeds performance requirements of ASTM D 4586, Type I</i>	

Description

Elevate Multi-Purpose MB Flashing Cement consists of an asphalt matrix blended with fibers and selected performance additives designed to meet the adhesion characteristics necessary for vertical applications. Elevate Multi-Purpose MB Flashing Cement may be used to adhere Elevate sand-backed base sheets, Elevate SBS cap sheets and APP Cool cap sheets. Elevate Multi-Purpose MB Flashing Cement may be used as a lap adhesive in two-ply SBS or APP Cool systems.

Method of Application

1. Elevate Multi-Purpose MB Flashing Cement can be applied when the ambient temperature is above 40 °F (4 °C) and rising if the cement is at a temperature of 60 to 80 °F (15 to 27 °C) just prior to installation.
2. Substrates to which Elevate Multi-Purpose MB Flashing Cement will be applied must be clean, dry, and free of sharp objects, foreign materials, oil, grease, and contaminants.
3. Elevate Multi-Purpose MB Flashing Cement can be applied over suitable substrates with a suitable trowel.
4. Do not apply Elevate Multi-Purpose MB Flashing Cement to wood fiber insulation, except Structodek® High Density Fiberboard Roof Insulation.
5. Elevate Multi-Purpose MB Flashing Cement provides superior adhesion when applied in a continuous layer on both the substrate and the sheet back.
6. For best results, apply pressure by rolling the membrane into the MB Flashing Cement for full adhesion.
7. Cover all containers tightly when not in use to prevent spills and thickening of the adhesive from solvent loss.

Acceptable Immediate Substrates for Cold Adhesive Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer)
- Plywood
- Approved Elevate base sheet
- Existing Smooth Surface BUR or Modified Bitumen (must be clean, smooth, and primed with ASTM D-41 primer)
- DensDeck® Prime, SECUROCK Gypsum Fiber, STRUCTODEK® HD
- Elevate ISO 95+™ GL / ISOGARD™ GL, ISOGARD HD Composite or Cover Board, RESISTA™ / ISOGARD CG

NOTE: Please consult the appropriate Design Guide and QuickSpecs online at www.HolcimElevate.com to review specific information regarding the type of deck and insulation in use.

Storage

- Store unopened containers at room temperature 60 to 80 °F (15 to 27 °C).
- Elevate Multi-Purpose MB Flashing Cement that has been stored for an extended period of time in unopened pails may separate (e.g. the solids will settle to the bottom of the pail). Settling does not render the product unusable, as the solids can be stirred back into the mix, and the adhesive will function as intended.

Coverage Rate

Apply Elevate Multi-Purpose MB Flashing Cement at a rate of 2.0 to 3.0 gal per 100 ft² (0.8 to 1.2 L/m²) per surface.

NOTE: Each pail has a volume of 4.75 gal (18 L), therefore one pail covers 158 to 237 ft² (14.7 to 22.0 m²) on one surface.

Shelf Life

A shelf life of two (2) years can be expected if Elevate Multi-Purpose MB Flashing Cement is stored in the original sealed container at temperatures between 60 and 80 °F (15 and 27 °C). For optimum results, rotate stock to ensure stored material has not exceeded the shelf life of two (2) years.

Precautions

- Refer to Safety Data Sheets (SDS) for additional safety information.
- **WARNING! COMBUSTIBLE!** Keep away from fire and other sources of ignition during storage and use. Always keep adequate fire extinguishing equipment near any area of Multi-Purpose MB Flashing Cement application.
- Avoid skin contact with Multi-Purpose MB Flashing Cement, and always work in well ventilated areas with proper clothing and safety equipment.
- Prevent fumes from entering rooftop air handling equipment.
- DO NOT THIN Elevate Multi-Purpose MB Flashing Cement.
- DO NOT use Elevate Multi-Purpose MB Flashing Cement with wood fiber insulation, except Structodek High Density Fiberboard Roof Insulation.

LEED® Information

Post-Consumer Recycled Content: 0%

Post Industrial Recycled Content: 0%

Manufacturing Location: Kimberton, PA or Indianapolis, IN

NOTE: LEED® is a registered trademark of the U.S. Green Building Council



Typical Properties (Meets or exceeds performance requirements of ASTM D 4586, Type I)

Properties	ASTM Standard Required Value	Elevate Typical Performance
Water content, max	3%	≤ 1.0%
Nonvolatile content, min	70%	≥ 85%
Mineral and/or other stabilizers	15% – 40%	31%
Strength of lap at indicated age, min, width at 34 h	---	35.0 lbf/in (6.0 kN/m)
Asphalt by weight	---	45%
V.O.C. Content	---	< 300 g/L
Viscosity at 77 °F (23 °C)	---	20,000 cps (20 Pa·s)
Density	---	9.1 lb/gal (1.09 kg/L)
Specific Gravity	---	1.14
Solvent	---	Stoddard Solvents
Solids	---	76.2%

Appendix A
Bid 23-42, Construction
City Hall Roof Replacement
City Issued Bid

Please contact Holcim Technical Services at 800-428-4511 for further information.

This sheet is meant to highlight Elevate products and specifications and is subject to change without notice. Holcim takes responsibility for furnishing quality materials that meet published Elevate product specifications or other technical documents, subject to normal manufacturing tolerances. Neither Holcim nor its representatives practice architecture. Holcim offers no opinion on and expressly refuses any responsibility for the soundness of any structure. Holcim accepts no liability for structural failure or resultant damages. Consult a competent structural engineer prior to installation if the structural soundness or structural ability to properly support a planned installation is in question. No Holcim representative is authorized to vary this disclaimer.

Technical Information Sheet

Image Coming Soon

Multi-Purpose MB Cold Adhesive

Item Description	Item Number
4.75 Gallon (18 L) Pail	W70RACMCA5P
55 Gallon (208 L) Drum	W70RACMCADP
275 Gallon (1,041 L) Tote	W70RACMCAT
<i>Meets or exceeds performance requirements of ASTM D 3019 Type III</i>	

Description

Elevate Multi-Purpose MB Cold Adhesive consists of an asphalt matrix with non-asbestos fibers and performance additives designed to meet adhesion characteristics necessary for horizontal applications of select Elevate Base Sheets, Cap Sheets, and as a lap adhesive in two-ply SBS or APP Cool Systems.

Method of Application

1. Store Elevate Multi-Purpose MB Cold Adhesive at 60 to 80 °F (15 to 27 °C). If exposed to lower temperatures, restore to room temperature before use.
2. Apply Elevate Multi-Purpose MB Cold Adhesive when the ambient temperature is above 40 °F (4 °C) and rising.
3. Substrate to which Elevate Multi-Purpose MB Cold Adhesive is to be applied must be clean, dry, and free of sharp objects, foreign materials, oil, grease, and contaminants.
4. Apply over suitable substrates with a ¼" (6.5 mm) notched neoprene squeegee or airless sprayer.
5. Do not apply Elevate Multi-Purpose MB Cold Adhesive to wood fiber insulation, except Structodek High Density Fiberboard Roof Insulation.
6. For superior adhesion, apply in a continuous layer approximately ⅛" (3 mm) thick.
7. For best results, roofing sheets should be laid in place while the adhesive has a shiny appearance. Apply pressure by rolling the membrane into the Elevate Multi-Purpose MB Cold Adhesive for full adhesion.
8. Cover all containers tightly when not in use to prevent spills and thickening of the adhesive.

NOTE: Adhesive in unopened drums may separate (the solids will settle to the bottom of the pail). Settling does not render the product unusable, as the solids can be stirred back into the mix using a mechanical mixer, such as a Jiffy Mixer (<http://www.jiffymixer.com/product/ps-2/>), and the adhesive will function as intended.

Storage

- Store unopened Elevate Multi-Purpose MB Cold Adhesive at room temperature 60 to 80 °F (15 to 27 °C).
- Adhesive in unopened pails may separate (the solids will settle to the bottom of the pail). Settling does not render the product unusable, as the solids can be stirred back into the mix, and the adhesive will function as intended.
- Rotate adhesive stock to ensure stored material will not go beyond the shelf life of two years.

Coverage Rate

Apply Multi-Purpose MB Cold adhesive at a rate of 1.5 – 2.0 gal per 100 ft² (0.6 – 0.8 L per m²).

NOTE: Each pail has a volume of 4.75 gal (18 L), therefore one pail covers 237 – 316 ft² (22.0 – 29.4 m²).

Shelf Life

A shelf life of two years can be expected if Elevate Multi-Purpose MB Cold Adhesive is stored in the original sealed container at temperatures between 60 to 80 °F (15 to 27 °C).

Precautions

- Refer to Safety Data Sheets (SDS) for additional safety information.
- **WARNING! COMBUSTIBLE!** Keep away from fire and other sources of ignition during storage. Always keep adequate fire-extinguishing equipment near any area of Multi-Purpose MB Cold Adhesive application.
- Avoid skin contact and always work in well-ventilated areas with proper clothing and safety equipment.
- Prevent fumes from entering rooftop air handling equipment.
- **DO NOT THIN** Elevate Multi-Purpose MB Cold Adhesive.
- **DO NOT** use Elevate Multi-Purpose MB Cold Adhesive with wood fiber insulation, except Structodek High Density Fiberboard Roof Insulation.

LEED® Information

Post-Consumer Recycled Content: 0%

Post Industrial Recycled Content: 0%

Manufacturing Location: Kimberton, PA or Indianapolis, IN

NOTE: LEED® is a registered trademark of the U.S. Green Building Council



Typical Properties (Meets ASTM D 3019, Type III. Tested in accordance with D 98 and D 6511)

Properties	ASTM Standard Required Value	Elevate Typical Performance
Water, volume of original sample, max.	≤ 2.5%	≤ 1.0%
Solubility in trichloroethylene, min.	≥ 80%	≥ 80%
Strength of the lap at indicated age, min. width at 24 h	17.0 lbf/in (3.0 kN/m)	35.0 lbf/in (6.0 kN/m)

Typical Properties (Continued)

Nonvolatile matter, min.	50%	≥ 80%
Asphalt, min.	40 %	≥ 50%
V.O.C. content	---	< 300 g/L
Viscosity @ 77 °F (23 °C)	---	20,000 cP
Density	---	10 lb/gal (1.1 kg/L)
Specific Gravity	---	1.14
Flash Point	---	115 °F (46 °C)
Solvent	---	Stoddard Solvents
Solids, min.	---	≥ 82%
Pliability @ 32 °F (0 °C)	---	Pass

Please contact Holcim Technical Services at 800-428-4511 for further information.

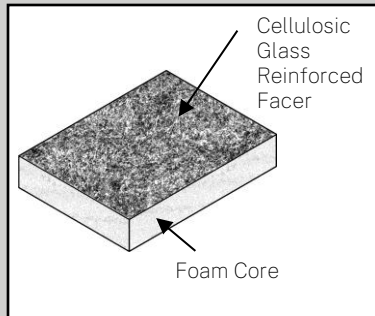
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Firestone, the brand of premier roofing, wall, and lining systems you know and trust, will be coming to you under a new name: Elevate. During our transition, products carrying the brand name **Firestone** will change to **Elevate** on product labels and packaging, Technical Information Sheets, and elsewhere. Only the brand name is changing. Our products remain the same.

For further information on our brand transition to Elevate, scan the code below with your smartphone, or visit our website: www.holcimelevate.com



Technical Information Sheet



ISO 95+™ GL Insulation

Item Description

Flat and Tapered Polyiso Boards

Flat Boards: 4' x 4' (1.22 m x 1.22 m), 4' x 8' (1.22 m x 2.44 m)

Tapered Boards: 4' x 4' (1.22 m x 1.22 m)

Slope Range: 1/16" per foot (.5%) to 1/2" per foot (4%)

Thickness Range: 0.5" (12.7 mm) to 4.5" (114.3 mm)

Other options available include: 4' x 7'4" (1.22 m x 2.25 m).

Export cut for international shipments and scored ISO for metal retrofits.

Meets or exceeds performance requirements of ASTM C 1289, Type II, Class 1

Description

Elevate ISO 95+ GL flat and tapered roof insulation consists of a closed-cell polyiso foam core laminated to a black glass reinforced mat facer on both major surfaces. Flat and tapered ISO 95+ GL insulation provides outstanding thermal performance on commercial roofing applications, while providing positive rooftop drainage to help eliminate ponding water when tapered ISO 95+ GL insulation is used.

All Elevate polyisocyanurate foam insulations use EPA accepted blowing agents. Elevate ISO 95+ GL incorporates a HCFC-free blowing agent that does not contribute to the depletion of the ozone layer (ODP-free).

Method of Application

1. Insulation shall be neatly fitted to all roof penetrations, projections and nailers.
2. No more insulation shall be installed than can be covered with membrane and completed before the end of each day's work or before the onset of inclement weather.
3. Elevate ISO 95+ GL board may be installed using:

- Elevate fasteners and plates

NOTE: For ballasted systems, the top layer of Elevate insulation may not be mechanically attached.

- Hot asphalt (requires a cover board, when a hot asphalt or torch applied base sheet is installed)
- Elevate approved insulation adhesives
 - I.S.O. Twin Pack™
 - I.S.O.Stick™
 - Twin Jet
 - I.S.O. Spray™ R

Acceptable Immediate Substrates

- 2,500 psi Structural concrete (must be clean, dry, and properly cured)
- Steel deck (min 22 ga)
- Plywood and OSB (min ½")
- Lightweight concrete
- Gypsum deck (min 2")

NOTE: Please consult the Design Guides and QuickSpecs online at www.holcimelevate.com to review specific information regarding the assembly.

Storage

- Keep insulation dry at all times.
- Elevate insulation above the deck or ground.
- Cover insulation with waterproof tarps.

Precautions

- Polyiso foam will burn if exposed to a flame of sufficient heat and intensity. Keep away from heat, sparks, and open flames.
- Protect against dust that may be generated during installation.
- Refer to Safety Data Sheet (SDS) for additional information.
- Take care when transporting and handling Elevate insulation to avoid physical damage.

Specification Compliance

ASTM C1289, Type II, Class 1

UL Classified – UL1256

FM Class 1 Approved

Manufactured in an ISO 9001 Registered Facility

CAN/ULC-S704, Type 1, Class 3

LEED® Information

See Recycled Content in Typical Properties table.

Manufacturing Locations: Corsicana, TX

Jacksonville, FL

NOTE: Miami Dade Classified polyiso is only produced in the Jacksonville, FL facility.

***NOTE:** LEED® is a registered trademark of the U.S. Green Building Council.

NOTE: LEED® is a registered trademark of the U.S. Green Building Council



Typical Properties (Meets ASTM C 1289, Type II, Class 1)

Property	ASTM Test Method	Elevate Typical Performance
Compressive Strength	D1621	Grade 2: 20 psi (138 kPa) Grade 3: 25 psi (172 kPa) *
Density	D1622	2 pcf (32 kg/m ³)
Dimensional Stability	D2126	<2%
Moisture Vapor Transmission	E96	<1 perm (<57.5 ng/(Pa·s·m ²))
Water Absorption	C209	<1% by volume
Service Temperature	---	-100 to 250 °F (-73 to 121 °C)
Flame Spread	E84	Index 50
Smoke Development	E84	Index 160 - 180

*25 psi (172 kPa) available upon request.

Product Information

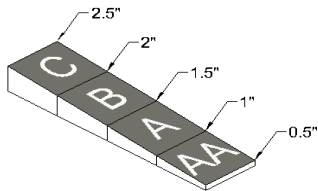
Thickness*		R-Value	Max Flute Span		Approximate Recycled Content		
inches	mm	**	inches	mm	Post-Consumer	Post Industrial	Total
0.5	12.70	2.9	1.50	38.10	52%	15%	67%
1.0	25.40	5.7	2.62	66.67	37%	15%	52%
1.1	27.94	6.3	2.62	66.67	36%	15%	51%
1.2	30.48	6.8	2.62	66.67	34%	15%	49%
1.3	33.02	7.4	3.67	93.34	32%	15%	47%
1.4	35.56	8.0	3.67	93.34	30%	15%	45%
1.5	38.10	8.6	4.37	111.12	29%	15%	44%
1.6	40.64	9.1	4.37	111.12	27%	15%	42%
1.7	43.18	9.7	4.37	111.12	26%	15%	41%
1.75	44.45	10.0	4.37	111.12	26%	15%	41%
1.8	45.72	10.3	4.37	111.12	25%	15%	40%
1.9	48.26	10.8	4.37	111.12	24%	15%	39%
2.0	50.80	11.4	4.37	111.12	24%	15%	39%
2.1	53.34	12.0	4.87	111.12	22%	15%	37%
2.2	55.88	12.6	4.37	111.12	21%	15%	36%
2.25	57.15	12.9	4.37	111.12	21%	15%	36%
2.3	58.42	13.2	4.37	111.12	21%	15%	36%
2.4	60.96	13.8	4.87	111.12	20%	15%	35%
2.5	63.50	14.4	4.37	111.12	20%	15%	35%
2.6	66.04	15.0	4.37	111.12	19%	15%	34%
2.7	68.58	15.6	4.87	111.12	18%	15%	33%
2.75	69.85	15.9	4.37	111.12	18%	15%	33%
2.8	71.12	16.2	4.37	111.12	18%	15%	33%
2.9	73.66	16.8	4.37	111.12	17%	15%	32%
3.0	76.20	17.4	4.37	111.12	17%	15%	32%
3.1	78.74	18.0	4.87	111.12	16%	15%	31%
3.2	81.28	18.6	4.37	111.12	16%	15%	31%
3.25	82.55	18.9	4.37	111.12	16%	15%	31%
3.3	83.82	19.2	4.37	111.12	16%	15%	31%
3.4	86.36	19.9	4.37	111.12	15%	15%	30%
3.5	88.90	20.5	4.37	111.12	15%	15%	30%
3.6	91.44	21.1	4.37	111.12	14%	15%	29%
3.7	93.98	21.7	4.37	111.12	14%	15%	29%
3.75	95.25	22.0	4.37	111.12	14%	15%	29%
3.8	96.52	22.3	4.37	111.12	14%	15%	29%
3.9	99.06	23.0	4.37	111.12	14%	15%	29%
4.0	101.60	23.6	4.50	114.30	14%	15%	29%
4.1	104.14	24.2	4.50	114.30	13%	15%	28%
4.2	106.58	24.9	4.50	114.30	13%	15%	28%
4.25	107.95	25.2	4.50	114.30	13%	15%	28%
4.3	109.22	25.5	4.50	114.30	13%	15%	28%
4.4	111.76	26.1	4.50	114.30	13%	15%	28%
4.5	114.3	26.8	4.50	114.30	13%	15%	28%

*Other thicknesses available upon request.

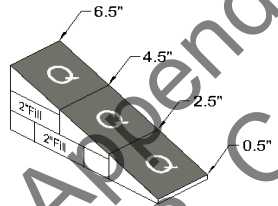
**R- values provide a 15-year time-weighted average in accordance with CAN/ULC-S770.

Tapered ISO 95+ GL (available sizes)

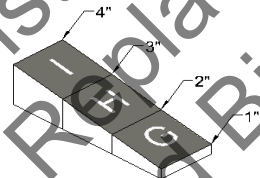
Panel Code	Min-Max Thickness		Slope	
	Inches	mm		
AA	0.5 – 1.0	13 – 25	⅛"/ft	1%
A	1.0 – 1.5	25 – 38	⅛"/ft	1%
B	1.5 – 2.0	38 – 51	⅛"/ft	1%
C	2.5 – 2.5	51 – 64	⅛"/ft	1%
G	1.0 – 2.0	25 – 51	¼"/ft	2%
H	2.0 – 3.0	51 – 76	¼"/ft	2%
I	3.0 – 4.0	76 – 102	¼"/ft	2%
X	0.5 – 1.5	13 – 38	¼"/ft	2%
Y	1.5 – 2.5	38 – 64	¼"/ft	2%
Z	2.5 – 3.5	64 – 89	¼"/ft	2%
Q	0.5 – 2.5	13 – 64	½"/ft	4%



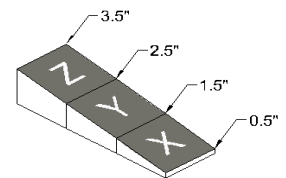
1/8"/ft. Tapered Section



1/2"/ft. Tapered Section



1/4"/ft. Tapered Section



1/4"/ft. Tapered Section

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Manufacturer

Georgia-Pacific Gypsum Georgia-Pacific Canada
133 Peachtree Street 2180 Meadowvale Boulevard, Suite 200
Atlanta, GA 30303 Mississauga, ON L5N 5S3
Technical Service Hotline: 1-800-225-6119

Description

DensDeck[®] Prime Roof Board has been enhanced to provide a broader compatibility and higher performance with roofing adhesives. Face mat enhancements allow adhesives to be applied more uniformly and consistently. In adhered, single ply membrane testing, enhanced DensDeck Prime demonstrated an average of 24% better bond than the original products, when using solvent based adhesives. (Average based on 60 sq.ft./gal coverage rates.)* Choose DensDeck Prime Roof Boards for adhered and self-adhered "peel & stick" roofing systems, as well as hot mopped, cold mastic and torch-applied modified bitumen roofs. Enhanced DensDeck Prime Roof Boards create a stronger and more economical installation by reducing the amounts of mastic or adhesive used and potentially eliminates the field primer. Consult with membrane manufacturer for actual priming requirements.

DensDeck Prime Roof Boards are the first and only fiberglass mat gypsum roof boards with a 90-day weather exposure limited warranty when applied vertically on a parapet wall. ** (Limited to 1/2" and 5/8" products only.)

Primary Uses

Roof system manufacturers and designers have found DensDeck Prime Roof Board to be compatible with many types of roofing systems, including: modified asphalt, single-ply, metal systems, recover board, as well as an overlayment for polyisocyanurate and polystyrene insulation. DensDeck Prime Roof Board can also be used as a form board for poured gypsum concrete deck in roof applications as well as a substrate for spray foam roofing systems. 1/2" (12.7 mm) and 5/8" (15.9 mm) DensDeck Prime Roof Board may also be used in vertical applications as a backer board or liner for the roof side of parapet walls.

DensDeck Prime Roof Board may allow the bonding of cold mastic modified bitumen and torching directly to the surface. *Consult with the system manufacturer for recommendations on this application.*

DensDeck Prime Roof Board is the preferred substrate for vapor retarders.

Standards and Code Approvals

DensDeck Prime Roof Boards are manufactured to meet ASTM C1177 and have the following approvals:

- Florida Product Approved
- Miami-Dade County Product Control Approved

Recommendations and Limitations

DensDeck Prime Roof Boards are manufactured to act with a properly designed roof system following good roofing practices. The actual use of DensDeck Prime Roof Board as a roofing component in any system or assembly is the responsibility of the roofing system's design authority. Consult with the appropriate system manufacturer and/or design authority for system and assembly specifications and instructions on applying other products to DensDeck Prime Roof Board. Georgia-Pacific does not warrant and is not responsible for any systems or assemblies utilizing DensDeck Prime Roof Board or any component in such systems or assemblies other than DensDeck Prime Roof Board.

The need for a separator sheet between the DensDeck Prime Roof Board and the roofing membrane must be determined by the roof membrane manufacturer or roofing system designer.

* Testing was done in accordance with FM approvals 4470, Appendix C: Small Scale Tests, Membrane Delamination Tests for Roofing Membranes and Substrates Using Tensile Loading.

** For complete warranty details, visit www.DensDeck.com. (Limited to 1/2" and 5/8" products only.)

Confirm any priming requirements with the membrane manufacturer. When applying solvent-based adhesives or primers, allow sufficient time for the solvent to flash off to avoid damage to roofing components.

DensDeck Prime Roof Boards should not be subjected to abnormal or excessive loads or foot traffic, such as, but not limited to, use on plaza decks or under steel-wheeled equipment that may fracture or damage the panels. Provide suitable roofing system protection when required.

When using DensDeck Prime Roof Boards for hot-mopped applications, Georgia-Pacific recommends maximum asphalt application temperatures of 425°F (218°C) to 450°F (232°C). Application temperatures above these recommended temperatures may adversely affect roof system performance. Consult and follow the roofing system manufacturer's specifications for full mopping applications and temperature requirements.

When using DensDeck Prime Roof Board as a substrate for torch applications, ensure that the product is dry and that the proper torching technique is used. Limit the heat to the DensDeck Prime Roof Board. Maintain a majority of the torch flame directly on the roll.

Conditions beyond the control of Georgia-Pacific, such as weather conditions, dew, leaks, application temperatures and techniques may cause adverse effects with roofing systems.

Handling and Use - CAUTION

This product contains fiberglass facings which may cause skin irritation. Dust and fibers produced during the handling and installation of the product may cause skin, eye and respiratory tract irritation. Avoid breathing dust and minimize contact with skin and eyes. Wear long sleeve shirts, long pants and eye protection. Always maintain adequate ventilation. Use a dust mask or NIOSH/MSHA approved respirator as appropriate in dusty or poorly ventilated areas.

Moisture Management

DensDeck Prime Roof Boards, like other components used in roofing systems, must be protected from exposure to moisture before, during and after installation.

Remove the plastic packaging from all DensDeck Prime Roof Board immediately upon receipt of delivery. Failure to remove the plastic packaging may result in entrapment of condensation or moisture. DensDeck Prime Roof Board stored outside must be stored level and off the ground and protected by a breathable waterproof covering. Provide means for air circulation around and under stored bundles of DensDeck Prime Roof Board. DensDeck Prime Roof Board must be covered the same day as installed.

Avoid application of DensDeck Prime Roof Boards during rain, heavy fog and any other conditions that may deposit moisture on the surface, and avoid the overuse of non-vented, direct-fired heaters during winter months. When roofing systems are installed on new poured concrete or light weight concrete decks or when re-roofing over an existing concrete deck, a vapor barrier should be installed above the concrete to retard the migration of water from the concrete into the roof assembly. Always consult the roofing system manufacturer or design authority for specific instructions for applying other products to DensDeck Prime Roof Boards.

Moisture vapor movement by convection must be eliminated, and the flow of water by gravity through imperfections in the roof system must be controlled. After a leak has occurred, no condensation on the upper surface of the system should be tolerated, and the water introduced by the leak must be dissipated to the building interior in a minimum amount of time.

Although DensDeck Prime Roof Boards are engineered with fiberglass facings and high density gypsum cores, the presence of free moisture can have a detrimental effect on the performance of the product and the installation of roofing membranes. For example, hot asphalt applications can blister; torched modified bitumen may not properly bond; and adhesives for single ply membranes may not dry properly.

Submittal Approvals

Job Name _____

continued →

Contractor _____

Date _____

Stamps / Signatures

Moisture accumulation may also significantly decrease wind uplift and vertical pull resistance in the system or assembly. DensDeck® Prime Roof Boards containing excessive free moisture content may need to be evaluated for structural stability to assure wind uplift performance.

Fire Resistance Classifications

DensDeck Prime Roof Boards are excellent fire barriers over combustible and noncombustible roof decks, including steel decks.

UL 790 Classification. DensDeck Prime Roof Boards have been classified by Underwriters Laboratories LLC (UL) for use as a fire barrier over combustible and noncombustible decks in accordance with the ANSI/UL 790 test standard. The UL classification includes a comprehensive Class A, B or C rating. For additional information concerning the UL 790 classification, consult the UL Certification Directory.

UL 1256 Classification. DensDeck Prime Roof Boards have also been classified by UL in roof deck constructions for internal (under deck) fire exposure in accordance with the ANSI/UL 1256 Steiner Tunnel test. For additional information concerning the UL 1256 classification, consult the UL Certification Directory.

FM Class 1 Approvals. DensDeck Prime Roof Boards are included in numerous roofing assemblies with a Factory Mutual (FM) Class 1 fire rating. 1/4" (6.4 mm) DensDeck Prime Roof Boards have passed testing under the FM Calorimeter Standard 4450

and have been approved by FM as such for insulated steel deck roofs when installed according to the conditions identified by FM. For more information concerning FM Approvals and FM Class 1 assemblies with DensDeck Prime Roof Boards, consult FM or RoofNav®.

Type X. 5/8" (15.9 mm) DensDeck® Prime Fireguard® Roof Boards are manufactured to meet the "Type X" requirements of ASTM C1177 for increased fire resistance beyond regular gypsum board.

UL Fire Resistance Ratings. 5/8" (15.9 mm) DensDeck Prime Fireguard Roof Boards are designated as **Type DD** by UL and included in assembly designs investigated by UL for hourly fire resistance ratings. 5/8" (15.9 mm) DensDeck Prime Fireguard Roof Boards may also replace any unclassified 5/8" (15.9 mm) gypsum board in an assembly in the UL Fire Resistance Directory under the prefix "P".

Flame Spread and Smoke Developed. When tested in accordance with ASTM E84, DensDeck Prime Roof Boards had Flame Spread 0, Smoke Developed 0.

Wind Uplift

DensDeck Prime Roof Boards are included in numerous assemblies evaluated by FM or other independent laboratories for wind uplift performance. For information concerning such assemblies, please visit www.roofnav.com.

Physical Properties

Properties	1/4" (6.4 mm)	1/2" (12.7 mm)	5/8" (15.9 mm)
Thickness, nominal	1/4" (6.4 mm) ± 1/16" (1.6 mm)	1/2" (12.7 mm) ± 1/32" (.8 mm)	5/8" (15.9 mm) ± 1/32" (.8 mm)
Width, standard	4' (1219 mm) ± 1/8" (3 mm)	4' (1219 mm) ± 1/8" (3 mm)	4' (1219 mm) ± 1/8" (3 mm)
Length, standard	4' (1219 mm) and 8' (2438 mm) ± 1/4" (6.4 mm)	4' (1219 mm) and 8' (2438 mm) ± 1/4" (6.4 mm)	4' (1219 mm) and 8' (2438 mm) ± 1/4" (6.4 mm)
Weight, nominal, lbs./sq. ft. (Kg/m²)	1.2 (5.9)	2.0 (9.8)	2.5 (12.2)
Surfacing	Fiberglass mat with non-asphaltic coating	Fiberglass mat with non-asphaltic coating	Fiberglass mat with non-asphaltic coating
Flexural Strength¹, parallel, lbf. min. (N)	≥40 (78)	≥80 (356)	≥100 (444)
Flute Spanability²	2-5/8" (66.7 mm)	5" (127 mm)	8" (203 mm)
Permeance³, perms (ng/Pa•S•m²)	>30 (>1710)	>23 (>1300)	>17 (>970)
R Value⁴, ft²•°F•hr/BTU (m²•K/W)	.28	.56	.67
Linear Variation with Change in Temp., in/in °F (mm/mm/°C)	8.5 x 10⁻⁶ (15.3 x 10⁻⁶)	8.5 x 10⁻⁶ (15.3 x 10⁻⁶)	8.5 x 10⁻⁶ (15.3 x 10⁻⁶)
Linear Variation with Change in Moisture	6.25 x 10⁻⁶	6.25 x 10⁻⁶	6.25 x 10⁻⁶
Water Absorption⁵, % max	5	5	5
Compressive Strength⁶, psi nominal	900	900	900
Surface Water Absorption, grams, nominal	1.0	1.0	1.0
Flame Spread, Smoke Developed (ASTM E84)	0/0	0/0	0/0
Bending Radius	4' (1219 mm)	6' (1829 mm)	8' (2438 mm)

1. Tested in accordance with ASTM C473 method B.

2. Tested in accordance with ASTM E661.

3. Tested in accordance with ASTM E96 (dry cup method).

4. Tested in accordance with ASTM C518 (heat flow meter).

5. Specified values per ASTM C1177.

6. Tested in accordance with ASTM C473.



U.S.A. Georgia-Pacific Gypsum LLC
 Georgia-Pacific Gypsum II LLC
 Canada Georgia-Pacific Canada LP

SALES INFORMATION AND ORDER PLACEMENT

U.S.A. West: 1-800-824-7503
 Midwest: 1-800-876-4746
 South Central: 1-800-231-6060
 Southeast: 1-800-327-2344
 Northeast: 1-800-947-4497

CANADA Canada Toll Free: 1-800-387-6823
 Quebec Toll Free: 1-800-361-0486

TECHNICAL INFORMATION

U.S.A. and Canada: 1-800-225-6119, www.gpgypsum.com

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SUBSTITUTION REQUEST FORM

(PRE-BID) SEND TO:
AMANDA BEILFUSS
SR. PURCHASING AGENT
CITY OF FAYETTEVILLE
113 W. MOUNTIAN STREET
FAYETTEVILLE, AR 72701
PHONE: 479-575-8220

(POST-BID) SEND TO:
BEN CRUCE
PROJECT ARCHITECT
WER ARCHITECTS
112 W. CENTER STREET, SUITE 410
FAYETTEVILLE, AR 72701
PHONE: 479-966-4477

SECTION: 07 5216 - 5 PARAGRAPH: 1 SPECIFIED ITEM:

T □ □ □ □ □ □ P □ □ □ □ □ □ □ □ P □ □ □ □ □ □ S □ □ □ □ □ □
□ □ □ P □ □ □ □ □ □ □ □ P □ □ □ □ □ □ FR PROPOSED
SUBSTITUTE: T □ □ □ □ □ □ P □ □ □ □ □ □ □ □ 200
S □ □ □ □ □ □ □ □ T □ □ □ □ □ □ □ □ P □ □ □ □ □ □ □ □
S □ □ □ □ □ □ □ □ FR.

ATTACH, COMPLETE DESCRIPTION, DESIGNATION, CATALOG OR MODEL NUMBER, SPEC DATA SHEET, AND OTHER TECHNICAL DATA, INCLUDING LABORATORY TESTS IF APPLICABLE.

ANSWER THE FOLLOWING QUESTIONS:

WILL SUBSTITUTION AFFECT DIMENSIONS INDICATED ON DRAWINGS? IS THE SIZE DIFFERENT PHYSICAL SIZE? NO

WILL SUBSTITUTION AFFECT WIRING, PIPING, DUCTWORK, ETC. INDICATED ON DRAWINGS? THIS INCLUDES LOWER OR HIGHER ELECTRICAL LOAD AND/OR VOLTAGE; DIFFERENT BTU HEAT LOAD AND/OR OR VENTING; REQUIRED CLEARANCES, ETC.

WHAT AFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES? NO

LIST ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM:

The listed substitute from Tremco is a Premium System and not equal to the base bid Siplast 20/30 system. Tremco has other modified systems that would be more equal to the base bid such as the Powerply 200 Smooth which exceeds the performance criteria of the specified base sheet and the Powerply Standard FR.

IF NECESSARY, WILL THE UNDERSIGNED PAY FOR ARCHITECTS/ENGINEER'S COSTS, REQUIRED TO REVISE WORKING DRAWINGS, THAT ARE CAUSED BY SUBSTITUTION? Revised Drawings will not be necessary.

MANUFACTURER'S WARRANTY OF PROPOSED ITEMS ARE ☒ SAME ☐ DIFFERENT
PROPOSED COST SAVINGS USING SUBSTITUTION PRODUCT:

REVIEW COMMENTS:

☒ APPROVED

☐ APPROVED AS NOTED (SEE ATTACHED EXPLANATION)

☐ NOT APPROVED / REJECTED

☐ REJECTED / RECEIVED TOO LATE / NOT REVIEWED

REMARKS: _____ REVIEWED BY: Ben Cruce

City of Fayetteville, AR – City Hall -Re-Roof

Current specification performance criteria

a. Base ply Paradiene 20

- 1) Thickness : **91 mils** ASTM D5147)
- 2) Low temperature flexibility @ **-15°F** (-26°C): PASS (ASTM D5147)
- 3) Ultimate Elongation (avg.) @ 73°F (23°C): **50%** (ASTM D5147)
- 4) High Temperature Stability (min): 250F (121C) (ASTM D 5147)
- 5) Confirmation that the membrane material is a homogenous SBS blend composition without the use of oxidized asphalt as a carrier saturant
6. Tear Strength ASTM D 5147 **40 lbs.**
7. Tear Strength or Peak Load ASTM D 5147 @ 0 Degrees **70 lbs.**

Proposed Substitute

94 mils.
-40°F
55% MD and 65% XMD
160 lbs.
145 lbs.

b. Finish ply Paradiene 30 FR

- 1) Thickness min: **94 mils (2.4 mm)** (ASTM D 5147)
- 2) Low temperature flexibility @ **-15°F** (-26C): PASS (ASTM D 5147)
- 3) Ultimate Elongation (avg.) @ 73°F (23°C): **55%** (ASTM D5147)
- 4) High Temperature Stability (min): 250F (121C) (ASTM D 5147)
- 5) Granule Embedment (max loss): 2.0 grams per sample (ASTM D 5147)
- 6) Confirmation that the membrane material is a homogenous SBS blend composition without the use of oxidized asphalt as a carrier saturant
7. Tear Strength ASTM D 5147 **40 lbs.**

Proposed Substitute

130 mils or 3.3 mm.
- 15 F
7.9%
104 lbs.

Tremco proposes to allow the Powerply 200 Smooth be acceptable as the base sheet and the Powerply Standard FR be acceptable as the finish ply sheet.

These sheets are more more in line with the base specification than the Tremco Premium Smooth and Premium FR that is listed in the specs as acceptable substitutes.

If you notice the performance characteristics listed above I believe the City will find the proposed base ply and finish ply exceeds the performance standards.

Please accept our proposed substitution request.

Thanks,

Josh Wegenka

Field Advisor

Tremco Inc.

POWERply® Standard FR

A Fire Rated Granule Surfaced Modified Bitumen Membrane

FEATURES

Polymer modified asphalt

Fiberglass reinforced

Fire resistant

Factory applied surfacing

UL Classified



BENEFITS

- Resists thermal shock and splitting
- Strong yet pliable to resist tears and splits
- Meets building codes and insurance requirements
- Saves job site labor and application errors
- Fire Protection

DESCRIPTION

POWERply® Standard FR is a granule surfaced weathering membrane with fire resistant characteristics. It consists of specially selected bitumens, modified with compatible SBS elastomers and a glass reinforcing mat and is surfaced with an embedded layer of factory applied granules. POWERply Standard FR is also asbestos free. POWERply Standard FR was formerly known as THERM MB LTD. POWERply Standard FR exceeds ASTM D 6163, Type I, Grade G.

BASIC USES

POWERply Standard FR is designed for application in both hot and cold applied roof systems where a granule surfaced membrane is desired. POWERply Standard FR has a fire rating of Class A.

Refer to UL Roofing Materials & Systems Directory and/or FM Approvals RoofNav® for applicable roof system configurations.

DIMENSIONS

Available in 3.3mm (130mils) thick, 3' (0.91m) wide rolls, 100 square foot (9.29m²) per roll as applied. Approximate roll weight is 101 lbs. (45.8 kg). Available in pallets only.

COLOR

The factory applied granule surfacing is available in white, tan, and black. Other colors, such as red, blue, and green are also available. Contact your local Tremco Representative for additional details.

APPLICATION

General Application Data: Roof replacement usually involves more complexities than new construction roofing. Often encountered are situations such as rusted/deteriorated decks, rotted wood components, rooftop equipment which cannot be moved or shut down, and numerous other conditions.

The following application information is designed to serve as a general guide. Your local Tremco Representative will prepare detailed specifications based upon your roof's conditions.

Structural deck: Must be properly designed and structurally sound.

Drainage: Ponding conditions are unacceptable and will adversely affect performance of any roofing system. If positive drainage does not exist, water removal must be facilitated by lowering drains, and/or installing additional drains, tapered insulation, or a Tremco approved lightweight cellular insulating concrete slope system.

Insulation: Insulation must be dry and kept dry. No more insulation shall be installed than can be covered that day.

Installation Procedures: According to job specifications, prepare the surface to be covered:

- Replace areas of wet insulation, deteriorated deck and wood components.
- Install roof insulation or nailed base sheet and multi-ply base ply system.

Cold Process POWERply Standard FR: For application in cold process adhesive, cut POWERply Standard FR in 16 to 18' (4.9-5.5 m) lengths maximum. Allow lengths to relax. Above 55°F (13°C): 30 minutes minimum. Below 55°F (13°C): 60 minutes minimum.

POWERply® Standard FR

APPLICATION

CONTINUED

Hot applied POWERply Standard FR: THERMastic, THERMastic 80, and Premium IV Asphalt are recommended as adhesives for POWERply Standard FR. Hot applied modified bitumen membranes require special application techniques under cool ambient temperatures and/or moderate wind conditions. Consult your local Tremco Representative for specific recommendations.

Application: Plan the placement of POWERply Standard FR to ensure that water flows over or along, but not against, the exposed edges.

Starting at the low point of the roof, apply a uniform and continuous application of adhesive according to specifications. Embed ply sheets as specified. Avoid walking on plies during placement.

Place POWERply Standard FR in a uniform and continuous application of adhesive. Press the membrane into the adhesive using a minimum 75 pound weighted roller to assure full contact of the back of the membrane into the adhesive. Lap selvage 4" (100mm) minimum; end laps 6" (150mm) minimum. Offset laps from base laps. Stagger ends 36" (1m) minimum. To assure complete and uniform adhesion, adhesive should exude past lap edges. Install flashings as specified.

- Not intended to perform under ponding conditions. Positive drainage required.
- Not to be exposed to solvents, oils, or other contaminants harmful to asphaltic materials.
- Backnail on roofs with slopes 2:12 (2" per foot) (16.6%) or greater.

LIMITATIONS

PHYSICAL PROPERTIES

PROPERTY	TYPICAL VALUE	TEST METHOD
Thickness	0.130 in. (3.3 mm)	ASTM D5147
Tensile Strength @ 0°F (-18°C)	120 lbf/in. MD (21kN/m), 115 lbf/in. XMD (20kN/m)	ASTM D5147
Elongation @ 0°F (-18°C)	2.6% MD, 2.5% XMD	ASTM D5147
Tensile Strength @ 77°F (25°C)	81 lbf/in MD (14.1kN/m), 76 lbf/in XMD (13.2 kN/m)	ASTM D5147
Elongation @ 77°F (25°C)	MD 7.7%, XMD 7.9%	ASTM D5147
Tear Strength @ 77°F (25°C)	104 lbf MD (462N), 108 lbf XMD (480N)	ASTM D5147
Low Temperature Flex	-15°F (-26°C)	ASTM D5147
Dimensional Stability	pass	ASTM D5147
Compound Stability at 215°F (102°C)	pass	ASTM D5147
Puncture resistance	70 lbf (310N)	ASTM E 154

MAINTENANCE

Your local Tremco Roofing sales representative can provide you with effective maintenance procedures which may vary, depending upon specific conditions. Periodic inspections, early repairs and preventative maintenance are all part of a sound roof program.

PRECAUTIONS

Users must read container labels and Safety Data Sheets for health and safety precautions prior to use.

TECHNICAL SUPPORT

Your local Tremco Roofing sales representative, working with the Technical Service Staff, can help analyze conditions and needs to develop recommendations for special applications.



Roofing & Building Maintenance

www.tremcoroofing.com

3735 Green Road
Beachwood, Ohio 44122
1.800.852.6013

220 Wicksteed Avenue
Toronto, Ontario, M4H 1G7
1.800.668.9879

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POWERply® Endure® 200 Smooth

Smooth Surfaced, High Elongation, Polyester Reinforced
SBS Modified Bitumen Membrane

FEATURES

SBS elastomer enhanced with Reactive Enhanced Terpolymer (RET) and Thermoplastic Polyurethane (TPU)

Roof ID™ chip embedded into each roll

UL Classified

BENEFITS

Improves durability of the modified bitumen blend

Capability to identify the membrane and its QC data over the life of the roof system

Fire Protection



DESCRIPTION

POWERply Endure 200 Smooth is an asbestos free, smooth surfaced, modified bitumen membrane. It consists of specially selected bitumens, modified with SBS rubber along with RET and urethane high performance elastomers and reinforced with a non-woven polyester fabric. This product exceeds the requirements of ASTM D 6164, Type I, Grade S and CSA A123.23, Type B, Grade 3. POWERply Endure 200 Smooth roof systems are fire rated by Underwriters Laboratories for an exterior fire hazard. Refer to UL Roofing Materials and Systems Directory for applicable system configurations.

BASIC USES

POWERply Endure 200 Smooth is designed for roof membrane and flashing applications in hot applied asphalt adhesives over multi-ply systems where a high strength, polyester reinforced, smooth surface membrane is desired. In addition, POWERply Endure 200 Smooth is suitable for application in cold process modified bitumen systems and flashings.

PACKAGING

POWERply Endure 200 Smooth is a 2.4mm (94 mil) thick membrane. A roll covers 150 sq. ft. (13.9 m²) when applied, with roll dimensions of 39-3/8" x 51'6" (1m x 15.7m), and weighs approximately 100 lbs (45.3 kg).

POWERply Endure 200 Smooth is available in pallets only, with 20 rolls per pallet.

APPLICATION

According to job specifications, prepare the surface to be covered:

Replace areas of wet insulation, deteriorated deck and wood components.

Install roof insulation or nailed base sheet and multi-ply base ply system.

Plan the placement of POWERply Endure 200 Smooth to ensure that water flows over or along, but not against, the exposed edges. Starting at the low point of the roof, apply adhesive uniformly and continuously according to specifications. Embed the ply sheet(s) as specified. Avoid walking in plies during the placement.

For cold process applications, cut the POWERply Endure 200 Smooth in 16' to 18' (4.9 to 5.5 m) lengths, maximum. Allow lengths to relax for the following time length prior to installation:

Above 55° F (13° C): 30 minutes

Below 55° F (13° C): 60 minutes

For hot applications, the adhesive temperature must be at the EVT or 425° F (218° C) at the point of application, whichever is greater. THERMastic, THERMastic 80, and Premium IV Asphalt are recommended as hot applied adhesives of POWERply Endure 200 Smooth. Hot applied modified bitumen membranes require special application techniques under cool ambient temperatures and/or moderate wind conditions. Consult your local Tremco Roofing sales representative for specific recommendations.

POWERply® Endure® 200 Smooth

APPLICATION CONTINUED

Place the POWERply Endure 200 Smooth in a uniform and continuous application of adhesive. For cold process applications, press the membrane into the adhesive using a weighted roller 35-75 lbs. (16-34 kg.) to assure full contact of the back of the membrane into the adhesive.

Side laps 4" (102 mm) minimum; end laps 6" (152 mm) minimum. Hot air welding of laps is acceptable. Offset membrane laps from the base membrane laps. Stagger end laps at least 36" (914 mm). Install flashing as specified.

COVERAGE RATES

Hot melt interply application rate: 25 lbs/ 100ft² (1.24 kg/m²). Cold process interply application rate: 2 gal/SQ (0.8 L/m²)

LIMITATIONS

- Not intended to perform under ponding conditions. Positive drainage required.
- Not to be exposed to solvents, oils, or other contaminants harmful to asphaltic materials
- Backnail on roofs with slopes 2:12 (2" per foot) (16.6%) or greater
- Not intended for phased construction

PHYSICAL PROPERTIES

PROPERTY	TYPICAL VALUE	TEST METHOD
Thickness	2.4 mm (94 mils)	ASTM D 5147
Tensile Strength @ 0°F (-18°C)	145 lbf/in MD (25.3 kN/M) 120 lbf/in XMD (21.0 kN/M)	ASTM D 5147
Elongation @ 0°F (-18°C)	50% MD 50% XMD	ASTM D 5147
Tensile Strength @ 77°F (25°C)	130 lbf/in MD (22.6 kN/M) 110 lbf/in XMD (19.2 kN/M)	ASTM D 5147
Elongation @ 77°F (25°C)	55% MD 60% XMD	ASTM D 5147
Tear Strength @ 77°F (25°C)	160 lbf MD (711 N) 130 lbf XMD (578 N)	ASTM D 5147
Low Temp Flex	-40° F (-40° C)	ASTM D 5147
Dimensional Stability	pass	ASTM D 5147
Compound Stability @ 215°F (102°C)	pass at 302° F (150° C)	ASTM D 5147

PRECAUTIONS

Users must read container labels and Safety Data Sheets for health and safety precautions prior to use.

TECHNICAL SUPPORT

Your local Tremco Representative, working with the Technical Service Staff, can help analyze conditions and needs to develop recommendations for special applications. The services of the Tremco Research Center, which has earned a unique reputation in weatherproofing technology, complement and extend the service of the Tremco Service Staff.



www.tremcoroofing.com
3735 Green Road
Beachwood, Ohio 44122
1.800.852.6013

220 Wicksteed Avenue
Toronto, Ontario, M4H 1G7
1.800.668.9879

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0422

Bid 23-42, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Monday, October 23, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-42, Construction – City Hall Roof Replacement

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. **BID DEADLINE:** THE BID DEADLINE HAS BEEN EXTENDED. ALL BIDS SHALL BE SUBMITTED BY 3:00 PM ON THURSDAY, NOVEMBER 2, 2023.

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

Bid 23-42, Addendum 3



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, October 26, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-42, Construction – City Hall Roof Replacement

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. Questions: The following questions have been received and answered by the corresponding department:
 - a. Question: Regarding Page 2, "Roof Scope of Work", Note 6; it states, "Provide Crickets at ¼" per foot slope if and where required for positive drainage". The current roof slope is ½" slope, so having a ¼" Cricket around the mechanical units doesn't create positive drainage. Does the City still want the ¼" Crickets?
 - i. Answer: The Contractor shall provide crickets as required to achieve positive drainage. Please disregard the language including the measurement of ¼".
 - b. Question: Is this project Tax Exempt?
 - i. Answer: No, the City of Fayetteville is not Tax Exempt.
 - c. Question: Regarding the new Bird Spikes that are getting installed; are the new spikes to be installed where the existing ones are or are the new spikes to be installed on the entire stone coping?
 - i. Answer: Please omit bird spikes from scope of work. Please disregard any language regarding Contractor installing bird spikes.
 - d. Question: Regarding the existing Roof Hatch area; there isn't a Ladder-Up post installed on the existing interior ladder. Does the City want the Contractor to install a new Ladder-Up post on the existing interior ladder?
 - i. Answer: No, a new Ladder-Up post shall not be installed.
 - e. Question: Regarding the New Skylight getting installed, is the Contractor allowed to set up a ladder inside the building to take down the interior protection needed for the skylight?
 - i. Answer: Yes, the City will work with the contractor to allow them access to provide the full scope of services, in a safe manner that does not disrupt normal operations in City Hall.

Bid 23-42, Addendum 4



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, November 2, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-42, Construction – City Hall Roof Replacement

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. **BID DEADLINE:** THE BID DEADLINE HAS BEEN EXTENDED. ALL BIDS SHALL BE SUBMITTED BY 3:00 PM ON TUESDAY, NOVEMBER 7, 2023.

***We will be issuing addendum 5 with more information regarding modifications to the bid.*

Appendix A
Bid 23-42, Construction -
City Hall Roof Replacement
City Issued Bid

Bid 23-42, Addendum 5



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, November 2, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-42, Construction – City Hall Roof Replacement

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. Specifications: The following revisions/additions have been made to the Specifications:
 - a. Section 00 0110 – Table of Contents (see Attachment A):
 - i. Section 01 2300 – Alternates added
 - ii. Section 07 5400 – Thermoplastic Membrane Roofing added
 - b. Section 01 2300 – Alternates (see Attachment B):
 - i. Entire section added
 - c. Section 07 0150.19 – Preparation for Re-roofing (see Attachment C):
 - i. Entire section added
 - d. Section 07 5216 – Styrene Butadiene Styrene Modified Bituminous Membrane (see Attachment D):
 - i. Revised roof insulation information, section 2.07
 - e. Section 07 5400 – Thermoplastic Membrane Roofing (see Attachment E):
 - i. Entire section added
 - f. Section 07 6200 – Sheet Metal Flashing and Trim (see Attachment F):
 - i. Revised counter flashing information, section 2.04
2. Plan Sheets/Drawings: The following revisions have been made to the Plan Sheets/Drawings:
 - a. A0.00 – Cover Page (see Attachment G)
 - i. Revised sheet index to include detail sheet for deductive alternate #1
 - b. A1.01 – Roof Plan (see Attachment H)
 - i. Note added for deductive alternate #1
 - ii. Typical parapet detail added
 - c. A1.07 – Typ Roof Details – Alternate #1 (see Attachment I)
 - i. Details added for deductive alternate #1, TPO roofing system

3. Line Item Pricing: An additional line item has been added to include Deductive Alternate #1.
4. Questions: The following questions have been received and answered by the corresponding department:
 - a. Question: Since this scope of work is for a roof replacement, is the infra-red scan still required?
 - i. Answer: No, the infra-red scan is not required for this project.
5. Substitutions:
 - a. The base sheet submitted in the Elevate SBS roofing system substitution is not an equal product to the specified base sheet. In lieu of the Elevate SBS Poly Base Sheet, please provide the Elevate SBS PREMIUM Poly Base Sheet (see Attachment J).
6. Addendum Attachments
 - a. Attachment A – Section 00 0110
 - b. Attachment B – Section 01 2300
 - c. Attachment C – Section 07 0150.19
 - d. Attachment D – Section 07 5216
 - e. Attachment E – Section 07 5400
 - f. Attachment F – Section 07 6200
 - g. Attachment G – A0.00 Cover Page
 - h. Attachment H – A1.01 Roof Plan
 - i. Attachment I – A1.07 Typ Roof Details – Alternate #1
 - j. Attachment J – Elevate SBS Premium Poly Sheet

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07 4213 - Metal Wall Panels

07 5216 - Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing

07 5400 - Thermoplastic Membrane Roofing

07 6200 - Sheet Metal Flashing and Trim

07 9200 - Joint Sealants

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END OF SECTION

SECTION 01 2300
ALTERNATES

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Description of Alternates.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Deductive Alternate No.1
In lieu of the modified bitumen roofing system provide a fully adhered TPO roofing system.
See section 07 5400.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Appendix A
Bid 23-42, Construction
City Hall Roof Replacement
City Issued Bid

SECTION 07 0150.19 PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of existing roofing system in preparation for entire new roofing system.
- B. Removal of existing flashing and counterflashings.

1.02 RELATED REQUIREMENTS

- A. Section 07 5216-Styrene Butadiene Styrene Modified Bituminous Membrane Roofing
- B. Section 07 5400 - Thermoplastic Membrane Roofing.
- C. Section 07 6200 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 REFERENCE STANDARDS

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Attendees:
 - a. Architect.
 - b. Contractor.
 - c. Owner.
 - d. Installer.
 - e. Roofing system manufacturer's field representative.
 - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
 - a. Removal and installation schedule.
 - b. Necessary preparatory work.
 - c. Protection before, during, and after roofing system installation.
 - d. Removal of existing roofing system.
 - e. Installation of new roofing system.
 - f. Temporary roofing and daily terminations.
 - g. Transitions and connection to and with other work.
 - h. Inspections and testing of installed systems.
- C. Schedule work to coincide with commencement of installation of new roofing system.

1.05 QUALITY ASSURANCE

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least three years of documented experience.
 - 1. Comply with removal and disposal regulations of local authorities having jurisdiction (AHJ)
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.07 FIELD CONDITIONS

- A. Existing Roofing System: EPDM single-ply roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.

- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.
- E. Owner will occupy building areas directly below re-roofing area.
 - 1. Provide Owner with at least 72 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
 - 2. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. Refer to following sections for additional information on components relating to this work:
 - 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, refer to Section:
 - a. 07 5216-Styrene Butadiene Styrene Modified Bituminous Membrane Roofing
 - b. 07 5400-Thermoplastic Membrane Roofing.
 - 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, refer to Section 07 6200 for material requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Remove roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets.
- D. Remove insulation and fasteners, cant strips, blocking.
- E. Repair existing wood deck surface as needed to provide smooth working surface for new roof system.

3.04 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, refer to Sections listed below for additional requirements.
 - 1. 07 5216-Styrene Butadiene Styrene Modified Bituminous Membrane Roofing
 - 2. 07 5400-Thermoplastic Membrane Roofing.

3.05 PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Provide for surface drainage from sheeting to existing drainage facilities.
- C. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION

SECTION 07 5216 STYRENE BUTADIENE STYRENE MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The project plans, details and general Contract requirements apply to this Section.

1.02 SUMMARY

- A. Items Included:
1. Roof insulation.
 2. Cover panel.
 3. SBS modified bituminous membrane roofing.
 4. Walktread.
- B. Related Sections:
1. Section 06 10 00 "Rough Carpentry" for roof mounted curbs, roofing nailers, concealed wood blocking, and roof sheathing.
 2. Section 07 62 00 "Sheet Metal Flashing and Trim" for metal flashings, counter flashings & reglets.
 3. Section 07 92 00 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.03 REFERENCES

- A. National Roofing Contractors Association
- B. OSHA: Occupational Safety and Health Administration
SMACNA: Sheet Metal and Air Conditioning Contractors National Association
UL: Underwriters Laboratories
- C. SMACNA: Sheet Metal and Air Conditioning Contractors National Association
- D. UL: Underwriters Laboratories

1.04 PREINSTALLATION MEETINGS

- A. Pre-installation Roofing Conference at Jobsite. Hold a meeting with the Owner, Construction Manager, Architect, Roofing Contractor, Roofing Manufacturer's Representative, and other applicable trades to discuss the means and methods related to roofing installation. The Roofing Contractor shall examine the substrate that will receive the specified roofing materials and confirm its suitability for attachment of the specified roofing system.

1.05 DESCRIPTION OF WORK

- A. Project Type: Tear-off
- B. Deck: Wood
- C. Slope: 1/2 inch per foot
- D. Insulation - Base Layers: Two layers of Paratherm by Siplast, each having a thickness of 2 inches, mechanically attached.
- E. Cover Panel: DensDeck Prime supplied by Siplast, having a thickness of 1/2 inch, applied in Parafast Insulation Adhesive.
- F. Roof System: Paradiene 20, applied in PA-311 R Adhesive;
- G. Paradiene 30 FR, applied in PA-311 R Adhesive.
- H. Flashing System: Veral Aluminum, torch applied.
- I. Supplemental Flashing System: Parapro 123 Flashing System.

1.06 SUBMITTALS

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A. Submittals Prior to Project Start

1. The primary roofing materials must be available at the jobsite a minimum of 2 weeks prior to project start. The designer shall randomly select two rolls each of the proposed base and finish plies for empirical confirmation by an independent testing lab of the following physical/mechanical properties. Substandard test materials that do not meet the physical/mechanical properties listed below shall be considered representative of the entire lot of material provided. At no additional cost to the owner the substandard materials must be removed from the job site and replaced by the contractor with a different manufacturer's products that meet the specified requirements.
 - a. Base ply
 - 1) Thickness (avg): 91 mils (2.3 mm) (ASTM D5147)
 - 2) Low temperature flexibility @ -15°F (-26°C): PASS (ASTM D5147)
 - 3) Ultimate Elongation (avg.) @ 73°F (23°C): 50% (ASTM D5147)
 - 4) High Temperature Stability (min): 250F (121C) (ASTM D 5147)
 - 5) Confirmation that the membrane material is a homogenous SBS blend composition without the use of oxidized asphalt as a carrier saturant
 - b. Finish ply
 - 1) Thickness at selvage (coating thickness) (min): 94 mils (2.4 mm) (ASTM D 5147)
 - 2) Low temperature flexibility @ -15°F (-26°C): PASS (ASTM D 5147)
 - 3) Ultimate Elongation (avg.) @ 73°F (23°C): 55% (ASTM D5147)
 - 4) High Temperature Stability (min): 250F (121C) (ASTM D 5147)
 - 5) Granule Embedment (max loss): 2.0 grams per sample (ASTM D 5147)
 - 6) Confirmation that the membrane material is a homogenous SBS blend composition without the use of oxidized asphalt as a carrier saturant

1.07 RELATED WORK

- A. On masonry surfaces, apply a parge coat to rough concrete block and brick walls prior to the application of the specified bituminous aluminum surfaced flashing sheet.
- B. Apply the specified liquid flashing system on the stone coping cap, terminating at the outer horizontal edge of the coping, and lapping 4 inches onto the top edge of the specified bituminous aluminum- surfaced flashing sheet. Gently score the foil surfacing 4 inches below the top edge of the specified bituminous flashing sheet where it terminates beneath the concrete coping cap, taking care not to cut into the underlying bituminous membrane or carrier mat. Using a torch, heat and remove the foil to expose the top 4 inches of the underlying bituminous membrane to receive the specified liquid resin flashing.

1.08 INFORMATIONAL SUBMITTALS

- A. Qualification Data:
 1. Installer: Submit written confirmation that they have a minimum of 2 years of experience in successfully installing the same or similar roofing materials and be certified in writing by the roofing materials manufacturer to install the primary roofing products.
 2. Manufacturer: Submit written confirmation that the manufacturer of the primary roofing products has been successfully producing the specified types of primary products for not less than 10 years with a consistent composition for a minimum of 5 years.
- B. System Qualification:
 1. Intent to Warrant Letter: Submit a signed letter on the roof membrane manufacturer's letterhead, confirming that specified roofing system complies with the guarantee requirements indicated in Part 1.12 and the criteria indicated in Part 2.2 Roof Membrane Sheet Materials.

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2. Cyclic Fatigue: Submit confirmation that the proposed roof system will pass 500 cycles of ASTM D5849 Resistance to Cyclic Joint Displacement (fatigue) at 14°F (-10°C), and 200 cycles after heat conditioning (performed in accordance with ASTM D5147), showing no signs of membrane cracking or interply delamination.
3. Sample Guarantee: Submit a sample copy of the manufacturer's proposed Guarantee.

1.09 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Submit the manufacturer's care and maintenance guide.
- B. Executed Guarantee: Provide the Owner with an executed version of the specified guarantee.

1.10 QUALITY ASSURANCE

- A. Fire Rating: Submit evidence of exterior fire-test exposure by an approved third-party testing agency in accordance with ASTM E108 or UL 790 guidelines.
 1. Class A

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Storage: Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing manufacturer.
 1. Protect stored liquid material from direct sunlight, heat, open fire, ignition sources, oxidizing agents, strong acids, and strong alkalis.
 2. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protection: Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Comply with the insulation manufacturer's written instructions for handling, storing, and protecting materials during installation.
- D. Handling: Handle and place roofing materials and equipment in a manner to avoid permanent deflection of deck.

1.12 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing to be installed in accordance with manufacturer's written instructions and warranty requirements.
- B. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces throughout this project.
- C. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.
- D. Site Condition: Complete, to the owner's satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction.
- E. Torch Safety: Crew members handling torches shall be trained by an Authorized Certified Roofing Torch Applicator (CERTA) Trainer, be certified according to CERTA torch safety guidelines as published by the National Roofing Contractors Association (NRCA), and follow torch safety practices as required by the contractor's insurance carrier. Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas during roof construction activity, and for the minimum period required by CERTA guidelines after roofing material application has been suspended for the day.

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1.13 GUARANTEE

- A. Manufacturer's Guarantee: Provides that the Manufacturer will repair leaks through the covered roofing materials due to material or workmanship defects, subject to certain exclusions, during the specified time period. Refer to guarantee for complete coverage and restrictions.
 - 1. The Guarantee shall provide coverage for the roofing membrane, base flashings, roof insulation, fasteners, insulation adhesive, and cover panel. The Guarantee shall be non-prorated and contain no deductibles or limitations on coverage amount.
 - 2. Guarantee Period: 20 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing contractor's warranty signed by the Installer, including all components of the roofing and insulation system for the following warranty period:
 - 1. Warranty Period: 2 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer: A roof system by the following manufacturer is approved for application.
 - 1. Siplast, Inc.

2.02 ROOFING MEMBRANE SHEET MATERIALS

- A. Base Ply: An ASTM D6163, Type I, Grade S homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with SBS modified bitumen blend and dusted with a fine silica parting agent on both sides. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen. The base ply shall possess waterproofing capability, such that a phased roof application can be achieved for prolonged periods of time without detriment to the watertight integrity of the entire roof system and possess the following physical/mechanical properties.
 - 1. Paradiene 20 by Siplast, Inc.
- B. Finish Ply: An ASTM D6163, Type I, Grade G homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with SBS modified bitumen blend and dusted with a fine silica parting agent on bottom surface and a coarse mineral-granule top surfacing. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen.
 - 1. Paradiene 30 FR by Siplast, Inc.

2.03 BASE FLASHING SHEET MATERIALS

- A. Flashing Reinforcing Ply and Cant Backer: An ASTM D6163, Type I, Grade S homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with SBS modified bitumen blend with a factory applied polymer modified asphalt self-adhesive on the back surface of the sheet to provide full adhesion to the total surface area of the substrate. The back side of the base ply shall be surfaced with a removable film.
 - 1. Paradiene 20 SA by Siplast, Inc.
- B. Metal-Foil-Surfaced Flashing Sheet: ASTM D6298 homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with the SBS modified bitumen blend, dusted with a fine silica parting agent on bottom surface and having a continuous, channel-embossed aluminum-foil top surface.
 - 1. Veral Aluminum by Siplast, Inc.
- C. Liquid Flashing System: The specified liquid flashing system shall consist of a catalyzed PMMA-based membrane fully reinforced with a non-woven polyester fleece that is installed over a prepared substrate.
 - 1. Parapro 123 Flashing by Siplast, Inc.

2.04 SUBSTITUTE SYSTEMS

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- A. The following substitute roof systems are approved for use in lieu of the specified roof system.
 1. The Garland Co. Cleveland, OH
 - a. Base Ply – Stressply Plus
 - b. Finish Ply - Stressply Plus FR Mineral
 - c. Flashing Sheet - Stressply Plus FR Mineral
 - d. Stripping Ply and Flashing Reinforcing Sheet – Stressply Plus
 - e. Adhesive - Weather King Adhesive
 2. Tremco Beachwood, OH
 - a. Base Ply – POWERply Premium Smooth
 - b. Finish Ply - POWERply Premium FR
 - c. Flashing Sheet - POWERply Premium FR
 - d. Stripping Ply and Flashing Reinforcing Sheet – POWERply Premium Smooth
 - e. Adhesive – POWERply Standard Cold Adhesive
- B. For other substitutions see Section 01 6000-Product Requirements.
 1. Substitutions must be submitted to architect for review at minimum 10 days prior to bid submission deadline.

2.05 PRIMERS

- A. Asphalt Primer: Primer shall meet ASTM D411 criteria.
 1. PA-1125 Asphalt Primer by Siplast, Inc.
- B. Primer for Self-Adhesive Membranes: Primer for self-adhesive membranes shall be a single component, water-based resinous primer formulated to condition masonry, wood, plywood, concrete, asphaltic, and gypsum surfaces to facilitate adhesion of self-adhesive membranes.
 1. TA-119 Primer by Siplast, Inc.

2.06 AUXILIARY ROOFING MATERIALS

- A. Cold-Applied Asphalt Adhesive: An asphalt, solvent blend conforming to ASTM D4479, Type II requirements.
 1. PA-311 R Adhesive by Siplast, Inc.
- B. Sealant: A moisture-curing, self-leveling elastomeric sealant designed for roofing applications.
 1. PS-209 Elastomeric Sealant
- C. Sealant: A moisture-curing, non-slumping elastomeric sealant designed for roofing applications.
 1. PS-715 NS Elastomeric Sealant
- D. Ceramic Granules: No. 11 grade specification ceramic granules of color scheme matching the granule surfacing of the finish ply.

2.07 ROOF INSULATION

- A. General: Insulation shall be approved in writing by the insulation manufacturer for intended use and for use with the specified roof assembly. Install only as much insulation as can be made watertight during the same work day.
- B. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 1. Classifications:
 - a. Type II: Class 1 - Faced with glass fiber reinforced cellulosic felt facers on both major surfaces of core foam.
 - b. Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (110 kPa), minimum.
 - c. Thermal Resistance, R-value: At 1-1/2 inch thick; Class 1, Grades 1-2-3 - 8.4 (1.48) at 75 degrees F.
 - d. Board Size: 48 by 96 inch.

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- e. Board Thickness: 1.75 inch. minimum. Provide insulation in layers as necessary to achieve R-20, minimum 2 layers of insulation.
- f. Tapered Board: Slope as indicated; minimum thickness 0.5 inch; fabricate of fewest layers possible.
2. Acceptable types are as follows:
 - a. Paratherm by Siplast, Inc.

2.08 INSULATION COVER PANEL

- A. Gypsum Sheathing Panel: A panel composed of a gypsum based, non-structural water resistant core material integrally bonded with fiberglass mats on both sides having a nominal thickness of 1/2 inch. The panel surface shall be factory primed with a non-asphaltic primer. Acceptable types are as follows:
 1. DensDeck Prime Gypsum Roof Board, by Georgia Pacific Corporation

2.09 INSULATION ACCESSORIES

- A. Insulation Fasteners: The insulation fasteners shall provide attachment required to meet the specified uplift performance and to restrain the insulation panels against the potential for ridding.
- B. Insulation Fasteners - Wood/Plywood Decks: Insulation mechanical fasteners shall be a fluorocarbon coated screw type roofing fastener having a minimum 0.220 inch thread diameter. Plates used in conjunction with the fastener shall be a metal type having a minimum 3 inch diameter, as supplied by the fastener manufacturer. The fastener shall conform meet or exceed Factory Mutual Standard 4470 and when subjected to 30 Kesternich cycles, show less than 15% red rust. Acceptable insulation fastener types for wood/plywood decks are listed below.
 1. Parafast Fastener by Siplast, Inc.
- C. Insulation Adhesive: single or dual component low-rise polyurethane foam adhesive designed specifically for the adhesion of roof insulation to substrate, as well as subsequent layers of insulation. Acceptable manufacturers are as follows:
 1. Parafast Insulation Adhesive by Siplast, Inc.
- D. Insulation Cant Strips: A cant strip composed of expanded volcanic minerals combined with waterproofing binders, meeting ASTM C728 criteria. The top surface shall be pre-treated with an asphalt based coating. The face of the cant shall have a nominal 4 inch dimension.
- E. Tapered Edge Strips: A tapered panel composed of expanded volcanic minerals combined with waterproofing binders. The top surface shall be pre-treated with an asphalt based coating. The panels shall have a dimension sufficient to provide for a smooth transition and provide proper support for the membrane layer or subsequent layer of insulation when there are transitions of 1/4 inch or greater.

2.10 WALKWAYS

- A. Walktread: A granule-surfaced polymer modified bitumen sheet material reinforced with a prefabricated, puncture resistant polyester core, having a thickness of 0.217 in (5.5 mm) and a width of 30 inches (76.2 cm).
 1. Paratread by Siplast, Inc.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Substrate Qualification: The installing contractor shall examine all substrates where the specified roofing and flashing system will be applied and confirm their suitability to receive the specified roofing materials.

3.02 PREPARATION

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- A. Sweep or vacuum all surfaces, removing all loose aggregate and foreign substances prior to commencement of roofing.
- B. Remove all of the following existing conditions:
 - 1. Surface gravel
 - 2. Roof membrane
 - 3. Insulation
 - 4. Base flashings
 - 5. Edge metal
 - 6. Flanged metal flashings
 - 7. Cants
 - 8. Walkways
 - 9. Nonfunctional penetrations/curbs
 - 10. Drain assemblies
 - 11. Vapor retarder
 - 12. Metal trim, counter flashing
- C. Primer for Self-Adhesive Flashing Reinforcing Ply: Apply the specified tacky primer by roller or spray in an even film. Refer to the manufacturer's literature for the approved rate of application over various substrate types. Allow the primer to dry until it leaves a slightly sticky surface without transfer when touched. Cutting or alteration of the primer is not permitted.
- D. Asphaltic Primer: Prime wood, metal, concrete, and masonry surfaces with a uniform coating of the specified asphalt primer according to the manufacturer's published application rate. Cutting or alteration of the primer is not permitted.

3.03 INSTALLATION OF ROOFING, GENERAL GUIDELINES

- A. Adhesive Application: Apply membrane cold adhesive by roller, squeegee, or spray unit in a smooth, even, continuous layer without breaks or voids. Utilize an application rate for each ply as published by the roof membrane manufacturer. Double the adhesive application rate at the end laps of granule surfaced sheets. Where solvent-based adhesive is applied, refer to the manufacturer's inter-ply flashing detail at the locations that are to receive the specified catalyzed acrylic resin primer/flashing system. Cutting or alteration of the adhesive is not permitted.
- B. General Appearance: Ensure that the finished roofing application has an aesthetically pleasing overall appearance and is acceptable to the Owner.

3.04 INSTALLATION OF INSULATION AND COVERBOARD

- A. Install insulation panels with end joints offset with edges in moderate contact in accordance with the insulation manufacturer's requirements. Where insulation is installed in two or more layers, stagger joints between layers. Maintain a maximum panel size of 4 feet by 4 feet for polyisocyanurate / fiberboard insulation applied in insulation adhesive or hot asphalt. Install only as much insulation as can be made watertight within the same work day.
- B. Crickets: Construct crickets of tapered insulation panels in a layout as indicated on the roof plan.
- C. Tapered Edge at Transitions: Field-cut, shape and install tapered edge strip at transitions of 1/4 inch or greater between substrate components to provide a smooth transition and proper support for the subsequent insulation layer or membrane/flashing system components.
- D. Insulation - multiple layer: Mechanically attach both layers of polyisocyanurate simultaneously to the substrate, using the specified fasteners, at a rate of 1 fastener for every 4 square feet of panel area (8 per 4' x 8' panel). Mechanically attach the perimeter of the roof at the rate of 1 fastener per 2 square feet of panel area (16 per 4-foot by 8-foot panel) and the corners at the

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rate of 1 fastener per 1 square foot of panel area (32 per 4-foot by 8-foot panel). Set the cover panel in an application of the specified insulation adhesive in 3/4- to 1-inch wide beads spaced 12 inches on center through the field of the roof, 8-inch centers at the perimeter, and 6-inch centers in the corners. Panels may be affected by post-growth of the insulation adhesive. Continuous walking in of the panels is recommended particularly in perimeter/corner areas with reduced bead spacing. Follow the requirements and guidelines of the insulation adhesive manufacturer/supplier. Stagger the panel joints between insulation layers.

3.05 APPLICATION OF BITUMINOUS ROOFING MEMBRANE

- A. Apply all layers of roofing with side laps running perpendicular to the direction of the slope. Exert sufficient pressure on the roll during application to ensure prevention of air pockets, wrinkles, creases or fishmouths. Refer to the manufacturer's guidelines for maximum sheet lengths and special fastening of the head laps where the roof deck slope exceeds 1/2 inch per foot.
- B. Fully bond the base ply to the prepared substrate, utilizing minimum 3 inch side and end laps. Apply each sheet directly behind the cold adhesive applicator. Apply the adhesive in a full coating, extending completely up to the selvage edge of the adjacent course of roof membrane to be overlapped, taking care to keep the adhesive off of the selvage lap that will be heat welded. Place a straight 2"x6" or larger board adjacent to the modified bitumen sheet overlap to help reduce lifting of the overlapping sheet beyond the selvage area, inhibiting the potential for entrapped air during heat welding. Lay the board such that the welder nozzle does not extend into the overlap beyond the specified lap width. Roll the side laps, head laps, and T-laps of the membrane behind the heat welder. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet.
- C. Fully bond the finish ply to the base ply, utilizing minimum 3 inch side and end laps. Apply each sheet directly behind the cold adhesive applicator. Apply the adhesive in a full coating, extending completely up to the selvage edge of the adjacent course of roof membrane to be overlapped, taking care to keep the adhesive off of the selvage lap that will be heat welded. Place a straight 2"x6" or larger board adjacent to the modified bitumen sheet overlap to help reduce lifting of the overlapping sheet beyond the selvage area, inhibiting the potential for entrapped air during heat welding. Lay the board such that the welder nozzle does not extend into the overlap beyond the specified lap width. Roll the side laps, head laps, and T-laps of the membrane behind the heat welder. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet. Stagger side laps of the finish ply a minimum 12 inches from side laps in the underlying base ply. Stagger end laps of the finish ply a minimum 3 feet from end laps in the underlying base ply.

3.06 APPLICATION OF FLASHING AND STRIPPING

- A. Modified Bitumen Flashing System: Apply the specified base flashing materials in accordance with the manufacturer's standard details. Notify the design team immediately of any flashing heights below 8 inches. For torch applied base flashings, apply a 12-inch self-adhesive cant backing sheet extending 6 inches onto the field of the roof area and a minimum of 6 inches up the vertical surface utilizing minimum 3 inch laps. Set the non-combustible cant into place dry prior to installation of the roof membrane base ply and subsequent flashing system. Flash walls and curbs using the reinforcing sheet and flashing membrane. Exert pressure on the flashing sheet during application to ensure complete contact with the vertical/horizontal surfaces, preventing air pockets. Check and seal all loose laps and edges. Nail the top edge of the flashing on 9 inch centers. (See the manufacturer's schematic for visual interpretation).
- B. Liquid Flashing System: Install the specified liquid-applied flashing system in accordance with the membrane system manufacturer's printed installer's guidelines and other applicable written

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recommendations as provided by the manufacturer.

3.07 APPLICATION OF SEALANT

- A. Apply a smooth continuous bead of the specified sealant at the exposed finish ply edge transition to metal flashings incorporated into the roof system.

3.08 APPLICATION OF WALKTREAD

- A. Cut the specified walktread into maximum 5 foot lengths and allow to relax until flat. Adhere the sheet using the specified plastic cement. Apply the specified cement in a 3/8 inch thickness to the back of the product in 5 inch by 5 inch spots in accordance with the pattern as supplied by the walktread manufacturer. Walk-in each sheet after application to ensure proper adhesion. Use a minimum spacing of 2 inches between sheets to allow for proper drainage.

3.09 FIELD QUALITY CONTROL

- A. Notify the manufacturer of job completion in order to schedule a final inspection date. Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the manufacturer's representative. Complete, sign, and send the punch list form to the manufacturer's headquarters.
- B. Leave all areas around job site free of debris, roofing materials, equipment and related items after completion of job.
- C. Complete all post installation procedures and meet the manufacturer's requirements for issuance of the specified guarantee.

END OF SECTION 07 52 16

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SECTION 07 5400 THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Single ply thermoplastic roofing membrane fully adhered system.
- B. Insulation, flat and tapered.
- C. Cover boards.
- D. Roofing cant strips, stack boots, roofing expansion joints, and walkway pads.

1.02 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads for Buildings and Other Structures 2010, with 2013 Supplements and Errata.
- B. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing 2013.
- C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2014.
- D. ASTM C1396/C1396M - Standard Specification for Gypsum Board 2014.
- E. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing 2013.
- F. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces 2011.
- G. FM (AG) - FM Approval Guide current edition.
- H. FM DS 1-28 - Wind Design 2007.
- I. NRCA (RM) - The NRCA Roofing Manual 2017.
- J. NRCA (WM) - The NRCA Waterproofing Manual 2005.
- K. UL (FRD) - Fire Resistance Directory current edition.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog data for membrane materials including flashing materials, insulation, fasteners, and adhesives.
- C. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, mechanical fastener layout, and paver layout.
 - 1. Include UL Assembly and FM Assembly Compliance.
- D. Wind resistance documentation including uplift wind pressures, calculations, assembly installation methods and manufacturer's certification on uplift pressures.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Installer's Qualification Statement.
- G. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions.

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- H. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.
- I. Manufacturer's Qualification Statement.
- J. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer. Provide letter from manufacturer indicating intent to warrant the roofing system.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with at least three years of documented experience and approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.07 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for additional warranty requirements.
- B. Manufacturer's Warranty:
 - 1. Material Warranty: Provide single-source manufacturer's No Dollar Limit (NDL) warranty for weathertightness of roofing system, include agreement to repair and/or replace roofing that fails to keep out water within specified warranty period of 20 years from date of Substantial Completion.
 - 2. Warranty coverage to include roofing membrane, base flashings, liquid applied flashing, roofing membrane accessories, roof insulation, fasteners, cover board, walkway products, manufacturer's expansion joints, edge metal products, parapet caps, and other single-source components of roofing system marketed by the manufacturer.
- C. Installer's Warranty: Provide warranty in which installer agrees to repair and replace components of the roofing system that fail in materials or workmanship within 2 years from the date of Substantial Completion.
 - 1. Warranty coverage to include work of the Section, including all components of roofing system such as membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders and walkway products.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Materials:
 - 1. Carlisle Roofing Systems, Inc; Sure-Weld TPO: www.carlisesyntec.com.
 - 2. Firestone Building Products, LLC: www.firestonebpco.com/#sle.
 - 3. Johns Manville Corporation JM TPO: www.jm.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Insulation:
 - 1. Atlas Roofing Corporation: www.atlasroofing.com.
 - 2. Carlisle SynTec; SecurShield Insulation: www.carlisle-syntec.com/#sle.
 - 3. GAF: www.gaf.com/#sle.
 - 4. Owens Corning Corporation: www.ocbuildingspec.com/#sle.

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5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ROOFING SYSTEM DESCRIPTION

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over insulation.
- B. Roofing System Requirements:
 - 1. Warranty: Full system warranty covering membrane, roof insulation, and membrane accessories.
 - 2. Solar Reflectance Index (SRI): 78, minimum, calculated in accordance with ASTM E1980.
 - a. Field applied coating may not be used to achieve specified SRI.
 - 3. Roof Covering External Fire Resistance Classification: UL (FRD) Class A.
 - 4. Factory Mutual Classification: Class 1 and windstorm resistance of 1-90, in accordance with FM DS 1-28.
 - 5. Wind resistance: Roofing system must be successfully tested by a qualified testing agency following ANSI/FM 4474 to resist the design uplift pressures calculated by the American Society of Civil Engineers (ASCE) 7 and after multiplying the results with a safety factor (determined by design professional), but assembly uplift pressures shall be not less than 60 lbs. / sq. ft.
 - 6. Insulation Thermal Resistance (R-Value): 3 per inch, minimum; provide insulation of thickness required to achieve total LTTR of 26.
- C. Roofing System Components: Listed in order from the top of the roof down:
 - 1. Membrane: Thicknesses as specified, fully adhered.
 - 2. Coverboard Over Insulation: Mechanically attached.
 - 3. Insulation: Mechanically attached.
 - 4. Structural base: Existing wood deck

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
 - 1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrim.
 - a. Thickness: 60 mil, 0.060 inch, minimum.
- B. Flexible Flashing Material: Same material as membrane.
- C. Water Pervious Fabric: Woven polyethylene, UV stabilized, open to moisture movement, black.

2.04 DECK SHEATHING & COVERBOARD

2.05 COVER BOARDS

- A. Cover Boards: Glass-mat faced gypsum panels complying with ASTM C1177/C1177M.
 - 1. Thickness: 5/8 inch, Type X, fire resistant.
 - 2. Manufacturers:
 - a. Georgia-Pacific; DensDeck Prime with EONIC Technology:
www.densdeck.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.06 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 - 1. Classifications:
 - a. Type II:
 - 1) Class 1 - Faced with glass fiber reinforced cellulosic felt facers on both major surfaces of core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (138 kPa), minimum.
 - 3) Thermal Resistance, R-value: At 1-1/2 inch thick; Class 1, Grades 1-2-3 - 8.4 (1.48) at 75 degrees F.

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2. Board Size: 48 by 96 inch.
3. Board Thickness: 1.75 inch. minimum. Provide insulation in layers as necessary to achieve R-20, minimum 2 layers of insulation.
4. Tapered Board: Slope as indicated; minimum thickness 0.5 inch; fabricate of fewest layers possible.

2.07 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Sheet Metal Flashings: See Section 07 6200.
- C. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
 1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
- D. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- E. Insulation Adhesive: As recommended by insulation manufacturer.
- F. Sealants: As recommended by membrane manufacturer.
- G. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 1. Composition: Roofing membrane manufacturer's standard.
 2. Size: Manufacturers standard size.
 3. Surface Color: White or yellow.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 WOOD DECK PREPARATION

- A. Verify flatness and tightness of joints of wood decking. Fill knot holes with latex filler.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

3.03 INSTALLATION - GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- F. Coordinate this work with installation of associated counterflashings installed by other sections as the work of this section proceeds.

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- G. Install blocking at all locations where fastening occurs where structure is not located.
Blocking required but not limited at parapets, termination bars, and as shown on drawings.

3.04 INSULATION APPLICATION - UNDER MEMBRANE

- A. Attachment of Insulation:
 - 1. Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
- B. Cover Boards: Fully adhere cover boards in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
- C. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.
- D. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- E. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- F. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 18 inches.
- G. Install tapered insulation at roof drain counterslope to be twice the main roof slope.
- H. Do not apply more insulation than can be covered with membrane in same day.

3.05 MEMBRANE APPLICATION

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls. Adhesive amount must conform to FM Assembly requirements.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof.
- E. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 8 inches onto all vertical surfaces.
 - 2. At parapet and roof edge locations, extend membrane system up vertical surface to below the existing masonry parapet cap with termination bar a reglet flashing.
 - 3. Apply liquid flashing on existing stone parapet coping as specified in section 07 5216-Styrene Butadiene Styrene Modified Bituminous Membrane Roofing. the bituminous aluminum- surfaced flashing sheet specified in section 07 5216 is not required for use with the TPO membrane.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.
- G. Install roofing expansion joints where indicated. Make joints watertight.
 - 1. Install prefabricated joint components in accordance with manufacturer's instructions.
- H. Seal perimeter of entire roofing system membrane to weather barrier.

3.06 FINISHING UNBALLASTED SURFACES

- A. Install walkway pads. Space pad joints to permit drainage.
- B. Place walkway pads around perimeter of all rooftop mounted equipment, roof hatches, ladders, roof access doors and/or as indicated on drawings. Provide paths from roof access locations to all rooftop equipment.

3.07 FIELD QUALITY CONTROL

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- A. Require site attendance of roofing and insulation material manufacturers daily during installation of the Work.

3.08 CLEANING

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

3.09 PROTECTION

- A. Protect installed roofing and flashings from construction operations. Daily remove any object(s) that may cause damage to roofing system.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

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**SECTION 07 6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL V.20**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2012.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels 2013.
- C. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- D. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric] 2014.
- E. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing 2009.
- F. ASTM D4479/D4479M - Standard Specification for Asphalt Roof Coatings - Asbestos-Free 2007 (Reapproved 2012).
- G. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2012).
- H. CDA A4050 - Copper in Architecture - Handbook current edition.
- I. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, material thickness, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples, 2 by 3 inch in size illustrating metal finish color.
 - 1. Color chart can be submitted preliminary as long as a physical sample is submitted for final approval.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 3 years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Reference roofing specifications for warranty limits and terms that apply. Products or fabrications installed with the roofing system to contain manufacturer's warranty as specified in roofing specification section.

PART 2 PRODUCTS

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Sheet Metal Flashing and Trim

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2.01 MANUFACTURERS

- A. Sheet Metal Flashing and Trim Manufacturers:
 - 1. Petersen Aluminum Corporation: www.pac-clad.com/#sle.
 - 2. Metal Era Inc. www.metalera.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SHEET MATERIALS

- A. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); 0.032 inch thick minimum; plain finish shop pre-coated with fluoropolymer coating.
 - 1. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

2.03 FABRICATION

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Form sections true to shape, accurate in size, square, and free from distortion or defects. Fabricate metal flashing and trim without excessive oil canning, buckling and tool marks, true to line and levels indicated with exposed edges folded back to form hems.
- D. Form pieces in longest possible lengths to a maximum of 15 feet unless specifically approved otherwise by Architect. Treat seams between two different pieces with flat-lock seams at non-moving joints, unless otherwise indicated. At moving seams, use seated, lapped, bayonet type or interlocking hooked seams.
- E. All exposed edges to be folded back with hem of 1/2 inch; miter and seam corners.
- F. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- G. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- H. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joint of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints. Provide for expansion no more than in 40 feet long sections.
- I. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- J. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than the thickness of the metal being secured.

2.04 ACCESSORIES

- A. Fasteners: Aluminum or Stainless Steel, with soft neoprene washers.
- B. Underlayment: ASTM D226/D226M, organic roofing felt, Type I (No. 15).
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Concealed Sealants: Non-curing butyl sealant.
- E. Flexible Flashing: Self-adhered flashing as specified in Section 07 2500.
- F. Sealants: Type as specified in Section 07 9200.

- G. Plastic Cement: ASTM D4586/D4586M, Type I.
- H. Reglets: 2 Piece Surface mounted type, galvanized steel; face and ends covered with plastic tape.

2.05 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings in Frame Constructions: Fabricate head, sill and similar flashing to extend beyond openings as indicated. Unless otherwise indicated, form head and sill flashing with 2-inch high end dams.

2.06 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Beam and Column Surrounds: Fabricate as detailed, reinforced as required for a smooth, even appearance without oil-canning or distortions, with tight seams and all exposed edges hemmed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION GENERAL

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted. Install system to comply with FMG or ES-1 system ratings.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Finishes: Touchup all scratches to painted finish in field with paint to match.

3.04 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, an level as indicated. Install work with laps, joints and seams that will be permanently watertight.
- B. Roof Edge Flashing and Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated. Comply with installation requirements of roofing manufacturer regarding spacing of anchors below membrane flashing in field of roof.
 - 1. Install flexible flashing covering entire substrate beneath coping; not required where roofing material extends beneath coping. Seal perimeters against weather barrier and/or roofing.
 - 2. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at minimum 8-inch centers.
- C. Pipe or Post Counterflashing: Install counter flashing umbrella with close -fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches of base of flashing. Install stainless steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counter flashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend

counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.

1. Secure in a waterproof manner by means of anchor and washer at 36-inch centers.

- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof.

3.05 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetration moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill and similar flashings to extend beyond wall openings a minimum of 4 inches or as indicated.
- C. Install reglets per manufacturer's recommendations.

3.06 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.07 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

CITY OF FAYETTEVILLE
ADMINISTRATION BUILDING
ROOF REPLACEMENT

113 W Mountain St., Fayetteville, AR 72701

CONSTRUCTION DOCUMENTS

09/19/2023



THE CITY AND THAT THESE PLANS & SPECIFICATIONS HAVE BEEN PREPARED BY AN ARCHITECT OR ENGINEER LICENSED BY THE STATE OF ARKANSAS AND THAT THE CITY HAS REVIEWED AND APPROVED THE SAME AND THAT THE CITY HAS PREPARED THE PRELIMINARY BUDGET FOR THE PROJECT AND THAT THE CITY HAS PREPARED THE PRELIMINARY BUDGET FOR THE PROJECT AND THAT THE CITY HAS PREPARED THE PRELIMINARY BUDGET FOR THE PROJECT



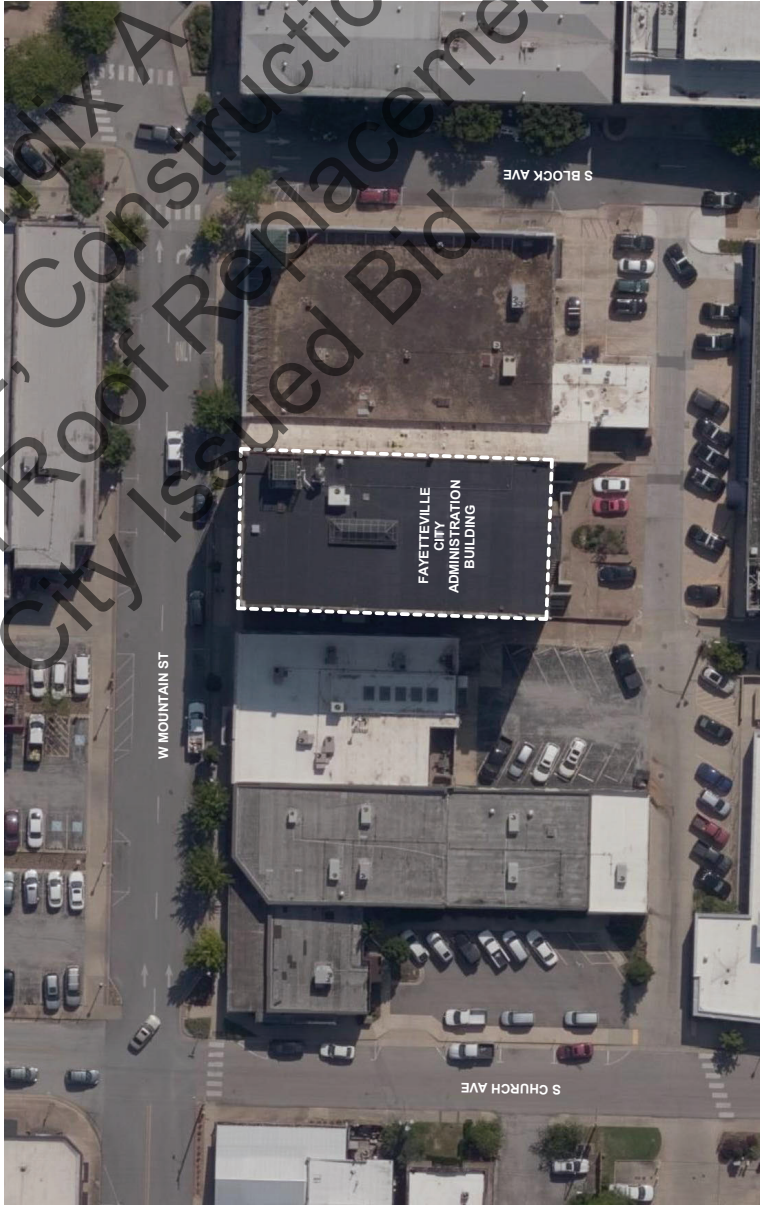
Architect
West End Roofing, Inc.
113 W Mountain St., Suite 110
Fayetteville, Arkansas 72701
www.WERRoofing.com



1 COUNTY MAP
SCALE

INDEX OF DRAWINGS

NO.	TITLE SHEET
A0.00	ARCHITECTURAL
A1.01	ROOF PLAN
A1.02	ROOF PHOTOGRAPHS
A1.03	ROOF DRAINAGE
A1.04	ROOF FLASHING DETAILS
A1.05	ROOF EAVES DETAILS



AERIAL PHOTO

ROOFSCOPE OF WORK

1. ENTIRELY REMOVE EXISTING ROOF DOWN TO EXISTING WOOD JOISTING. REMOVE ALL EXISTING FLASHING, GUTS, BOUND AND INSULATION. EXISTING ROOF MATERIAL SHALL BE THOROUGHLY INSPECTED FOR ANY DAMAGE TO THE STRUCTURE. REPLACE DOWNSIDE OF WOOD JOIST. REPLACE BOUND AND INSULATION. EXISTING ROOF MATERIAL SHALL BE THOROUGHLY INSPECTED FOR ANY DAMAGE TO THE STRUCTURE. REPLACE DOWNSIDE OF WOOD JOIST. REPLACE BOUND AND INSULATION.
2. REFER TO A DESCRIPTION OF WORK IN SPECIFICATION SECTION 2.10.2. GENERALLY, THE SCOPE OF WORK WILL BE A NEW MODIFIED EXISTING ROOF WITH A NEW INSULATION SYSTEM. THE NEW INSULATION SYSTEM SHALL BE A NEW MODIFIED EXISTING ROOF WITH A NEW INSULATION SYSTEM. THE NEW INSULATION SYSTEM SHALL BE A NEW MODIFIED EXISTING ROOF WITH A NEW INSULATION SYSTEM.
3. REFUSE ROOF GUTTER TO REMAIN. REPAIR DETAILS REPORT ANY EXISTING DETROGATION TO ARCHITECT
4. REFUSE ALL EXISTING ROOF EQUIPMENT. EXISTING ROOF TO REMAIN. REFER TO RFP DETAILS AND NOTED NOTES.
5. TEMPORARILY MAKE ANY EXISTING ROOF EQUIPMENT PIPING, CONDUITS, ETC. AND ASSOCIATED SUPPORTS AS REQUIRED TO ACCOMPLISH ROOF TEAR-OUT AND ROOF INSTALLATION. REINSTALL AND PROVIDE NEW EQUIPMENT AS NOTED.
6. PROVIDE GUTTERS IN THE ROOF TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED.
7. PROVIDE GUTTERS IN THE ROOF TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED.
8. PROVIDE GUTTERS IN THE ROOF TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED.
9. PROVIDE GUTTERS IN THE ROOF TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED.
10. PROVIDE GUTTERS IN THE ROOF TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED.
11. PROVIDE GUTTERS IN THE ROOF TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED.
12. PROVIDE GUTTERS IN THE ROOF TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED. PROVIDE GUTTERS TO BE REMOVED.

GENERAL DE MOUTION NOTES

1. CONTRACTOR TO SURVEY EXISTING CONDITIONS AND COORDINATE WITH THE OWNER RE: DETERMINE EXTENT OF SELECTIVE DEMOLITION REQUIRED.
2. CONTRACTOR TO VERIFY EXISTING CONDITIONS, ON STRUCTURAL ELEMENTS ARE DOCUMENTED, INVESTIGATE AND MEASURE THE NATURE AND EXTENT OF THE EXISTING STRUCTURE.
3. ALL EXISTING STRUCTURE THAT IS MODIFIED, TO BE FIELD VERIFIED BY THE CONTRACTOR.
4. THE CONTRACTOR TO BE FULLY RESPONSIBLE FOR THE MEANS AND METHOD OF DEMOLITION AND THE IMPACT OF THE EXISTING STRUCTURE ON THE DEMOLITION OF FULLY RESPONSIBLE FOR THE MEANS AND METHOD OF DEMOLITION AND THE IMPACT OF THE EXISTING STRUCTURE.
5. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE, DAMAGE OR DAMAGE TO PROPERTY AND THE IMPACT OF THE EXISTING STRUCTURE ON THE DEMOLITION OF FULLY RESPONSIBLE FOR THE MEANS AND METHOD OF DEMOLITION AND THE IMPACT OF THE EXISTING STRUCTURE.
6. PROTECT WALLS, FLOORS, AND OTHER EXISTING WORK THAT IS TO REMAIN AND AVOID DAMAGE TO EXISTING DEMOLITION OPERATIONS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHOD OF DEMOLITION AND THE IMPACT OF THE EXISTING STRUCTURE ON THE DEMOLITION OF FULLY RESPONSIBLE FOR THE MEANS AND METHOD OF DEMOLITION AND THE IMPACT OF THE EXISTING STRUCTURE.
8. LOCATION OF ALL STRUCTURAL ELEMENTS ARE SHOWN ON DRAWINGS. CONTRACTOR TO VERIFY NO STRUCTURAL ELEMENTS SMALLER CUT, OR REMOVED FROM THE EXISTING STRUCTURE, TO BE REMOVED FROM THE EXISTING STRUCTURE, TO BE REMOVED FROM THE EXISTING STRUCTURE, TO BE REMOVED FROM THE EXISTING STRUCTURE.
9. CONTRACTOR TO ADVISE THE OWNER OF ANY STRUCTURAL ELEMENTS TO BE REMOVED FROM THE EXISTING STRUCTURE, TO BE REMOVED FROM THE EXISTING STRUCTURE, TO BE REMOVED FROM THE EXISTING STRUCTURE.
10. FOR ALL DEMOLITION WORK TO BE COMPLETED, THE FULL EXTENT OF DEMOLITION WORK IS REQUIRED TO BE COMPLETED, THE FULL EXTENT OF DEMOLITION WORK IS REQUIRED TO BE COMPLETED, THE FULL EXTENT OF DEMOLITION WORK IS REQUIRED TO BE COMPLETED.

SQUARE FOOTAGE OF REPAIRABLE AREA

- [illegible]

PULL TEST COMPLIANCE
CONTRACTOR TO CONSULT WITH ROOFING

- CONTRACTOR TO CONSULT WITH ROOFING MANUFACTURER PRIOR TO COMMENCEMENT REGARDING ANY ISSUES RELATED TO COMPLIANCE WITH PULL TEST REQUIREMENTS.

A CONCEPT FOR THE DIRECTION OF SLOPES AND ASSOCIATED CRICKETS IS SHOWN ON THE ROOF PLAN. THIS

- WORKERS REQUIRED AT EACH ROOF AREA**
PRIOR TO TEAR-OFF, CONTRACTOR IS TO CORRE EACH ROOF AREA AT HIGH SIDE OF SLOPE AND AT LOW SIDE OF SLOPE TO DOCUMENT THICKNESS OF ROOFING SYSTEM FROM EXISTING TO CORRECT THICKNESS OF NEW ROOFING SYSTEM. CONTRACTOR CONCERNS WITH THE THICKNESS OF NEW ROOFING SYSTEM, ROOF SYSTEM AT CURBS AND/OR FLASHING PATCH COES AS REQUIRED FOR WA TIGHT SEAL.

STAGING AREA NOTES

1. COORDINATE STAGING AREAS, LOCATION AND SIZES WITH OWNER PRIOR TO COMMENCEMENT.
2. CONTRACTOR ENTRY TO STAGING AREAS AND ROOF MUST BE SECURE AND SEPARATED FROM THE PUBLIC. ALL STAGING AREAS MUST BE EASILY ACCESSIBLE TO THE PUBLIC. EXERCISE ALL PRECAUTIONS TO MAINTAIN SAFETY.
3. CONTRACTOR WILL RESTORE DAMAGED GRASS AREAS, TREES AND TREE ROOTS MUST BE PROTECTED FROM DAMAGE.
4. CONTRACTOR TO RESTORE SIDEWALKS AND PLANTING AREAS DAMAGED BY CONSTRUCTION. MAINTAIN FIRE TRUCK ACCESS. COORDINATE

1000

- EASING ROOF CONDITIONS**
AN ATTEMPT HAS BEEN MADE TO INDICATE EXISTING ROOF/CEILING EQUIPMENT - DRAINS, FLUES, VENT, DUCTWORK, PIPING, ETC. REFER TO ROOF PHOTOS FOR ITEMS NOT SHOWN ON ROOF PLAN. CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING TO VERIFY EXISTING CONDITIONS, QUANTITIES & DIMENSIONS. REPORT ANY DISCREPANCIES TO THE ARCHITECT.

CHAD KERN, CLIMATE
SCIENTIST, NATURE

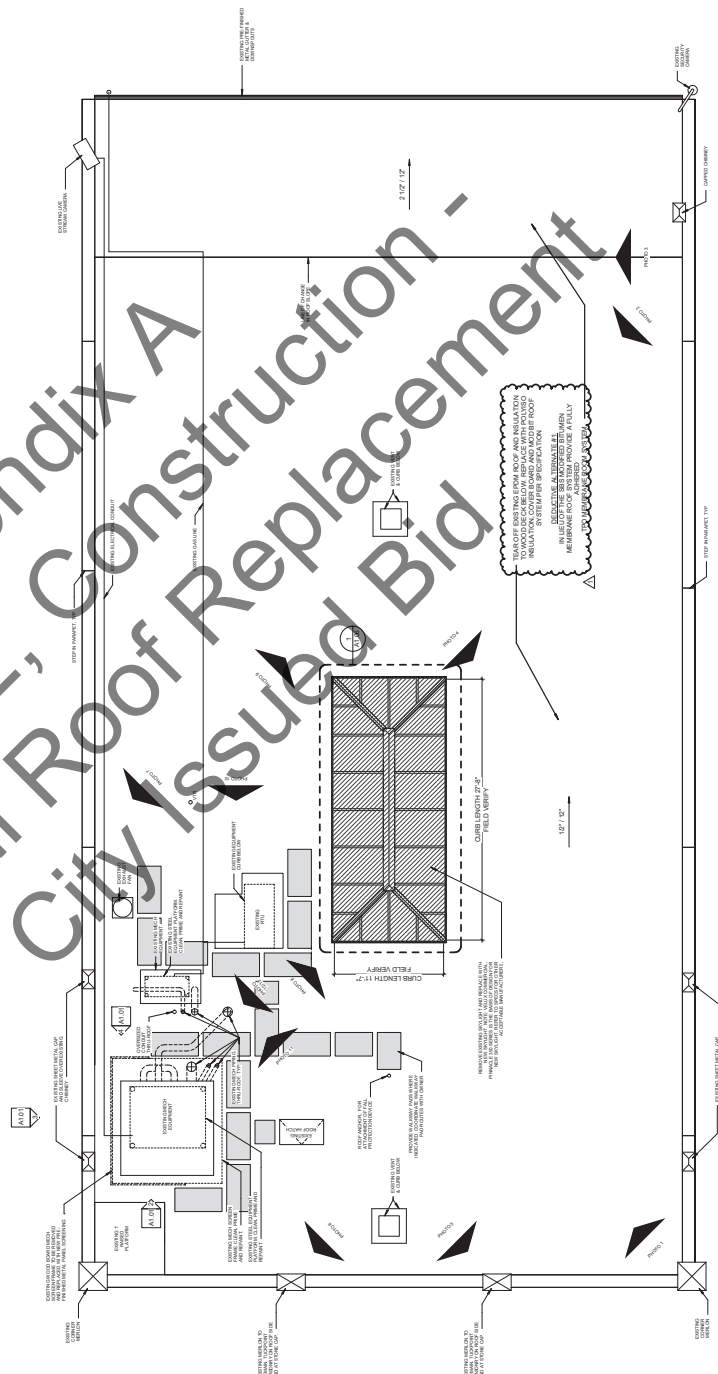
- POSTER LIGHT
SCREEN TUBE

MECH SCREEN - NORTH ELEVATION

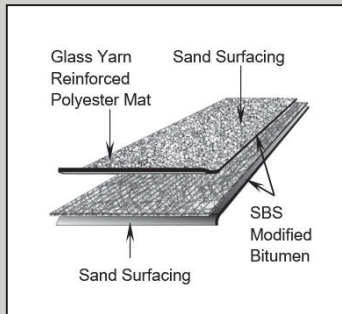
MECH SCREEN - EAST ELEVATION

MECH SCREEN - SOUTH ELEVATION

BOOK OF AM



Technical Information Sheet



SBS Premium Poly Base

Item Description	Item Number
1 Roll Meets ASTM D 6164, Type II, Grade S. Tested in Accordance with D 5147.	W71HSS1600

Description

Elevate SBS Premium Poly Base is a Styrene-Butadiene-Styrene modified bitumen membrane that is reinforced with a 265 g/m² (5.43 lb/100 ft²) non-woven polyester mat enhanced with continuous glass fiber yarn in the machine direction. The combination results in a flexible, durable membrane. The addition of SBS rubber optimizes the natural waterproofing characteristics of asphalt and increases system performance by adding elongation, elasticity, and flexibility to the sheet. This proprietary compound provides resistance to thermal and physical forces over a wide range of temperatures.

SBS Premium Poly Base is ideal for both new construction and reroofing applications. SBS Premium Poly Base is designed specifically as a base layer for use with Elevate SBS Modified Bitumen Systems and is an excellent choice when a strong, heavy base is required in the roofing system.

Method of Application

1. SBS Premium Poly Base can be installed with hot asphalt, heat-fusing, or Elevate Multi-Purpose MB Cold Adhesive.
2. Please see the Elevate Asphalt Roofing Systems Guide for Applicators and Designers at www.HolcimElevate.com for detailed information regarding the application of SBS Premium Poly Base membrane.

Acceptable Immediate Substrates for Cold Adhesive Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer).
- Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth, and primed with ASTM D-41 primer).
- DensDeck® Prime, SECUROCK® Gypsum Fiber.
- Elevate ISO 95+™ GL Insulation, ISOGARD™ HD Composite or Cover Board, RESISTA™ Insulation.

Acceptable Immediate Substrates for Heat-Welded Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer).
- Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth, and primed with ASTM D-41 primer).
- DensDeck Prime, SECUROCK Gypsum Fiber.

Acceptable Immediate Substrates for Hot Asphalt Application

- Structural Concrete (must be clean, dry, properly cured, and primed with ASTM D-41 primer).
- Existing Smooth Surface BUR or SBS Modified Bitumen (must be clean, smooth, and primed with ASTM D-41 primer).
- DensDeck Prime, SECUROCK Gypsum Fiber, STRUCTODEK® HD with Primed Red Coating.

NOTE: Please consult the Elevate Asphalt Roofing Systems Guide for Applicators and Designers and QuickSpecs online at www.HolcimElevate.com to review specific information regarding the type of deck and insulation in use.

Storage

- All material should be stored out of the weather in a clean, dry area in its original unopened packaging at a minimum of 50 °F (10 °C) and a maximum of 100 °F (38 °C) so that it will be 50 °F (10 °C) or above at the time of application. Do not stack Elevate SBS Premium Poly-Base more than two (2) pallets high.
- If the material must be stored temporarily on the roof before application, it must be elevated from the roof surface on a pallet, stored on end, and covered from the weather with a light-colored opaque tarp in a neat, safe manner that does not exceed the allowable load limit of the storage area.

Precautions

- Refer to Safety Data Sheets (SDS) for additional safety information.
- Take care when transporting and handling Elevate Modified Bitumen rolls to avoid punctures and other types of physical damage.
- Isolate waste products, petroleum products, grease, oil (mineral and vegetable) and animal fats from all Elevate Modified Bitumen membranes.

LEED® Information

Post-Consumer Recycled Content:	5%
Post Industrial Recycled Content:	0%
Manufacturing Location:	Beech Grove, IN



NOTE: LEED® is a registered trademark of the U.S. Green Building Council

Typical Properties

Properties	ASTM Required Value	Elevate Typical Performance
Product Thickness	115 mil min (2.92 mm min)	162 mil (4.11 mm)
Net Mass	70 lb/100 ft ² min (341.7 kg/m ² min)	106 lb/100 ft ² (517.5 kg/m ²)
Bottom Side Coating	40 mil (1.02 mm)	80 mil (2.03 mm)
Peak Load at 0 °F (-18 °C)	100 lbf/in min, MD (17.5 kN/m min, MD) 100 lbf/in min, CD (17.5 kN/m min, CD)	105 lbf/in, MD (18.4 kN/m, MD) 105 lbf/in, CD (18.4 kN/m, CD)
Elongation at Peak Load at 0 °F (18 °C)	20% min, MD 20% min, CD	30%, MD 30%, CD
Peak Load at 73 °F (23 °C)	70 lbf/in min, MD (12.3 kN/m min, MD) 70 lbf/in min, CD (12.3 kN/m min, CD)	75 lbf/in, MD (13.1 kN/m, MD) 70 lbf/in, CD (13.1 kN/m, CD)
Elongation at Peak Load at 73 °F (23 °C)	50% min, MD 50% min, CD	55%, MD 55%, CD
Ultimate Elongation at 5% of Peak Load 73 °F (23 °C)	60% min, MD 60% min, CD	65%, MD 65%, CD
Heat Aged Peak Load at 0 °F (-18 °C)	100 lbf/in min, MD (17.5 kN/m min, MD) 100 lbf/in min, CD (17.5 kN/m min, CD)	105 lbf/in, MD (18.4 kN/m, MD) 105 lbf/in, CD (18.4 kN/m, CD)
Heat Aged Elongation at Peak Load at 0 °F (18 °C)	20% min, MD 20% min, CD	30%, MD 30%, CD
Heat Aged Peak Load at 73 °F (23 °C)	70 lbf/in min, MD (12.3 kN/m min, MD) 70 lbf/in min, CD (12.3 kN/m min, CD)	75 lbf/in, MD (13.1 kN/m, MD) 70 lbf/in, CD (13.1 kN/m, CD)
Heat Aged Elongation at Peak Load at 73 °F (23 °C)	50% min, MD 50% min, CD	55%, MD 55%, CD
Heat Aged Ultimate Elongation at 5% of Peak Load 73 °F (23 °C)	60% min, MD 60% min, CD	65%, MD 65%, CD
Tear Strength at 73 °F (23 °C)	70 lbf min, MD (311 N min, MD) 70 lbf min, CD (311 N min, CD)	75 lbf, MD (334 N, MD) 75 lbf, CD (334 N, CD)
Dimensional Stability	1% max Change, MD 1% max Change, CD	0.2% max Change, MD 0.2% max Change, CD
Low Temperature Flexibility	0 °F max (-18 °C max)	-15 °F (-26 °C)
Compound Stability	215 °F (102 °C)	250 °F (121 °C)

Product Packaging

Roll Width	8.3 (1 m)
Roll Length	33.5 (10.21 m)
Net Coverage	101 ft ² (9.42 m ²)
Roll Weight	114 lb (52 kg)
Pallet Size	48" x 39" (1.2 m x 1 m)
Rolls per Pallet	20
Weight per Pallet	2,280 lb (1,034 kg)

Please contact Holcim Technical Services at 800-428-4511 for further information.

This sheet is meant to highlight Elevate products and specifications and is subject to change without notice. Holcim takes responsibility for furnishing quality materials that meet published Elevate product specifications or other technical documents, subject to normal manufacturing tolerances. Neither Holcim nor its representatives practice architecture. Holcim offers no opinion on and expressly refuses any responsibility for the soundness of any structure. Holcim accepts no liability for structural failure or resultant damages. Consult a competent structural engineer prior to installation if the structural soundness or structural ability to properly support a planned installation is in question. No Holcim representative is authorized to vary this disclaimer.

Firestone, the brand of premier roofing, wall, and lining systems you know and trust, will be coming to you under a new name: Elevate. During our transition, products carrying the brand name **Firestone** will change to **Elevate** on product labels and packaging, Technical Information Sheets, and elsewhere. Only the brand name is changing. Our products remain the same.

For further information on our brand transition to Elevate, scan the code below with your smartphone, or visit our website: www.holcimelevate.com



LEARN MORE

Bid 23-42, Addendum 6



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Monday, November 6, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 23-42, Construction – City Hall Roof Replacement

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. **Questions:** The following questions have been received and answered by the corresponding department regarding the roofing system to be installed per FM requirements (refer to Addendum 5):
 - a. Question: FM does not test or have RoofNay numbers over wood decking. Will this specification be revised?
 - i. Answer: Please omit FM requirements from Specification 07 5400
 - b. Question: Please clarify that the polyisocyanurate for this project will be 2 layers of 1.75". TPO specification 07 5400, page 3 subsection 2.02 / B. 6. Calls for an R-Value of LTTR 26.
 - i. Answer: Polyisocyanurate insulation shall be 2 layers of 1.75". Min R value shall be R-20
 - c. Question: Can you please clarify if the cover board for the TPO roofing option is to be adhered in insulation adhesive as specified on 07 5400 page 5 subsection 3.04 B, or if it will be mechanically attached as specified on page 3 - 07 5400 subsection 2.02 / C. 2?
 - i. Answer: Cover board shall be adhered to insulation



Bid 23-42 Addendum 6

Milestone Construction Company, LLC

Milestone Construction Company, LLC

Supplier Response

Event Information

Number: Bid 23-42 Addendum 6
Title: Construction - City Hall Roof Replacement
Type: Invitation to Bid
Issue Date: 10/1/2023
Deadline: 11/7/2023 03:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the replacement of the roof and the skylight at the Fayetteville City Hall building. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss - Sr. Purchasing Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Milestone Construction Company, LLC Information

Contact: Erin Metcalf
Address: 2002 S. 48th Street Suite A
Springdale, AR 72762
Phone: (479) 751-3560 x202
Fax: (479) 751-4841
Email: emetcalf@mstonecc.com
Web Address: mstonecc.com

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

Erin Metcalf

Signature

Submitted at 11/7/2023 02:31:12 PM (CT)

emetcalf@mstonecc.com

Email

Requested Attachments

Bid 23-42, Required Signature Forms

Required Signature Forms.pdf

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00.

Bid 23-42, Bid Bond

Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1 Please put cost per square foot for removal of deteriorated wood board roof decking and replacement with new OSB roof sheathing:

Please refer to page 39 of Project Manual and see Section 06 1000-Rough Carpentry

\$3.90

2 Please put cost per square foot for masonry repointing:

Please refer to page 39 of Project Manual and see Section 04 0100-Maintenance of Masonry

\$42.00

3 Please put cost per square foot for brick replacement:

Please refer to page 39 of Project Manual and see Section 04 0100-Maintenance of Masonry

\$60.00

4 Arkansas Secretary of State Filing Number:

800044464

5 Arkansas Contractor License Number:

0156050424

6 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

7 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

8 Addendum Acknowledgement:

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

☒ I agree

Bid Lines

1 Bonds and Insurance

Quantity: 1 UOM: Lump Sum Price: \$12,549.00 Total: \$12,549.00

2 Mobilization - Shall not exceed 5% of Total Base Bid

Quantity: 1 UOM: Lump Sum Price: \$10,000.00 Total: \$10,000.00

3 Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM

Quantity: 1 UOM: Lump Sum Price: \$321,566.00 Total: \$321,566.00

Item Notes: *This bid is being bid as a total lump sum. This line item shall include the total construction price for the entire scope of work for this bid.*

4 Deductive Alternate #1

Please include all pricing for Deductive Alternate #1, according to the specifications.

(Line excluded from response total)

Quantity: 1 UOM: Lump Sum Price: \$-20,000.00 Total: \$-20,000.00

Response Total: \$344,115.00



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Bid Bond

CONTRACTOR:

(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Fayetteville, Arkansas
113 W. Mountain
Fayetteville, AR 72701

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

PROJECT:

(Name, location or address, and Project number, if any)

City Hall Roof Replacement

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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

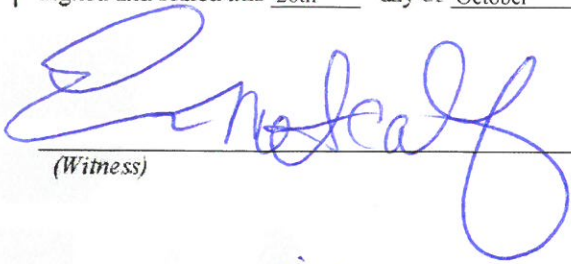
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

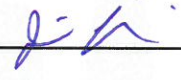
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Init.

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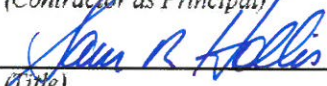
Signed and sealed this 26th day of October, 2023


(Witness)


(Witness)

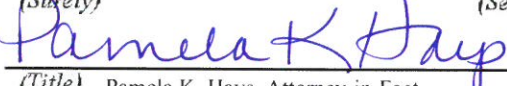
Milestone Construction Company, LLC

(Contractor as Principal) (Seal)


(Title) PRESIDENT

Travelers Casualty and Surety Company of America

(Surety) (Seal)


(Title) Pamela K. Hays, Attorney-in-Fact

Init.

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**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Pamela K Hays** of **NORTH LITTLE ROCK, Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **October**, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Project Check List

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



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

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



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



All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.



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



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



Additional Information Required:

- List of Subcontractors: Submit form on bidding platform or attach if submitting a physical bid.
- AR Secretary of State Filing #: 800044464 OR submit electronically.
- Arkansas Contractor License #: 0156050424 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

SECTION 02

BID FORM

*NAME OF FIRM: Milestone Construction Company, LLC
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Corporation

*BUSINESS ADDRESS: 2002 S. 48th Street Suite A

*CITY: Springdale *STATE: AR *ZIP: 72762

*PHONE: 479-751-3560 *FAX: 479-751-4841

*E-MAIL: emetcalf@milestonecc.com

UNIQUE ENTITY NUMBER: JYM2MLDCE6F7 CAGE NUMBER: 68R68

*TAX ID NUMBER: 14-1916629 AR CONTRACTORS LICENSE #: 0156050424

Bidder acknowledges receipt of the following addendum:

Addendum No. <u>01</u>	Dated: <u>10/19/23</u>	Acknowledged by: <u>Em</u>
Addendum No. <u>02</u>	Dated: <u>10/23/23</u>	Acknowledged by: <u>Em</u>
Addendum No. <u>03</u>	Dated: <u>10/26/23</u>	Acknowledged by: <u>Em</u>
Addendum No. <u>04</u>	Dated: <u>11/2/23</u>	Acknowledged by: <u>Em</u>
<u>05</u>	<u>11/2/23</u>	<u>Em</u>
<u>06</u>	<u>11/16/23</u>	<u>Em</u>

Total Completion Time and Liquidated Damages Including Alternative: Substantial completion shall be **30 consecutive calendar days** from the date established in a written notice to proceed. Final completion shall be 15 days after substantial completion. The bidder must agree also to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid opening.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

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>
MECHANICAL:	_____	_____
PLUMBING:	_____	_____
ELECTRICAL:	_____	_____
ROOFING AND SHEET METAL:	<u>First Star Extensors</u> <u>256 S. Maestri Road Terrelltown, AK 72770</u>	<u>57%</u>
Other (designate)	_____	_____

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \$ 5% is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

*BY: (PRINTED NAME) SAM R. HOLLYS

*AUTHORIZED SIGNATURE: Sam R. Hollis

*TITLE: PRESIDENT

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-42, CONSTRUCTION – CITY HALL ROOF REPLACEMENT

Section 03

CONTRACTOR REFERENCES

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

COMPANY NAME: Milestone Construction Company LLC

NUMBER OF YEARS IN BUSINESS: 19 HOW LONG IN PRESENT LOCATION: 19

TOTAL NUMBER OF CURRENT EMPLOYEES: 63 FULL TIME 2 PART TIME

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

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

1. Siloam Springs School District
COMPANY NAME

Siloam Springs, AR 72761
CITY, STATE, ZIP

Shane Patrick
CONTACT PERSON

479-524-3191
TELEPHONE

2022

DATE COMPLETED
PatrickS@gosiloam.com

E-MAIL ADDRESS

3. Medical Associates of Northwest Ark.
COMPANY NAME

Fayetteville, AR 72703
CITY, STATE, ZIP

Jason Wilson
CONTACT PERSON

479-571-6780
TELEPHONE

2022

DATE COMPLETED
Jason.Wilson@mana.md

E-MAIL ADDRESS

2. Rogers Public Schools
COMPANY NAME

Rogers, AR 72796
CITY, STATE, ZIP

Rick Daniel
CONTACT PERSON

479-636-5421
TELEPHONE

2022

DATE COMPLETED
rick.daniel@rpsar.net

E-MAIL ADDRESS

4. City of Bentonville
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

Wade Tomlinson
CONTACT PERSON

479-271-3392
TELEPHONE

2021

DATE COMPLETED
wtomlinson@bentonvillear.com

E-MAIL ADDRESS

CONTRACTOR REFERENCES



BID TABULATION
Bid 23-42, Construction - City Hall Roof Replacement
 DEADLINE: Tuesday, November 7, 2023 at 3:00 PM
 Certification of Funds: \$550,000.00 (\$687,500.00 total allowed)

				Milestone Construction Company, LLC		Trumble Construction		Mid-Ark Roofing Inc.		M2 Roofing		Ketcher & Company, Inc.	
Total				\$344,115.00		\$421,210.00		\$480,174.00		\$540,449.00		\$565,500.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Bonds and Insurance	1	LS	\$12,549.00	\$12,549.00	\$5,699.99	\$5,699.99	\$8,789.00	\$8,789.00	\$5,228.00	\$5,228.00	\$8,500.00	\$8,500.00
2	Mobilization- Shall not exceed 5% of Total Base Bid	1	LS	\$10,000.00	\$10,000.00	\$21,060.50	\$21,060.50	\$20,213.00	\$20,213.00	\$500.00	\$500.00	\$17,500.00	\$17,500.00
3	Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM	1	LS	\$321,566.00	\$321,566.00	\$394,449.51	\$394,449.51	\$451,172.00	\$451,172.00	\$534,721.00	\$534,721.00	\$539,500.00	\$539,500.00
Attributes													
A1	Masonry Repointing	1	SF		\$42.00		\$20.00		\$45.00		\$14.00		\$22.00
A2	Brick Replacement	1	SF		\$60.00		\$20.00		\$65.00		\$16.00		\$34.00
Deductive Alternate #1 (Not Needed)				-\$20,000.00		\$385,699.00		\$10,000.00		\$98,846.00		\$12,500.00	

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


 Kenny Fitch, Purchasing Agent

11/8/23
 Date


 Amanda Beilfuss, Sr. Purchasing Agent

11/8/2023
 Date



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Lee Farmer, Recreation Superintendent

DATE:

SUBJECT: Agreement for Photography Services with MVP Sports Photography

RECOMMENDATION:

Parks, Natural Resources and Cultural Affairs staff recommend the approval of a contract with MVP Sports Photography for photography services for youth soccer and softball programs.

BACKGROUND:

Parks, Natural Resources and Cultural Affairs offers youth soccer programming in the spring and fall seasons, and youth softball programming during the spring season. A traditional component of each program is individual and team photos to celebrate the participant's seasons. Parks, Natural Resources and Cultural Affairs has provided this opportunity in the past through a contract with a third-party vendor who offers a menu of package options for the participants to choose from.

DISCUSSION:

Earlier this year the City advertised RFP 23-11 for park programs photographer, and MVP Sports Photography was the sole submission. Although there was only one submission for this photography service, the selection committee recommended MVP Sports Photography based on their submission and previous experience providing this service for Parks, Natural Resources and Cultural Affairs for the past five years.

BUDGET/STAFF IMPACT:

There are no expenses associated with this contract. The contract will be for one (1) year and may be automatically renewed for an additional four (4) one-year terms for a possible contract term of five (5) years. MVP Sports Photography will pay the City 10% of total gross sales of all photography-related items.

ATTACHMENTS: SRF (#3), MVP Sports Photography Agreement (#4), RFP 23-11, Appendix C - MVP's Submittal (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1290

Agreement for Photography Services with MVP Sports Photography

A RESOLUTION TO AWARD RFP 23-11 AND APPROVE A ONE YEAR CONTRACT WITH MVP SPORTS PHOTOGRAPHY FOR PHOTOGRAPHY SERVICES FOR YOUTH SOCCER AND SOFTBALL PROGRAMS WITH AUTOMATED RENEWALS FOR UP TO FOUR ADDITIONAL YEARS

WHEREAS, MVP Sports Photography will pay the City 10% of total gross sales of all photography related items.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 23-11 and authorizes Mayor Jordan to sign a one year contract with MVP Sports Photography for photography services for youth soccer and softball programs with automatic renewals for up to four additional years.

City of Fayetteville Staff Review Form

2023-1290

Item ID

12/5/2023

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

Lee Farmer

11/13/2023

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with MVP Sports Photography for photography services for youth soccer and youth softball programs. MVP Sports Photography will pay the City 10% of total gross sales from all items related to photography.

Budget Impact:

1010.520.5220-4900.00

General

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



CONTRACT FOR PROFESSIONAL SERVICES
RFP 23-11, Parks Program Photographer
between
City of Fayetteville, Arkansas
and
MVP Sports Photography

THIS AGREEMENT is executed this _____ day of _____ 2023, by and between the **City of Fayetteville** acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **MVP Sports Photography** (hereinafter called **MVP**), in consideration of their mutual covenants agree as follows:

MVP shall provide Parks Program photography services to the CITY in those assignments to which this Agreement applies during the performance of services defined in the scope of work. All services shall be performed under the direction of a firm - registered in the State of Arkansas and qualified in the particular field.

1. **Contracted parties:** This agreement shall be binding between all parties. Fees for services shall be provided as identified in appendices.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. This agreement may be modified only by a duly executed written instrument signed by the CITY and **MVP**.
 - a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - i. **Appendix A:** Scope of Work & Fee
 - ii. **Appendix B:** City's Solicitation identified as RFP 23-11, Parks Program Photographer
 - iii. **Appendix C:** MVP's RFP response
3. **Notices:** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the following addresses:
 - a. **City of Fayetteville:** Attention: Mayor Lioneld Jordan, 113 W. Mountain St., Fayetteville, AR 72701
 - b. **MVP Sports Photography:** Attention: Misty Howard, 1722 N. College Ave., Fayetteville, AR 72703

4. **Term:** This contract shall be effective for one (1) year from date approved by City Council and may be automatically renewable upon mutual agreement for up to an additional four (4) one-year terms for a possible contract term of five (5) years.
5. **Payments and Reports:**
- a. **MVP** shall pay CITY an amount equal to 10 percent (10%) of all gross sales of photographs (includes all related items including but not limited to posters, cards, stickers, key chains, etc.)
 - b. Payments to CITY shall be made no later than twenty (20) working days following the final day of each program. A late fee of ten percent (10%) will be assessed if payment not received within thirty (30) days of the due date.
 - c. **MVP** shall submit a program report with payment indicating how many participants purchased photos and/or photo-related items and which specific packages (in relation to cost) were purchased.
 - d. All payments and reports shall be delivered to the Parks and Recreation Division, 1455 Happy Hollow Rd., Fayetteville, AR 72701.
6. **Approval of Agent:** The City reserves the right to require **MVP** to replace an assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.
7. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
8. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case. Venue for all legal disputes shall be Washington County, Arkansas.
9. **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, **MVP** 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.
10. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, or fees.
11. **Omissions:** If **MVP** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, **MVP** will not receive a fee for work associated with the Change Order.
12. **Professional Responsibility:** **MVP** will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to **MVP** any defects or suspected defects in

services of which CITY OF FAYETTEVILLE becomes aware, so **MVP** can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of **MVP**.

- a. **Conflict of Interest:** **MVP's** engagement under this Agreement will not prevent it from taking similar engagements with other clients. **MVP** will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict of interest.
- b. **Subcontractors:** **MVP** may cause another person or entity, as a subcontractor of **MVP** to provide some of the services required to be performed by **MVP** hereunder; provided that **MVP** shall remain responsible for all acts and omissions of any such subcontractors, each of which shall be bound by **MVP's** obligations under this Agreement.

13. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **MVP**:
 - i. Provide full information as to the requirements for the Project, including team schedules along with team and coach lists for specific program as requested.
 - ii. Assist **MVP** by placing at **MVP's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **MVP** in obtaining access to property reasonably necessary for **MVP** to perform its services under this Agreement.
 - iv. The City of Fayetteville's Recreation Superintendent is the project representative with respect to the services to be performed under this Agreement. The Recreation Superintendent shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

14. Debarment Certification: **MVP** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **MVP** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

15. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

- ii. An opportunity for consultation with the terminating party prior to termination.
- b. If termination for default is affected by **MVP**, in the event **MVP** should default in prompt payment or performance of any of its obligations as set forth herein, and in the event that it should become necessary for City to collect any past due payments or to enforce the other obligations of **MVP** as set forth herein, by suit or otherwise, CITY shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation.

16. Rights and Benefits: **MVP's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

17. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **MVP** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **MVP** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **MVP** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **MVP** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to **MVP** and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

18. Publications: **MVP** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **MVP's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **MVP**. **MVP** shall not use pictures taken on behalf of this contract for marketing purposes without prior, written consent of the subject or, in case subject is a minor, the legal parental guardian(s).

19. Indemnification: MVP shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in MVP's capacity as an agency, and caused by any willful or negligent error, omission, or act of MVP or any person employed by it or anyone for whose acts MVP is legally liable.

20. Additional Responsibilities of MVP:

- a. MVP shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MVP's negligent performance, except beyond the MVP's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- b. MVP's obligations under this clause are in addition to MVP's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against MVP for faulty materials, equipment, or work.

21. Audit and Access to Records:

- a. MVP shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. MVP shall also maintain the financial information and data used by MVP in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. MVP will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. The CITY reserves the right to review, audit, and examine any and all records obtained by MVP relating to the Scope of Work (Appendix A).

22. Gratuities: If CITY OF FAYETTEVILLE finds after a notice and hearing that MVP or any of MVP's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to MVP, terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and MVP SPORTS PHOTOGRAPHY by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

MVP SPORTS PHOTOGRAPHY

By: _____
LIONELD JORDAN, MAYOR

By: Misty Howard
MISTY HOWARD, OWNER

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 9/28/23



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 23-11 Addendum 1 MVP Sports Photography Supplier Response

Event Information

Number: RFP 23-11 Addendum 1
Title: Parks Program Photographer
Type: Request for Proposal
Issue Date: 5/28/2023
Deadline: 6/21/2023 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is now accepting proposals for photographer services for youth softball, fall soccer, and other events as requested. This contract shall be for one (1) year with four (4) renewal options. Any questions regarding this RFP process shall be directed to Amanda Belfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Belfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

MVP Sports Photography Information

Contact: Misty Howard
Address: 1722 N College Ave
Fayetteville, AR 72703
Phone: (501) 231-0126
Email: mvpsports.ark@gmail.com

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

Misty Howard

Signature

Submitted at 6/16/2023 09:32:51 AM (CT)

mvpsports.ark@gmail.com

Email

Supplier Note

Hi Amanda, Please let me know if you need any additional information. Thank you Misty

Requested Attachments

RFP 23-11, Parks Program Photographer

Fayetteville Paperwork.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Response Attachments

Fayetteville Paperwork.pdf

Fayetteville Paperwork

Fayetteville Parks Youth Soccer.pdf

Youth Soccer Schedule

Fayetteville Softball 2023.pdf

Youth Softball Scedule

Fayettevillemosiac.jpg

Sponsor Mosiac

Order Form 2023 Front Bi Fold.jpg

Order Form Front

Order Form 2023 Middle BiFold.jpg

Order Form Middle

Referrals 2023 Fayetteville Bid.pdf

Referrals

Fayetteville 2023.pdf

Bid

Bid Attributes

1	Addendum Acknowledgement By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☒ I agree
---	---

RFP 23-11, Parks Program Photographer
MVP's Submittal
Appendix C



SPORTS PHOTOGRAPHY BID 2023

Thank you for allowing MVP Sports the opportunity to be considered as your league photographer again year. I have worked with Fayetteville Parks & Recreation for many years and have considered everything to have gone smoothly.

Here at MVP Sports, sports is not a sideline business for us, it is what we do. MVP Sports offers the highest quality products which can include trading cards, magazine covers, plaques, memory mates, buttons, magnets, prints with folding mounts and posters and more. We have long-standing experience with the major sports – baseball, softball, basketball, football, soccer, volleyball and swim. Let MVP Sports capture the great moments in your athlete's life!

Here are a few advantages to using our company.

- A Business Dedicated Specifically to Sports Photography
- More Products & Lower Prices – we offer a wide variety to suit the needs of everyone
- A Full Color Envelope for Parents, Displaying All Products, Or The Option to Pre-Order/Pay Online. We Also Offer Venmo, Cashapp, Paypal, Etc For Convenient Payment
- Complementary Custom Team Photo Print for Coaches and Sponsor Certificates
- Great Customer Service and Highly Organized (We want to take the stress off of you for pictures)
- 10% of Gross Sales Back Into Your Organization
- A Member of the Arkansas Recreation and Parks Association. (I have worked with Kitty Lane for many of the past Conventions)

Every league I work with has different needs and requests. This bid can be altered to the needs of your organization and what is important to put back into your league.

I look forward to the opportunity to serve you.

Thank you
Misty Howard



REFERRALS:

Fayetteville Parks & Recreation
Lacie Ballard – Soccer
Dean Rawlings - Softball

Bentonville Parks & Recreation
Baylee D'Amico
479-616-8133

Siloam Springs Youth Baseball
Mike Williamson
479-215-9102

City of Benton Parks & Recreation (Baseball, Softball, Miracle League, Volleyball)
Ryan Grist
501-206-1177

First Baptist Church of Centerton
Michelle Langford
479-790-0668

Faulkner County Boys & Girls Club
Clint Brock
clint@bgcfaulkner.org
501-472-2509

Greenbrier Parks & Recreation
Matt Velek
501-539-3903

Fayetteville Parks & Recreation Soccer

Picture Dates: Monday, Sept 12th - Saturday Sept 17

Monday, Sept 12

<u>Time</u>	<u>Team</u>	<u>Age</u>
5:00 PM	Sporting (Ballinger)	U12 Girls
5:15 PM	Union (Breshears)	U9 Boys
5:15 PM	Timbers (Scott)	U9 Boys
5:30 PM	Union (Dale)	U5 Boys
5:30 PM	Crew (Loffer)	U5 Boys
5:30 PM	Timbers (Hicks)	U5 Boys
5:45 PM	Timbers (Brill)	U7 Boys
5:45 PM	Fire (Roope)	U5 Boys
6:00 PM	Impact (Zaharopoulos)	U9 Boys
6:00 PM	Sporting (Hiestand)	U7 Boys

Tuesday, Sept 13

<u>Time</u>	<u>Team</u>	<u>Age</u>
4:45 PM	First Touch	
5:00 PM	Earthquake (Estes)	U9/U10 Girls
5:00 PM	Crew (Jesse)	U9/U10 Girls
5:15 PM	Timbers (Powell)	U6 Boys
5:15 PM	Union (Bloemke)	U6 Boys
5:30 PM	Sporting (Penick)	U8 Boys
5:30 PM	Impact (Moore)	U8 Boys
5:30 PM	Fire (Spicer)	U8 Boys
5:45 PM	First Touch	
6:00 PM	Revolution (Spicer)	U12 Boys
6:00 PM	Timbers (Berner)	U12 Boys
6:15 PM	Impact (Worley)	U12 Boys
6:15 PM	Union (Lopez)	U12 Boys
6:30 PM	Impact (Larsen)	U16 Boys
6:30 PM	Union (Allee)	U16 Boys
6:30 PM	Revolution (Temple)	U16 Boys

Thursday, Sept 15th

<u>Time</u>	<u>Team</u>	<u>Age</u>
4:45 PM	First Touch	
5:00 PM	Union (Lopez)	U6 Girls
5:00 PM	Timbers (Krause)	U6 Girls
5:15 PM	Fire (Stotts)	U6 Girls
5:15 PM	Crew (Davis)	U6 Girls
5:30 PM	Impact (Brown)	U6 Girls
5:30 PM	Earthquakes (Sorokoty)	U6 Girls
5:45 PM	First Touch	
5:45 PM	Impact (Britt)	U7 Girls
5:45 PM	Crew (Lee Gay)	U7 Girls
5:45 PM	Revolution (Smith)	U10 Boys
6:00 PM	Sporting (Taylor)	U8 Girls
6:00 PM	Sporting (Rimmer)	U7 Girls
6:15 PM	Impact (Ramirez)	U16 Girls
6:15 PM	Explosion (Ramirez)	U16 Girls

Saturday, Sept 17th

<u>Time</u>	<u>Team</u>	<u>Age</u>
8:00 AM	Union (Simpson)	U12 Girls
8:00 AM	Earthquakes (Breshears)	U12 Girls
8:00 AM	Crew (Williams)	U12 Girls
8:15 AM	Union (La Fargue)	U7 Boys
8:15 AM	Fire (Pritchett)	U7 Boys
8:15 AM	Impact (Gump)	U7 Boys
8:30 AM	Dynamo (Scott)	U7 Boys
8:30 AM	Impact (Spicer)	U5 Boys
8:30 AM	Sporting (Nimmo)	U5 Boys
8:45 AM	Dynamo (Wilburn)	U5 Boys
8:45 AM	Crew (Sheatsley)	U7 Boys
9:00 AM	Revolution (Casteel)	U9 Boys
9:00 AM	Rapids (Gabbard)	U9 Boys
9:00 AM	Explosion (Rodriguez)	U5 Girls

Saturday, Sept 17th

Continued

<u>Time</u>	<u>Team</u>	<u>Age</u>
9:15 AM	Earthquakes (Linch)	U5 Girls
9:15 AM	Crew (Britt)	U5 Girls
9:15 AM	Impact (Brown)	U5 Girls
9:15 AM	Sporting (Blasingame)	U5 Girls
9:30 AM	Timbers (Santo)	U5 Girls
9:30 AM	Union (Downing)	U10 Boys
9:30 AM	Impact (?)	U10 Boys
9:30 AM	Fire (?)	U10 Boys
9:45 AM	Union (Strope)	U8 Boys
9:45 AM	Crew (Thein)	U8 Boys
9:45 AM	Explosion (Jones)	U8 Boys
10:00 AM	Dynamo (Velasco)	U8 Boys
10:00 AM	Timbers (Esinhart)	U8 Boys
10:00 AM	Impact (Stricklin)	U6 Boys
10:15 AM	Fire (Rozzell)	U6 Boys
10:15 AM	Sporting (Strayhorn)	U6 Boys
10:15 AM	Fire (Sloan)	U12 Boys
10:30 AM	Timbers (Allee)	U10 Boys
10:30 AM	Dynamo (Peterson)	U6 Boys
10:30 AM	Explosion (?)	U6 Boys
10:30 AM	Crew (Gearity)	U6 Boys
11:00 AM	United (Dean)	U9/U10 Girls
11:00 AM	Timbers (Galbraith)	U9/U10 Girls
11:00 AM	Fire (Lopez)	U9/U10 Girls
11:00 AM	Sporting (Bunner)	U9/U10 Girls
11:15 AM	Timbers (Krause)	U8 Girls
11:15 AM	Impact (Tacito)	U8 Girls
11:15 AM	Fire (Thein)	U8 Girls
11:15 AM	Earthquakes (Urso)	U8 Girls
11:30 AM	Crew (Bloemke)	U8 Girls
11:30 AM	Timbers (Lee)	U7 Girls
11:30 AM	Earthquakes (Buckley)	U7 Girls
11:30 AM	Explosion (Haney)	U7 Girls
11:45 AM	Union (Macechko)	U7 Girls
11:45 AM	Union (Wright)	U8 Girls

Fayetteville Parks & Rec Softball

Picture Schedule

Gary Hampton - Picture Setup: Front Entrance

Monday, May 15th

<u>Time</u>	<u>Team</u>	<u>Age</u>
5:00 PM	Scott	10U
5:00 PM	Cordry	8U
5:15 PM	Smith	8U
5:30 PM	Compton	6U
5:45 PM	Moseley	12U
5:45 PM	Vincent	12U
6:00 PM	Fowler	8U
6:00 PM	Woods (Purple)	8U
6:00 PM	Holthoff/Stockland	6U
6:15 PM	Hurst	6U
6:15 PM	McGowan	10U
6:25 PM	Watson	10U
6:25 PM	Monday	4U

Tuesday, May 16th

<u>Time</u>	<u>Team</u>	<u>Age</u>
5:00 PM	Harris	10U
5:15 PM	Walker	8U
5:15 PM	Vessell	8U
5:25 PM	Lipe	6U
5:25 PM	Newell	6U
5:45 PM	Goodman	12U
6:00 PM	Wood (Pink)	8U
6:00 PM	Deming	8U
6:00 PM	Gochi	10U
6:00 PM	Kilpatrick	10U
6:15 PM	Walker	6U
6:25 PM	Tuesday	4U

Stuffed
PUFFS



APPENDIX C
Parks Program Photographs
MWP's Submission
REF 2311

Thank you for your 2023 Sponsorship



DDL Add a Digital Download to any Package for Only \$10



\$32



☐ **Paypal** - email :
mvpsports.ark@gmail.com
or phone 501-231-0126

Package / Item	QTY	TOTAL
B	1	\$32
SUBTOTAL		
TOTAL DUE		

☐	NO PAY	☐	COMBO	☐	TEAM ONLY
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[illegible]

Payment by check is your express authorization that return checks may be electronically represented and that we may draw a check on or electronically debit your account for a return check fee of \$30 or state allowed maximum. To revoke this authorization or to verify or dispute any debit call 501-231-0126

All photographs taken are copyrighted and may be reproduced for advertising purposes.



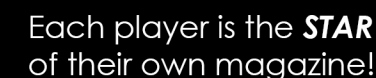
PHOTO DAY ORDER FORM



Awesome Products

New! SportsPress Books

High Quality Designs



MVPSPORTS.ARK@GMAIL.COM
501-231-0126



Popular Add Ons



Memory Mate Plaque



Mouse Pad



Dog Tag



Button



Bag Tag



Dry Erase Board



Travel Mug



Clip Board



Phone Socket



Wall Cling



8x10 Individual & Designer Statuettes

Designs may change from the ones displayed on this order form.

A La Carte Items

M	1-Memory Mate (1-3x5 Ind, 1-5x7 Team & Mount)	\$15.00
N	1-Large Memory Mate (1-5x7 Ind, 1-5x7 Team & Mount)	\$18.00
O	1-Designer Composite Memory Mate (8x10 Print w/Team Photo, Ind. Photo, Custom Text & Graphics)	\$15.00
P	12x30 Pennant Wall Cling of Individual	\$22.00
H	8-Pro Trading Cards	\$20.00

Specialty Imaging

15	1-Personalized Photo Button	\$7.00
16	1-Personalized Photo Magnet	\$7.00
17	1-Mousepad of Individual	\$14.00
18	1-Bag Tag of Individual	\$12.00
19	1-Dry Erase Board	\$18.00
20	1-Dog Tag Necklace of Individual	\$12.00
21	1-8x10 Magazine Cover	\$13.00
22	24" Wall Cling	\$30.00
23	Phone Socket	\$15.00
24	2-Photo Notebooks	\$15.00

Sculptures

27	1-8x10 Graphic Statuette (w/Name Printed)	\$23.00
28	1-8x10 Individual Laser Cut Statuette	\$25.00

Drinkware Items

30	1-Ceramic Mug of Ind (15oz)	\$24.00
31	1-Aluminum Travel Mug of Ind (15oz)	\$25.00
32	1-Drink Insulator of Ind (Koozie)	\$16.00
33	1-Aluminum Water Bottle of Ind (16oz)	\$26.00

Photo Prints

34	8-Wallet Photos	\$8.00
35	4-3x5 INDIVIDUAL Photos	\$12.00
36	1-5x7 INDIVIDUAL Photo	\$8.00
37	1-8x10 INDIVIDUAL Photo	\$12.00
38	1-5x7 Team Photo	\$8.00
39	1-8x10 Team Photo	\$12.00

Coach Items

40	1-8x10 Group Signable w/Display Easel	\$15.00
41	1-Coach Clipboard (w/dry erase board)	\$25.00

Plaques

11	1-9x12 Cherry Memory Mate Plaque	\$35.00
12	1-8x12 Cherry Individual Plaque	\$35.00
13	1-6x9 Memory Mate Plaque	\$26.00
14	1-6x9 Individual Plaque	\$26.00

Package A

Book Has A Custom Cover
Included in the book
1 9x12 Designer Memory Mate Plaque
1 8x10 Designer Individual
2 5x7 Designer Individuals
8 Designer Wallets
4 3x5 Designer Individuals

\$52

Package B

Book Has A Custom Cover
Included in the book
1 8x10 Designer Memory Mate
1 8x10 Individual
2 5x7 Individuals
8 Wallets
8 Trading Cards

\$40

Package C

Book Has A Custom Cover
Included in the book
1 8x10 Designer Memory Mate
1 8x10 Designer Individual
2 5x7 Designer Individuals
8 Designer Wallets

\$30

Package BRK3

Your Image is extracted and put on a custom background!

Included in the book
2 8x10 Individuals
2 5x7 Individuals
8 Wallets

\$48

Create Your Own Package! This package does not include the Sports Press Book. MOST POPULAR

Mix & Match any of the items in this box. You may order more than one item. Write all item codes in the order box.

Pick Your Items Choose any 4 items

EA • 8x10 Individual EF • Magazine Cover
EB • 2 5x7 Individuals EH • 2 Magnets
EC • 8 Wallets EJ • 5 Game Day Tickets
ED • 5x7 Team

\$32

DDL Add a Digital Download to any Package for Only \$10

TEAR HERE TO INSERT YOUR MONEY AND SEAL THE ENVELOPE.

City of Fayetteville
RFP 23-11, Parks Program Photographer
SECTION C: Vendor References

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

COMPANY NAME: MVP Sports Photography
NUMBER OF YEARS IN BUSINESS: 24 years HOW LONG IN PRESENT LOCATION: 12 years
TOTAL NUMBER OF CURRENT EMPLOYEES: 11 FULL TIME 1 PART TIME 10
NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME 5 PART TIME

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

1. Fayetteville Parks & Rec

COMPANY NAME

Fayetteville, AR 72703

CITY, STATE, ZIP

Lacie Ballard, Dean Rawlings

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. First Baptist Church Basketball

COMPANY NAME

Centerton, AR

CITY, STATE, ZIP

Michelle Langford

CONTACT PERSON

479-790-0668

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. Bentonville Parks & Recreation

COMPANY NAME

Bentonville, AR

CITY, STATE, ZIP

Baylee D'Amico

CONTACT PERSON

479-666-8133

TELEPHONE

FAX NUMBER

bdamico@bentonville.ar.com

E-MAIL ADDRESS

4. Benton Parks & Rec

COMPANY NAME

Benton, AR

CITY, STATE, ZIP

Ryan Grist

CONTACT PERSON

501-206-1177

TELEPHONE

FAX NUMBER

ryan.grist@bentonar.org

E-MAIL ADDRESS

1. DISCLOSURE INFORMATION

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

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

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

X 1) NO KNOWN RELATIONSHIP EXISTS

2) RELATIONSHIP EXISTS (Please explain):

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

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: MVP Sports

Primary Contact: Misty Howard Title of Primary Contact: Owner

Phone#1 (cell preferred): 501-231-0126 Phone#2: _____

E-Mail Address: mvp sports.ark@gmail.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
RFP 23-11	<i>Misty Howard</i> Misty Howard	6/16/23

4. DEBARMENT CERTIFICATION:

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

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

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

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

NAME OF COMPANY: MVP Sports Photography
PHYSICAL ADDRESS: 1722 N College Ave, Fayetteville, AR 72703
MAILING ADDRESS: 1722 N College Ave, Fayetteville, AR 72703
TAX ID #: 84-3524817 AR. SECRETARY OF STATE FILING #: 811222799
PHONE: 501-231-0126 FAX: _____
E-MAIL: mvp sports.ark@gmail.com
SIGNATURE: *Misty Howard*
PRINTED NAME: Misty Howard
TITLE: Owner DATE: 6/16/23

City of Fayetteville
RFP 23-11, Parks Program Photographer
SECTION C: Vendor References

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CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

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COMPANY NAME

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CITY, STATE, ZIP

Michelle Langford

CONTACT PERSON

479-790-0668

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

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Bentonville, AR

CITY, STATE, ZIP

Baylee D'Amico

CONTACT PERSON

479-666-8133

TELEPHONE

FAX NUMBER

bdamico@bentonville.ar.com

E-MAIL ADDRESS

4. Benton Parks & Rec

COMPANY NAME

Benton, AR

CITY, STATE, ZIP

Ryan Grist

CONTACT PERSON

501-206-1177

TELEPHONE

FAX NUMBER

ryan.grist@bentonar.org

E-MAIL ADDRESS

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2) RELATIONSHIP EXISTS (Please explain):

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

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Primary Contact: Misty Howard Title of Primary Contact: Owner

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ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
RFP 23-11	<i>Misty Howard</i> Misty Howard	6/16/23

4. DEBARMENT CERTIFICATION:

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

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

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

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

NAME OF COMPANY: MVP Sports Photography
PHYSICAL ADDRESS: 1722 N College Ave, Fayetteville, AR 72703
MAILING ADDRESS: 1722 N College Ave, Fayetteville, AR 72703
TAX ID #: 84-3524817 AR. SECRETARY OF STATE FILING #: 811222799
PHONE: 501-231-0126 FAX: _____
E-MAIL: mvp sports.ark@gmail.com
SIGNATURE: *Misty Howard*
PRINTED NAME: Misty Howard
TITLE: Owner DATE: 6/16/23



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Lee Farmer, Recreation Superintendent

DATE:

SUBJECT: Agreement for Concession Services with Something Different, LLC

RECOMMENDATION:

Parks, Natural Resources and Cultural Affairs staff recommends the approval of a contract with Something Different, LLC for the operation of concessions located at Kessler Mountain Regional Park Soccer and Baseball Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex and the Wilson Park Pool.

BACKGROUND:

Concession services are a traditional component of sports leagues, tournament operations, and the Wilson Park Pool operation. These concession services have been supplied in previous years through a contract with a third-party vendor.

Something Different, LLC has been in the concession and catering business for over a decade, including operating concessions for Parks, Natural Resources and Cultural Affairs complexes for the past five years.

DISCUSSION:

In August of 2023, the City of Fayetteville advertised RFP 23-18 for concession services. Something Different, LLC was the sole proposal submitted. Although there was only one submission for concession services, the selections committee has recommended Something Different, LLC based on their submission and past experience providing concessions for Parks, Natural Resources and Cultural Affairs.

BUDGET/STAFF IMPACT:

There is no cost to the City for this agreement and no additional staff is required. The contract will be for a term of ten (10) months with an automatic renewal for up to four (4) additional years. Something Different, LLC will pay the City 10% of all gross sales of concessions on a monthly basis. The projected revenue from this contract will be approximately \$19,800 and is accounted for in the 2024 operational budget.

ATTACHMENTS: SRF (#3), RFP 23-18, CONTRACT (#4), RFP 23-18, Submittal - Something Different LLC (Tom Pagnozzi) - E (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1292

Agreement for Concession Services with Something Different, LLC

A RESOLUTION TO AWARD RFP 23-18 AND APPROVE A TEN MONTH CONTRACT WITH SOMETHING DIFFERENT, LLC FOR THE OPERATION OF CONCESSIONS LOCATED AT KESSLER MOUNTAIN REGIONAL PARK SOCCER AND BASEBALL COMPLEX, GARY HAMPTON SOFTBALL COMPLEX, LAKE FAYETTEVILLE SOFTBALL COMPLEX AND THE WILSON PARK POOL WITH AUTOMATED RENEWALS FOR UP TO FOUR ADDITIONAL YEARS

WHEREAS, concession services are a traditional component of sports leagues, tournament operations, and the Wilson Park Pool operation; and

WHEREAS, these concession services have been supplied in previous years through a contract with a third-party vendor; and

WHEREAS, Something Different, LLC will pay the City 10% of all gross sales of concessions on a monthly basis.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 23-18 and authorizes Mayor Jordan to sign a ten month contract with Something Different, LLC for the operation of concessions located at Kessler Mountain Regional Park Soccer and Baseball Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex and the Wilson Park Pool with automatic renewals for up to four additional years.

City of Fayetteville Staff Review Form



Item ID

12/5/2023

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

Lee Farmer

11/13/2023

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with Something Different, LLC for the operation of concessions located at Kessler Mountain Regional Park Soccer and Baseball Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex and the Wilson Park Pool. Something Different, LLC will pay the City 10% of total gross sales from concessions.

Budget Impact:

1010.520.5220-4414

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



THIS AGREEMENT is executed this _____ day of _____ 2023, by and between the **City of Fayetteville** acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Something Different LLC** (hereinafter called **Concessionaire**), in consideration of their mutual covenants agree as follows:

Concessionaire shall provide concession services to Parks, Natural Resources and Cultural Affairs for the CITY in those assignments to which this Agreement applies during the performance of services defined in the scope of work. All services shall be performed under the direction of a firm - registered in the State of Arkansas and qualified in the particular field.

1. **Contracted parties:** This agreement shall be binding between all parties. Fees for services shall be provided as identified in appendices.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Concessionaire**.
 - a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - i. **Appendix A:** Scope of Work
 - ii. **Appendix B:** City's Solicitation identified as RFP 23-18, Concession Services
 - iii. **Appendix C:** **Concessionaire's** RFP response
 - iv. **Appendix D:** **Concessionaire's** Proof of Insurance
3. **Term:** This lease shall commence on the date approved by the Fayetteville City Council and shall extend for approximately ten (10) months, ending on November 30, 2024. Upon agreement of both parties, the lease shall automatically renew for four (4) single year terms:
 - a. Renewal 1 of 4: Beginning February 1, 2025 and ending November 30, 2025
 - b. Renewal 2 of 4: Beginning February 1, 2026 and ending November 30, 2026
 - c. Renewal 3 of 4: Beginning February 1, 2027 and ending November 30, 2027
 - d. Renewal 4 of 4: Beginning February 1, 2028 and ending November 30, 2028
4. **Rent/Report:** **Concessionaire** agrees to pay City an amount equal to 10% percent of all gross sales of food, beverages and refreshments no later than ten (10) working days following the close of each month. In addition to the rental payment, **Concessionaire** shall file a monthly report on the form supplied by the City. The rental payment and monthly report shall be delivered to the Parks, Natural Resources and Cultural Affairs Offices at 1455 S. Happy Hollow Rd., Fayetteville, AR 72701. Any payments to City not made when due shall incur interest after maturity at the rate of 6%.

5. **Records:** The City shall have the right at all times to examine **Concessionaire's** books and records and verify rental paid. Any errors or omissions shall be adjusted.
6. **Use:** The lease premises shall be used only for the purpose of selling food, beverages, and such refreshments as are usually incidental to a restaurant, café, or soft drink concession, but specifically excluding any alcoholic beverage or tobacco products. Further, **Concessionaire** shall not use or permit the stand to be used for any unlawful, improper or offensive purpose whatsoever.
7. **Maintenance:** The City will perform all major and minor repairs in each of the concession stands leased by the **Concessionaire**; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said stand(s). **Concessionaire** shall promptly notify Parks, Natural Resources and Cultural Affairs of any needed repairs.
8. **Insurance:** **Concessionaire** shall provide proof of worker's compensation as required by Arkansas Statute and liability insurance with a minimum coverage of:
 - a. \$300,000 for one person involved in death or injury
 - b. \$500,000 for two or more persons involved in death or injury
9. **Rights and Duties of Concessionaire:** **Concessionaire** agrees to:
 - a. Conduct said business as not to interfere with other uses or activities on the property.
 - b. Open and staff the concession stand anytime the City has scheduled activities, unless otherwise stipulated by the Parks and Recreation Division staff.
 - c. Open each day, at least fifteen (15) minutes prior to the first scheduled game and shall remain open until the last game has concluded, unless otherwise stipulated by the Parks and Recreation Division staff.
 - d. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, HMR tax, payroll tax, and the Arkansas Department of Health guidelines regarding food preparation.
 - e. Maintain, protect, and secure the concession building, equipment, and leased premises.
 - f. **Concessionaire** is responsible for replacing concession equipment if equipment is damaged beyond normal wear. City equipment cannot be loaned or removed from the park premises without permission from Park staff.
 - g. Clean premises daily of all debris in accordance with the Arkansas Department of Health guidelines.
 - h. Surrender leased premises at the end of each term in the same condition (except for normal wear) as received, including, but not limited to removal of all refuse.
 - i. Leased premises must be cleaned and returned to Parks, Natural Resources and Cultural Affairs within five (5) working days after the last event per location. All items remaining after five (5) days will be considered the property of Parks, Natural Resources and Cultural Affairs.
 - j. Not employ any persons with a felony conviction, child safety, child abuse, or any child related charges who would be associated with this awarded contract.

10. **Rights and Duties of the City:** The City of Fayetteville shall:
- Provide and pay for the water and electrical utility services.
 - In its sole discretion, replace depreciated concession equipment that is no longer usable.
 - Have the right to inspect the stand at any reasonable time during the term of the agreement
 - Have the right to screen for felony convictions by the Fayetteville Police Department.
11. **Default/Termination:** If **Concessionaire** defaults in the payment of rent, or if it violates any other covenants of this agreement, the City may terminate this contract, and the City may immediately enter and retake possession of the concession. In the event that **Concessionaire** should default in the prompt payment or performance of any obligations as set forth herein, and in the event that it should become necessary for City to collect any past due payments or to enforce the other obligations of **Concessionaire** as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a thirty (30) day written notice.
12. **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, **Concessionaire** 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.
13. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, or fees.
14. **Indemnification:** **Concessionaire** shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in **Concessionaire's** capacity as an agency, and caused by any willful or negligent error, omission, or act of **Concessionaire** or any person employed by it or anyone for whose acts **Concessionaire** is legally liable.
15. **Miscellaneous:**
- All actions, whether sounding in agreement or in tort, relating to the validity, construction, interpretation, and enforcement of this agreement shall be instituted and litigated in the courts of the State of Arkansas.
 - Concessionaire** hereunder shall not sell, sublet, or assign this agreement or any portion thereof to any other person or persons.
 - Upon agreement by both parties, any part of this agreement may be changed which will benefit the operation of concession. This agreement shall be amended only upon mutual written agreement signed by all parties.

16. **Gratuities:** If CITY OF FAYETTEVILLE finds after a notice and hearing that **Concessionaire** or any of their agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Concessionaire**, terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **SOMETHING DIFFERENT LLC** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

SOMETHING DIFFERENT LLC

By: _____
LIONELD JORDAN, MAYOR

By: _____
TOM PAGNOZZI, OWNER

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: _____



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 23-18

Something Differnt LLC

Tom Pagnozzi

Supplier Response

Event Information

Number: RFP 23-18
Title: Concession Services
Type: Request for Proposal
Issue Date: 8/6/2023
Deadline: 8/29/2023 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, seeks proposals from experienced and qualified individuals, firms, or providers to provide the City concession services at concession stands located at the Gary Hampton Softball Complex, Kessler Mountain Regional Park soccer concessions and baseball concessions, Lake Fayetteville Softball Complex, White River Baseball Complex, and Wilson Park Swimming Pool for a one (1) year contract with four (4) automatic renewals for a total of five (5) years. Any questions regarding this solicitation process shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Something Differnt LLC Information

Contact: Tom Pagnozzi
Address: 614 W Sycamore Street
Fayetteville, AR 72703
Phone: (479) 530-2794
Email: tom@southerntrend.com

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

Tom Pagnozzi

Signature

Submitted at 8/25/2023 03:15:39 PM (CT)

tom@southerntrend.com

Email

Requested Attachments

RFP 23-18, Concession Services

concessions-services.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Bid Attributes

1

Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☒ I agree



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-18, Concession Services

DEADLINE: Tuesday, August 29, 2023 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 08/06/2023

**REQUEST FOR PROPOSAL
RFP 23-18, Concession Services**

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

*City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701*

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

City of Fayetteville, AR
Request for Proposal
RFP 23-18, Concession Services

The City of Fayetteville, Arkansas, seeks proposals from experienced and qualified individuals, firms, or providers to provide the City concession services at concession stands located at the Gary Hampton Softball Complex, Kessler Mountain Regional Park soccer concessions and baseball concessions, Lake Fayetteville Softball Complex, White River Baseball Complex, and Wilson Park Swimming Pool. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Tuesday, August 29, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Any firm providing a service shall be registered with the Arkansas Secretary of State.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville

By: Amanda Beilfuss, Sr. Purchasing Agent

P: 479.575.8220 abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 08/06/2023

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX.

SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	02
SECTION A: General Terms & Conditions	04
SECTION B: Scope of Services and General Information	12
SECTION C: Vendor References	19
SECTION D: Submittal Signature	20
SECTION E: Draft Contract	22

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - a. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 - i. Option 1 –Electronic Submittal (*strongly encouraged*): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 - ii. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or

electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other

circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

Successful Proposer shall provide proof of worker's compensation as required by Arkansas Statute and 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. Certificate of insurance shall list the City of Fayetteville as an additional insured.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal,

request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate

understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

1. BACKGROUND:

The City of Fayetteville is now accepting proposals for the concession stands at the Gary Hampton Softball Complex, Kessler Mountain Regional Park soccer concessions and baseball concessions, Lake Fayetteville Softball Complex, White River Baseball Complex, and Wilson Park Swimming Pool.

The proposals will be evaluated using the City's Professional Services Selection Policy, PUR-13. In evaluating the qualifications of each bid, a review committee will consider the following criteria, as detailed in PUR-13, with the assigned point values that total 100 percent. Evaluation factors outlined shall be applied to all eligible, responsive proposals in comparing proposals and selecting the successful Proposer. While the City reserves the right to interview any or all proposals, award of a contract may be made without discussion with vendor after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

2. SCOPE OF WORK: The City of Fayetteville seeks proposals from qualified and experienced firms interested in providing concession services to include the following:

- a. The City leases and demises unto Proposer, subject to the terms and conditions contained herein, the following concession stands (building and equipment) all located in Fayetteville, Arkansas (proposers must submit on ALL locations):
 - i. Gary Hampton Softball Complex
 - ii. Kessler Mountain Regional Park soccer concessions
 - iii. Kessler Mountain Regional Park baseball concessions
 - iv. Lake Fayetteville Softball Complex
 - v. White River Baseball Complex
 - vi. Wilson Park Swimming Pool
- b. **Term** – This contract shall commence on the date approved by the Fayetteville City Council and shall extend for approximately ten (10) months, ending on November 30, 2024. Upon agreement of both parties, the lease shall automatically renew for four (4) single year terms:
 - i. Renewal 1 of 4: Beginning February 1, 2025 and ending November 30, 2025
 - ii. Renewal 2 of 4: Beginning February 1, 2026 and ending November 30, 2026
 - iii. Renewal 3 of 4: Beginning February 1, 2027 and ending November 30, 2027
 - iv. Renewal 4 of 4: Beginning February 1, 2028 and ending November 30, 2028
- c. **Rent/Report** – Proposers shall state in their proposal the percentage amount in gross sales to be turned over to the City. Gross sales, hereafter referred to as "rental payment", includes the sale of food, beverages, and any and all refreshments. Such percentage shall be paid to the City no later than then (10) working days following the close of each month.

- i. In addition to the rental payment, Concessionaire shall be responsible for filing a monthly report on a form supplied by the City. The rental payment and monthly report shall be delivered to the Parks and Recreation Offices at 1455 S. Happy Hollow Rd., Fayetteville, AR 72701. Any payments not made when due shall incur interest after maturity of 6%.
- d. **Records** – The City shall have the right to examine books and records to verify rental has been paid. Any errors or omissions shall be adjusted.
- e. **Use** – The lease premises shall be used only for the purpose of selling food, beverages, and such refreshments as are usually incidental to a restaurant, café, or soft drink concession, but specifically excluding any alcoholic beverage and/or tobacco products. Further, the Concessionaire shall not use or permit the stand to be used for any unlawful, improper, or offensive purpose whatsoever.
- f. **Maintenance** – The City will perform all major and minor repairs in each of the concession stands leased by the Concessionaire; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said stand(s). Concessionaire shall promptly notify the Parks and Recreation Department of any needed repairs immediately and within 24-hours of breakdown or damage found.
- g. **Insurance** – Concessionaire shall provide proof of worker's compensation as required by Arkansas Statute and liability insurance with a minimum coverage of \$300,000 for one person involved in death or injury and \$500,000 for two or more persons involved in death or injury. Certificate of insurance shall list the City of Fayetteville as an additional insured.
- h. **Rights and Duties of Concessionaire** – Proposer agrees to the following:
 - i. Conduct said business as not to interfere with other uses or activities on the property.
 - ii. Open and staff the concession stand anytime the City has scheduled activities, unless otherwise stipulated by the Parks and Recreation Department staff.
 - iii. Open each day, at least fifteen (15) minutes prior to the first scheduled game and shall remain open until the last game has concluded, unless otherwise stipulated by the Parks and Recreation Department staff.
 - iv. Comply with all local, state, and federal laws, rules, regulations, orders, guidelines, and/or directions; including, but not limited to, sales tax, HMR (Hotel, Motel, Restaurant) tax, payroll tax, and the Arkansas Department of Health guidelines regarding food preparation and storage.
 - v. Maintain, protect, and secure the concession building, equipment, and leased premises.
 - vi. Concessionaire shall be responsible for replacing concession equipment if equipment is damaged beyond normal wear or damaged at the fault of the Concessionaire. City equipment shall not be loaned or removed from the park premises without permission from Park staff.
 - vii. Clean premises daily of all debris.
 - viii. Surrender leased premises at the end of each term in the same condition (except for normal wear) as received; including, but not limited to removal of all refuse.

- ix. Leased premises shall be cleaned and returned to Fayetteville Parks and Recreation within five (5) working days after the last event per location. All items remaining after five (5) days will be considered the property of Fayetteville Parks and Recreation.
 - x. Concessionaire shall not advertise or solicit any third-party business without prior written permission from the City of Fayetteville.
 - xi. Maintain, at all operating times, adequate inventory of all menu items to serve park patrons at all locations.
 - xii. Not employ any persons with a felony conviction, child safety, child abuse, or any child related charges who would be associated with this awarded contract.
- i. **Rights and Duties of the City** – The City of Fayetteville shall:
- i. Provide and pay for the water and electrical service.
 - ii. In its sole discretion, replace depreciated concession equipment that is no longer useable.
 - iii. Have the right to inspect the stand at any reasonable time during the term of the agreement.
 - iv. Have the right to screen for felony convictions by Fayetteville Police Department.
 - v. Pay for annual Health Department permits and post them on site.
- j. **Default/Termination** – If the concessionaire defaults in the payment of rent, or if it violates any other covenants of this agreement, the City may terminate this contract, and the City may immediately enter and retake possession of the concession. In the even that Concessionaire should default in the prompt payment or performance of any obligations as set forth herein, and in the even that it should become necessary for the City to collect any past due payments or to enforce the other obligations of Concessionaire as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a 60-day written notice.

3. ADDITIONAL INFORMATION AND REQUIREMENTS:

- a. The first event requiring services will be mid-February 2024.
- b. The City requires all vendors and contractors doing business with the City, not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin. The City requires the contractor to be familiar with and comply in every respect with Civil Rights Laws.
- c. Each submitted proposal shall list the percentage of gross sales the City will receive. Percentage proposed to the City of Fayetteville will cover the expenses for rent/lease and utilities. THIS PERCENTAGE SHALL NOT INCLUDE TAXES (Regular 9.75% + HMR 2% = 11.75% current rate). Concession sales are subject to taxes including HMR taxes. The current tax rate is 11.75%.
 - i. Gross sales shall be defined as: The sum total of overall sales, not adjusted for customer discounts or returns, calculated simply by adding all sales invoices, and not including operating expenses, cost of goods sold, payment of taxes, or any other charge or expense.

- d. Each proposal shall include an anticipated food menu of food and drink items. The City of Fayetteville reserves the right to approve the final menu.
- e. The schedule for the 2024 season is expected to be as follows. Schedule does not include or take into consideration seasonal extensions due to weather, etc. Concessionaire will be responsible for concession services for any extension in season schedule.
 - i. Gary Hampton Softball Complex: Adult Softball (March – October), including tournaments (February – November)
 - ii. Kessler Mountain Regional Park Soccer Concessions: Spring season (February – May), fall season (August – October)
 - iii. Kessler Mountain Regional Park Baseball Concessions: Spring season (March – June), fall season (August - October)
 - iv. Lake Fayetteville Softball Complex: Youth softball (March – June), including tournaments (March – October)
 - v. White River Baseball Complex: Spring season (March – June), fall season (August – October)
 - vi. Wilson Park Swimming Pool: May – August
- f. Estimated gross sales history from previous contracts:
 - i. 2017 = \$63,330
 - ii. 2018 = \$47,890
 - iii. 2019 = \$78,250
 - iv. 2020 = \$9,920 (COVID)
 - v. 2021 = \$92,860
 - vi. 2022 = \$79,390
 - vii. 2023 = TBD
- g. An updated equipment inventory listing is provided with this RFP and is referenced as Appendix A.
- h. The size of each concession is estimated as follows:
 - i. Kessler Mountain Regional Park (2 concessions) – approximately 400 sq. ft. each concession
 - ii. Gary Hampton and Lake Fayetteville Softball Complexes – approximately 150 sq. ft. each concession
 - iii. White River Baseball Complex – approximately 150 sq. ft.
 - iv. Wilson Park Swimming Pool (2 rooms) – approximately 100 sq. ft. and 50 sq. ft.
- i. The most recent menu has been, at minimum, the following with approximate prices:
 - i. Food:
 - 1. Hamburger - \$4.50
 - 2. Cheeseburger - \$5.00

3. Pork Sandwich - \$5.00
4. Pork Nachos - \$5.00
5. Brats - \$4.00
6. Hot Dogs - \$3.00
7. Frito Pie - \$3.00
8. Cheese Nachos - \$3.00

ii. Snacks

1. Popcorn - \$2.00
2. Chips - \$2.00
3. Pretzel - \$2.00
4. Candy - \$1.00
5. Pickles - \$1.00

iii. Ice Cream

1. Drumstick - \$2.00
2. Icee Freeze - \$1.00
3. Ice Cream Sandwich - \$2.00
4. Picklesicle - \$0.50

iv. Drinks

1. Water - \$2.00
2. Soda - \$2.00
3. Gatorade - \$2.50
4. Coffee - \$2.00
5. Hot Cocoa - \$2.00
6. Sweet Tea - \$2.00
7. Lemonade - \$2.00

- j. The Parks and Recreation Department strongly encourages proposers to offer healthy options to customers. Examples include, but are not limited to:
 - i. Beverages that contain 40 calories or less, 100% fruit juice with no added caloric sweeteners, and 100% vegetable juice that has less than 230mg of sodium.
 - ii. Food that contains zero (0) grams of trans-fat and 230mg of sodium.
 - iii. Food that has less than 10% of the calories coming from saturated fat and less than 35% of the total weight coming from sugar.
- k. Attached is the 2022 Fayetteville Parks & Recreation Program Report for additional information. This document is referred to as Appendix B.
- l. This City would be willing to discuss sending out the approved menu to all league e-mail subscribers with the Concessionaire.
- m. Proposers shall also include experience, if any, in coordinating third-party food vendors, including their readiness and overall approach taken.

4. **PROPOSAL CONTENT:** Proposals shall be prepared simply and economically, providing a straightforward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and

promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 1/2" x 11" white pages and bound in one volume/file. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion.

5. **CONTRACT FORMATION:** If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.
6. **PRICE:** Proposer agrees to provide the City of Fayetteville the following percentage of gross sales on a monthly basis:

Year 1 = 10 %

Year 2 = 10 %

Year 3 = 10 %

Year 4 = 10 %

Year 5 = 10 %

Proposers may utilize the above section for pricing, or pricing may be listed in the proposal, in the above requested format. Pricing shall be presented in a clear manner.

7. **SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the Proposer, partners, and project team. Indicated specialized experience and technical competence of the Proposer in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

- 3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 25% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the Proposer's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Proposer will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible, including proposed menu prices and the percentage City shall receive.

8. **ADDITIONAL DOCUMENTS AND INFORMATION:** The following documents are included with this solicitation as additional information:

- a. Appendix A – Concession Inventory
- b. Appendix B – 2022 Parks and Recreation Program Report
- c. Appendix C – Estimated Revenue by Location

CONTINUES ON NEXT PAGE

City of Fayetteville
RFP 23-18, Concession Services
SECTION C: Vendor References

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

COMPANY NAME: Something Different LLC

NUMBER OF YEARS IN BUSINESS: 6 HOW LONG IN PRESENT LOCATION: 6

TOTAL NUMBER OF CURRENT EMPLOYEES: 2 FULL TIME 8 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 2 FULL TIME 8 PART TIME

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

1. City of Fayetteville
COMPANY NAME

Fayetteville, AR
CITY, STATE, ZIP

Park & Rec.
CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

1. DISCLOSURE INFORMATION

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

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

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

X 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

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

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: Something Different LLC
Primary Contact: Tom Pagnoni Title of Primary Contact: Owner
Phone#1 (cell preferred): 479-530-2794 Phone#2: _____
E-Mail Address: tom@southerntrend.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

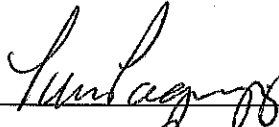
As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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

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

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

NAME OF COMPANY: Something Different LLC
PHYSICAL ADDRESS: 614 W. Sycamore St. Fayetteville, AR 72703
MAILING ADDRESS: Same
TAX ID #: 47-5505142 AR. SECRETARY OF STATE FILING #: 87585187-SLS

PHONE: 479-530-2794 FAX: _____
E-MAIL: tom@southerntrend.com
SIGNATURE: 
PRINTED NAME: Tom Pagnozzi
TITLE: owner DATE: 8-25-23

END OF RFP DOCUMENT

THIS AGREEMENT is executed this _____ day of _____ 2023, by and between the City of Fayetteville acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and *CONCESSIONAIRE* (hereinafter called Concessionaire), in consideration of their mutual covenants agree as follows:

CONCESSIONAIRE shall provide concession services to the Parks and Recreation Division for the CITY in those assignments to which this Agreement applies during the performance of services defined in the scope of work. All services shall be performed under the direction of a firm - registered in the State of Arkansas and qualified in the particular field.

1. **Contracted parties:** This agreement shall be binding between all parties. Fees for services shall be provided as identified in appendices.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. This agreement may be modified only by a duly executed written instrument signed by the CITY and *CONCESSIONAIRE*.
 - a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - i. **Appendix A:** Scope of Work
 - ii. **Appendix B:** City's Solicitation identified as RFP 23-10, Concession Services
 - iii. **Appendix C:** *CONCESSIONAIRE*'s RFP response
 - iv. **Appendix D:** *CONCESSIONAIRE*'s Proof of Insurance
3. **Term:** This lease shall commence on the date approved by the Fayetteville City Council and shall extend for approximately ten (10) months, ending on November 30, 2024. Upon agreement of both parties, the lease shall automatically renew for four (4) single year terms:
 - a. Renewal 1 of 4: Beginning February 1, 2025 and ending November 30, 2025
 - b. Renewal 2 of 4: Beginning February 1, 2026 and ending November 30, 2026
 - c. Renewal 3 of 4: Beginning February 1, 2027 and ending November 30, 2027
 - d. Renewal 4 of 4: Beginning February 1, 2028 and ending November 30, 2028
4. **Rent/Report:** Concessionaire agrees to pay City an amount equal to _____ percent of all gross sales of food, beverages and refreshments no later than ten (10) working days following the close of each month. In addition to the rental payment, Concessionaire shall file a monthly 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 S. Happy Hollow Rd., Fayetteville, AR 72701. Any payments to City not made when due shall incur interest after maturity at the rate of 6%.
5. **Records:** The City shall have the right at all times to examine Concessionaire's books and records and

verify rental paid. Any errors or omissions shall be adjusted.

6. **Use:** The lease premises shall be used only for the purpose of selling food, beverages, and such refreshments as are usually incidental to a restaurant, café, or soft drink concession, but specifically excluding any alcoholic beverage or tobacco products. Further, Concessionaire shall not use or permit the stand to be used for any unlawful, improper or offensive purpose whatsoever.
7. **Maintenance:** The City will perform all major and minor repairs in each of the concession stands leased by the Concessionaire; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said stand(s). Concessionaire shall promptly notify the Parks and Recreation Division of any needed repairs.
8. **Insurance:** Concessionaire shall provide proof of worker's compensation as required by Arkansas Statute and liability insurance with a minimum coverage of:
 - a. \$300,000 for one person involved in death or injury
 - b. \$500,000 for two or more persons involved in death or injury
9. **Rights and Duties of *CONCESSIONAIRE*:** Concessionaire agrees to:
 - a. Conduct said business as not to interfere with other uses or activities on the property.
 - b. Open and staff the concession stand anytime the City has scheduled activities, unless otherwise stipulated by the Parks and Recreation Division staff.
 - c. Open each day, at least fifteen (15) minutes prior to the first scheduled game and shall remain open until the last game has concluded, unless otherwise stipulated by the Parks and Recreation Division staff.
 - d. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, HMR tax, payroll tax, and the Arkansas Department of Health guidelines regarding food preparation.
 - e. Maintain, protect, and secure the concession building, equipment, and leased premises.
 - f. Concessionaire is responsible for replacing concession equipment if equipment is damaged beyond normal wear. City equipment cannot be loaned or removed from the park premises without permission from Park staff.
 - g. Clean premises daily of all debris in accordance with the Arkansas Department of Health guidelines.
 - h. Surrender leased premises at the end of each term in the same condition (except for normal wear) as received, including, but not limited to removal of all refuse.
 - i. Leased premises must be cleaned and returned to Fayetteville Parks and Recreation within five (5) working days after the last event per location. All items remaining after five (5) days will be considered the property of Fayetteville Parks and Recreation.
 - j. Not employ any persons with a felony conviction, child safety, child abuse, or any child related charges who would be associated with this awarded contract.

10. **Rights and Duties of the City:** The City of Fayetteville shall:
- Provide and pay for the water and electrical utility services.
 - In its sole discretion, replace depreciated concession equipment that is no longer usable.
 - Have the right to inspect the stand at any reasonable time during the term of the agreement
 - Have the right to screen for felony convictions by the Fayetteville Police Department.
11. **Default/Termination:** If ***CONCESSIONAIRE*** defaults in the payment of rent, or if it violates any other covenants of this agreement, the City may terminate this contract, and the City may immediately enter and retake possession of the concession. In the event that Concessionaire should default in the prompt payment or performance of any obligations as set forth herein, and in the event that it should become necessary for City to collect any past due payments or to enforce the other obligations of Concessionaire as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a thirty (30) day written notice.
12. **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, ***CONCESSIONAIRE*** 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.
13. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost, or fees.
14. **Indemnification:** ***CONCESSIONAIRE*** shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in ***CONCESSIONAIRE***'s capacity as an agency, and caused by any willful or negligent error, omission, or act of ***CONCESSIONAIRE*** or any person employed by it or anyone for whose acts ***CONCESSIONAIRE*** is legally liable.
15. **Miscellaneous:**
- All actions, whether sounding in agreement or in tort, relating to the validity, construction, interpretation, and enforcement of this agreement shall be instituted and litigated in the courts of the State of Arkansas.
 - Concessionaire hereunder shall not sell, sublet, or assign this agreement or any portion thereof to any other person or persons.
 - Upon agreement by both parties, any part of this agreement may be changed which will benefit the operation of concession. This agreement shall be amended only upon mutual written agreement signed by all parties.

16. **Gratuities:** If CITY OF FAYETTEVILLE finds after a notice and hearing that ***CONCESSIONAIRE*** or any of their agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ***CONCESSIONAIRE***, terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ***CONCESSIONAIRE*** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

CONCESSIONAIRE

By: _____
LIONELD JORDAN, MAYOR

By: _____
CONCESSIONAIRE, TITLE

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____ Date Signed: _____

DRAFT

City of Fayetteville, AR
RFP 23-18, Concession Services
Attachment A: Concession Inventory

Lake Fayetteville Softball Complex

Beverage Coolers (1)
Ice Machine

Gary Hampton Softball Complex

Ice Machine
Beverage Cooler (1) (Doublewide)

Kessler Mountain Regional Park - Soccer

Beverage Coolers (1) (Doublewide)
Hot Dog Roller City
Fridge (1)
Coffee Maker
Deep Freezer (1)

Kessler Mountain Regional Park – Baseball Field 1-4

Kessler Mountain Regional Park – Baseball Fields 5-8

Ice Machine
Refrigerator (1) (Doublewide)
Upright Freezer (1) Doublewide)
Beverage Cooler (1) (Doublewide)
Countertop Food Display Case
Popcorn Machine
Nacho Cheese Machine
Coffee Maker

White River Baseball Complex

Wilson Park Swimming Pool

Beverage Coolers (1)
Freezer Chest (3)
Mini-Fridge

City of Fayetteville, Arkansas
Attachment B: 2022 Parks and Recreation Program Report

2022 Report

Program	Team/Sessions	Participants
Youth Recreational Soccer (Spring)	100	1,090
Adult Recreational Soccer (Spring)	21	279
Youth Recreational Soccer (Fall)	89	970
Adult Recreational Soccer (Fall)	18	288
Youth Softball (Spring/Summer)	23	249
Wilson Park Pool Attendance		19,565
Adult Coed Kickball (Summer)	32	480
Adult Coed Kickball (Fall)	24	360
Adult Slow Pitch Softball (Spring)	57	855
Adult Slow Pitch Softball (Summer)	62	930
Adult Slow Pitch Softball (Fall)	61	930
Youth Baseball (Spring)	77	855
Youth Baseball (Fall)	43	520
Baseball Tournaments (Spring/Summer)	775	9,300
Softball Tournaments (Spring/Summer)	190	2,280
Total		38,951

City of Fayetteville, AR
RFP 23-18, Concession Services
Attachment C - Estimated Revenue by Location

<u>City Concessions Revenue (10% of Gross Sales)</u>	<u>2022</u>	<u>2021</u>
Wilson Park - Pool Concessions	\$8,020.00	\$6,110.00
Lake Fayetteville Concessions	\$2,130.00	\$2,830.00
Kessler Mountain Regional Park Concessions	\$3,690.00	\$23,930.00
Gary Hampton Concessions	\$65,550.00	\$59,990.00
Subtotals	<u>\$79,390.00</u>	<u>\$92,860.00</u>
<u>Estimated Gross Sales (based on 10% revenue reporting)</u>	<u>2019</u>	<u>2018</u>
<i>Based on City's 10% income received from concessionaire</i>		
Wilson Park - Pool Concessions	\$9,760.00	\$9,280.00
Lake Fayetteville Concessions	\$5,760.00	\$12,830.00
Kessler Mountain Regional Park Concessions	\$8,750.00	\$10,620.00
Gary Hampton Concessions	\$53,980.00	\$15,170.00
Subtotals	<u>\$78,250.00</u>	<u>\$47,900.00</u>



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Mihalevich, Active Transportation Manager

DATE:

SUBJECT: Carbon Reduction Program Grant for Safe Routes to School Plan

RECOMMENDATION:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for a Safe Routes to School Plan for Fayetteville Public Schools made possible through the Northwest Arkansas Regional Planning Commission - Carbon Reduction Program (CRP) and approving a budget adjustment to recognize \$100,000.00 in federal-aid funding and \$12,500.00 from Fayetteville Public Schools and authorizing the Mayor to sign additional grant documents as necessary.

BACKGROUND:

The 2021 Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58), also known as the “Bipartisan Infrastructure Law” (BIL), came into law. The BIL authorizes a new Carbon Reduction Program (CRP) codified at 23 United States Code (U.S.C.) 175 to reduce transportation emissions. In August 2023, City staff applied for and was awarded \$100,000 in (CRP) to fund 80% of the cost of a Safe Route to School Plan for Fayetteville Public Schools.

DISCUSSION:

Fayetteville Public Schools, with more than 10,000 enrolled students, generate more than 3.5 million commuting trips every year. These account for a large portion of the daily transportation demand on Fayetteville’s streets, sidewalks and trails.

Goals for the Safe Route to School Plan are to include survey and GIS data analysis for each of FPS’ 16 campuses, recommendations for infrastructure improvements, identifying funding opportunities, benchmarking and goals for increasing the number of parents, students, faculty and staff commuting to and from school using active modes of transportation such as walking and biking.

BUDGET/STAFF IMPACT:

The City of Fayetteville has been awarded \$100,000 in federal-aid funding by the Northwest Arkansas Regional Planning Commission through the Carbon Reduction Program. The required 20 percent match is being provided through a joint partnership between the Fayetteville Public School District and the City of Fayetteville each providing \$12,500 to meet the \$25,000 total match requirement. Fayetteville’s funding for the match has been budgeted through general funds in the Mobility / Trail Improvements program.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), BA (#4), FPS Letter of Support (#5), ARDOT CRP Packet (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1284

Carbon Reduction Program Grant for Safe Routes to School Plan

A RESOLUTION TO APPROVE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR A SAFE ROUTES TO SCHOOL PLAN FOR FAYETTEVILLE PUBLIC SCHOOLS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in August 2023, City staff applied for and was awarded \$100,000.00 through the Carbon Reduction Program to fund 80% of the cost of a Safe Route to School Plan for Fayetteville Public Schools; and

WHEREAS, the required 20% match is being provided through a joint partnership between the Fayetteville Public School District and the City of Fayetteville each providing \$12,500.00 to meet the \$25,000.00 total match requirement.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an agreement of understanding with the Arkansas Department of Transportation, a copy of which is attached to this Resolution, for a Safe Routes to School Plan for Fayetteville Public Schools and any additional grant documents as necessary to receive the funds for this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing the grant funds and the \$12,500.00 contribution from Fayetteville Public Schools.

City of Fayetteville Staff Review Form

2023-1284

Item ID

12/5/2023

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

Matt Mihalevich

11/15/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for a Safe Route to School Plan for Fayetteville Public Schools and authorizing the Mayor to sign additional documents as necessary through the Carbon Reduction Program (CRP) and approving a budget adjustment to recognize \$100,000.00 in federal-aid funding and \$12,500.00 from Fayetteville Public Schools.

Budget Impact:

1010.090.6600-5314.00

General Fund

Account Number

Fund

32307.2301

Carbon Reduction Program Grant - Safe Routes
to School

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 125,000.00

Remaining Budget

\$ 125,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 115-23

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year 2023	Division /Org2 ENGINEERING (621) Requestor: Matt Mihalevich	Adjustment Number
----------------------------	--	--------------------------

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for a Safe Route to School Plan for Fayetteville Public Schools and authorizing the Mayor to sign additional documents as necessary through the Carbon Reduction Program (CRP) and approving a budget adjustment to recognize \$100,000.00 in federal-aid funding and \$12,500.00 from Fayetteville Public Schools.

	COUNCIL DATE:	12/5/2023
	ITEM ID#:	2023-1284
	Holly Black	
	11/13/2023 4:15 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

v.20231113



**FAYETTEVILLE
PUBLIC SCHOOLS**
Since 1871

7/14/2023

Northwest Arkansas Regional Planning Commission,

Fayetteville Public Schools is proud to partner with the City of Fayetteville in applying for a Safe Routes to School planning grant for \$125,000.00 through the Bipartisan Infrastructure Law's Carbon Reduction Program. Fayetteville Public Schools is committed to provide matching funds in the amount of \$12,500.00 along with the City's equal dollar amount contribution in order to meet the 20 percent matching requirement for the grant.

Fayetteville Public Schools serve more than 10,300 students every day. Transportation demands related bussing and traffic congestion around school campuses present logistical challenges and safety risks for students. Transportation pollution including carbon dioxide from exhaust are of particular concern around schools. The American Lung Association reports that because children's lungs are still developing air pollution can lead to higher rates of asthma, tuberculosis, and other respiratory illnesses.

Reduction in the carbon emissions associated with Fayetteville Public School transportation will not only improve air quality for Fayetteville but it will improve the health of our students. The development and adoption of a Safe Routes to School Plan will be a key in guiding the decisions and investments that will be needed to make Fayetteville Public Schools more sustainable for the future and in furthering our mission of helping every student realize their full potential.

Respectfully,

John Mulford, Ed.D.
Superintendent
Fayetteville Public Schools



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

RECEIVED

NOV 09 2023

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

November 3, 2023

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Safe Routes to School Planning

Dear Mayor Jordan:

Reference is made to the Safe Routes to School Planning project in Fayetteville which was awarded Carbon Reduction Program – Attributable funding by the Northwest Arkansas Regional Planning Commission.

In order to proceed with a Federal-aid project, you and your City Attorney must sign the enclosed Agreement of Understanding. Upon receipt of the Agreement, State and Federal-aid job numbers will be assigned and a copy of the executed Agreement of Understanding will be returned to you. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced Forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact Carlos Meredith in our Local Programs Division at (501) 569-2562 or Carlos.Meredith@ardot.gov.

Sincerely,

Kelli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosure

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Consultant Contracts
Local Programs
Program Management
Roadway Design
District 4
Tim Conklin, Executive Director, NWARPC

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND
THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of the Safe Routes to School Planning (hereinafter called the “Project”) as a Federal-aid Carbon Reduction Program Attributable (CRP>200K) project.

WHEREAS, funding in Infrastructure Investment and Jobs Act (IIJA) includes the following Federal-aid funds for certain local projects:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>
Preliminary Engineering by Consultant	80	20
Right-of-Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the “Sponsor”) has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the “Department”) Resolution No. 115-23 from the Sponsor’s governing body authorizing the Sponsor’s Chief Executive Officer (CEO) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the “Commission”) awarded the Sponsor Federal-aid CRP>200K funds; and

WHEREAS, funding participation will be subject to a limit of \$100,000 maximum Federal-aid CRP>200K funds for development of a planning document for the Project and obligation limitation approved; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at ARDOT.gov) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full-time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintain familiarity of day to day project operations, including project safety issues;
 - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visit and review the project on a daily basis;
 - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
4. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)
5. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

6. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
7. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
8. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).
9. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
10. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
11. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
12. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
13. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.
14. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.
15. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right-of-way. **NOTE: Any property that is to become Department right-of-way must be acquired in the Department's name.**
16. Submit plans at 30%, 60%, and 90% completion stages for Department review.
17. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
18. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
19. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
20. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.

21. Prior to awarding the construction contract, submit a check for \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.
22. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
23. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.
24. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
25. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
26. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.
27. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
28. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the Project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
29. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
30. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

31. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
32. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.
33. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
34. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).
35. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and FHWA officials.
36. Be responsible for 100% of all project costs incurred:
 - should the Project not be completed as specified;
 - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
 - not provided by the FHWA.
37. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

38. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures.
39. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
40. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.
41. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$750,000 threshold is subject to change after OMB periodic reviews.
42. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
43. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).
44. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the Project is complete.

THE COMMISSION WILL:

1. Provide up to \$100,000 in Federal-aid CRP>200K funds for the development of a planning document for the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Review plans and specifications submitted by the Sponsor.
3. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.

4. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
7. Review bid tabulations and concur in award of the construction contract for the Project.
8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
9. Review and approve any necessary change orders for project/program eligibility.
10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Form LPA-016).
12. Provide all form updates via email to the contact as shown on Form LPA-005.
13. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2023.

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas
Department of Transportation relative to:

Implementation of the Safe Routes to School Planning Project.

Signatories

CITY OF FAYETTEVILLE

Lioneld Jordan
Mayor

Date

Kit Williams
City Attorney

Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas
Department of Transportation relative to:

Implementation of the Safe Routes to School Planning Project.

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION



Tim Conklin
Executive Director

11-13-23

Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the Safe Routes to School Planning Project.

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

Lorie H. Tudor, P.E.
Director

Date

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION**

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

For Reference Only

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

For Reference Only

LOCAL AGENCY**CONSULTANT SELECTION PROCEDURES****Section I – Application (These procedures do not apply to Design-Build Contracts.)**

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.*, commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the “competitive negotiation” (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

For Reference Only

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency’s best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department’s website and the Local Agency’s website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm’s response including primary contact information.
2. The firm’s completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department’s website.)
http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm’s equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm’s current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105).
<https://www.ark.org/dfa/immigrant/index.php/user/welcome>

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

For Reference Only

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

For Reference Only

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

For Reference Only

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
 - a. Multiple firms for an IDIQ contract; or
 - b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

For Reference Only

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds \$250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than \$250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

Rev. 8/27/19

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

For Reference Only

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID PROJECTS

1) FHWA-1273

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) Anti-Collusion and Debarment Certification

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) Lobbying Certification

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) Davis-Bacon Pre-determined Minimum Wage Rates

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) "Build America, Buy America" Provisions

Because federal highway funds are included in this project, "Build America, Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.



OFFICE OF THE MAYOR

*(Designating Full-Time Employee
in Responsible Charge)*

December 6, 2023

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job # TBA**
Job Name: Safe Routes to School Planning
County: Washington

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be **Matt Mihalevich, Active Transportation Manager**. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at **(479) 444-3416** or by email at **mmihalevich@fayetteville-ar.gov**.

Sincerely,

Lioneld Jordan
Mayor

SPONSOR LETTERHEAD

JOB NUMBER
 JOB NAME
 COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ____ Tract(s)
 ____ Options(s)
 ____ Paid
 ____ Donation(s)
 ____ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 ____ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
 ____ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
 * If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) #____ shown above include(s) #____ (Permanent/Temporary Construction Easements) for
 _____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: _____

(Type name)

(Type title)

Date: _____

SPONSOR LETTERHEAD

JOB NUMBER

JOB NAME

COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by: *For Reference Only*

(Type name)
(Type title)

Date: _____

*PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE*

DATE

Mr. Jared D. Wiley
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Wiley:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the **(Sponsor Name)** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the **(Sponsor Name)**'s Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the **(Sponsor Name)**.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

For Reference Only
NAME & OFFICE
(Sponsor's CEO)

Enclosures

For Reference Only

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.
- The Sponsor will include the following language in the solicitation for bids:

“The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”

“‘Buy America’ provisions apply to this project.”

“Registration and good standing in the System for Award Management (SAM) will be required prior to contract execution.”
- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

*PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT*

DATE

Mr. Jared D. Wiley
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Wiley:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for \$1,000 for ARDOT construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)***'s Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to **(INSERT CONTRACTOR NAME)** for **(INSERT LOW BID AMOUNT)** is requested.

Sincerely,

For Reference Only

Sponsor's CEO

Sponsor's Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.:
FAP:
County:
Job Name:

Payee/Sponsor:
address
Federal Tax ID No.:

DATE:
PAY REQUEST #
FROM: TO:

SPONSOR'S REQUEST FOR PAYMENT

- 1 Maximum Approved Federal-aid Amount
- 2 Original Contract Amount
- 3 Net Changes by Change Orders
- 4 Present Contract Total
- 5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)
- 6 Work Completed to Date
- 7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less)
- 8 Previous Reimbursements (Federal)
- 9 Amount Due this Estimate
(subtract Line 8 from Line 7)

For Reference Only

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes previously approved			
Total approved this Request Period			
TOTALS			
NET CHANGES by Change Order (Line 3 above)			

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: Date:
Title:

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: Date:
Title:

DEPARTMENT USE ONLY

Recommended for Payment in
Accordance with Project Agreement

Approved for Payment

PAID

Voucher No. Date:

Resident Engineer

State Construction Engineer

Revised: 12/11/20

PAGE 2 OF 2 PAGES

SPONSOR:

TO:

CONTRACTOR:

[illegible]

Form LPA-014

Sponsor
LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____
 FAP No.: _____ Contractor: _____
 Date: _____ Hours Worked: _____ - _____ Report No.: _____

Project Conditions

<u>Site Conditions</u>	<u>Weather</u>	<u>Number of Contractor's Personnel</u>
_____ Useable	_____ Sunny	_____ Laborers
_____ Partly Useable	_____ Partly Cloudy	_____ Carpenters
_____ Not Useable	_____ Rain	_____ Concrete Laborers
Min Temp. (F) _____	Rainfall Amt. (in.) _____	_____ Equip. Operators
Max Temp. (F) _____		_____ Electricians
<u>Comments</u> 		_____ Plumbers
		_____ Foreman
		_____ Other _____
		_____ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: For Reference Only
 Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor		Recommended for Acceptance in Accordance with Project Agreement
Engineer _____		ARDOT Resident Engineer _____

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

SPONSOR's CEO

2 CFR Part 200 For Reference Only**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS****Subpart D - Post Federal Award Requirements
Record Retention and Access****§200.334 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer

usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200

For Reference Only

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**Subpart D - Post Federal Award Requirements****Record Retention and Access**

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(a) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(b) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such

records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Lioneld Jordan, Mayor

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

For Reference Only

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, The City of Fayetteville, Arkansas shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✓ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

For Reference Only

Required Sub-Awardee Information(A) Sub-Awardee UEI: FKCQRMDULFH9 UEI Expiration Date: _____Parent (if applicable) UEI: N/A UEI Expiration Date: _____

- (B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

☒ No*If "Yes" is selected, answer (C).*

- (C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ Yes

No

*If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.**If "No" is selected, answer (D).*

- (D) **If "No" was selected in Question "C",** complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____
2. Name: _____ Amount: \$ _____
3. Name: _____ Amount: \$ _____
4. Name: _____ Amount: \$ _____
5. Name: _____ Amount: \$ _____

For Reference Only

LPA Project Quarterly Report Form

Date:

Job No.:	Job Name:		
F.A.P.:	Funding Program:	Year:	Quarter:
Sponsor:	Submitted By:		
Sponsor Phone:	Sponsor Email:		

Progress Report:

--

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	☐ All Permits Received ☐ Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	☐ ROW Plans Approved ☐ Date:	☐ Acquisition Documents Approved ☐ Date:
	☐ Acquisition Underway	☐ Acquisition Complete Date:	☐ Right of Way Certification Submitted ☐ Conditional ☐ Final ☐ Date:	
Utility Relocation:	☐ Utility Relocation Not Necessary	☐ Relocation Plans Prepared ☐ Date:	☐ Relocation Underway	☐ Relocation Complete ☐ Date:
Authority to Advertise:	☐ Request Submitted ☐ Date:	☐ ARDOT Approval Received ☐ Date:	☐ Bid Opening ☐ Date:	
Concurrence in Award:	☐ Request Submitted ☐ Date:	☐ ARDOT Approval Received ☐ Date:	☐ Contract Executed ☐ Date:	
Construction:	Progress (%) 0%	Estimated Completion Date:	☐ Project Completed ☐ Date:	

ARDOT Contact:

Rev. 10-2-2023

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS

THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY

THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE

\$ _____
\$ _____

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME

THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY

THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE

_____ DAYS
_____ DAYS
_____ DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature

Date

Signature

Date

OWNER: [INSERT OWNER NAME HERE]

ARDOT RESIDENT ENGINEER CONCURS

Signature

Date

Signature

Date

ARDOT LOCAL PROGRAMS APPROVES

Signature

Date



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Mihalevich, Active Transportation Manager

DATE:

SUBJECT: Transportation Alternatives Program Federal Aid Funds – Drake Street Trail

RECOMMENDATION:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for construction of the Drake Street Trail made possible through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program (TAP) and approving a budget adjustment to recognize \$500,000.00 in federal-aid funding and authorizing the Mayor to sign additional grant documents as necessary.

BACKGROUND:

In August of 2023, the City of Fayetteville was awarded \$500,000 in federal-aid funds through the Northwest Arkansas Regional Planning Commission Transportation Alternatives Program for construction of the Drake Street Trail Connection.

In November of 2023, a contract was approved with Crafton-Tull and Associates by resolution 236-23 for the design of the Drake Street Trail Connection.

DISCUSSION:

The Drake Street Trail Connection will use excess space in the 4-lane section of Drake Street to install a two-way protected trail from College Ave. west to the end where a trail will be constructed to extend to Gordon Long Park and connect to the Razorback Regional Greenway. The proposed trail will total 4,376 linear feet and connect the neighborhoods east of Scull Creek to Gordon Long Park and the Razorback Regional Greenway.

This project will serve people of all demographics, including many who may not have access to a vehicle and depend on other modes of transportation. We expect this connection will become an important active transportation connection with the many employment destinations along College Ave., dense neighborhoods and apartments along Drake Street and the direct connection to the Razorback Regional Greenway.

BUDGET/STAFF IMPACT:

The City of Fayetteville has been awarded \$500,000 in federal-aid funding by the Northwest Arkansas Regional Planning Commission through the Transportation Alternatives Program. The required 20 percent match or \$125,000 has been budgeted through the Trails Capital Improvements Program.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), BA (#4), Drake Street Area Map (#5), Drake Street Trail Connections - ARDOT Packet (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1293

Transportation Alternatives Program Federal Aid Funds – Drake Street Trail

A RESOLUTION TO APPROVE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF THE DRAKE STREET TRAIL, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in August 2023, the City of Fayetteville was awarded \$500,000.00 in federal-aid funds through the Northwest Arkansas Regional Planning Commission Transportation Alternatives Program for construction of the Drake Street Trail Connection; and

WHEREAS, on November 7, 2023, a contract was approved with Crafton-Tull and Associates by Resolution No. 236-23 for the design of the Drake Street Trail Connection.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an agreement of understanding with the Arkansas Department of Transportation, a copy of which is attached to this Resolution, for construction of the Drake Street Trail and further authorizes the Mayor to sign any additional grant documents as necessary to receive the funds for this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-1293

Item ID

December 5th, 2023

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

Matt Mihalevich

11/15/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for construction of the Drake Street Trail through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program (TAP), approval of a budget adjustment to recognize \$500,000.00 in federal-aid funding, and authorization for the Mayor to sign additional grant documents as necessary.

Budget Impact:

4470.800.8830-5814.05

Sales Tax Capital Improvements

Account Number

Fund

02016.2302

Trail Dev - Drake St to Gordon Long Park

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 125,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 125,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 500,000.00

Remaining Budget

\$ 625,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 115-23, 236-23

Change Order Number:

Approval Date:

Original Contract Number:

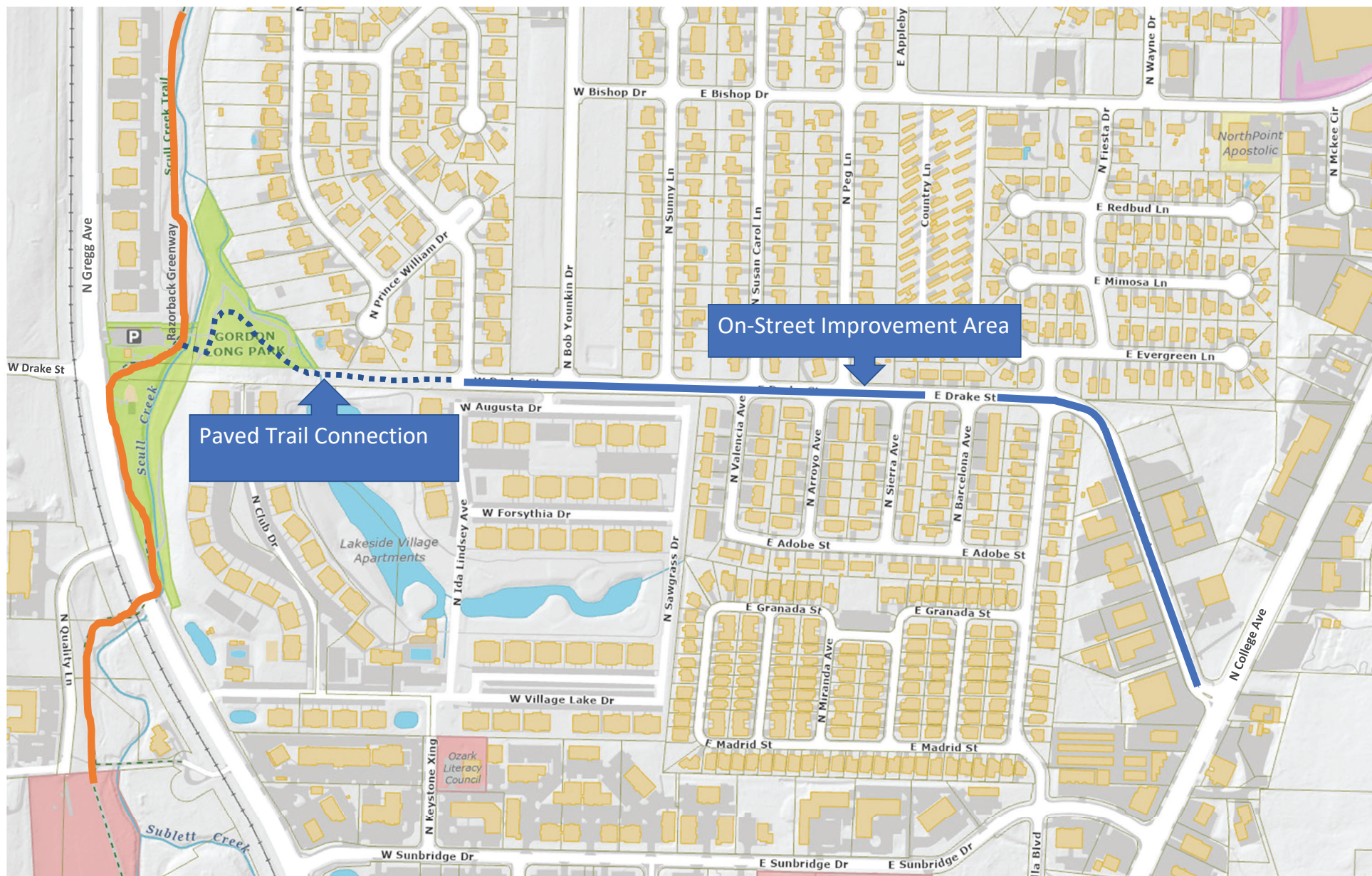
Comments:

Budget Year 2023	Division /Org2 ENGINEERING (621) Requestor: Matt Mihalevich	Adjustment Number
----------------------------	--	--------------------------

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for construction of the Drake Street Trail through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program (TAP), approval of a budget adjustment to recognize \$500,000.00 in federal-aid funding, and authorization for the Mayor to sign additional grant documents as necessary. The required 20% (\$125,000) match is budgeted in the Trail Development project.

v.20231113

Page 657 of 948





ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

RECEIVED

NOV 09 2023

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

November 3, 2023

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Drake Street Trail Connections

Dear Mayor Jordan:

Reference is made to the Drake Street Trail Connections project in Fayetteville which was awarded Transportation Alternatives Program – Attributable funding by the Northwest Arkansas Regional Planning Commission.

In order to proceed with a Federal-aid project, you and your City Attorney must sign the enclosed Agreement of Understanding. Upon receipt of the Agreement, State and Federal-aid job numbers will be assigned and a copy of the executed Agreement of Understanding will be returned to you. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced Forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact Ashley Smith in our Local Programs Division at (501) 569-2286 or Ashley.Smith@ardot.gov.

Sincerely,

Kelli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosure

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Consultant Contracts
Local Programs
Program Management
Roadway Design
District 4
Tim Conklin, Executive Director, NWARPC

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND
THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of the Drake Street Trail Connections (hereinafter called the “Project”) as a Federal-aid Transportation Alternatives Program (TAP) Attributable project.

WHEREAS, funding in Infrastructure Investment and Jobs Act (IIJA) includes the following Federal-aid funds for certain local projects:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>
Preliminary Engineering by Consultant	80	20
Right-of-Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the “Sponsor”) has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the “Department”) Resolution No. 115-23 from the Sponsor’s governing body authorizing the Sponsor’s Chief Executive Officer (CEO) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the “Commission”) awarded the Sponsor Federal-aid TAP Attributable funds; and

WHEREAS, funding participation will be subject to a limit of \$500,000 maximum Federal-aid TAP Attributable funds for the construction phase of the Project and obligation limitation approved; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at ARDOT.gov) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full-time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintain familiarity of day to day project operations, including project safety issues;
 - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visit and review the project on a daily basis;
 - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
4. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)
5. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

6. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
7. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
8. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).
9. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
10. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
11. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
12. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
13. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.
14. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.
15. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right-of-way. **NOTE: Any property that is to become Department right-of-way must be acquired in the Department's name.**
16. Submit plans at 30%, 60%, and 90% completion stages for Department review.
17. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
18. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
19. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
20. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.

21. Prior to awarding the construction contract, submit a check for \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.
22. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
23. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.
24. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
25. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
26. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.
27. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
28. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the Project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
29. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
30. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

31. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
32. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.
33. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
34. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).
35. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and FHWA officials.
36. Be responsible for 100% of all project costs incurred:
 - should the Project not be completed as specified;
 - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
 - not provided by the FHWA.
37. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

38. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures.
39. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
40. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.
41. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$750,000 threshold is subject to change after OMB periodic reviews.
42. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
43. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).
44. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the Project is complete.

THE COMMISSION WILL:

1. Provide up to \$500,000 in Federal-aid TAP Attributable funds for the construction phase of the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Review plans and specifications submitted by the Sponsor.
3. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.

4. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
7. Review bid tabulations and concur in award of the construction contract for the Project.
8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
9. Review and approve any necessary change orders for project/program eligibility.
10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Form LPA-016).
12. Provide all form updates via email to the contact as shown on Form LPA-005.
13. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2023.

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas
Department of Transportation relative to:

Implementation of the Drake Street Trail Connections Project.

Signatories

CITY OF FAYETTEVILLE

Lioneld Jordan
Mayor

Date

Kit Williams
City Attorney

Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas
Department of Transportation relative to:

Implementation of the Drake Street Trail Connections Project.

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION



Tim Conklin
Executive Director

11-13-23

Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the Drake Street Trail Connections Project.

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

Lorie H. Tudor, P.E.
Director

Date

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION**

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

For Reference Only

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

For Reference Only

LOCAL AGENCY**CONSULTANT SELECTION PROCEDURES****Section I – Application (These procedures do not apply to Design-Build Contracts.)**

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.*, commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the “competitive negotiation” (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency’s best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department’s website and the Local Agency’s website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm’s response including primary contact information.
2. The firm’s completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department’s website.)
http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm’s equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm’s current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105).
<https://www.ark.org/dfa/immigrant/index.php/user/welcome>

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

For Reference Only

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
Total Points for LOI		40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
 - a. Multiple firms for an IDIQ contract; or
 - b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds \$250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than \$250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID PROJECTS

1) FHWA-1273

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) Anti-Collusion and Debarment Certification

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) Lobbying Certification

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) Davis-Bacon Pre-determined Minimum Wage Rates

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) "Build America, Buy America" Provisions

Because federal highway funds are included in this project, "Build America, Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.



OFFICE OF THE MAYOR

*(Designating Full-Time Employee
in Responsible Charge)*

December 6, 2023

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job # TBA**
Job Name: Drake Street Trail Connections
County: Washington

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be **Matt Mihalevich, Active Transportation Manager**. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at **(479) 444-3416** or by email at **mmihalevich@fayetteville-ar.gov**.

Sincerely,

Lioneld Jordan
Mayor

SPONSOR LETTERHEAD

JOB NUMBER
 JOB NAME
 COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ___ Tract(s)
 - ___ Options(s)
 - ___ Paid
 - ___ Donation(s)
 - ___ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 - ___ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
 - ___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
- * If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) #___ shown above include(s) #___ (Permanent/Temporary Construction Easements) for ___ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: For Reference Only
 (Type name)
 (Type title)

Date: _____

SPONSOR LETTERHEAD

JOB NUMBER

JOB NAME

COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by: For Reference Only Date: _____
(Type name)
(Type title)

*PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE*

DATE

Mr. Jared D. Wiley
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Wiley:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the **(Sponsor Name)** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the **(Sponsor Name)**'s Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the **(Sponsor Name)**.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

For Reference Only

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.
- The Sponsor will include the following language in the solicitation for bids:

“The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”

“‘Buy America’ provisions apply to this project.”

“Registration and good standing in the System for Award Management (SAM) will be required prior to contract execution.”
- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

*PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT*

DATE

Mr. Jared D. Wiley
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Wiley:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for \$1,000 for ARDOT construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)***'s Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to **(INSERT CONTRACTOR NAME)** for **(INSERT LOW BID AMOUNT)** is requested.

Sincerely,

For Reference Only

Sponsor's CEO

Sponsor's Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.:
FAP:
County:
Job Name:

Payee/Sponsor:
address
Federal Tax ID No.:

DATE:
PAY REQUEST #
FROM: TO:

SPONSOR'S REQUEST FOR PAYMENT

- 1 Maximum Approved Federal-aid Amount
- 2 Original Contract Amount
- 3 Net Changes by Change Orders
- 4 Present Contract Total
- 5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)
- 6 Work Completed to Date
- 7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less)
- 8 Previous Reimbursements (Federal)
- 9 Amount Due this Estimate
(subtract Line 8 from Line 7)

For Reference Only

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes previously approved			
Total approved this Request Period			
TOTALS			
NET CHANGES by Change Order (Line 3 above)			

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: Date:
Title:

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: Date:
Title:

DEPARTMENT USE ONLY

Recommended for Payment in
Accordance with Project Agreement

Approved for Payment

PAID

Resident Engineer
State Construction Engineer
Voucher No. Date:

Revised: 12/11/20

PAGE 2 OF 2 PAGES

CONTRACTOR:

Form LPA-014

For Reference Only

Form LPA-015

Sponsor
LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____
FAP No.: _____ Contractor: _____
Date: _____ Hours Worked: _____ – _____ Report No.: _____

Project Conditions

<u>Site Conditions</u>	<u>Weather</u>	<u>Number of Contractor's Personnel</u>
____ Useable	____ Sunny	____ Laborers
____ Partly Useable	____ Partly Cloudy	____ Carpenters
____ Not Useable	____ Rain	____ Concrete Laborers
Min Temp. (F) ____	Rainfall Amt. (in.) ____	____ Equip. Operators
Max Temp. (F) ____		____ Electricians
<u>Comments</u> 		____ Plumbers
		____ Foreman
		____ Other _____
		____ Other _____

Location and Description of Work Performed

--

Special Instructions and/or Conversations

--

Signed: _____ For Reference Only
Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor		Recommended for Acceptance in Accordance with Project Agreement
Engineer		ARDOT Resident Engineer

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

For Reference Only

SPONSOR's CEO

2 CFR Part 200**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS***For Reference Only***Subpart D - Post Federal Award Requirements
Record Retention and Access****§200.334 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer

usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT
REQUIREMENTS FOR FEDERAL AWARDS****Subpart D - Post Federal Award Requirements
Record Retention and Access**

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(a) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(b) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such

records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Lioneld Jordan, Mayor

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

For Reference Only

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, The City of Fayetteville, Arkansas shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✓ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information(A) Sub-Awardee UEI: FKCQRMDULFH9 UEI Expiration Date: _____Parent (if applicable) UEI: N/A UEI Expiration Date: _____

- (B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

☒ No*If "Yes" is selected, answer (C).*

- (C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ Yes

No

*For Reference Only**If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.**If "No" is selected, answer (D).*

- (D) **If "No" was selected in Question "C",** complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____

2. Name: _____ Amount: \$ _____

3. Name: _____ Amount: \$ _____

4. Name: _____ Amount: \$ _____

5. Name: _____ Amount: \$ _____

For Reference Only

LPA Project Quarterly Report Form

Date:

Job No.:	Job Name:		
F.A.P.:	Funding Program:	Year:	Quarter:
Sponsor:		Submitted By:	
Sponsor Phone:		Sponsor Email:	

Progress Report:

--

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	☐ All Permits Received ☐ Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	☐ ROW Plans Approved ☐ Date:	☐ Acquisition Documents Approved ☐ Date:
	☐ Acquisition Underway		☐ Acquisition Complete ☐ Date:	☐ Right of Way Certification Submitted ☐ Conditional ☐ Final ☐ Date:
Utility Relocation:	☐ Utility Relocation Not Necessary	☐ Relocation Plans Prepared ☐ Date:	☐ Relocation Underway	☐ Relocation Complete ☐ Date:
Authority to Advertise:	☐ Request Submitted ☐ Date:	☐ ARDOT Approval Received ☐ Date:	☐ Bid Opening ☐ Date:	
Concurrence in Award:	☐ Request Submitted ☐ Date:	☐ ARDOT Approval Received ☐ Date:	☐ Contract Executed ☐ Date:	
Construction:	Progress (%) 0%	Estimated Completion Date:	☐ Project Completed ☐ Date:	

ARDOT Contact:

Rev. 10-2-2023

Page 696 of 948
Revised: 8/10/2023

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS

THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY

\$ _____

THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE

\$ _____

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME

_____ DAYS

THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY

_____ DAYS

THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE

_____ DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature

Date

Signature

Date

OWNER: [INSERT OWNER NAME HERE]

ARDOT RESIDENT ENGINEER CONCURS

Signature

Date

Signature

Date

ARDOT LOCAL PROGRAMS APPROVES

Signature

Date

For Reference Only

For Reference Only



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: Environmental Consulting Operations, Inc. - Amendment No. 10 for Woolsey Wet Prairie

RECOMMENDATION:

Staff recommends the approval of Amendment No. 10 to the contract with Environmental Consulting Operations, Inc. in the amount of \$65,500.00 for wetlands mitigation site monitoring and management for Woolsey Wet Prairie in 2024.

BACKGROUND:

In 2014, Ordinance 5687 was passed by the City Council to approve a contract with Environmental Consulting Operations, Inc. (ECO) for Woolsey Wet Prairie wetlands mitigation site monitoring and management. At the time, ECO qualified as a sole source provider for this contract due to the extensive knowledge and work conducted on the Woolsey Wet Prairie mitigation site during the Wastewater Systems Improvement Project (WSIP). Section 3.2 of the contract provides that the contract may be renewed for additional one-year terms upon mutual agreement of the City and ECO.

DISCUSSION:

The contract covers the following work tasks for 2024:

1. Project Administration and Management
2. Annual Ecological Restoration Monitoring
3. Annual Adaptive Management Strategy
4. Update Credit Tracking Ledger for Surplus Wetland Credits
5. Academic Research Project Guidance

The details of each of these work tasks are outlined within the proposed Amendment No. 10 between the City of Fayetteville and ECO, Inc. The contract amount for Amendment No. 10 is the same as the previous two years.

BUDGET/STAFF IMPACT:

Funds are available in the Wastewater Treatment Operations Program.

ATTACHMENTS: SRF (#3), 2024_ExecSummECO_100923 (#4), ECO WWP Amnd No. 10_100923 (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1279

Environmental Consulting Operations, Inc. - Amendment No. 10 for Woolsey Wet Prairie

A RESOLUTION TO APPROVE AMENDMENT NO. 10 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$65,500.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT IN 2024

WHEREAS, Ordinance 5687, which was adopted on May 6, 2014, waived the requirement of formal competitive bidding and authorized a contract with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014; and

WHEREAS, Section 3.3 of the contract provides that the contract may be renewed for additional one year terms upon mutual agreement of the City and Environmental Consulting Operations, Inc.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 10 to the contract with Environmental Consulting Operations, Inc. in the amount of \$65,500.00 for wetlands mitigation site monitoring and management in 2024.

City of Fayetteville Staff Review Form

2023-1279

Item ID

12/5/2023

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

Tim Nyander

11/14/2023

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of Amendment No. 10 to the contract with Environmental Consulting Operations, Inc. in the amount of \$65,500.00 for wetlands mitigation site monitoring and management for Woolsey Wet Prairie in 2024.

Budget Impact:

5400.730.5120-5315.00

Water & Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 79,100.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 79,100.00

Does item have a direct cost? Yes

Item Cost

\$ 65,500.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 13,600.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # Ord. 5687

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

2024 Executive Summary:
Woolsey Wet Prairie Annual Ecological Monitoring & Adaptive Management:
ECO, Inc. Contract Amendment No. 10

Overview & Background

The Woolsey Wet Prairie Sanctuary was established by the City of Fayetteville as part of wetland compensatory mitigation requirements under Section 404 Permit 14207 issued by the U.S. Army Corps of Engineers Little Rock District (Corps). The 43.8-acre mitigation site was constructed to offset the permanent alteration of 7.92 acres of wetlands from construction of the City's Wastewater Systems Improvement Project (WSIP). The Section 404 Permit required 73.57 wetland credits to be generated at the mitigation site to offset wetland losses from the WSIP.

Environmental Consulting Operations, Inc. (ECO, Inc.) developed the WSIP stormwater permitting Best Management Practices (BMP) Plans, conducted WSIP construction compliance evaluations, and oversaw full compliance with related regulations and environmental permits. Under ECO, Inc.'s oversight, contractors working for the City completed over \$160 million in work without a single environmental permit violation.

ECO, Inc. designed the Corps-required ecological features of the wetland mitigation site and has met all mandated monitoring and reporting requirements, including the required wetland credit ledger to track the use of surplus wetland credits by the City of Fayetteville. Under ECO, Inc.'s management, a total of 94.47 mitigation credits have been generated, producing a surplus of 20.90 credits. After ECO, Inc.'s conferrals with the Corps, the City of Fayetteville received a special one-of-a-kind approval to use the 20.90 surplus wetland credits for City infrastructure projects that require wetland compensatory mitigation within the Illinois River Watershed. To date, surplus wetland credits have been used for the City's Van Asche Drive Extension Project and the Clabber Creek Recreational Trail Project, saving the City thousands of dollars.

Under ECO, Inc.'s adaptive management strategy, the mitigation site has a current plant species list totaling 502 species, a more than ten-fold increase beyond the 47 plant species observed in 2004. Eleven species at the site are tracked by the Arkansas Natural Heritage Commission (ANHC) as species of state conservation concern. Nonetheless, persistent invasive species are present at the site, requiring continued monitoring and adaptive management activities

ECO, Inc. Scope of Work

ECO, Inc.'s May 8, 2014 Agreement for Professional Environmental Consulting Services covered the following work tasks for 2014, and has been amended annually from 2015 through 2024:

ECO, Inc. Scope of Services
Part A - Project Administration & Management
Part B - Annual Ecological Restoration Monitoring
Part C - Annual Adaptive Management Strategy
Part D - Update Surplus Wetland Credit Tracking Ledger
Part E - Academic Research Project Guidance

The details for each of these work tasks are outlined within the proposed 2024 Contract Amendment No. 10 between the City of Fayetteville and ECO, Inc. for Parts A – E.

As shown in the 2023/2024 cost comparison table below, the 2024 "Not to Exceed" cost of **\$65,500.00** represents a no change to the contract amount that was approved by the City of Fayetteville for ECO, Inc.'s 2023 scope of work.

Contract Amendments No. 9 (2023) & No. 10 (2024) Cost Comparison

ECO Scope of Services	2023 Amend. No. 9	2024 Amend. No. 10
Part A - Project Administration & Management	\$4,350	\$4,350
Part B - Annual Ecological Restoration Monitoring	\$28,000	\$28,000
Part C - Annual Adaptive Management Strategy	\$31,650	\$31,650
Part D - Update Surplus Wetland Credit Tracking Ledger	\$0	\$0
Part E - Academia Research Project Guidance	\$1,500	\$1,500
Total	\$65,500	\$65,500

ECO, Inc. will continue to conduct annual monitoring activities to identify problem areas where specific management controls are warranted. ECO, Inc. will continue to coordinate adaptive management practices to:

- **Develop plant group-specific herbicide application guidance and recommendations for Jacobs,**
- **Review records of herbicide applications made by Jacobs,**
- **Coordinate with Jacobs to maintain an aggressive herbicide program for controlling woody vegetation in an effort to prevent excessive growth of trees that necessitates timber mulching,**
- **Develop prescribed burn specifications for informal bid process of selecting burn contractor,**
- **Review, approve, and oversee conduction of academic research projects in accordance with City's Corps Section 404 Permit requirements,**
- **Coordinate/scheduling/oversight of prescribed burn, and**
- **Process/coordinate/update surplus wetland credit ledger should City infrastructure improvement projects arise that require wetland mitigation credits.**

ECO, Inc. possesses the very specialized technical and regulatory expertise and site-specific knowledge to complete these tasks for the purpose of meeting Corps-mandated mitigation performance standards and to maintain the existing surplus wetland credits for use in future City infrastructure improvements that require compensatory wetland mitigation. Having won numerous awards and recognitions, Woolsey Wet Prairie Sanctuary has been a success story under the design and management of ECO, Inc. and is a unique ecological feature for the City of Fayetteville like no other in Arkansas.

AMENDMENT NO. 10
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES

THIS AMENDMENT NO. 10 to the Agreement For Professional Environmental Consulting Services, dated May 8, 2014 (the “Agreement”), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with monitoring and ecological adaptive management of CITY’s wetland mitigation site (SITE) known as Woolsey Wet Prairie is made and entered into for purposes of continuity of Site wetland habitat status in order to maintain surplus wetland credits generated at Site and due to Corps of Engineers (Corps) regulatory requirements to manage and maintain wetland compensatory mitigation in perpetuity to assure Site continues to meet ecological performance standards.

WHEREAS, this **AMENDMENT NO. 10** is a renewal of the May 8, 2014 Agreement that included a provision for automatic renewal of ECO’s annual Scope of Services beyond 2014 for additional 1-year terms upon mutual agreement by both CITY and ECO. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the CITY and ECO.

NOW THEREFORE, the CITY and ECO agree to amend the Agreement for ECO’s Scope of Services as follows:

1. Part A - Project Administration & Management

- a) General administration and project management activities;
- b) Perform project initiation activities;
- c) Provide environmental regulatory and technical information to CITY, CITY Contractors, Citizens of CITY, and Academia;
- d) Meet with CITY, CITY Contractors, and Academia for information exchange, goal and timeline setting, reviewing management strategies, and action items;
- e) Perform internal project control including budgeting, scheduling, and quality control;
- f) Part A applies to January through December 2024. Renewal of ECO's annual Scope of Services will be reviewed by the City Council and amended upon approval for renewal of Part A services beyond 2024.

2. Part B - Annual Ecological Restoration Monitoring

- a) Conduct qualitative monitoring activities throughout the growing season to maintain cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled;
- b) Observe and document total plant species richness for each wetland cell and the total mitigation SITE in historical comprehensive plant species lists;
- c) Record locations of concentrated stands of non-native and native invasive plant species and locations of rare Arkansas Natural Heritage Commission (ANHC) tracking plant species on wetland cell maps;
- d) Develop 2024 Woolsey Wet Prairie Adaptive Management Strategy & Monitoring Report No. 18 that is consistent with historical monitoring and management activities at Site in a format to be used for SITE adaptive management purposes;
- e) Part B applies to January through December 2024. Renewal of ECO's annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2024.

3. Part C - Annual Adaptive Management Strategy

- a) Continued development and implementation of annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning;
- b) Make SITE visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control;
- c) Oversee selection, scheduling, and coordination of SITE adaptive management activities and provide guidance pertaining to Site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of Site;
- d) Provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of Site for the purpose of implementation of Site management activities that are compliant with Site permanent protection measures and restrictions specified in the CITY's Corps Section 404 permit;
- e) Document and maintain records of adaptive management activities implemented and the date of use;
- f) Make adjustments, as necessary, to timing and type of vegetation management to be implemented including, but not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species;

- g) Utilize wetland cell aerial photographs showing locations of concentrated stands of invasive and non-native plant species and locations of rare ANHC tracking plant species in order to target and prioritize areas for specific management activities;
- h) Develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species by CITY contractors;
- i) Schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native and invasive plant species at specific locations and document herbicide effectiveness;
- j) Coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species by CITY contractors;
- k) Develop burn specifications that clearly identify prescribed Burn Contractor responsibilities as a part of CITY's informal bid process that identify: SITE preparation, notifications, and Burn Contractor responsibilities;
- l) Coordinate, schedule, and observe prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications;
- m) Coordinate co-existence of planned construction and operation activities at adjacent solar array and NWALT Westside Prairie Preserve with adaptive management activities at the SITE;
- n) Part C applies to January through December 2024. Renewal of ECO's annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2024.

4. Part D - Update Credit Tracking Ledger for Surplus Wetland Credits

- a) SITE has generated surplus of wetland credits above those required by CITY's Corps Section 404 permit for wetland compensatory mitigation. CITY has received Corps approval to use wetland credits to mitigate for wetland impacts caused by the CITY's infrastructure improvement projects within Illinois River watershed, HUC 11110103;
- b) Under the 2014 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Van Asche Extension Project for submittal to Corps;
- c) Under the 2015 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Clabber Creek Recreational Trail Project for submittal to Corps;
- d) Under the 2016 Scope of Services, CITY did not utilize any surplus wetland credits for City infrastructure improvement projects requiring wetland compensatory mitigation;

- e) Under the 2017 Scope of Services, CITY did not utilize any surplus wetland credits for City infrastructure improvement projects requiring wetland compensatory mitigation;
- f) Under the 2018 Scope of Services, CITY did not utilize any surplus wetland credits for City infrastructure improvement projects requiring wetland compensatory mitigation;
- g) Under the 2019 Scope of Services, CITY did not utilize any surplus wetland credits for City infrastructure improvement projects requiring wetland compensatory mitigation;
- h) Under the 2020 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Clabber Creek Recreational Trail Project for submittal to Corps;
- i) Under the 2021 Scope of Services, CITY did not utilize any surplus wetland credits for City infrastructure improvement projects requiring wetland compensatory mitigation;
- j) Under the 2022 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Clabber Creek Recreational Trail Project for submittal to Corps;
- k) At the time of development of this amendment under the 2023 Scope of Services, CITY has not utilized any surplus wetland credits for City infrastructure improvement projects requiring wetland compensatory mitigation;
- l) It is unknown at the current time, whether or not Part D services will be necessary for January through December 2024, and will be a function of whether or not surplus credit transactions occur. Should 2024 wetland credit transactions occur, ECO shall update wetland credit ledger accordingly for submittal to Corps at the end of 2024;
- m) Renewal of ECO's annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2024.

5. Part E - Academic Research Project Review and Guidance

- a) During 2017, there was an increased interest in the SITE for academic research projects from various departments of the University of Arkansas ranging from herpetology to soil microbiology. While research projects at the site are exciting and encouraged, the need exists for guidance and oversight to ensure that all parties involved are made aware of the various requirements of the CITY's Section 404 permit and Deed Restricted Covenant for the SITE. Failure to manage research project activities at the SITE has the potential to result in the CITY not being in compliance with the terms and conditions of the CITY's Corps Section 404 permit and the Deed Restricted Covenant for the SITE.
- b) ECO, Inc. has developed a research request form and guidance document intended for use by proposed research projects that will provide project-specific relative information to ECO, Inc., Jacobs, and the CITY for review and approval, while also educating the

applicant about the SITE Corps Section 404 permit requirements. ECO, Inc. will review academic research project proposals and provide project-specific guidance to parties conducting research at SITE.

- c) Part E applies to January through December 2024. Renewal of ECO's annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part E services beyond 2024.

6. Compensation

For the amended Scope of Services described herein, CITY agrees to pay ECO the sum specified below on Cost Detail Table. The total payment shall be a lump sum “not to exceed” amount of **SIXTY-FIVE THOUSAND FIVE HUNDRED U.S. DOLLARS (\$65,500.00).**

Amendment No. 10 - 2024 Cost Detail

Amended ECO Scope of Services	Fee Estimate
Part A - 2024 Project Administration & Management	\$4,350
Part B - 2024 Annual Ecological Restoration Monitoring	\$28,000
Part C - 2024 Annual Adaptive Management Strategy	\$31,650
Part D - 2024 Update Surplus Wetland Credit Tracking Ledger	\$0
Part E - 2024 Academic Research Project Guidance	\$1,500
Total	\$65,500

The CITY and ECO intending to be legally bound, indicate their approval of this **AMENDMENT NO. 10** by their signatures below:

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

By: 
Seth Pickens, President

Date: October 9, 2023

CITY OF FAYETTEVILLE

By: _____
Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____
Kara Paxton, City Clerk/Treasurer

Date: _____

End of October 9, 2023 Amendment No. 10 for Environmental Consulting Services



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: **Amendment No. 15 to the Agreement with CH2M Hill Engineers, Inc.,
Contingent on 2024 Budget Approval by City Council**

RECOMMENDATION:

Staff recommends the approval of Amendment No. 15 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. in the amount of \$8,476,468.00 for services in 2024, and approval of a contingency in the amount of \$423,823.40.

BACKGROUND:

When the original Noland Wastewater Treatment Plant (WWTP) upgrade was completed in 1987, the City contracted with OMI (now CH2M Hill/Jacobs) for wastewater treatment services. In December 2009, the Fayetteville City Council passed Resolution No. 265-09 which approved a proposed five-year contract subject to and contingent upon yearly budget approval by the City of Fayetteville, with two successive five-year options to renew. Amendment No. 15 represents the final year of the second five-year renewal. These agreements include an agreed-to contingency amount.

DISCUSSION:

In the year 2024, the scope of services provided by CH2M HILL/Jacobs will include: (1) operate and maintain the Noland and West Side wastewater treatment facilities; (2) operate and maintain 38 wastewater lift stations; (3) administer the City's NPDES discharge, air, stormwater, and other permits; (4) manage the City's biosolids disposal program; (5) manage the City's industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitor water and wastewater facilities; (7) pursue operation economies, efficiencies, and permit compliance; (8) provide engineering services on an agreed-to basis; and (9) continue to refurbish the sand filters at the Noland plant on an incremental basis of one (1) filter per calendar year.

Approval of this Amendment is Contingent on the City Council's approval of the 2024 City Budget.

BUDGET/STAFF IMPACT:

Funds are available in the overall Utilities budget.

ATTACHMENTS: SRF (#3), CH2M Amendment No. 15 (#4)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1316

**Amendment No. 15 to the Agreement with CH2M Hill Engineers, Inc.,
Contingent on 2024 Budget Approval by City Council**

A RESOLUTION TO APPROVE AMENDMENT NO. 15 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$8,476,468.00 FOR SERVICES IN 2024, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$423,823.40

WHEREAS, in December 2009, Resolution No. 265-09 approved a five-year contract subject to and contingent upon yearly budget approval by the City of Fayetteville, with two successive five-year options to renew; and

WHEREAS, Amendment No. 15 represents the final year of the second five-year renewal.

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 Amendment No. 15 to the agreement with CH2M Hill Engineers, Inc., in the amount of \$8,476,468.00 for operations, maintenance, and management services in 2024, and further approves a project contingency in the amount of \$423,823.40.

City of Fayetteville Staff Review Form

2023-1316

Item ID

12/5/2023

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

Tim Nyander

11/16/2023

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of Amendment No. 15 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. in the amount of \$8,476,468.00 for services in 2024, and approval of a contingency in the amount of \$423,823.40.

Budget Impact:

5400.730.XXXX-5328.00

5400.730.5100-5911.04

Account Number

Water and Sewer

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 8,922,029.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 8,922,029.00

Does item have a direct cost? Yes

Item Cost

\$ 8,900,291.40

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 21,737.60

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AMENDMENT NO. 15 TO AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CH2M HILL ENGINEERS, INC.

THIS AMENDMENT NO. 15 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, Water Resource Recovery Facility and its pertinent systems dated December 15, 2009 (the “Agreement”), is made effective on the 1st day of January 2024, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter “City of Fayetteville”) and CH2M HILL Engineers, Inc., (hereinafter “CH2M”)

NOW THEREFORE, the City and CH2M hereby amend the Agreement as follows:

1. Section 8.8 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 8.8.1 Neither party shall, without the written agreement of the other party, offer employment to each other’s supervisory employees exempt from FSLA overtime requirements during the term of this Agreement and for a period of two (2) years after the end of this Agreement.
 - 8.8.2 Neither party shall, without the written agreement of the other party, offer employment to each other’s hourly employees during the term of this Agreement.
2. Appendix A is hereby deleted in its entirety and replaced with the attached Appendix A.
3. Appendix B is hereby deleted in its entirety and replaced with the attached Appendix B.
4. Appendix C is hereby deleted in its entirety and replaced with the attached Appendix C.
5. Appendix D is hereby deleted in its entirety and replaced with the attached Appendix D.
6. Appendix E is hereby deleted in its entirety and replaced with the attached Appendix E.
7. Appendix F is hereby deleted in its entirety and replaced with the attached Appendix F.
8. Appendix G is hereby deleted in its entirety and replaced with the attached Appendix G.
9. Appendix H is hereby deleted in its entirety and replaced with the attached Appendix H.
10. Appendix I is hereby deleted in its entirety and replaced with the attached Appendix I.
11. Appendix J is hereby deleted in its entirety and replaced with the attached Appendix J.
12. Appendix K is hereby deleted in its entirety and replaced with the attached Appendix K.

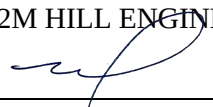
This Amendment No. 15, together with prior Amendments and the Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement

shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Officer have made and executed this Agreement as of the day and year first above written.

CH2M HILL ENGINEERS, INC.

By: 
Name: Greg Fischer
Title: Senior Vice President
Date: 11-16-2023

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Name: Lioneld Jordan, Mayor
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Kara Paxton
Title: City Clerk
Date: _____

Appendices to Operations, Maintenance, and
Management Services Agreement Between
City of Fayetteville, AR and
CH2M Hill Engineers, Inc.

Appendix A

LIST OF APPENDICES

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Appendix B

DEFINITIONS

- B.1 “Adequate Nutrients” means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD₅.
- B.2 “Base Fee” means all costs within the scope of the contract, on an annual basis, including direct costs, labor, utilities (other than electricity), and other allocated costs.
- B.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of City of Fayetteville’s NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- B.4 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Ten Thousand Dollars (\$10,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Ten Thousand Dollars (\$10,000); or (3) expenditures that are planned, non-routine and budgeted by City of Fayetteville.
- B.5 “Cost” means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles including but not limited to direct labor, insurance, labor overhead, chemicals, materials, supplies, utilities (other than electricity), equipment, maintenance, repair, and outside services
- B.6 “Cost Center” is defined as each columned category of the cost detail, presented in Appendix D, which describes the separate functions and locations to which costs may be charged for accounting, reporting or billing purposes.
- B.7 “Electrical Evaluation” will be limited to amperage draws, winding resistance measurements, thermographic evaluations, and current and voltage imbalance
- B.8 “Emergency Situation” is hereby defined as an emergency affecting the safety of persons or property, or regulatory compliance where CH2M HILL shall act to prevent threatened damage, injury or loss.
- B.9 “Fixed Asset” means any tangible property that has a value of Five Thousand Dollars (\$5,000) or more and is depreciable. This excludes the repair/replacement parts that are components of a greater fixed asset.
- B.10 “Fixed Management Fee” means a fee for indirect costs of managing the operation beyond the direct costs of materials and labor.
- B.11 “Integrated Vegetation Management (IVM)” means employing environmentally-sound, cost-effective control methods within grounds, permitted spaces, and related rights-of-way within or immediately adjacent to WRRF’s that support environmental stewardship through healthy ecosystems by providing measurable results - such as greater natural species densities or diversity. Adverse environmental and cultural impacts are achieved primarily through control of invasive species while also enhancing such ecosystem services that build climate resiliency and enhance

community health. IVM strategies strive to manage vegetation and the environment by balancing the benefits of: cost, control, environmental quality, public health, and regulatory compliance.

- B.12 “Load Shedding” is defined as the deliberate shutdown of electric power being provided by the grid and generating on-site power for the treatment facilities, generally to reduce demand strains from the grid on the capacity of the system.
- B.13 “Maintenance” means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer during the warranty period or as recommended by CH2M HILL after the warranty period has expired to maximize the service life of the equipment, vehicles, and facilities as listed in Appendix E.
- B.14 “Natural Capital” (or “Blue-green infrastructure”) means a set of locally distinct, recognizable natural assets functioning together as living infrastructures to provide ecosystem service outputs including but not limited to habitat, water assimilation, erosion control, carbon dioxide absorption, soil health, streambank stability, visual amenity, biodiversity, recreation, temperature regulation and oxygen. BGI’s are planned and strategically managed for a primary function, for example stormwater control, but also support many other environmental, economic and community [or social] benefits.
- B.15 “Operational Technology” (OT) encompasses information technology (IT) support, components and software in an industrial control system (ICS) environment. OT, as a practice, relates to the access and control of physical assets, which differs from IT because it relates to the access and control of data.
- B.16 “Out of scope” services will include “capital expenditures” (definition B.4 of this Appendix), added or modified regulatory requirements (that are not contained in the applicable permits), changes to improve efficiency and/or generate income, or other services not described in the contract and requested by the City of Fayetteville.
- B.17 “Project” means all equipment, vehicles, grounds and facilities described in Appendix E.
- B.18 “Repairs” means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof; cost less than ten thousand dollars (\$10,000); and are not included in definition B.4 of this Appendix.
- B.19 “Reliability Centered Maintenance” means a process used to determine what must be done to ensure the physical assets continue to do what its users want in its present operating context.

Appendix C

SCOPE OF SERVICES

C.1 SCOPE OF SERVICES – CH2M

- C.1.1 Perform professional services in connection with the Project as hereinafter stated.
- C.1.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full-service contract operations and maintenance. Operations may be performed with on-site staff and/or remote monitoring/on-call services for all or portions of this time.
- C.1.3 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements of all applicable City NPDES permits as specified in Appendix F. Maintain compliance with other existing environmental permits as described in Appendix F.
- C.1.4 Operate and maintain the present Industrial Pretreatment including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in Appendix G. Results of all industrial sampling and testing shall be made available to City of Fayetteville as requested.
- C.1.5 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide City of Fayetteville requested reporting, including but not limited to updated preventative maintenance schedules. City of Fayetteville shall have full access to preventative maintenance records.
- C.1.6 Pay all costs incurred within the scope of normal Project operations as defined in this Agreement.
- C.1.7 Staff the Project with a minimum of three (3) Arkansas Class IV Wastewater licensed operators or as required by the Arkansas Department of Environmental Quality (ADEQ).
- C.1.8 Prepare all NPDES permits and other pertinent regulatory reports, letters, or other correspondence, and submit these to City of Fayetteville for signature and approval. Transmittal to appropriate agencies shall be done by City or Jacobs following City authorization of each report, letter, and/or correspondence. The electronic reporting via NetDMR shall be performed by CH2M HILL and then reviewed and submitted by the City. Any fines levied because of late reports as a result of CH2M HILL failure to complete and allow sufficient time for City of Fayetteville's signature and transmittal shall be paid by CH2M HILL. Submittal to the City of Fayetteville no later than 5 business days prior to the reporting period due date shall be considered timely.
- C.1.9 Provide for proper disposal of screening, scum, grit, and biosolids in compliance with permit and regulatory requirements. Should regulations and/or disposal/application options significantly change, projected costs will be revised by mutual agreement.
- C.1.10 Be responsible for all laboratory testing and sampling presently required by the NPDES permits, stormwater permits, "no discharge" permits, and other related requirements or permits.
- C.1.11 Maintain an inventory of vehicles and equipment (rolling stock), to be identified and referenced as Appendix H, being used for the Project and provide to the City upon request.

- C.1.12 Provide twenty-four (24) hour per day access to Project for City of Fayetteville's personnel. Visits may be made at any time by any of City of Fayetteville's employees so designated by City of Fayetteville's representative. Keys, key fobs, or other access equipment for Project shall be provided to City of Fayetteville by CH2M HILL. All visitors to the Project, including City of Fayetteville employees, shall comply with CH2M HILL's operating and safety procedures.
- C.1.13 Provide for the maintenance of existing City of Fayetteville rolling stock such as dump trucks, tractors, and trailers that are necessary for the operations and maintenance of the facilities.
- C.1.14 Provide training for personnel in areas of regulatory requirements, operation, maintenance, safety, supervisory skills, laboratory, cybersecurity and sustainable practices. Continue the current project safety program with updates as necessary.
- C.1.15 Provide computerized maintenance, process control, and laboratory management systems to maintain documentation, accountability and transparency to allow City of Fayetteville to see if the equipment is being maintained appropriately.
- C.1.16 Comply with the requirements of City of Fayetteville regarding affirmative action provisions for minority hiring.
- C.1.17 Provide City of Fayetteville with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by City of Fayetteville and assist City of Fayetteville in preparation of annual operating budgets. City of Fayetteville shall be allowed to conduct or have conducted audits of all accounting records related to the direct contract operations of this Agreement at times to be determined by City of Fayetteville.
- C.1.18 Manage and comply with all manufacturers' warranties on equipment purchased for the project and assist the City of Fayetteville in enforcing existing equipment warranties and guarantees. After the expiration of the warranty, CH2M HILL shall perform maintenance at a level adequate for the efficient, long-term reliability of the equipment and facilities. CH2M HILL will provide City of Fayetteville with full documentation that preventative maintenance is being performed on all City of Fayetteville equipment in accordance with CH2M HILL's best practices and standards. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory to be consistent with the "Reliability Centered Maintenance" model.
- C.1.19 Provide for repairs as described in Appendix B.16.
- C.1.20 Maintain the SCADA system located at the addresses listed in Appendix E. Upgrades, modifications, and/or additions to the SCADA system shall adhere to industry standards and best practices such as: NIST, NEC, ISA, IEC, IEEE.
- C.1.21 CH2M HILL shall provide the following as related to the SCADA system:
- C.1.21.1 Ongoing updates and upgrades of the software and hardware to ensure operational continuity in accordance with the definitions of maintenance and capital expenditures as agreed upon by the City of Fayetteville and CH2M HILL.
- C.1.21.2 CH2M HILL shall be responsible for evaluating and applying hardware firmware and software security patches released from vendor within the next maintenance window (performed bi-annually). Evaluation shall include, but not be limited to reviewing vendor release notes, installing and testing upgrades on lab equipment or a limited subset of active equipment. Hardware firmware and software patches, which do not adversely affect plant control, shall be

applied at the next maintenance window. Hardware firmware and software security patches, which adversely affect plant control, shall be reviewed with the City to determine the path forward. Critical security patches for firewalls and edge devices shall be applied within thirty days of release from vendor-

C.1.21.3 CH2M HILL is responsible for maintaining the SCADA environments including but not limited to: (1) SCADA Wireless and Telemetry equipment, (2) Programmable Logical Controllers and Remote Terminal Units (PLCs/RTUs) and (3) all communications media between sites and ISP connectivity, (4) SCADA software, (5) SCADA servers, and (6) SCADA network equipment.

C.1.21.4 SCADA components shall be protected by UPS uninterrupted power supply to prevent loss of connectivity during brief power loss.

C.1.21.5 SCADA diagrams shall be kept current and any as-built drawings shall be incorporated into a change management document and network diagram. Updates regarding SCADA diagrams shall be provided to the City of Fayetteville as requested. SCADA updates shall include but not be limited to: issues, equipment replacements, improvements, etc.

C.1.21.6 SCADA equipment shall be installed in environmentally appropriate cabinets and properly secured.

C.1.21.7 SCADA modifications shall follow the SCADA network design plan as approved and modified by CH2M HILL and the City of Fayetteville.

C.1.22 CH2M HILL shall operate and maintain the operational technology (OT) components of the industrial control system (ICS) in its current state.

C.1.22.1 OT encompasses the following components of the ICS:

C.1.22.1.1 Networks – switches, routers, firewalls, media converters, communications equipment

C.1.22.1.2 Computers – Physical servers, virtual servers, windows server operating systems, workstations, and thin clients

C.1.22.1.3 Backups, antivirus, network time servers, disaster recovery, network monitoring, remote access, and cybersecurity.

C.1.22.2 CH2M HILL shall operate and maintain the OT environment based on accepted industry standards, guidelines, and best practices. Age of the ICS and component limitations may inhibit CH2M HILL's ability to apply all guidelines and best practices to the system. CH2M HILL shall put forth best effort to adhere to guidelines given the limitations of the existing system.

C.1.22.3 The following ICS networking standards, guidelines and industry best practices shall be used as a basis for operation and maintenance of the OT environment: NIST Framework for Improving Critical Infrastructure Cybersecurity and NIST SP-800-83 "Guide to Industrial Control Systems Security", at a minimum, Revision 2.

- C.1.22.4 There shall be a clear delineation (physically and logically) between the ICS and all other networks. CH2M HILL shall be responsible for the operation and maintenance of the OT components that exist within the ICS and in the demilitarized zone between the ICS and other networks. CH2M HILL operations and maintenance of the OT environment shall be limited to:
- C.1.22.4.1 ICS/OT Networks – Physical components and logical configurations
 - C.1.22.4.2 ICS/OT Server Infrastructure – Physical servers and virtual servers
 - C.1.22.4.3 ICS/OT Software – Active Directory, anti-virus, backups, remote access solutions, management solutions, HMI, PLC programming software, configuration management and domain registrations.
- C.1.22.5 Any expansion of operational technology (OT) components of the industrial control system (ICS) system performed by CH2M HILL shall be compensated with a formal contract amendment agreed to by both parties in advance of such expansion.
- C.1.22.6 CH2M HILL shall develop a change management program to help control the lifecycle of strategic, tactical, and operations changes to the OT environment. The goal of change management is to control risk and minimize disruption to associated OT services. The plan will manage baseline hardware, software, and firmware, and any changes to the ICS system. The plan shall include the City of Fayetteville's IT personnel in the change control process for informational purposes.
- C.1.23 CH2M HILL and the City of Fayetteville shall partner to ensure ICS/OT cybersecurity is maintained. CH2M HILL understands its fiduciary obligation to put forth best effort to operate and maintain good ICS/OT cybersecurity. A good cybersecurity posture is difficult to maintain given the ever-changing nature of the threat landscape. Budget and physical component/architecture limitations affect CH2M HILL's ability in this regard and CH2M HILL shall not be held liable for cybersecurity breaches with the exception of breaches resulting from CH2M HILL's negligence.
- C.1.24 Annual review between CH2M HILL and City of Fayetteville shall be conducted to review past 12-18 months of progress, issues, replaced equipment, and projected improvements expected over the next calendar year and to be included in the annual budget. Project listing should contain location, description of CIP item, progress and estimated costs. Listing provided shall be established and presented by priority and should include sourcing method determined after City discussion (City bid, cooperative purchase, etc.).
- C.1.25 Verify the capacity and efficiency of each sewer lift station once per calendar year and provide results to the City within thirty (30) calendar days of verification.
- C.1.26 Provide recommendations for Capital Improvements Program (CIP) with a schedule for improvements and expenditures as requested by the City of Fayetteville. On an annual basis, a five (5) year schedule will be presented for all capital improvements and ten (10) year projections will be made for major improvements. These recommendations will be based on requirements determined from facility operations and review of the City of Fayetteville's Wastewater Facility Plan. However, these recommendations do not include detailed engineering studies. In addition, CH2M HILL will prepare the required forms and documentation required during budget and capital

improvements budget preparation time each year. Except for the improvements requiring an engineering study, the following will be included for each project:

- Improvement needed
- Justification of improvements
- Cost of improvements
- Any projected increase or decrease in O&M costs created by the CIP, if applicable
- Proposed expenditure schedule
- Proposed capital recovery schedule, if applicable
- Impact of early termination
- Sustainable upgrades to equipment should be disclosed upon providing recommendations for replacement along with the expected cost for upgrading to a more sustainable piece of equipment.

C.1.27 Any services requested by the City of Fayetteville which are not part of the Scope of Services shall be executed by formal written agreement with fees and cost subject to negotiation.

C.1.28 At the direction of the City of Fayetteville, CH2M HILL is authorized to act in emergency situations outside this Scope of Services, at CH2M HILL's discretion. Outside services, services by CH2M HILL personnel not assigned to this project, or excessive overtime hours incurred by assigned personnel which exceed the regulatory labor laws related to emergency services are not included in the compensation set forth in this Agreement. CH2M HILL will notify City of Fayetteville as soon as reasonably possible and shall be compensated by City of Fayetteville for any such emergency work at CH2M HILL's costs for the emergency work plus eighteen percent (18%).

C.1.29 Provide City of Fayetteville with oral and written reports as requested.

C.1.30 Operate and maintain all existing wastewater lift station facilities including buildings, grounds, backup power generators, and certain other appurtenances within the site fenced area. However, maintenance of inlet and outlet pipe works shall terminate at the wall of lift station.

C.1.31 Conduct annual electrical evaluations of electrical units of 25 horsepower or more which operate at supply voltages of 480V or less to ground.

C.1.32 CH2M HILL will comply with present federal, state, and local laws in performing their obligations under the terms of this Agreement. CH2M HILL and City of Fayetteville will work cooperatively regarding the application and impact of potential changes in law, including the potential cost impact on the scope of work, and mutually revise this Agreement as applicable.

C.1.33 Coordinate and schedule the use of training rooms at both wastewater treatment facilities.

C.1.34 Conduct community outreach and education activities including cooperative efforts with the University of Arkansas as appropriate.

C.1.35 Maintain the industrial surcharge program and provide for monitoring and control of septage deliveries, as provided for in the City of Fayetteville's Code of Ordinances, Discharge and Pretreatment Regulations.

C.1.36 The parties contemplate that minor design/engineering services may be provided by CH2M HILL from time to time. The scope and compensation for such services shall be mutually negotiated by the parties prior to the commencement of work.

- C.1.37 Operate and maintain the ongoing nutrient removal efforts at the City of Fayetteville's Biosolids Management Site, including managing, harvesting, and marketing the hay produced on the site. Biosolids Management Site maintenance shall also include compliance with the current "no discharge" permit. Operate and maintain the biosolids drying operation. Coordinate the marketing and/or disposal of the dried biosolids produced from the drying operations as appropriate.
- C.1.38 Operate and maintain existing onsite power generators at all existing sites, including maintaining compliance with off-peak power rate structure monitoring and generation requirements. Perform and document weekly generator tests.
- C.1.39 Coordinate the application of alum sludge from Beaver Water District.
- C.1.40 Check the condition of and replace the odor canisters (as listed in Appendix E) that are part of the air release valves in the collection system, as needed. The mechanical condition of these valves will be maintained by the Fayetteville Water and Sewer Operations Division.
- C.1.41 Provide IVM services for the City's blue-green infrastructures and related natural asset spaces as approved and directed by the City to ensure the site continues to meet ecological performance standards. These services include execution of seasonal, site-specific strategies that include recommended herbicide applications, site maintenance & monitoring, monthly reporting, prescribed burn site preparations, land management best management practices (BMP) to adjacent City's blue-green infrastructures and related natural asset spaces associated with the WRRF's.. Certain excluded services related to the Woolsey Wet Prairie include permit compliance over-sight, permit reporting and prescribed burn scheduling and execution.
- C.1.42 Provide additional IVM, site monitoring and property maintenance activities as approved and directed by the City for environmentally sensitive sites associated with the WRRFs and the White River streambank restoration sites.
- C.1.43 Provide incidental small-scale support as approved and directed by the City of Fayetteville to various not-for-profit groups on issues important to the City of Fayetteville.
- C.1.44 Explore, innovate, and develop solutions to support sustainability by reviewing the impact of climate changes, resource re-use and recycling, water resource management; energy source management and environmental protection and enhancement aligned with City of Fayetteville and CH2M HILL corporate sustainability goals.
- C.1.45 All applicable taxes for property and equipment owned by CH2M HILL shall be borne by CH2M HILL.
- C.1.46 Provide all licenses for vehicles owned by CH2M HILL and used in connection with the Project.
- C.1.47 The City will assume the responsibility for obtaining and paying for the natural gas services at all facilities including the wastewater lift stations.
- C.1.48 CH2M HILL shall facilitate an annual contract fee discussion with the City of Fayetteville to collaborate changes in costs for the next contract renewal.
- C.1.49 CH2M HILL shall provide a monthly listing of all items or equipment purchased to enable the City of Fayetteville to evaluate its applicability as a fixed asset to be recorded on the City's books.

- C.1.50 CH2M HILL shall perform all Repairs to the Dryer at the Biosolids Management Site, including those which would otherwise be considered Capital Expenditures. Repairs which cost \$10,000 or over require prior approval of the City's Utility Director.
- C.1.51 CH2M HILL shall provide annual sample collection, analytical services, and sampling result reporting for the City's NPDES General Industrial Stormwater Permit No. ARR000210.

C.2 SCOPE OF SERVICES – CITY OF FAYETTEVILLE

- C.2.1 Provide for all Capital Expenditures, as defined in Appendix B.
- C.2.2 Maintain all existing and necessary Project warranties, guarantees, easements, permits, and licenses that have been granted to City of Fayetteville.
- C.2.3 Pay all applicable taxes or franchise fees associated with the Project.
- C.2.4 May provide CH2M HILL, within a reasonable time after request, any piece of City of Fayetteville's heavy equipment, subject to availability, so that CH2M HILL may fulfill its obligations under this Agreement in the most cost-effective manner.
- C.2.5 Provide all licenses for vehicles owned by the City of Fayetteville and used in connection with the Project.
- C.2.6 Provide for CH2M HILL's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix H.
- C.2.7 Pay for all wastewater lift station utilities and electricity and water for all facilities.
- C.2.8 Pay for all gasoline, diesel, and propane for backup power generators and all rolling stock provided by City of Fayetteville.
- C.2.9 Pay for all regulatory fees.
- C.2.10 Responsible for all billing and collection activities related to the industrial pretreatment program (IPP) charges, septic hauler fee, hay sales, water treatment residual fees, and fertilizer sales.

Appendix D

COMPENSATION FOR SERVICES

- D.1 CH2M HILL estimates that Base Fee for services, on an annual basis, under this Agreement for 202 shall be **\$ 8,476,468. (Eight Million Four Hundred Seventy Six Thousand Four Hundred Sixty Eight Dollars)**. Details of said cost are shown in Table D-1 below. Thereafter, the Base Fee shall be negotiated each year. Should City of Fayetteville and CH2M HILL fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix I. Upon each contract year renegotiation, CH2M HILL shall continue to invoice City of Fayetteville at the previous amount until the new contract year price is agreed upon. Upon written notice, agreement between the parties as to the new contract year Base Fee, CH2M HILL shall issue an invoice retroactively adjusting the previous Base Fee amount. CH2M HILL will communicate to the City of Fayetteville of any funding issues by documentation in monthly reports. Should the actual expenditures exceed the total estimated annual expenditures by more than five percent (5%) in any year of this Agreement, approval will be obtained from the City of Fayetteville. In the event incurred costs under this Agreement may exceed the Base Fee denoted above, CH2M HILL will provide prompt notice to the City of Fayetteville of any potential budget impact.
- D.2 CH2M HILL will invoice and reconcile budgets in accordance with the following schedules:
- D.2.1 CH2M HILL will invoice a month in advance for the Direct Labor costs plus 15% markup in 12 monthly equal installments payable at the start of the month in which services are rendered. Actual labor costs will be reconciled within 30 days after the current contract year and City of Fayetteville will either be invoiced or refunded the difference.
- D.2.2 CH2M HILL will invoice a month in advance for the Fixed Management Fee in 12 monthly equal installments payable at the start of the month in which services are rendered. The Fixed Management Fee will be adjusted annually in relation to the Base Fee.
- D.2.3 CH2M HILL will invoice Direct Expense (non-labor) cost plus 10% the month after the costs are expensed. CH2M HILL will attempt to have all Direct Expense (non-labor) for the current budget year coded in the system within 90 days of the current contract year and will submit the final Direct Expense (non-labor) invoice to the City of Fayetteville by April 15th of each year. If invoices are not received by the vendors during the close out period, then the costs will be invoiced under the current year contract.
- D.2.4 CH2M HILL will invoice Engineering Services the month after costs are incurred in accordance with the approved scope and budget approved by the City.
- D.3 In order to provide an incentive for CH2M HILL to operate in a manner that will result in actual costs below estimated cost, City of Fayetteville will pay CH2M HILL an additional fee when actual costs are below estimated cost. Said fee will be twelve and one-half percent (12.5%) of the amount of actual cost are below estimated cost.
- D.4 **Cost Detail** - The annualized estimated costs for calendar year 2023 are listed in Table D-1.

Table D-1, Cost Detail

2024 Fayetteville Cost Centers							
	WRRF Management Program	WRRF East Side Operations Program	WRRF West Side Operations Program	WRRF Lab & IPP Program	WRRF Lift Station Maintenance Program	WRRF Biosolids Management Program	Total Cost
Client Cost Centers	5100	5110	5120	5130	5140	5110	
Direct Labor	\$1,197,443	\$960,691	\$569,507	\$332,942	\$268,117	\$724,309	\$4,053,009
Labor Markup, 15%	\$179,616	\$144,104	\$85,426	\$49,941	\$40,219	\$108,646	\$607,952
Direct Expense	\$344,555	\$1,319,143	\$443,474	\$139,276	\$475,084	\$613,514	\$3,335,046
Expense Markup, 10%	\$34,455	\$131,914	\$44,347	\$13,928	\$47,508	\$61,351	\$333,503
Fixed Fee	\$146,958						\$146,958
Totals	\$1,903,027	\$2,555,852	\$1,142,754	\$536,087	\$830,928	\$1,507,820	\$8,476,468

2023 Fayetteville Cost Centers							
	WRRF Managemen t Program	WRRF East Side Operations Program	WRRF West Side Operations Program	WRRF Lab & IPP Program	WRRF Lift Station Maintenance Program	WRRF Biosolids Management Program	Total Cost
Client Cost Centers	5100	5110	5120	5130	5140	5110	
Direct Labor	\$978,969	\$947,092	\$536,772	\$312,710	\$265,810	\$740,644	\$3,781,997
Labor Markup, 15%	\$146,845	\$142,064	\$80,516	\$46,907	\$39,871	\$111,097	\$567,300
Direct Expense	\$324,414	\$1,191,359	\$547,473	\$139,276	\$395,084	\$606,514	\$3,204,120
Expense Markup, 10%	\$32,441	\$119,136	\$54,747	\$13,928	\$39,508	\$60,651	\$320,412
Fixed Fee	\$138,963						\$138,963
Totals	\$1,621,633	\$2,399,651	\$1,219,508	\$512,820	\$740,274	\$1,518,906	\$8,012,792

2023 & 2024 Cost Change							
	WRRF Management Program	WRRF East Side Operations Program	WRRF West Side Operations Program	WRRF Lab & IPP Program	WRRF Lift Station Maintenance Program	WRRF Biosolids Management Program	Total Change
Client Cost Centers	5100	5110	5120	5130	5140	5110	
Direct Labor	\$218,474	\$13,599	\$32,734	\$20,232	\$2,308	(\$16,335)	\$271,012
Labor Markup, 15%	\$32,771	\$2,040	\$4,910	\$3,035	\$346	(\$2,451)	\$40,651
Direct Expense	\$20,141	\$127,785	(\$104,000)	(\$0)	\$80,000	\$7,000	\$130,925
Expense Markup, 10%	\$2,014	\$12,778	(\$10,400)	(\$0)	\$8,000	\$700	\$13,091
Fixed Fee	\$7,995						\$7,995
Totals	\$281,395	\$156,202	(\$76,756)	\$23,267	\$90,654	(\$11,086)	\$463,677

Appendix E

LOCATION OF PROJECT

E.1 CH2M HILL agrees to provide the services necessary for the management, operation and maintenance of the following:

E.1.1 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Noland Water Resource Recovery Facility located at:

1400 North Fox Hunter Road
Fayetteville, Arkansas 72701

E.1.2 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's West Side Water Resource Recovery Facility located at:

15 South Broyles Avenue
Fayetteville, Arkansas 72704

E.1.3 All equipment, grounds, and facilities now existing within the present fenced boundaries of wastewater lift stations described as follows:

SCADA NODE	LOCATION	Generator	Site Maintenance Only
WW1	978 E Zion Rd (Lowe's – Zion PS)	YES	
WW2	3500 E Mission Blvd (Timbercrest PS)	YES	
WW4	691 W Poplar St (Poplar PS - ABANDONED)		YES
WW5	3896 N Gregg Ave (Gregg Ave PS)	YES	
WW6	3021 N Old Wire Rd (Old Wire PS)	NO	
WW7	2065 N Sunshine Rd (Hamestring PS)	YES	
WW8	729 W North Street (North Street PS –ABANDONED)		YES
WW9	1236 N Porter Rd (Porter Rd PS–ABANDONED)		YES
WW12	571 N Double Springs Road (Farmington West PS)	YES	
WW13	878 S Dead Horse Mountain Rd (Stonebridge PS)	YES	
WW14	1820 S Armstrong Ave (Industrial Park PS)	YES	
WW16	518 W Ernest Lancaster Dr (Airport North PS)	YES	
WW18	210 N Sandy (Greenland PS)	YES	
WW19	5716 E Norman Murphy Rd (Mally Wagnon PS)	YES	
WW22	630 N Double Springs Rd (Owl Creek PS)	YES	
WW24	265 W Ernest Lancaster Dr (Airport East PS)	YES	
WW25	551 W Aster Ave (Willow West PS - Farmington)	YES	
WW27	1031 River Meadows Dr (Stonebridge Meadow Phase I PS)	YES	

SCADA NODE	LOCATION	Generator	Site Maintenance Only
WW28	1603 Plantation Ave (Heritage Village PS)	YES	
WW29	390 N Cato Springs Rd (Bohannon PS - Greenland)	YES	
WW32	478 N Durango Place (Silverthorne PS)	YES	
WW33	4644 N Crossover Rd (Stonewood PS - Copper Creek)	YES	
WW34	4572 S School Ave (Airport South PS)	YES	
WW35	3083 W MLK Blvd (Lowe's - 6th St PS)	YES	
WW36	1642 N Willowbrook Dr (Skyler Place PS)	YES	
WW37	3848 W Edgewater Dr (Clabber Creek PS - ABANDONED)		YES
WW38	3710 E Zion Rd (Copper Creek Phase II PS)	YES	
WW39	2392 N Kenswick Ave (Crofton Manner PS)	YES	
WW40	1811 S Cherry Hills Dr (Stone Bridge Meadow Phase II PS)	YES	
WW41	1608 S Springlake Dr (Crescent Lake PS)	YES	
WW44	6061 Dot Tipton Rd (Legacy Pointe Phase 4 PS)	YES	
WW45	4451 N Waterside Ct (Timberlake Office Park PS)	YES	
WW46	3788 E Spyglass Hill Dr (Stonebridge Meadows Phase V PS)	YES	
WW47	3601 E Albright Rd (Embry Acres PS)	YES	
WW48	2435 S Dead Horse Mountain Rd (McDonald PS)	YES	
WW49	3393 E Goff Farm Rd (Meadows PS)	YES	
WW52	485 N Broyles Ave (Broyles Ave PS)	YES	
WW53	1396 Zion Rd (Office Park PS)	YES	
WW55	461 N. Tacoma St. (Farmington Heights)	YES	
WW56	6111 South Hwy 71 (West Fork PS)	YES	
WW57	270 S Broyles Ave (Broyles South PS)	YES	
WW58	1618 N Dawes St (Woodridge PS)	YES	
WW59	ADDRESS to be determined (Wagon Wheel PS)	YES	
WW60?	Cadence Ridge (ETA?)		

- E.1.4 All equipment, grounds, and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Biosolids Management Site located east of the Noland Water Resource Recovery Facility across the White River.
- E.1.5 All equipment, grounds, and facilities associated with or being used to complete routine operation and maintenance activities for the City of Fayetteville's Mitigated Wetlands Site now existing within the present property boundaries located north of the West Side Water Resource Recovery Facility and other mitigation / environmentally protected areas as mutually agreed to by both parties.

E.1.6 The potable water SCADA system at the following locations:

SCADA NODE	LOCATION	DESCRIPTION
W1	215 W 24th St (South Mountain)	Pump Station
W2	844 N Crossover Rd (Hyland Park)	Pump Station
W4	1016 E Ash St	Pump Station
W5	707 E Rogers Dr	Pump Station and 2 Ground Storage Tanks
W6	456 E Baxter Ln	Ground Storage Tank (2 each)
W8	133 N Sang Ave	Pump Station and Elevated Storage Tank
W9	1170 E South Skyline Dr	Elevated Storage Tank (Mt. Sequoyah)
W10	1044 E Township Rd	Elevated Storage Tank
W11	3280 W Judge Cummins Rd	Ground Storage Tank (2 ea) (Kessler Mountain)
W12	7001 E Mission (Highway 45 Valve	Pressure-Reducing Valve Station)
W13	1589 Fire Tower Road (Goshen)	Pump Station and Ground Storage Tank
W14	17301 Lake Sequoyah Rd (Round Mtn)	Pump Station
W15	14360 Round Mt Comm Church Rd	Stand Pipe County Rd #55 (Round Mountain)
W16	22032 Fire Tower Rd County Rd 4343	Stand Pipe (Benson Mountain)
W17	3265 N Gulley Rd	Elevated Storage Tank (2 each)
W18	3788 N Gulley Rd	Pump Station
W19	3370 S Coach Rd	Pump Station
W20	2098 Woodcliff Rd (Springdale)	Surge Tank
W21	2210 N Old Wire Rd	Valve
W22	2800 N Old Missouri Rd	Flow Meter
W23	3385 N Par Ct	Valve
W24	3023 E Joyce Blvd	Valve
W25	2567 E Robinson (Springdale)	Pressure Sustaining Valves
W27	17385 Blue Springs Rd (Goshen)	Pump Station
W28	17970 Lake Sequoyah Rd	Pump Station
W29	Beaver Water District	SCADA Interface
W30	1195 N. Canterbury Rd (Canterbury Tank)	Elevated Storage Tank
W31	2903 E. Flagstone Cir (Stonemountain)	Pump Station
W32	Blue Springs Road	Valve & Flowmeter
W33	Casey Lane	Pump Station
TBD	Additional Blue Springs Road (Future 2024?)	Valve & Flowmeter
	3302 W Dinsmore Trail	Millsap Tower
MTROB	12141 Ed Edwards Rd	Mt. Robinson Tower Site

E.1.7 Provision and maintenance of Remote Terminal Units (RTU) at the following sites located in the City of Elkins, Arkansas:

SCADA NODE	LOCATION	DESCRIPTION
EW1	7500 E. Huntsville Road	Wastewater Lift Station
EW1	1800 S. Van Hoose Drive	Ground Storage Potable Water Tank

E.1.8 Maintenance of the odor control system in the collection system associated with the following lift stations:

<u>LOCATION</u>	<u># OF CANISTERS</u>
LS #6 - 3021 N Old Wire Rd (Old Wire)	5
LS #7 - 2065 N Sunshine Rd (Hamestring)	7
LS #12 - 571 N Double Springs Road (Farmington West)	8
LS #22 - 630 N Double Springs Rd (Owl Creek)	2 3
LS #52 - 485 N Broyles Ave (Broyles Ave)	2

Appendix F

ENVIRONMENTAL PERMITS AND PROJECT CHARACTERISTICS

F.1 CH2M HILL will operate Project so that effluent will meet the requirement of NPDES permit No. AR0020010 and AR0050288. CH2M HILL shall be responsible for meeting the effluent quality requirements of City of Fayetteville's NPDES current permits unless one or more of the following occurs:

- The Project influent does not contain Adequate Nutrients to support operation of Project biological processes;
- Contains Biologically Toxic Substances which cannot be removed by the existing process and facilities;

The influent flow, influent BOD₅, and/or suspended solids exceeds the Project design parameters which are:

	Noland WRRF		West Side WRRF	
	Annual Average	Maximum Monthly Average	Annual Average	Maximum Monthly Average
Flow (MGD)	12.6	18.8	10.0	17.8
BOD (lbs./d)	29,666	44,264	14,595	18,853
TSS (lbs./d)	23,198	34,613	14,595	18,853

F.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅, or flow, exceeds the parameters listed above, CH2M HILL shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Listed Parameters By	Recovery Period Maximum
10% or Less	5 days
> 10% but < 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then CH2M HILL will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

F.3 CH2M HILL shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances (that exceed process inhibiting levels or creates concentrations exceeding application or discharge limitations), and the subsequent recovery period.

F.4 The estimate Costs for services under this Agreement are based upon the following Project influent

characteristics:

Annual Average	Noland WRRF	West Side WRRF
Flow (MGD)	5.55	8.71
CBOD (lbs./d)	13,626	10,979
TSS (lbs./d)	8,453	12,221

The above influent characteristics are the actual twelve (12) months average July through June prior to the date services are first provided under this Agreement. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, may constitute a change in scope.

F.5 The current applicable environmental permits are as follows:

Permit	AFIN No.	Permit No.	Expiration Date
NPDES – Noland (renewal pending – application submitted June 2022)	72-00781	AR0020010	12/31/2022
NPDES - West Side (renewal pending – at request of ADEQ the application was resubmitted in August 2022)	72-01033	AR0050288	11/30/2010
No Discharge Permit – Biosolids Management Site	72-00829	4748-WR-4	12/31/2025
Air – Hamestring	72-01873	2179-A	N/A
Air - West Side	72-01033	2178-A	N/A
Air Noland	72-00781	2327-A-REG315	Registration Only
Stormwater No Exposure Certification (NEC) – Noland	72-00781	ARR00C377	6/30/2024
Stormwater No Exposure Certification (NEC) - West Side	72-01033	ARR000390	6/30/2024

Appendix G

INDUSTRIAL WASTE DISCHARGES AND MONITORING PROGRAM

- G.1 CH2M HILL shall: Administer the Industrial Pretreatment Program in accordance with 40 CFR 403. Administration shall include:
- G.1.1 Maintain the industrial waste sampling and analysis program for pretreatment and surcharge, as described in G.3. This shall include an annual evaluation of the program and notification to the City of Fayetteville of changes in Federal and State pretreatment standards that may affect the Program.
 - G.1.2 Conduct a survey of the industrial user base one time every three (3) years to identify new, or significant, industrial users in Fayetteville and in cities with which Fayetteville has inter-jurisdictional agreements for waste treatment. Update, as required the list of current Significant Industrial Users (SIU's) according to the definition of SIU in 40 CFR 403 or the definition in the approved pretreatment program, whichever is more stringent.
 - G.1.3 Monitor the compliance status of the current Significant Industrial Users (SIU's) through sampling, analysis, inspection, and record reviews. Each SIU shall be sampled and inspected at the frequency established in 40 CFR 403 or the City of Fayetteville's approved implementation manual, whichever is more stringent. Recommend appropriate enforcement action to City of Fayetteville
 - G.1.4 Maintain the laboratory analysis program for each SIU. Results of all industrial sampling and testing shall be reported to the City of Fayetteville as required, in a timely manner
 - G.1.5 Implement the approved industrial permitting system. Prepare SIU permits for issuance or renewal within 90 days of the expiration date or within 180 days after the industry has been determined to be a SIU.
 - G.1.6 Receive, review and act upon reports and notification from industrial users.
 - G.1.7 Notify the City of Fayetteville as soon as is practical but no later than three (3) business days, verbally and followed by written confirmation, whenever an industry is suspected of violating, or has violated the City of Fayetteville's industrial waste and/or sewer ordinances. Prepare notice of violations and other enforcement documentation for City of Fayetteville signature in accordance with the Enforcement Response Plan in the State approved Industrial Pretreatment Program.
 - G.1.8 Track, determine, and publish industrial users in significant noncompliance.
 - G.1.9 Draft new, revised, and renewal industrial waste discharge permits for the SIU's for City of Fayetteville signature.
 - G.1.10 Assist City of Fayetteville with review and revision of the sewer use ordinances, the pretreatment program, and inter-jurisdictional agreements. Local limits evaluation, if requested, may be provided as an out of scope service. The costs of such evaluation will be determined and negotiated at the time of the request. Advise the City of Fayetteville of changes in federal and State Pretreatment Standards and regulations and how the changes affect the local program. Request approval from the City of Fayetteville and the Approval Authority prior to implementing significant changes to the approved Program in accordance with 40 CFR 401.19 (C).

G.1.11 Prepare for City of Fayetteville signature of the Industrial Pretreatment annual report for submittal.

G.1.12 Maintain all industrial monitoring records for at least five (5) years.

G.1.13 Maintain open communication with the SIU's.

G.2 Significant costs due to new or changed Federal, State or local regulations shall cause a discussion of change in contract scope.

G.3 Industrial Waste Dischargers and Monitoring Program in City of Fayetteville, AR:

Industry	Parameters Analyzed
ConAgra Foods Packaged Foods, LLC (Conagra) 1100 W, 15 th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Custom Powder Coating Services, Inc. 1629 W. Farmington St. Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide, arsenic, mercury and total toxic organics per 40 CFR 433.11 (e).
Elkhart Products Corporation 3265 Highway 71 South Fayetteville, AR 72701	Chromium, copper, lead, nickel, zinc, arsenic, cadmium, cyanide, mercury, silver, oil & grease and total toxic organics per 40 CFR 468.02 (r).
Hiland Dairy Company 301 E. 15 th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Marshalltown Company 2200 Industrial Drive Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, arsenic, mercury, cyanide and total toxic organics per 40 CFR 433.11 (e).
Tyson Mexican Original, Inc. 2615 S. School Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Ecotech Consumer Products 1901 East Boric Drive Fayetteville, AR 72701	TSS, arsenic, cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide, mercury.
Wolfspeed, Inc. 535 West Research Center Boulevard Fayetteville, AR 72701	Arsenic, cadmium, chromium, copper, cyanide, lead, mercury, nickel, silver, zinc, total toxic organic per 40 CFR 469.12.

Appendix H

VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)

Unit #	Unit Description	Location	Year
325U2	Ford F350 Super Duty, Reg. Cab	Biosolids Management Site	2000
376	Ford F550 Super Duty/Crane, Crew Cab	Paul R. Noland	2012
382	Ford F550 Super Duty/Crane, Crew Cab	West Side	2015
387	Ford F-350, Flatbed	Paul R Noland	2016
388	Ford F-350, Flatbed	Biosolids Management Site	2016
696	Caterpillar 420E Backhoe	Paul R Noland	2012
751U	Sterling LT9500 Semi Tractor	Biosolids Management Site	2006
766	Kenworth T800 Semi Tractor	Biosolids Management Site	2011
768	Kenworth T470 (Spreader)	Biosolids Management Site	2012
770	Kenworth T800 Semi Tractor	Biosolids Management Site	2013
771	Kenworth T800 Semi Tractor	Biosolids Management Site	2013
786	Kenworth T800 Semi Tractor	Biosolids Management Site	2018
818	Caterpillar P5000LP Forklift	West Side	2008
910	Trailer	Paul R Noland	1987
927	Parker 24' Gooseneck Trailer	Biosolids Management Site	1991
966	P.J. Trailer, 18FT	Biosolids Management Site	1996
969	LO-Boy 25T-36FT Trailer	Biosolids Management Site	1996
1274	Chevrolet Equinox	West Side	2014
2156	Chevy Colorado, 4X4	Paul R Noland	2012
5002	John Deere 6615 4X4 Tractor	Biosolids Management Site	2007
5012	Ford/NH 4X4 T6030 Loader Tractor	Biosolids Management Site	2009
5022	Case Maxxum 125 4X4 Loader Tractor	Biosolids Management Site	2011
5024	R&R 35' Manure/Litter Conveyor	Biosolids Management Site	2011
5025	R&R 35' Manure/Litter Conveyor	Biosolids Management Site	2011
5057	Ford/NH Workmaster 55 4X4 Tractor	Biosolids Management Site	2015
5058	Ford/NH T6.155 4X4 Loader Tractor	Biosolids Management Site	2015
5059	John Deere 615D 4X4 Loader Tractor	Biosolids Management Site	2015
5070	Meyer Spreader	Biosolids Management Site	2016
5086	NH Protedd 3417	Biosolids Management Site	2018
5087	Wylie LCS Trailer Sprayer	Biosolids Management Site	2018
5095	New Holland Speed Rower (swather)	Biosolids Management Site	2019
5096	John Deer 630 MOCO	Biosolids Management Site	2019
5105	Bulk Material Handling 35' litter conveyor	Biosolids Management Site	2020
6037	Bobcat 5770 Skid steer	Biosolids Management Site	2020
9111u	Clement Star-Lite Trailer (Replaced)	Biosolids Management Site	2009
9124	Thompson 6" Diesel Power Pump/Trailer	Paul R Noland	2009

9142	Aulick 42' Belted Trailer	Biosolids Management Site	2011
9165	Clement Star-lite Trailer (Replaced)	Biosolids Management Site	2013
9166	Clement Star-lite Trailer	Biosolids Management Site	2013
9193	Clement Starlite End Dump Trailer	Biosolids Management Site	2015
9223	Godwin 6" Portable Pump	Biosolids Management Site	2016
9227	Clement Starlite End Dump Trailer	Biosolids Management Site	2016
9239	Genie S-45 Man Lift	Biosolids Management Site	2017
9241	Clement Starlite End Dump Trailer	Biosolids Management Site	2017
9250	Unicarriers 50 Forklift	Paul R Noland	2017
	Parkson Electronic Mole – Billy/Trick	Biosolids Management Site	2011
	Parkson Electronic Mole – Cricket	Biosolids Management Site	2011
	Parkson Electronic Mole – Goofy	Biosolids Management Site	2011
	Parkson Electronic Mole – Jurgens	Biosolids Management Site	2011
	Parkson Electronic Mole – Tiny Tim	Biosolids Management Site	2011
	Parkson Electronic Mole – Loenneke	Biosolids Management Site	2011
	Parkson Electronic Mole – Billy	Biosolids Management Site	2011
	Portable Generator for Lift stations	Paul R Noland	2005
9280	Clement Star-Lite End Dump Trailer	Biosolids Management Site	2021
9283	Clement Star-Lite End Dump Trailer	Biosolids Management Site	2021
5124	New Holland Rake	Biosolids Management Site	2022
9308	Anderson RBM 2000	Biosolids Management Site	2022
144U	Chevy Silverado	Paul R Noland	2011
373U	Ford F550	Paul R Noland	2021

Appendix I

BASE FEE AND FIXED MANAGEMENT FEE ADJUSTMENTS

I.1 The Base Fee adjustment formula is as follows:

$$ABF = BF \times (1 + AF)$$

Where:

BF = Base Fee specified in Appendix D

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = .5 (ECI + CPI)$$

ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU101000000000A.

CPI = The twelve month percent change (from October of the prior year to October of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

I.2 Fixed Management Fee adjustment

The Fixed Management Fee will be adjusted annually directly proportional to the base fee costs.

Appendix J

SAMPLE OF MONTHLY REPORTS

CH2M HILL will provide the City of Fayetteville with six (6) monthly reports detailing operations and costs for the previous month.

- Report 1 is a word/pdf document. The report is a narrative detail of the monthly operations of the WRRF's, BMS, and the Woolsey Wet Prairie.
- Report 2 is an excel document that compares actual expenses to the budget in Table D-1, Cost Detail. The report will include the annual totals tab, a tab for each month, and an overall reconciliation tab. Below is a snapshot of an example annual tab:

JACOBS		Client Monthly Financial Report																											
GL PERIOD		CITY OF FAYETTEVILLE																											
PROJECT NAME		September 22, 2019																											
DATE UPDATED		9/22/2019																											
Through Month		9																											
# of Weeks		36																											
		WRRF MANAGEMENT				WRRF EAST OPERATIONS				WRRF WEST OPERATIONS				WRRF LAB & SUP PLANT				WRRF EAST STATION MAINT				WRRF BIOSOLIDS MANAGEMENT				Grand Total			
		Budget	Actual	Variance	% Variance	Budget	Actual	Variance	% Variance	Budget	Actual	Variance	% Variance	Budget	Actual	Variance	% Variance	Budget	Actual	Variance	% Variance	Budget	Actual	Variance	% Variance	Budget	Actual	Variance	% Variance
Salaries		48,000	48,000	0	0%	100,000	100,000	0	0%	100,000	100,000	0	0%	100,000	100,000	0	0%	100,000	100,000	0	0%	100,000	100,000	0	0%	100,000	100,000	0	0%
Laboratory		10,000	10,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%
Travel		5,000	5,000	0	0%	10,000	10,000	0	0%	10,000	10,000	0	0%	10,000	10,000	0	0%	10,000	10,000	0	0%	10,000	10,000	0	0%	10,000	10,000	0	0%
Direct Non-Labor		100,000	100,000	0	0%	150,000	150,000	0	0%	150,000	150,000	0	0%	150,000	150,000	0	0%	150,000	150,000	0	0%	150,000	150,000	0	0%	150,000	150,000	0	0%
Expenses		10,000	10,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%	20,000	20,000	0	0%
Grand Total		173,000	173,000	0	0%	280,000	280,000	0	0%	280,000	280,000	0	0%	280,000	280,000	0	0%	280,000	280,000	0	0%	280,000	280,000	0	0%	280,000	280,000	0	0%

- Report 3 is an excel document that lists all of the non-labor expenses for the month. The data included in the report consists of:

- A pivot table tab enabling quick viewing of costs by major category per cost center.
- An hours tab showing the total hours worked each month split into regular time and overtime:

Example	
Total Hours Worked	XXXXX
Regular Hours	XXXXX
Overtime Hours	XXXXX

- A non-labor tab listing each expense with the following detailed columns:
 - Project Number, Provider GL Period Name, Item Date, Expenditure Type, Expenditure Category, Task Number, Task Name, Employee/Supplier, Project Cost, Comment, Invoice Number, Cost Center Lookup, Task Lookup

Project	Provider GL Period Name	Item Date	Expnd Type	Expnd Category	Task	Task Name	Employee / Supplier	Project Cost	Comment	Invoice Number	Cost Center Lookup	Task Lookup
659031CH	JAN-FY2019	7/1/2019	Miscellaneous	Misc. Reimbursables	31.WW.BS.05	FAYET BIOSOLIDS	Example	\$	*FedEx	12345	WRRF BIOSOLID MANAGEMENT PROG	Biosolids Drying

- Monthly Year to Date Non-Labor Forecast Report.
- Elkins BOD Loading Report: Detail of Noland BOD loading in pounds / day and as a percent of design
- CIP status report

Appendix K

CH2M HILL TRAVEL POLICY

- K.1 CH2M HILL shall follow its travel policy when traveling for business related to this agreement. A copy of the policy will be available on request.



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

DATE:

SUBJECT: **Application for a Certified Local Government Grant from the Arkansas Historic Preservation Program for the 2024 grant year in the amount of \$40,000 with a proposed \$15,000 cash match: Submitted by CITY OF FAYETTEVILLE STAFF. The request is for a grant application requesting \$20,000 for a Multiple Property Documentation Form for the University Heights/Haskell Heights neighborhood, \$20,000 for a historic context statement for the Spout Spring neighborhood, and a budget amendment for a grant match of \$15,000.**

RECOMMENDATION:

City staff recommends approval of an application for a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2024 grant year in the amount of \$40,000 with a proposed \$15,000 cash match for a total project budget of \$55,000 for a Multiple Property Documentation Form and a Historic Context Statement. The Historic District Commission (HDC) joins staff in recommending both projects, and the Black Heritage Preservation Commission (BHPC) joins staff in recommending the Spout Spring Historic Context Statement.

BACKGROUND:

In March 2023, the Fayetteville City Council approved a CLG grant award from AHPP for a historic context statement of the University Heights/Haskell Heights neighborhood. The approval included a budget amendment for a \$5,000 grant match. Prior to the historic context statement project being submitted to AHPP, state historic preservation staff recommended a two-phase approach to completing the University Heights project, with the first phase being the historic context statement currently underway, and the second phase being a Multiple Property Documentation Form (MPDF) that would set a foundation for future historic preservation work, including the nomination of eligible properties to the National Register of Historic Places. The two-phase approach was designed to be able to complete the entire scope of the project in a feasible timeline given the CLG grants must be completed in about 18 months.

An MPDF is a cover document under which a nomination to the National Register of Historic Places is prepared that provides additional background context. The context can focus on topics as broad as the historical and architectural development of an entire city or as narrow as a specific cultural group, architectural type, or any other area of significance under which a property could be nominated. There are other components of an MPDF that also provide guidelines for associated property types, their significance and registration requirements. When a nomination is written for a property associated with a particular MPDF, the

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

added context can enhance the nomination, making it more likely to get listed. Once the National Register Office reviews and approves a new MPDF submission and lists the nomination(s) submitted with it, then future properties can be nominated under the approved submission. This proposed project is aligned with Action Items 3.6 – Historic District Outreach, 3.7 – Local Historic District Designation, 3.8 Multiple Property Designation, 4.4 – Program Promotion, 4.7 – Learning Opportunities: Workshops, and 5.5 – Historic Contexts: Diverse Histories in the Fayetteville's Heritage & Historic Preservation Plan as adopted by the City Council in July 2023. The Historic District Commissioners considered this project and grant proposal in their regular meeting on October 12, 2023 and concurred with staff's recommendation to submit the project for the grant application, voting 6-0-0 in favor of forwarding the grant application request to the City Council.

In June 2023, a resolution was proposed to the City Council to purchase real property in the historic Spout Spring neighborhood. The resolution was tabled to provide additional time for discussion and development of the resolution's proposal. At the October 3, 2023 City Council meeting Emma Willis, a consultant retained by Northwest Arkansas Black Heritage, presented an alternative plan to the Council, the creation of a local historic district for the Spout Spring neighborhood. In the following weeks, Ms. Willis has worked with the community to gather petition signatures and develop the framework for the proposed district.

Provided this, and given the success of current projects along with opportunities to support the future historic preservation work of the city's historic commissions, staff is recommending the submittal of a second project for the 2024 CLG grant cycle: a historic context statement for the Spout Spring neighborhood. The historic context statement represents an opportunity to formally capture important historic themes and development patterns in the Spout Spring neighborhood. Additionally, this statement would act as an organizing structure for grouping information about historic properties that share a common theme, place, and time. A historic context focuses on describing those historical development patterns within which the significance of a resource can be understood, with the intent of providing a focused, analytical framework for identifying and evaluating resources and concisely explaining what aspects of geography, history, and culture significantly shaped the physical development of an area. This includes land use patterns and the built environment over time, what important property types were associated with those developments, why they are important, and what characteristics they need for consideration as an important representation of their type and context. While many structures in the Spout Spring neighborhood no longer exist, a context statement provides the opportunity to review the area regardless of the structures that remain and help provide a foundational document to support future work. This project can be completed independent of the establishment of a local historic district and can act as a supplement to that work.

The Historic District Commissioners considered this project and grant proposal in their regular meeting on October 12, 2023 and concurred with staff's recommendation to submit the project for the grant application, voting 6-0-0 in favor of forwarding the grant application request to the City Council. The Black Heritage Preservation Commission considered this project and grant proposal in their regular meeting on October 19, 2023 and concurred with staff's recommendation to submit the project for the grant application, voting 5-0-0 in favor of forwarding the grant application request to the City Council.

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DISCUSSION:

The proposed projects for this grant application are the University Heights/Haskell Heights MPDF (1) and the Spout Spring Historic Context Statement (2). The documents attached are required for the grant application submittal.

1. University Heights/Haskell Heights MPDF

The proposed project is a Multiple Property Documentation Form for the University Heights and Haskell Heights neighborhoods. The University Heights and Haskell Heights neighborhoods are located directly to the west of the University of Arkansas main campus in Fayetteville. The approximate borders of the neighborhoods are Cleveland/Wedington Drive to the north, Razorback Road and Garland Avenue to the east, Nettleship Street to the south, and Sang Avenue to the west (see attached map). AHPP conducted a site visit in 2017 and followed with a letter recommending an architectural survey and noting the potential importance of early farmhouses and houses with connections to faculty from the University of Arkansas. The neighborhoods comprised a total of 414 parcels and 389 structures in 2021, with at least 253 or 65% of the structures being greater than 50 years old, according to public records.

This MPDF would require a project consultant to complete the work, both to provide needed capacity to perform the work and to meet the Secretary of the Interior's qualifications for this type of project. Staff has solicited cost estimates from qualified and experienced professionals and has received a cost range of \$30,000-\$35,000 for the MPDF. The range in prices is due to the location of prospective consultants relative to Fayetteville and associated travel costs, time, and resources needed for research, along with the anticipated written deliverables and the requirement that the form be presented to the State Review Board in Little Rock, Arkansas. Project budget estimates were gathered by communicating the information provided by AHPP as to the MPDF project deadlines and expectations to project consultants who are active in the historic preservation field and experienced in this type of work, as well as who meet the Secretary of the Interior (SOI) qualifications for the project work.

Should this project receive a grant award, the outcomes and work products will provide the Fayetteville Historic District Commission with a more clear understanding of the process to select and administer a neighborhood research and documentation project, an avenue for connecting with historic neighborhoods to understand their status and history, an advocacy tool for additional steps in the preservation process, and an important next step in both following through with a longtime request and in maintaining momentum as the Citywide Heritage & Historic Preservation Master Plan action items are underway. The Fayetteville Historic District Commission continues to express a desire to serve the community by demonstrating that not only is valuable historic preservation work available through the CLG grant programs, but also that local historic preservation work includes a thoughtful process to research, document, and evaluate the historic resources that are in need of protection and stewardship.

1. Spout Spring Historic Context Statement

The Spout Spring neighborhood is a historic neighborhood in Fayetteville that has been the center of the Black community since the end of the Civil War. The neighborhood includes land and structures of the historic St. James United Methodist Church and St. James Missionary Baptist Church, the Henderson School (an 1870s brick school building for Black children and the first public school in Arkansas which is now a private

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residence), and other important historic places, some of which no longer have the original or historic structures. The Green Book, a guidebook for Black roadtrippers during the era of Jim Crow laws, lists three addresses in Fayetteville, all of which were in this historic neighborhood. According to a 1904 city directory, dozens of Black families resided here as well as in two neighborhoods to the north on either side of College Avenue.

Given there is currently a petition for a local historic district in circulation in this neighborhood (see attached map for the proposed project area for the historic context statement, which slightly overlaps the Washington-Willow National Register Historic District), city staff, the Black Heritage Preservation Commission, and the Historic District Commission propose to request grant funding from AHPP's CLG program to support a historic context statement to help assess and document not only the current state of the neighborhood and its historic structures, but also the historic development patterns and important themes that would inform stewardship of the remaining structures and the basis for future historic preservation work.

BUDGET/STAFF IMPACT:

\$15,000 from general fund

ATTACHMENTS: SRF (#3), BA (#4), University Heights-Haskell Heights Project Boundary (#5), Spout Spring Historic Context Project Area Map (#6)

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1272

Application for a Certified Local Government Grant from the Arkansas Historic Preservation Program for the 2024 grant year in the amount of \$40,000 with a proposed \$15,000 cash match: Submitted by CITY OF FAYETTEVILLE STAFF. The request is for a grant application requesting \$20,000 for a Multiple Property Documentation Form for the University Heights/Haskell Heights neighborhood, \$20,000 for a historic context statement for the Spout Spring neighborhood, and a budget amendment for a grant match of \$15,000.

A RESOLUTION TO AUTHORIZE APPLICATIONS FOR TWO CERTIFIED LOCAL GOVERNMENT GRANTS IN THE TOTAL AMOUNT OF \$40,000.00 THROUGH THE ARKANSAS HISTORIC PRESERVATION PROGRAM FOR THE PREPARATION OF A MULTIPLE PROPERTY DOCUMENTATION FORM FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS AND A HISTORIC CONTEXT STATEMENT FOR THE SPOUT SPRING NEIGHBORHOOD, AND TO APPROVE A BUDGET ADJUSTMENT FOR THE CITY'S GRANT MATCH IN THE AMOUNT OF \$15,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to apply for a Certified Local Government grant through the Arkansas Historic Preservation Program in the amount of \$20,000.00 for the preparation of a multiple property documentation form for the University Heights and Haskell Heights neighborhoods.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to apply for a Certified Local Government grant through the Arkansas Historic Preservation Program in the amount of \$20,000.00 for the preparation of a historic context statement for the Spout Spring neighborhood.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to provide matching funds in the amount of \$15,000.00.

City of Fayetteville Staff Review Form

2023-1272

Item ID

12/5/2023

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

Britin Bostick

11/17/2023

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Application for a Certified Local Government Grant from the Arkansas Historic Preservation Program for the 2024 grant year in the amount of \$40,000 with a proposed \$15,000 cash match: Submitted by CITY OF FAYETTEVILLE STAFF. The request is for a grant application requesting \$20,000 for a Multiple Property Documentation Form for the University Heights/Haskell Heights neighborhood, \$20,000 for a historic context statement for the Spout Spring neighborhood, and a budget amendment for a grant match of \$15,000.

Budget Impact:

1010.090.6600-5314.00

General Fund

Account Number

Fund

32207

AR Historic Preservation Program (CLG Grant)

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 25,370.00

Expenses (Actual+Encum)

\$ 24,671.00

Available Budget

\$ 699.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 15,000.00

Remaining Budget

\$ 15,699.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 185-23; 9/5/23

Change Order Number:

Approval Date:

Original Contract Number:

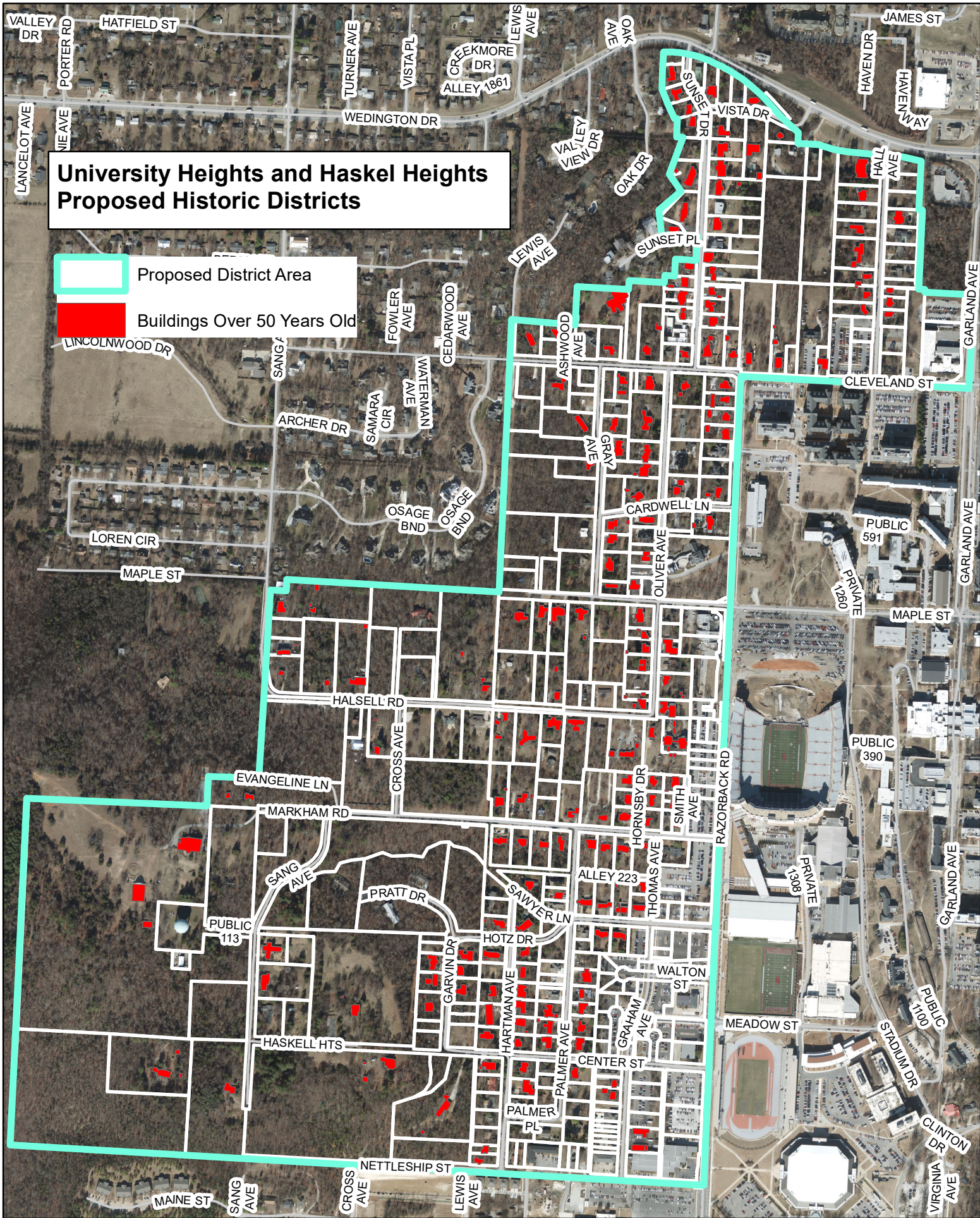
Comments:

Budget Year	Division	Adjustment Number
2023	LONG RANGE PLANNING (634)	
	Requestor: Britin Bostick	

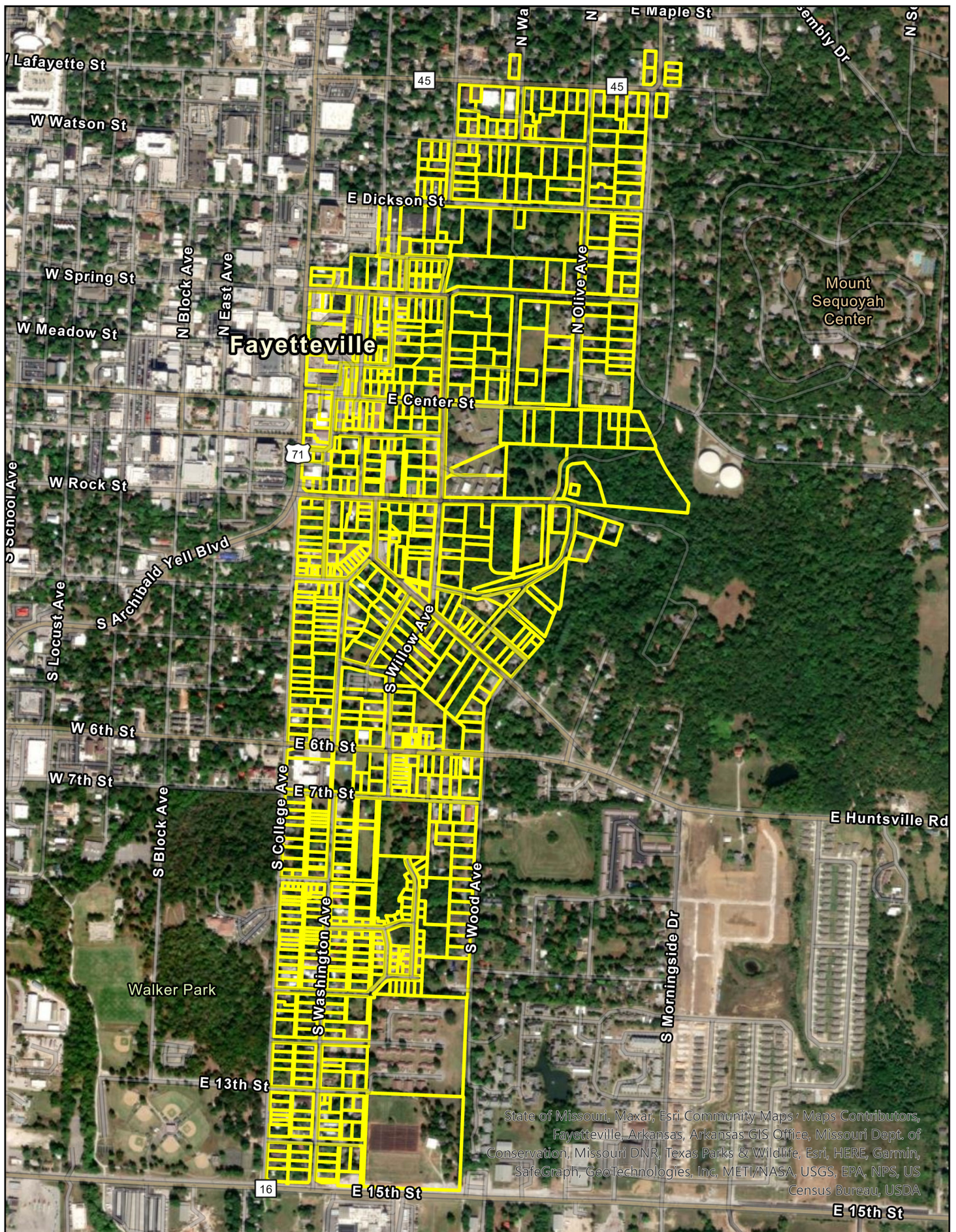
Application for a Certified Local Government Grant from the Arkansas Historic Preservation Program for the 2024 grant year in the amount of \$40,000 with a proposed \$15,000 cash match: Submitted by CITY OF FAYETTEVILLE STAFF. The request is for a grant application requesting \$20,000 for a Multiple Property Documentation Form for the University Heights/Haskell Heights neighborhood, \$20,000 for a historic context statement for the Spout Spring neighborhood, and a budget amendment for a grant match of \$15,000.

	COUNCIL DATE:	12/5/2023
	ITEM ID#:	2023-1272
	Kevin Springer	
	11/9/2023 12:05 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

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0 220 440 880 Feet
Page 747 of 948



Spout Spring Historic Context Statement - Proposed Project Area

 PARCEL selection

0 0.05 0.1 0.2 Miles



N



Page 746 of 948



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Chris Brown, Public Works Director
DATE:
SUBJECT: **Pavement Management Contract with IMS Through the North Central Texas Council of Governments TXShare Program**

RECOMMENDATION:

Staff recommends approval of a resolution to authorize the Mayor to execute an Interlocal Purchasing Agreement with the North Central Texas Council of Governments (NCTCOG); to utilize the NCTCOG TxShare program for Pavement Analysis and Related Services from IMS Infrastructure Management Services, L.P. through the TxShare Master Services Agreement 2022-063 throughout the term of the contract and any renewal periods; and to approve a budget adjustment in the amount of \$175,000.

BACKGROUND:

In 2018, the City contracted with IMS Infrastructure Management Services to inventory and analyze the City's street system and develop a pavement condition index (PCI) rating for the city's street network. This PCI data was delivered in the form of a spreadsheet and GIS map, and has been used over the last 5 years to implement a data-based pavement management and overlay plan that identifies pavement management strategies to maximize pavement condition and minimize costs. The city's asset management software manages the pavement condition index data, and automatically "ages" the pavement based on industry standard deterioration curves. However, over time, the actual pavement conditions may deviate from the expected condition, and it becomes necessary to re-inventory the pavement system to capture the true PCI and recalibrate the asset management software.

DISCUSSION:

Staff proposes to contract with IMS again for the services to re-survey the road network, perform structural testing on higher traffic roads, and provide an updated GIS map and PCI data. Deliverables on this contract will include:

- Report summarizing the findings of the pavement condition survey
- Spreadsheet with inventory, charts, and graphs
- GIS geodatabase containing updated pavement information including distress information
- Data formatted for inputting into Lucy asset management software

IMS proposes to begin work in January and provide the final report in August, 2024. Data collection is planned for February and March 2024.

The proposal provided by IMS is in accordance with the terms of the Master Services Agreement #2022-063

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between the NCTCOG and IMS, dated 5/15/2023, and expiring on November 30, 2028. By joining the TxShare program through a Master Interlocal Agreement with NCTCOG, the City is eligible to procure the services of IMS through this Master Services Agreement and to use the pricing structure established in that contract.

Procurement of the services of IMS through this program results in a savings in staff time by streamlining the process of procurement and allows the City to enjoy the benefits of an established pricing structure while retaining the same contractor that provided these services in 2018. This will also reduce staff time on the back end since IMS understands the City's GIS and asset management systems and how to format their data to best meet our needs.

BUDGET/STAFF IMPACT:

The Master Services Agreement provides a menu of services available on a unit price basis. The services proposed under this contract total \$152,404; however, there may be additional work needed as the project progresses (such as for staff training, additional mapping services, additional lane miles beyond the estimated numbers, etc.); therefore, a total project budget of \$175,000 is requested.

ATTACHMENTS: SRF (#3), BA (#4), IMS Quote - Fayetteville (#5), Contract with COF details and Signing page (#6), Master Services Agreement-final (#7)

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www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1299

Pavement Management Contract with IMS Through the North Central Texas Council of Governments TXShare Program

A RESOLUTION TO APPROVE AN INTERLOCAL PURCHASING AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS; TO AUTHORIZE A CONTRACT WITH IMS INFRASTRUCTURE MANAGEMENT SERVICES, L.P. FOR PAVEMENT ANALYSIS AND RELATED SERVICES PURSUANT TO THAT INTERLOCAL AGREEMENT THROUGH THE TERM OF THE CONTRACT AND ANY RENEWAL PERIODS, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute an Interlocal Purchasing Agreement with the North Central Texas Council of Governments to allow the City to participate in the TxShare cooperative purchasing program.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute a contract with IMS Infrastructure Management Services, L.P. for pavement analysis and related services pursuant to TxShare Master Services Agreement 2022-063 throughout the term of the contract and any renewal periods.

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

City of Fayetteville Staff Review Form

2023-1299

Item ID

12/5/2023

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

Chris Brown

11/15/2023

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to: authorize the Mayor to execute an Interlocal Purchasing Agreement with the North Central Texas Council of Governments (NCTCOG); to utilize the NCTCOG TxShare program for Pavement Analysis and Related Services from IMS Infrastructure Management Services, L.P. through the TxShare Master Services Agreement 2022-063 throughout the term of the contract and any renewal periods; and to approve a budget adjustment in the amount of \$175,000.

Budget Impact:

2100.410.4120-5315.00

Street Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 85,320.00

Expenses (Actual+Encum)

\$ 79,934.12

Available Budget

\$ 5,385.88

Does item have a direct cost? Yes

Item Cost

\$ 152,404.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 175,000.00

Remaining Budget

\$ 27,981.88

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	TRANSPORTATION SERVICES (410)	
	Requestor: Chris Brown	

Approval of a resolution to authorize the Mayor to execute an Interlocal Purchasing Agreement with the North Central Texas Council of Governments (NCTCOG); to utilize the NCTCOG TxShare program for Pavement Analysis and Related Services from IMS Infrastructure Management Services, L.P. through the TxShare Master Services Agreement 2022-063 throughout the term of the contract and any renewal periods; and to approve a budget adjustment in the amount of \$175,000.

	COUNCIL DATE:	12/5/2023
	ITEM ID#:	2023-1299
	Holly Black	
	11/16/2023 11:05 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

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Quote for Professional Services Pavement Management Program Update



**Chris Brown, Public Works Director
City of Fayetteville, AR**

November 2, 2023

IMS Infrastructure Management Services, LP
Nick Messick, Central Region Client Services Mgr.

IMS Today and Pavement Management Services Offered

IMS Infrastructure Management Services, LP is pleased to submit a quotation to update the City's pavement management program. IMS is an industry leader with 38 years of pavement and asset management experience. Since our founding in 1985, we have provided similar services to more than 1,000 municipalities across the United States. **Collectively, the IMS engineering team brings more than 350 years of pavement and asset management experience to the table.**

IMS brings significant regional experience and expertise to meet the City's pavement condition assessment, right-of-way asset, and software integration. As we understand, the City of Fayetteville currently maintains approximately 484 centerline miles of roadway. IMS has performed objective pavement data collection for similar agencies such as and many others in Arkansas and the surrounding region.

To ensure adequate coverage across the network, the Road Surface Tester (RST) will survey the arterial, collector and residential roadways in both directions, resulting in a survey mileage of an IMS estimated **546**

miles. The RST is equipped with a Laser Crack Measuring System 2 (LCMS-2) that is the most technologically advanced data collection equipment available in the industry.

In addition to our recent experience in the area, it is worth noting that the IMS team has grown significantly since 2018, both in staffing and equipment. In 2021, we appointed a new Principal Engineer and President, Kurt Keifer, PhD, PE. Kurt brings over 20 years of experience to projects, and his background is at the core of the industry, with experience working for the US Army Corps of Engineers and developing the ASTM D6433 protocols.

We have added six pavement engineers and nine GIS analysts to our team along with five state-of-the-art Road Surface Testers (RST) equipped with the latest 3D Laser Crack Measurement System (LCMS-2) technology. We have also added Fast Falling Weight Deflectometer (FastFWD) pavement structural testing equipment along with mobile LiDAR technology for asset inventories and ADA sidewalk and ramp compliance surveys. The combination of our larger technical team and fleet of testing equipment provides IMS with greater capacity and redundancy for completing larger projects in a timelier manner.

We are confident that IMS will be the ideal partner to ensure that the City achieves its project goals, given our past successful work with the City, our significant regional experience, and our possession of the largest fleet of advanced pavement data collection systems in the United States.

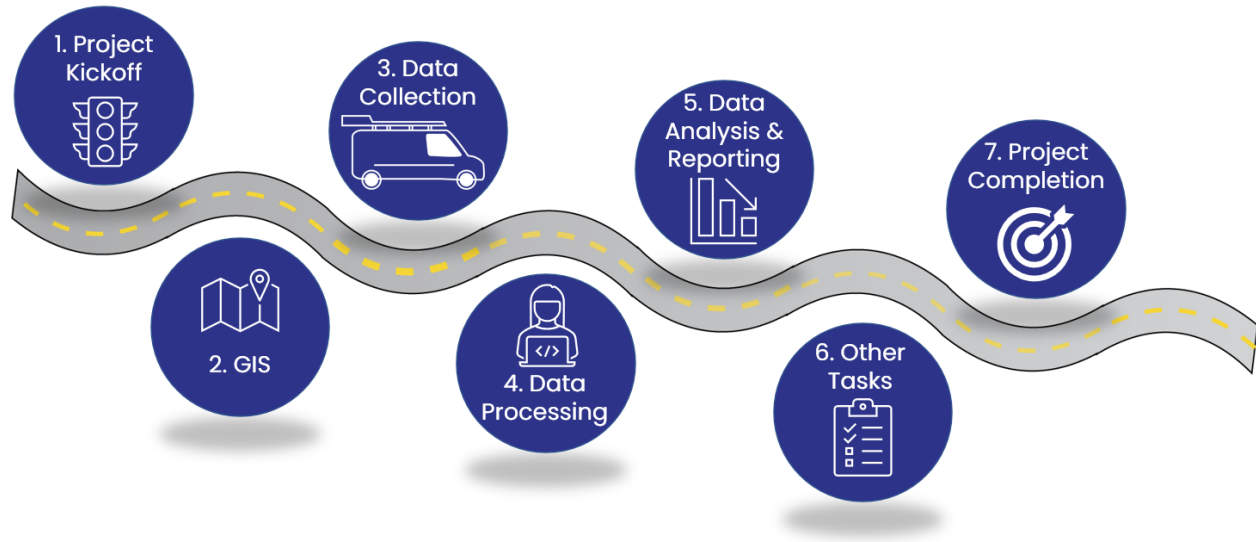


Members of the IMS Engineering, Technical and Sales Teams at our December 2022 in-service meeting week.

Project Overview

Scope of Work

The IMS project approach for pavement condition and asset inventory projects typically follows the seven steps shown in the graphic below. In this section, we detail the specific tasks and milestones that will be required for the successful completion of this project.



IMS assigns seasoned pavement engineers as the project managers for all our projects. We believe it is imperative that the project manager have the requisite technical and domain knowledge – as well as practical project management experience – to lead the team. Our project management process is based on thorough planning, proactive management of schedules, and constant communication. The result of effective project management is higher quality with respect to project deliverables and satisfied stakeholders.

Kickoff Meeting

IMS has standardized a project approach based upon our 38 years of pavement management experience and the subsequent lessons learned after performing hundreds of projects. Detailed conversations with our clients allow us to tailor a solution to the specific needs of an individual municipality.

A prerequisite for a successful project is an initial project meeting with the City team members and the IMS team. This early communication is critical to ensuring that we are fully aligned with the City's overall vision for this project as well as the specific data needs for the City. Through this project initiation process, we will prepare the project plan for overall implementation. The plan includes:

- Contacts and stakeholders
- Measurable tasks and milestones
- Project approach and specific data collection methods
- Allocation of resources, including personnel and equipment
- Deliverables and schedule
- Performance and schedule risks

We will ensure that the plan remains current with any further data needs. Our Project Initiation Form and GIS Setup Form are part of our process, where the outcome will include a final project plan and an approved schedule in collaboration with the City's staff and stakeholders. This plan is established before any data collection begins. Project requirements are incorporated in the two project success documents. The project success documents ensure transparency and act as a reference point to ensure all stakeholders are accounted for and involved.

GIS Survey Mapping

Our data collection plan relies on a complete and up to date GIS street centerline. Shortly after the kick-off, our Esri GIS experts will review and update the City's street centerline data to ensure there is an accurate inventory of streets to be surveyed. City review of the centerline data is a critical path activity to ensure timely and accurate data collection. Once the inventory is confirmed by the City, the IMS team will prepare the GIS maps that guide field data collection.

IMS will produce survey maps to clearly indicate where our equipment will travel to collect data. While we would expect the City's GIS environment to be highly accurate, we find it valuable to ensure that we are aware of exactly which roads are included in the project and that we discuss how to proceed with roads, such as private roads that should not be collected. Any questions regarding the roadway network will be resolved prior to data collection. IMS will also confirm the linkage of the road segmentation to the City database and GIS, using the customer defined existing road segments.

Pavement Condition Survey

Our two-person field crews will collect both outward facing and downward facing pavement imagery, using one of our RSTs equipped with LCMS-2 3D pavement imaging technology. Pavement surface distresses including linear cracking, fatigue cracking, block cracking, rutting, raveling, bleeding, edge distress, and patched areas as well as right-of-way imagery will be collected on a segment-by-segment basis, with each distress being captured by type, extent, and severity. The data and imagery that is collected is then linked to the City's existing GIS data.

The LCMS-2 system is the highest resolution 3D pavement scanning technology available. Each LCMS-2 system relies on two downward-facing, high-resolution 3D cameras. Combined, the two 3D cameras capture continuous downward imagery for more than a standard lane width. The cameras are coupled with downward-facing lasers that provide constant and consistent illumination of the pavement surface regardless of ambient lighting conditions. The impacts of shadows from trees, buildings, or simply overcast sky conditions are eliminated by the laser illumination.



*IMS Road Surface Tester (RST) equipped with Laser Crack Measurement System (LCMS-2)
(Note: IMS has five RST LCMS-2 equipped systems dedicated to municipal pavement management.)*

The 3D cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM D6433, on the pavement surface at speeds up to 65 mph. Due to the versatility of the LCMS-2 technology, the automated pavement condition survey will be performed at near posted speeds, and traffic control will not be necessary for the data collection effort. Pavement data collection and imagery surveys are expected to progress at a rate of between 35 and 50 miles per day for the City.

The IMS team then processes the collected data using a combination of advanced analytical tools and rigorous, manual QC/QA performed by IMS' certified Pavement Condition Index (PCI) raters to determine accurate and repeatable PCI values for each roadway segment. Furthermore, we deliver our PCI ratings and supporting data (distress information, rutting, and IRI values) in both spreadsheet and GIS formats for easy review. The data that we provide may be used immediately for decision making or be imported into any pavement management system.

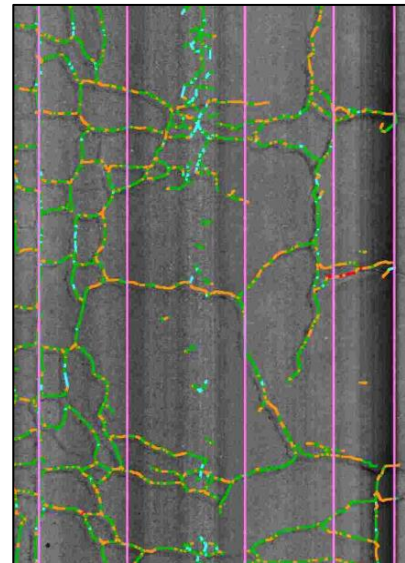
During data collection, IMS implements routines that are performed each day of data collection to ensure data consistency. These include:

- Equipment is calibrated, and daily reports are completed.
- All sensors are continually monitored to ensure they are receiving data within specification.
- Each street is noted on the inventory and map, as well as through GPS and assignment of the RST van number.
- Production is tracked and records of coverage are documented.
- A corrective action plan is followed, as necessary.
- All data is backed up and sent to the IMS main office for processing.

ASTM D6433 Pavement Condition Evaluation

During and following the data collection effort, our team will evaluate all collected pavement imagery and surface measurements to arrive at Pavement Condition Index (PCI) values. This is a six-step process that includes the following tasks:

1. **RoadInspect™ Pavement Distress Detection** – Cracks, rutting, and other pavement distresses are automatically detected in both the 2D and 3D pavement images. IRI values are also calculated at this time. *(Note: The RoadInspect™ software was developed by Pavemetrics, the firm that manufactures the LCMS-2 technology.)*
2. **IMS Pavement Distress Classification** – Pavement distresses detected by the RoadInspect™ software are then classified by type (e.g., alligator cracking, bleeding, edge cracking, etc.) and severity (e.g., low, medium, or high) based on predefined criteria (e.g., ASTM D6433). IMS has created a suite of custom tools that include rule-based algorithms in conjunction with artificial intelligence to accurately classify pavement distresses.
3. **IMS PCI Calculation** – Pavement distress data is imported into IMS' PCI calculation software, and PCI values are determined for each roadway segment using a scale from zero (0) to one hundred (100) as defined in ASTM D6433.
4. **IMS Quality Control (QC)** – The IMS project manager then does a review of the data and works with the QC team lead to address any issues that may be identified.
5. **IMS Quality Assurance (QA)** – The IMS project QA Manager independently reviews the rated data and works with our Project Manager and QC team to correct any issues observed.
6. **Client QA** – The IMS Project Manager reviews the findings of the pavement condition data with City staff before beginning any analysis activities. IMS will present the pavement condition data in a Client Review Spreadsheet (CRS) along with maps illustrating pavement conditions for the client to independently review.



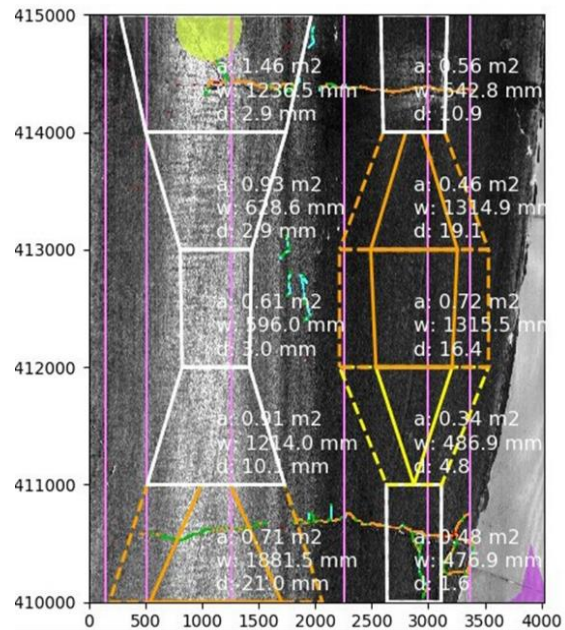
LCMS-2 cracking data in QC/QA review stage.

Rutting and Roughness

IMS' LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the vans drive at normal traffic speed. With more than 4,000 measurement points collected per transverse profile and sub-millimeter vertical accuracy, the LCMS-2 can define transverse profiles with a high level of precision, accuracy, and repeatability.

Once all the transverse profiles are collected for a roadway, IMS uses the Brazilian Method, which is an industry standard method, to determine the rut area and the deepest (or maximum) rut depth for the profiles. These values, as well as width of rut and color coding, can be seen in the LCMS-2 laser image to the right. Orange represents high severity rutting, while yellow represents moderate severity rutting. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.

Pavement roughness is evaluated by measuring the accumulated difference in the vertical displacement of a road surface, independent of chassis response, over a prescribed road length (longitudinal profile). This roughness is typically reported via the International Roughness Index (IRI). IRI data is calculated in real time from continuous longitudinal profile data collected by the LCMS-2's 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in compliance with ASTM E 950. The LCMS-2 unit conforms to a Class I profiling device, and it can also "pause" over non-valid roadway sections such as localized maintenance activities, railroad crossings, speed bumps, and brick inlays and not affect the IRI value.



Rut area and severity levels shown on the LCMS-2 composite image.

Deflection Testing

Subsurface distress investigations are a valuable tool to assess the subgrade condition of a roadway. As a part of a sound pavement management program, IMS will integrate the Structural Index (SI) as a component of each roadways final PCI score. To assess the subgrade strength of a roadway, a Fast Falling Weight Deflectometer (Fast FWD) will be mobilized to the City.

Deflection testing is performed using a Fast FWD, in accordance with ASTM standards. The IMS team can conduct a structural assessment of all designated roadways as completed as a part of the 2018 project. Deflection testing is completed at least once in each direction in every street segment (every 300 - 500 feet) along the outside lanes of the roadway. A series of geophones records deflection readings for each section of pavement tested. These readings are used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

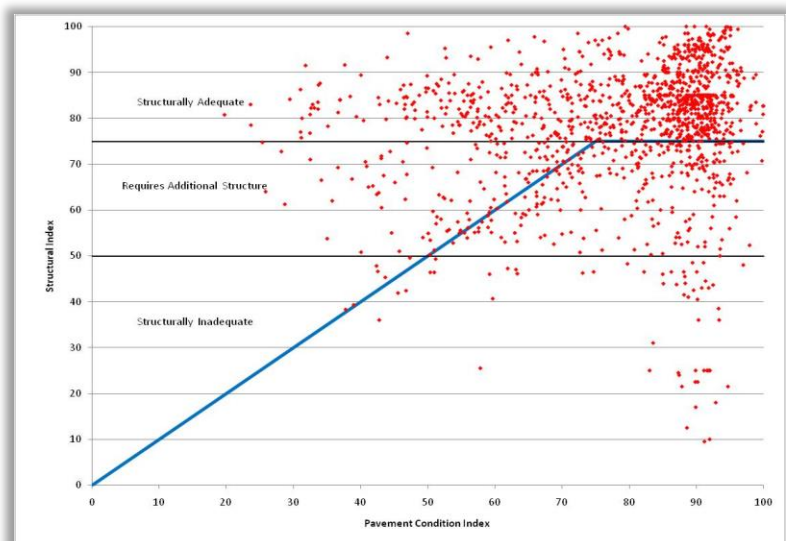


Fast Falling Weight Deflectometer (FastFWD)

Upon completion of the deflection survey a structural analysis is performed. Fast FWD's apply a known load to the pavement and measure the pavement response to the load. The structural adequacy of a street is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are generally deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays; those between 50 and 75 typically reflect streets that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

The adjacent graph presents a sample structural adequacy plot of a recent client's roadway network against its average pavement condition.

The diagonal blue line separates roadways that are performing above expectations (above the line), from those that are not, (below the line). The number of roadways falling below the diagonal line indicates this client has a relatively high percentage of roadways that are structurally inadequate for their design load. This is often the result of insufficient base and structural materials during the original construction, or the application of overlays that were too thin during the lifetime of the roadway.



Quality Control and Quality Assurance

IMS has developed a unique approach to pavement condition assessments by coupling manual review of distress data with automated algorithms. This more rigorous QC/QA process ensures that the automated distress detection and classification algorithms that we use work correctly. Our Pavement Engineering team fully understands the capabilities and limitations of the state-of-the-art LCMS-2 technologies and sophisticated algorithms that we employ, and our QC/QA steps are extremely important in ensuring the success of the project.

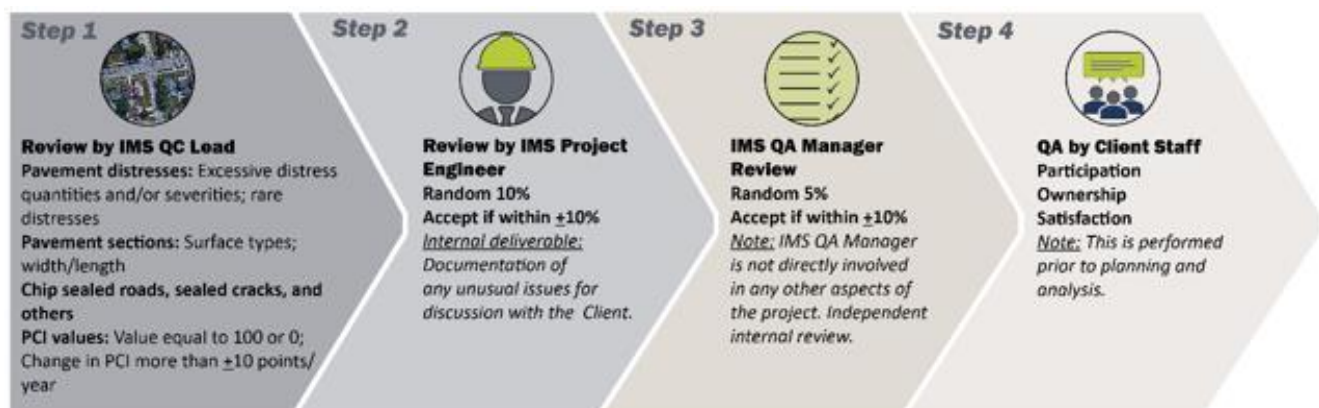
The IMS QC/QA process is comprehensive and makes use of field observations, automated data processing tools, manual data review by our QC team, independent review by our QA manager, and lastly, final review by the City. There are QC/QA checks at each stage of the project to ensure data quality before the data is moved into the next steps.

Machine learning and artificial intelligence have sped up distress identification significantly. And when supplemented with trained pavement raters, field staff, and expert engineers, they establish high data confidence and integrity. The final quality assurance performed by City personnel will ensure that the City has confidence in and takes ownership of the condition data.



New QA Tool! IMS QC/QA interface for manually reviewing automated distress detection and classification results.

The image above depicts the new QA tool developed by the IMS engineering team to assist our quality



IMS' rigorous, multi-step approach to QC/QA of pavement condition data to ensure ASTM D6433 compliant data.

control team review the LCMS-2 automated data and field imagery to ensure a representative product. The flow chart below illustrates the 4-step process that has been improved and recently streamlined.

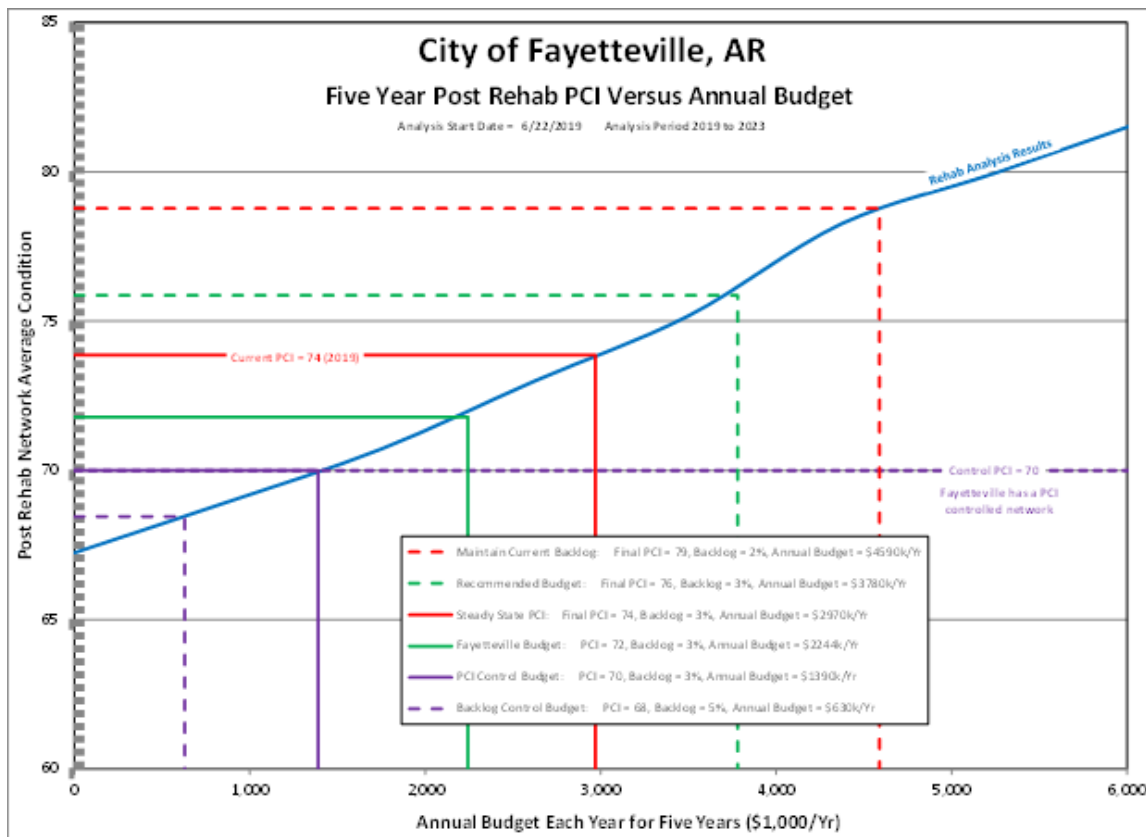
Analysis for the 2023 Project

Once the QC/QA process has been completed, our project team will deliver a Client Review Spreadsheet (CRS). This spreadsheet includes the pavement inventory, life-cycle cost estimates, and the familiar graphs and charts to understand the health of the network. This information will provide quality data, based on sound engineering principles, and realistic budgets for the City staff to utilize in their project selections and internal analyses.

Once the City reviews the PCI data, the Project Manager will set up a meeting with City staff to discuss the analysis requirements and identify additional budget scenarios to prepare. At a minimum, the following pavement management scenarios have been recommended, based on the simplified approach to this project:

- Annual funding required to maintain existing pavement conditions.
- Funding required to maintain an average PCI of 65 over the next 5 years.
- Funding allocation for asphalt overlay and/or surface treatments to maintain an average PCI of 70 over the next 5 years.
- PCI for the network if current funding levels remain the same for the next 5 years.
- Recommended pavement strategies for the various budget scenarios investigated.

We look forward to collaborating with the City staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders involved. If the City is currently utilizing the Lucity software, our staff can format the GIS deliverable for load to the software. As with the previous project, we plan to run budget scenarios and develop paving projects with our streamlined approach utilizing the city's long-standing solution: the Lucity pavement management module.

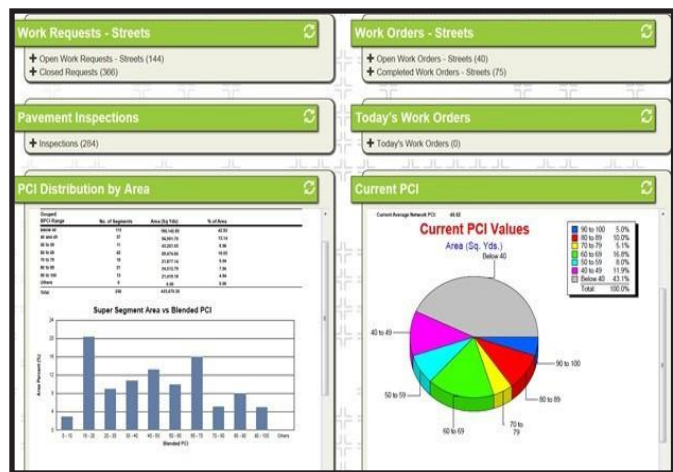


Lucity Integration Expertise & Load

IMS has implemented the Lucity software solution for over 100 agencies, and the enterprise software provider has over 250 active agencies utilizing their product. IMS configures the Lucity pavement management module to seamlessly integrate with GIS using a one-to-one relationship and engineers the application to support the user in generating fiscally sound management decisions through cost benefit analysis that can include structural characteristics of the street.

The Lucity software is a powerful enterprise application that was developed to assist public works and transportation departments in managing their daily workflows. While their traditional licensing structure was a “Pay Per Module/User” approach, they have recently moved to a “Named Product” license structure. This means that each agency simply pays for each user of the “Asset Product” and gains access to all modules within that suite. The “Asset Product” includes streets & roads, rights of way, bridges, signs, signals, streetlights, traffic analysis, pavement analysis, storm, parks, and many more as depicted in the adjacent product chart. This gives the City access to far more modules and the only constraint is then the number of concurrent licenses purchased.

There are a few key enhancements to the Lucity software that should be reviewed to determine if the software can be configured to meet the needs of City Staff and Management. A few of these enhancements are as follows:



- Tightly coupled GIS integration with an option for a 2-way data management feed.
- Web and mobile technologies leveraging standard tablets and mobile devices (Android and iOS).
- Pavement analysis techniques that can be prioritized according to City specific priorities and optimized using “cost of deferment” techniques. The result is a defensible five-year rehabilitation plan.
- Can consume custom prediction models based on traffic, pavement type, structural condition, drainage features, environmental conditions, and many other potential options.
- Established and proven process for updating and restoring the SQL Server Lucity .bak file after each data collection cycle.
- Access to “Lucity Listens” which is an online forum where users can discuss the software, pose questions, and receive follow-up from Lucity professionals. Lucity even uses this site to assess the most popular requests for software updates each year.
- New web product with custom dashboard setup for each individual user. The web product replaces the older desktop version and is available for conversion so long as the City's annual support and maintenance is current.

Capacity to Perform Work

IMS employs 49 full-time staff, including 8 pavement engineers – five of whom hold PhD degrees in pavement engineering, 10 GIS analysts and technicians, nine independently, OCTA certified ASTM D6433 pavement raters, and 15 trained and experienced field technicians. Together, we complete over 100 pavement and asset management projects annually. We stand second to none in our ability to establish cost-effective pavement management programs for large and small agencies alike, and our team has earned a reputation for excellence over the course of thousands of projects for municipal clients across the United States. Our multi-disciplinary team, led by pavement engineers, has the experience and expertise to assist our clients with full-service pavement and asset management services, software needs assessments, and custom implementations.

Key personnel identified for the project will be assigned to the City for the duration of the project. Our team is accustomed to working on multiple projects at a time, and we adjust resources on a routine basis to ensure that we have the staff and equipment required to meet project milestones.

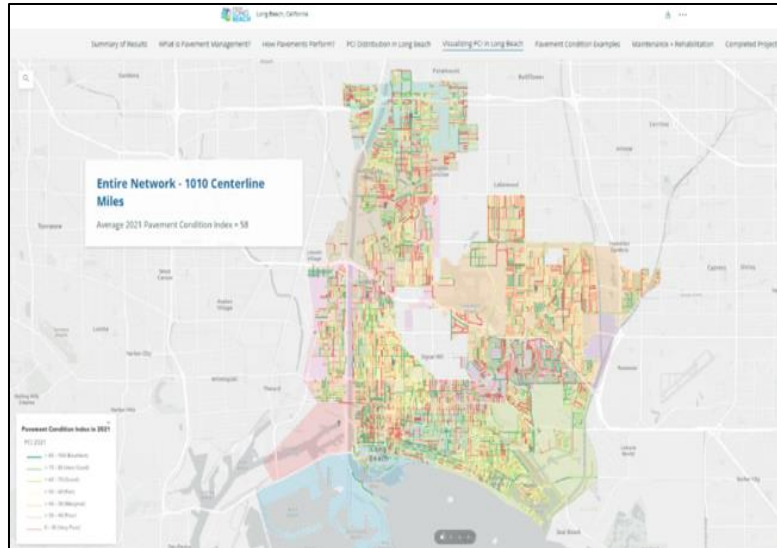
Proposed Project Schedule

This is a representation of our proposed schedule for the 2023 City of Fayetteville project, which reflects our improved project workflow.

Proposed Schedule		
Assumes a NTP is issued January 2024 – <i>Data Collection is Weather Dependent</i>		
Task	Description	Estimated Milestone
1	Executed Agreement/NTP	January 2024
2	GIS Acquisition and Validation	January 2024
3	Kick-off with Review Map Iterations and Approval	January-February 2023
4	RST LCMS-2 Pavement Surveys (NTE 105 Test-Miles)	February-March 2024
5	QC/QA for Data Collected	May 2024
6	Deliver Pavement Condition Data/Client Review Spreadsheet	May-June 2024
7	Draft 5-Year Analyses & Iterations	June -July 2024
8	Final Analyses, Reporting, and GIS Mapping	July -August 2024
9	<i>Opt. Lucity Training, Council Support</i>	<i>August 2024(flexible)</i>

Optional: Esri Story Map

IMS is an Esri Authorized Business Partner and an early adopter of Esri technologies. The partnership between IMS and Esri makes unparalleled industry and subject matter expertise available to our clients. Our team of GIS experts are focused on building easy-to-use and easy-to-maintain web-based, geocentric story maps and dashboards to serve not only our clients, but also their constituents. These tools provide a dynamic way to present complicated information visually. Many agencies are already using Esri software and ArcGIS Online, and we look for ways to leverage that existing licensing, subscriptions, and infrastructure to elevate the data we are delivering. We have built story maps for clients to help explain to citizens how a pavement survey works, how the analysis is performed, and how the maintenance and rehabilitation budgets are distributed to maximize the use of scarce funding. In addition to the story maps, we have also deployed agency-focused dashboards to enable managers to easily review the planned work, existing and forecasted conditions, and funding impacts on a map.



IMS interactive Esri GIS story map: City of Long Beach, CA

Project Highlight: Long Beach, CA

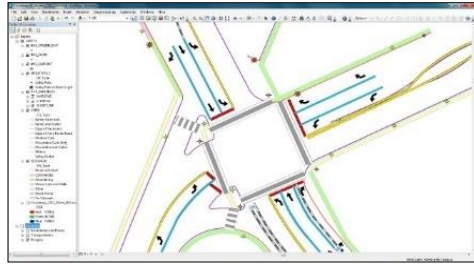
Link to live story map: <https://bit.ly/3NQG1AT>

IMS is working with the City of Long Beach, CA to web-enable their pavement management plan to engage citizens in the pavement management process. To facilitate this activity, IMS has authored and deployed an Esri Story Map that shares complex engineering information in an easy to understand public-facing framework. A second, password protected configuration as a dashboard exists that allows City engineers to access additional information and data.

Deliverables

The following products can be delivered to the City:

- Report summarizing the findings of the pavement condition survey
- Client Review Spreadsheet (CRS) with inventory, charts, and graphs
- Esri geodatabase containing updated pavement information including distress information
- Format of Data for Lucity Load

Technology	Value Added	Photo
Right of Way Asset Collection	Imagery collected during the RST survey can be used to build ROW asset inventories and condition assessments for signs, signposts, curb and gutter, sidewalks, ramps, striping, and many other assets. A subconsultant will be added to the team if this service is selected.	
Bannered Imagery	HD ROW imagery collected at the same time as the pavement surveys is processed and cut into 20-foot intervals, then formatted and bannered with relevant header data and the City's branding. Images are linked to the City's GIS centerline and provided as a geodatabase with image hyperlinks.	
Mobile LiDAR for Sidewalk Ramp Assessments	Deployed to supplement right-of-way inventory surveys by creating a three-dimensional point cloud from which measurements can be extracted. The integrated Ladybug 5+ camera captures high-resolution spherical imagery at defined intervals.	

Fee Proposal

The detailed budget presented on the next page is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget assignment. Here are the fees utilizing the current **NCTCOG** rates for IMS:

Test-Mileage Calculation:

IMS is proposing to survey all City-maintained major roads in both directions and all locals in one direction to ensure a sufficient representative sample. The total was based off current City-maintained mileage information supplied by the City.

Service Category #1: Pavement Data Collection						A	B	C=AxB
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
			Unit Base (\$)	Cost	Unit Cost (\$) 201-700 Lane Miles			
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile ¹			\$115.00	546	\$115.00	\$62,790.00
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile ¹			\$1.00	546	\$1.00	\$546.00
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	\$2,500.00			1	\$2,500.00	\$2,500.00
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile ¹			\$1.00	546	\$1.00	\$546.00
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking.	Lane Mile ¹			\$1.00	546	\$1.00	\$546.00
6	Perform friction testing	Lane Mile ¹		(OR: see below)	\$160.00			0
7	Measure lane striping reflectivity quality	Lane Mile ¹			\$50.00			0
Service Category #2: Asset Inventory						A	B	C=AxB
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
			Unit Base (\$)	Cost	Unit Cost (\$) 201-700 Lane Miles			
8	Collect sidewalk data to include location, length, width, location in relation to curb and if greenspaces exist between curb and sidewalk, and sidewalk condition to create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile ¹			\$27.60			0
9	Collect sidewalk Barrier Free Ramp data to include location, configuration, presence of truncated domes or other detectable warning feature, and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile 1	\$25.60					0
10	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile 1	\$40.80					0
11	Collect photos of Barrier Free Ramps, sidewalks, curb condition, drive approach, and/or roadway signs inventoried under items 8, 9, and 10 above.	Lane Mile 1	\$1.00					0
12	Collect location of curb and gutter and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Linear Feet	\$1.00					0
13	Collect location and type of visible in-pavement features such as valves, manhole covers, etc. and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile 1	\$27.20					0
14	Collect locations of trees, including height and spread	Lane Mile 1	\$51.00					0
15	Collect bike lane locations, including width, length, and associated signage and striping.	Linear Feet	\$1.00					0
16	Utilize Ground Penetrating Radar for relocating utilities (for maintenance plans).	Linear Feet	(see below)					0
17	Collect data on location and surface condition of bridge approaches	Each	\$3.90					0
18	Collect information on bridge deck condition	Each	\$3.90					0
19	Perform Parking Lot Pavement Condition Assessment (Thru-Travel Lanes) w/ Inventory, Attribute, & Geodatabase Development	Square Yard	(see below)					0
20 (a-v) below	Right of Way Assets Database Development (GPS & Camera Configuration):							
Service Category #3: Pavement Management Analysis						A	B	C=AxB
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
			Unit Base (\$)	Cost	Unit Cost (\$) 201-700 Lane Miles			
21	Calculate the International Roughness Index (IRI) for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$1.00	546	\$1.00	\$546.00
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$15.00	546	\$15.00	\$8,190.00
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$2,000.00		\$1.00	546	\$1.00	\$2,546.00
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant	\$4,500.00		\$1.00	546	\$1.00	\$5,046.00
25	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,000.00		\$1.00	546	\$1.00	\$3,546.00
26	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed.	Each Participant	\$1,500.00					0
27	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system. (20 person maximum per class)	Day	\$3,500.00					0
Service Category #4: Electronic Products						A	B	C=AxB
Activity #	Activity Description	Unit	Provide Price Per Tiered Group			Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
			Unit Base (\$)	Cost	Unit Cost (\$) 201-700 Lane Miles			
28	Data QA/QC, Processing, & Formatting (Fully Automated +Field Observations, + Manual QA/QC)	Lane Mile ¹			\$25.00	546	\$25.00	\$13,650.00
29	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile ¹			\$3.00	1	\$0.00	\$0.00
30	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile ¹			\$10.00	1	\$0.00	\$0.00
31	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,500.00		\$4.00	546	\$4.00	\$5,684.00
32	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$7,000.00		\$5.00			0
33	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile	Each Participant	\$1,500.00		\$8.00	546	\$8.00	\$4,368.00
34	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). Cost	Each Participant	\$2,500.00		\$0.00			0

Service Category #7: Value Added Services						A	B	C=AxB
Activity #	Activity Description	Unit	Provide Price Per Tiered Group		Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)	
			Unit Base (\$)	Unit Cost (\$)				
35	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	\$3,500.00		1	\$3,500.00	\$3,500.00	
36	Provide consultancy services to develop linework in GIS for missing sidewalks in order to quantify and identify on a map	Hour	\$175.00				0	
37	Collect and analyze pavement structural condition w/ falling weight deflectometer (FastFWD) in accordance with industry Inform Solution for Making the Collected Image Data Available to Clients. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$5,000.00	\$160.00	240	\$160.00	\$38,400.00	
38	a. < 400 b. 400 - 800 c. 801 - 1,200 d. 1,201 - 2,400 e. 2,401 - 4,800 f. 4,801 - 9,600 g. > 9,600	Lane Mile ¹	a. \$ 2,000.00 b. \$ 4,000.00 c. \$ 6,000.00 d. \$ 8,000.00 e. \$10,000.00 f. \$14,000.00 g. \$20,000.00	\$1.20			0	
					IMS	TOTAL	\$152,404.00	
Project Contingency Services								
C-39	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected	Day	\$3,500.00		3	\$7,500.00	\$0.00	
C-40	Council Presentation Virtual Preparation Support	Lump Sum	\$2,500.00		1	\$2,500.00	\$0.00	
C-41	Project Presentation- Firm shall prepare and present a written project report summarizing the work performed, dates of collection, methodology, and results to the Participant's legislative body.	Each Participant	\$3,500.00		1	\$3,500.00	\$0.00	
1 Lane mile is to be defined as a mile traveled as								
1. A single pass on alleyways								
2. A centered single pass on residential streets								
3. Includes the outside lane in each direction for collectors and arterials (2 total).								
** The awarded Contractor(s) shall provide all necessary field inspectors, vehicles, tools, equipment, traffic control and other services required to perform this work. No engineering services are available under this contact. Any activities that Participant and/or Contractor deem to require the service(s) of an engineer must be procured separately and are the sole responsibility of that party."								

Assumptions

- Test miles are calculated based on the number of centerline miles and whether they will require one pass collection, or two pass collection based the number of lanes. We have assumed 2-pass collection for all arterial, collector, and one pass for local roadways.
- Prior to kickoff meeting, agency will provide IMS with:
 - Primary POC, secondary POC and other stakeholder contact information.
 - Preliminary centerline GIS (i.e., geodatabase).
- Data collection relies heavily on up to date and topologically sound GIS centerline information.
- Pavement data collection is dependent on the agency's approval of the GIS maps representing the street inventory to be surveyed.
- Pavement data collection is weather dependent and assumes one mobilization to the area. Data cannot be collected if the pavement is wet or if the temperatures are below 32 F or above 95 F.
- Agency will actively participate in submission review and provide comments within a period of time that the agency and IMS will agree to during the kickoff meeting. The current proposed schedule assumes a two-week review period for draft deliverable submissions.

Additional Value-Added Services

On the following page, the table presents additional services that the IMS Team can provide for this project. We have performed these services for agencies across the United States to assist them in better managing their pavement, sidewalk, and asset inventories.

Service Category #7: Value Added Services						
42	Full Stand-Alone Pedestrian Network (Sidewalks, Obstructions, Ramps) Condition Assessment Using Sidewalk Surface Tester &	Lane Mile ¹	\$42,500.00	\$450.00		0
43	Barrier-Free Curb Ramp Survey Using LIDAR. Deliverables Include Ramp Measurements in Tabular & GIS Formats. Cost includes	Lane Mile ¹	\$32,500.00	\$100.00		0
44	Stand-alone field operation for collection of asset inventory development only with Mobile LIDAR - Pricing will Vary Depending on Level of Accuracy Required.	**				0
45	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in	Lane Mile ¹	\$11,875.00	\$110.00		0
46	Utilize Ground Penetrating Radar for Relocating Utilities (for maintenance plans)	Linear Foot	\$11,875.00	\$20.00		0
47	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated roadways (incl. traffic control) ² Cost includes base cost plus lane mile unit cost.	**				0
48	Collect and analyze pavement surface condition information through the use of Friction Testing in accordance with industry	Lane Mile ¹	\$4,500.00	\$147.00		0
49	Parking Lots Condition Assessment to include ASTM D6433 PCI scores; excludes analysis.	Square Yard	\$12,500.00	\$0.20		0
50 (a-v, below)	Right of Way Assets Data Collection (by per lane/ survey mile): Assumes 3 Attributes per Asset					
50a	Sign & Support Database Development	Lane Mile ¹		\$68.00		0
50b	Markings & Striping Database Development	Lane Mile ¹		\$43.40		0
50c	Traffic Signals/ Flashers and Controllers Database Development	Lane Mile ¹		\$20.40		0
50d	Street Lights Database Development	Lane Mile ¹		\$40.80		0
50e	Drop Inlets Database Development	Lane Mile ¹		\$17.00		0
50f	Driveways Database Development	Lane Mile ¹		\$17.00		0
50g	Bridges Database Development	Lane Mile ¹		\$20.40		0
50h	Speed Humps Database Development	Lane Mile ¹		\$20.40		0
50i	Street Furniture Database Development	Lane Mile ¹		\$20.40		0
50j	Cattle Guards Database Development	Lane Mile ¹		\$17.60		0
50k	Guardrails & Roadside Pedestrian Fence Database Development	Lane Mile ¹		\$17.60		0
50l	Culverts and Ditches Database Development	Lane Mile ¹		\$17.60		0
50m	Cabinets Database Development	Lane Mile ¹		\$17.60		0
50n	Utility Poles Database Development	Lane Mile ¹		\$40.80		0
50o	Fire Hydrant Database Development	Lane Mile ¹		\$17.60		0
50p	Medians Database Development	Lane Mile ¹		\$17.60		0
50q	Valves Database Development	Lane Mile ¹		\$27.20		0
50r	Manhole Covers Database Development	Lane Mile ¹		\$17.60		0
50s	Trees Database Development	Lane Mile ¹		\$51.00		0
50t	Catch Basins/ Drainage Inlets from Master Drainage Plan Database Development	Lane Mile ¹		\$17.60		0
50u	Sidewalk Database Development	Lane Mile ¹		\$17.60		0
50v	Curb & Gutter Database Development	Lane Mile ¹		\$17.60		0
51	ROW Assets - Additional Attributes for Any Selected Asset "per Each"	Lane Mile ¹		\$0.50		0

Thank you for your continued interest in working with the IMS team. We value developing and maintaining long-term partnerships with our clients. We will strive to become an asset and extension of the City of Fayetteville staff and team. If any questions arise, please do not hesitate to contact me at (480) 980-6547 or nmessick@imsanalysis.com.

Best regards,

IMS Infrastructure Management Services, LP

Nick Messick
Client Services Manager

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and the CITY OF FAYETTEVILLE, ARKANSAS, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 113 W. Mountain Street, Fayetteville, AR 72701.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services (“Products” or “Services”) through the **TXShare** Program. Participants will access the Program through **www.TXShare.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TXShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments

TXShare

616 Six Flags Drive, Arlington, TX 76011

City of Fayetteville

Name of Participating Agency

NCTCOG Executive Director or Designee

113 W. Mountain St.

Mailing Address

Signature of Executive Director or Designee

Fayetteville

City

AR

State

72701

Zip

Date

Lioneld Jordan, Mayor

Name and Title of Authorized Official or Designee

Signature

Date



**MASTER SERVICES AGREEMENT #2022-063
Pavement Analysis and Related Services**

THIS MASTER SERVICES AGREEMENT (“Agreement”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments (“NCTCOG”)**, a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

IMS Infrastructure Management Services, LP. (“Contractor”)
8380 South Kyrene Road, Suite 101
Tempe, AZ 85284

**ARTICLE I
RETENTION OF THE CONTRACTOR**

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Pavement Analysis and Related Services** (hereinafter, “Services”) to governmental entities participating in the Texas SHARE program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2022-063 (hereinafter, “RFP”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its TXSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2022-063

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on May 5, 2024 (the “**Term**”), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG’s sole discretion, for up to four (4) additional one (1) year terms through November 30, 2028.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days’ prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor’s responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: Texas SHARE
PO Box 5888
Arlington, TX 76005-5888
Email: TexasSHARE@nctcog.org

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

REPRESENTATION AND WARRANTIES**7.1 Representations and Warranties.** Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII**CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications

NCTCOG may develop, and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Craigan Johnson
(817) 695-9186
Cjohnson@nctcog.org

If to Contractor: IMS Infrastructure Management Services, LP.
Attn: Jim Tourek
8380 South Kyrene Road, Suite 101
Tempe, AZ 85284
(480) 462 - 4030
Jtourek@imsanalysis.com

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 2.0 **Right to Terminate.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X**ADDITIONAL REQUIREMENTS**

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation

(USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Intentionality to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

NO MEMBER OF THE NCTCOG RECEIVES compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 Domestic Preference

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

IMS Infrastructure Management Services, LP


Kurt A. Keifer
cn=Kurt A. Keifer, c=US, o=IMS
Infrastructure Management
Services, LP, email=kkeifer@
imsanalysis.com
2023.05.04 09:34:26 -0700

5/4/2023

Signature

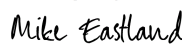
Date

Kurt Keifer

Printed Name

North Central Texas Council of Governments

DocuSigned by:



5/22/2023

A4E72C1BEF0E426

Signature

Date

Michael Eastland
Executive Director

PENDIX A

Statement of Work

The Contractor shall provide or implement one or more of the following Contract Items for Pavement Analysis and Related Services for existing SHARE Member Entities.

The following selection of anticipated tasks is **not all-encompassing**, and additional Pavement Analysis and Related Services tasks may be requested by SHARE Members; if desired.

The following categories of pavement analysis services comprise the essential elements of the contracted services available under this Agreement:

- Pavement Data Collection
- Asset Inventory
- Pavement Management Analysis
- Electronic Products
- Pavement Structural Analysis
- GIS Related Services
- Value Added Services

Contract Item #1 Pavement Data Collection:

1. Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.
2. Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.
3. Provide a customized digital condition rating system to collect user defined severity/extent-based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data.
4. Collect dual-wheel path roughness data to International Roughness Index standards.
5. Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking
6. Perform friction testing
7. Measure lane striping reflectivity quality

Contract Item #2 Asset Inventory:

8. Collect sidewalk data to include location, length, width, location in relation to curb and if greenspaces exist between curb and sidewalk, and sidewalk condition to create shapefiles (.shp) for incorporation into the Participant's GIS system, if applicable.
9. Collect sidewalk Barrier Free Ramp data to include location, configuration, presence of

utilized to detect and detectable warning feature, and condition and create shapefiles (.shp) for incorporation into the Participant's GIS system, if applicable.

10. Collect roadway sign data to include type and location and create shapefiles (.shp) for incorporation into the Participant's GIS system, if applicable.
11. Collect photos of Barrier Free Ramps, sidewalks, curb condition, drive approach, and/or roadway signs inventoried under items 8, 9, and 10 above.
12. Collect location of curb and gutter and create shapefiles (.shp) for incorporation into the Participant's GIS system, if applicable.
13. Collect location and type of visible in-pavement features such as valves, manhole covers, etc. and create shapefiles (.shp) for incorporation into the Participant's GIS system, if applicable.
14. Collect locations of trees, including height and spread
15. Collect bike lane locations, including width, length, and associated signage and striping.
16. Utilize Ground Penetrating Radar for relocating utilities (for maintenance plans).
17. Collect data on location and surface condition of bridge approaches
18. Collect information on bridge deck condition
19. Perform Parking Lot Pavement Condition Assessment (Thru-Travel Lanes) w/ Inventory, Attribute, & Geodatabase Development
20. Right of Way Assets Database Development (GPS & Camera Configuration):
 - a. Sign & Support Database Development
 - b. Markings & Striping Database Development
 - c. Traffic Signals/ Flashers. Controllers Database Development
 - d. Street Lights Database Development
 - e. Drop Inlets Database Development
 - f. Drivepads Database Development
 - g. Bridges Database Development
 - h. Speed Humps Database Development
 - i. Street Furniture Database Development
 - j. Cattle Guards Database Development
 - k. Guardrails & Roadside Pedestrian Fence Database Development
 - l. Culverts and Ditches
 - m. Cabinets
 - n. Utility Poles
 - o. Fire Hydrant
 - p. Medians Database
 - q. Valves
 - r. Manhole Covers
 - s. Trees
 - t. Catch Basins/ Drainage Inlets from Master Drainage Plan
 - u. Sidewalk Database Development
 - v. Curb & Gutter Database Development

Contract Item #3 Pavement Management Analysis:

21. Calculate the International Roughness Index (IRI) for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.

22. Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable.
23. With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable.
24. Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels.
25. Create a five-year and ten-year pavement rehabilitation plan with input from Participant's staff.
26. Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed.
27. Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system.

Contract Item #4 Electronic Products:

28. Roadway information that shall be collected and provided to the Participant at a minimum includes:
 - a. Street Name
 - b. Endpoint One, Endpoint Two, and Segment ID
 - c. Segment Length and Pavement Width
 - d. Inventory Date
 - e. Pavement Type
 - f. Segment Functional Classification
 - g. Pavement condition scored depending on the requirements of local government Participant(s) (Example: Pavement condition scored as one of the MicroPaver 19 surface distress codes with corresponding unit of measure scored every 100 feet longitudinally)
 - h. Pavement performance information that includes rutting, fatigue cracking, transverse cracking, and longitudinal cracking
 - i. Pavement age (if necessary to develop pavement life curves)
29. Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).
30. Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation.

31. Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable.
32. Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable.
33. Asset management tools or systems (not just collection) (i.e. 15-year plan about how to fix or repair assets).

Contract Item #5 Pavement Structural Analysis:

34. Collect and analyze pavement structural condition information through the use of a falling weight deflectometer in accordance with industry standards on designated participant-owned roadways.
35. Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways.
36. Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated participant-owned roadways (traffic control included).

Contract Item #6 GIS Related Services:

37. GIS Clean-Up Services
38. GIS Support Services
39. GIS Remote Training Sessions from GIS Manager/ Expert (2-Hour Sessions)

Contract Item #7 Value Added Services:

40. Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.
41. Project Presentation- Firm shall prepare and present a written project report summarizing the work performed, dates of collection, methodology, and results to the Participant's legislative body.
42. Provide Curb Ramp and ADA/Barrier Free Ramp Compliance Survey.
43. Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions.
 - a. Photogrammetry
 - b. Mobile Lidar
44. Generic asset types, allowing for any item within line of sight of the collection vehicle.
 - a. Above ground point asset
 - b. Above ground linear asset
 - c. At grade point asset

45. Provide consultancy services to develop linework in GIS for missing sidewalks in order to quantify and identify on a map.

The awarded Contractor(s) shall provide all necessary field inspectors, vehicles, tools, equipment, traffic control and other services required to perform this work. No engineering services are available under this contact. Any activities that Participant and/or Contractor deem to require the service(s) of an engineer must be procured separately and are the sole responsibility of that party.

Pricing for Txshare Cooperative Purchase Program Participants

For Pavement Analysis and Related Services, Contractor shall quote participating SHARE Entities the rates and/or discount required for a custom implementation of the services specified by the RFP. Contractor's proposed rates for related Pavement Analysis and Related Services are found below.

Category #	Description	Yes	No	Proposed % Discount
1	Pavement Data Collection	X		_____0_____%
2	Asset Inventory Management	X		_____0_____%
3	Pavement Management Analysis	X		_____0_____%
4	Electronic Products	X		_____0_____%
5	Pavement Structural Evaluations	X		_____0_____%
6	GIS Related Services	X		_____0_____%
7	Value Added Services	X		_____0_____%

RFP 2022-063 Pavement Analysis and Related Services									
Attachment A (per Exhibit D) - Pricing Proposal Form									
Proposed prices shall include all field inspectors, vehicles, tools, equipment, traffic control, contractor maintenance, and customer service support necessary to provide the desired services.									
Respondents must not include mobilization fees in their pricing and may not include them in any contract(s) that result from this RFP.									
If a respondent elects to submit a percentage discount off their catalog pricing for any or all of their services, the corresponding price for each numbered activity listed in Attachment A must account for the proposed discount listed in Exhibit C.									
If you are not proposing a percentage discount, please use your established list price for each for each numbered pavement analysis and related services activity.									
[Example: If your catalog price is \$100 per unit, and you indicate a 5% discount from catalog pricing in Exhibit C, your pricing form in Attachment A should reflect a unit price of \$95.									
Conversely, if your catalog price is \$100 per unit, and you indicate a 0% discount or N/A in Exhibit C, your pricing form in Attachment A should reflect a unit price of \$100.]									
Service Category #1: Pavement Data Collection									
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				A	B	C=AxB
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile ²		\$140.00	\$115.00	\$100.00			0
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile ²		\$1.00	\$1.00	\$1.00			0
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	\$2,500.00						0
4	Collect dual-wheel path roughness data to international Roughness Index standards.	Lane Mile ²		\$1.00	\$1.00	\$1.00			0
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile ²		\$1.00	\$1.00	\$1.00			0
6	Perform friction testing	Lane Mile ²	See IMS Value Added Item 56 below	See IMS Value Added Item 56 below	See IMS Value Added Item 56 below	See IMS Value Added Item 56 below			0
7	Measure lane striping reflectivity quality	Lane Mile ²		\$50.00	\$50.00	\$50.00			0
Service Category #2: Asset Inventory									
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				A	B	C=AxB
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
8	Collect sidewalk data to include location, length, width, location in relation to curb and if greenspaces exist between curb and sidewalk, and sidewalk condition to create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Lane Mile ²		\$27.60	\$27.60	\$27.60			0
9	Collect sidewalk Barrier Free Ramp data to include location, configuration, presence of truncated domes or other detectable warning feature, and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Lane Mile 1	\$25.60						0
10	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile 1	\$40.80						0
11	Collect photos of Barrier Free Ramps, sidewalks, curb condition, drive approach, and/or roadway signs inventoried under items 8, 9, and 10 above.	Lane Mile 1	\$1.00						0
12	Collect location of curb and gutter and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Linear Feet	\$1.00						0
13	Collect location and type of visible in-pavement features such as valves, manhole covers, etc. and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile 1	\$27.20						0
14	Collect locations of trees, including height and spread	Lane Mile 1	\$51.00						0
15	Collect bike lane locations, including width, length, and associated signage and striping.	Linear Feet	\$1.00						0
16	Utilize Ground Penetrating Radar for relocating utilities (for maintenance plans).	Linear Feet	See IMS Value Added Item 54 below						0
17	Collect data on location and surface condition of bridge approaches	Each	\$3.90						0
18	Collect information on bridge deck condition	Each	\$3.90						0
19	Perform Parking Lot Pavement Condition Assessment (Thru-Travel Lanes) w/ Inventory, Attribute, & Geodatabase Development	Square Yard	See IMS Value Added Item 57 below						0
20 (a-v) below:	Right of Way Assets Database Development (GPS & Camera Configuration):								
20a	Sign & Support Database Development	Each	\$1.70						0
20b	Markings & Striping Database Development	Each	\$3.90						0
20c	Traffic Signals/ Flashers and Controllers Database Development	Each	\$1.70						0
20d	Street Lights Database Development	Each	\$1.70						0
20e	Drop Inlets Database Development	Each	\$1.70						0
20f	Drive pads Database Development	Each	\$1.70						0
20g	Bridges Database Development	Each	\$2.20						0
20h	Speed Humps Database Development	Each	\$1.70						0
20i	Street Furniture Database Development	Each	\$1.70						0
20j	Cattle Guards Database Development	Each	\$1.70						0
20k	Guardrails & Roadside Pedestrian Fence Database Development	Each	\$2.20						0
20l	Culverts and Ditches Database Development	Each	\$1.70						0
20m	Cabinets Database Development	Each	\$1.70						0

20n	Utility Poles Database Development	Each	\$1.70						0	
20o	Fire Hydrant Database Development	Each	\$1.70						0	
20p	Medians Database Development	Each	\$1.70						0	
20q	Valves Database Development	Each	\$1.70						0	
20r	Manhole Cover's Database Development	Each	\$1.70						0	
20s	Trees Database Development	Each	\$1.70						0	
20t	Catch Basins/ Drainage Inlets from Master Drainage Plan Database Development	Each	\$2.20						0	
20u	Sidewalk Database Development	Each	\$2.20						0	
20v	Curb & Gutter Database Development	Each	\$2.20						0	
Service Category #3: Pavement Management Analysis										
			Provide Price Per Tiered Group				A	B	C=AxB	
Activity #	Activity Description	Unit	Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)	
21	Calculate the International Roughness Index (IRI)for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹		\$1.00	\$1.00	\$1.00			0	
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹		\$20.00	\$15.00	\$12.00			0	
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$2,000.00	\$0.00	\$1.00	\$1.00			0	
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition level Cost includes base cost plus lane mile unit cost.	Each Participant	\$4,500.00	\$0.00	\$1.50	\$2.00			0	
25	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,000.00	\$0.00	\$1.50	\$2.00			0	
26	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed.	Each Participant	\$1,500.00						0	
27	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system (20 person maximum per class)	Day	\$3,500.00						0	
Service Category #4: Electronic Products										
			Provide Price Per Tiered Group				A	B	C=AxB	
Activity #	Activity Description	Unit	Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)	
28	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile ¹		\$5.00	\$3.00	\$2.00			0	
29	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile ¹		\$5.00	\$5.00	\$5.00			0	
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,500.00	\$5.00	\$4.00	\$3.00			0	
31	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable Cost includes base cost plus lane mile unit cost.	Each Participant	\$7,000.00	\$0.00	\$5.00	\$5.00			0	
32	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$1,500.00	\$10.00	\$8.00	\$5.00			0	
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets) Cost includes base cost plus lane mile unit cost.	Each Participant	\$2,500.00	\$0.00	\$0.00	\$0.00			0	
Service Category #5: Pavement Structural Analysis										
			Provide Price Per Tiered Group				A	B	C=AxB	
Activity #	Activity Description	Unit	Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)	
34	Collect and analyze pavement structural condition information through the use of a falling weight deflectometer in accordance with industry standards on designated participant-owned roadways.	**							0	
35	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways.	**							0	
36	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated participant-owned roadways (traffic control included) ⁷	**							0	
Service Category #6: GIS Related Services										
			Provide Price Per Tiered Group				A	B	C=AxB	
Activity #	Activity Description	Unit	Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)	
37	GIS Clean-Up Services	Each Participant	\$170 per Hour						0	
38	GIS Support Services	Each Participant	\$170 per Hour						0	
39	GIS Remote Training Sessions from IMS GIS Manager/ Expert (2-Hour Sessions)	Each Participant	\$170 per Hour						0	

Service Category #7: Value Added Services									
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				A	B	C=AxB
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
40	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	\$3,500.00						0
41	Project Presentation- Firm shall prepare and present a written project report summarizing the work performed, dates of collection, methodology, and results to the Participant's legislative body.	Each Participant	\$3,500.00						0
42	Provide Curb Ramp and ADA/Barrier Free Ramp Compliance Survey	Each Participant	See IMS Value Added Item 48 below						0
43	Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions. Cost includes base cost plus lane mile unit cost. a.Photogrammetry b.Mobile Lidar	Lane Mile ¹	a. \$7,500.00 b. (See IMS Value Added Item 49 below)	a. \$100.00 b. (See IMS Value Added Item 49 below)	a. \$ 90.00 b. (See IMS Value Added Item 49 below)	a. \$ 80.00 b. (See IMS Value Added Item 49 below)			0
44	Generic asset types, allowing for any item within line of sight of the collection vehicle. Asset types include items a. through d. in Exhibit B. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$1,500.00	(See IMS Value Added Items 50a-v Pricing below)	(See IMS Value Added Items 50a-v Pricing below)	(See IMS Value Added Items 50a-v Pricing below)			0
45	Provide consultancy services to develop linework in GIS for missing sidewalks in order to quantify and identify on a map	Hour	\$170.00						0
TOTAL									0

¹ Lane mile is to be defined as a mile traveled as
1. A single pass on alleyways
2. A centered single pass on residential streets
3. Includes the outside lane in each direction for collectors and arterials (2 total).

²Spacing for pavement cores to be negotiated with each participant.
** The awarded Contractor(s) shall provide all necessary field inspectors, vehicles, tools, equipment, traffic control and other services required to perform this work. No engineering services are available under this contact. Any activities that Participant and/or Contractor deem to require the service(s) of an engineer must be procured separately and are the sole responsibility of that party."

Additional IMS Value Added Services									
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				A	B	C=AxB
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
46	Enhanced Pavement Data QA/QC, Processing, & Formatting (Fully Automated + Additional Field Observations + Manual QA/QC)	Lane Mile ¹		\$20.00	\$20.00	\$20.00			0
47	Full Stand-Alone Pedestrian Network (Sidewalks, Obstructions, Ramps) Condition Assessment Using Sidewalk Surface Tester (SST) and Lidar. Deliverables Include Sidewalk Distresses & Ramp Measurements in Tabular & GIS Formats. Cost includes base cost plus sidewalk mile unit cost.	Lane Mile ¹	\$42,500.00	\$450.00	\$450.00	\$450.00			0
48	Barrier-Free Curb Ramp Inventory and Survey Using Lidar. Deliverables Include Ramp Inventory, Ramp Geometric Measurements and Attributes in Tabular & GIS Formats. Cost includes base cost plus sidewalk mile unit cost.	Lane Mile ¹	\$32,500.00	\$100.00	\$100.00	\$100.00			0
49	Stand-alone field operation for collection of asset inventory development only with Mobile Lidar. Pricing will vary depending on level of positional accuracy required and asset attribution detail.	**							0
50 (a-v)	Right of Way Assets Data Collection (by per lane/ survey mile): Assumes 3 Attributes per Asset								
50a	Sign & Support Database Development	Lane Mile ¹		\$57.80	\$57.80	\$57.80			0
50b	Markings & Striping Database Development	Lane Mile ¹		\$36.89	\$36.89	\$36.89			0
50c	Traffic Signals/ Flashers and Controllers Database Development	Lane Mile ¹		\$17.34	\$17.34	\$17.34			0
50d	Street Lights Database Development	Lane Mile ¹		\$34.68	\$34.68	\$34.68			0
50e	Drop Inlets Database Development	Lane Mile ¹		\$14.45	\$14.45	\$14.45			0
50f	Drive pads Database Development	Lane Mile ¹		\$14.45	\$14.45	\$14.45			0
50g	Bridges Database Development	Lane Mile ¹		\$17.34	\$17.34	\$17.34			0
50h	Speed Humps Database Development	Lane Mile ¹		\$17.34	\$17.34	\$17.34			0
50i	Street Furniture Database Development	Lane Mile ¹		\$17.34	\$17.34	\$17.34			0
50j	Cattle Guards Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50k	Guardrails & Roadside Pedestrian Fence Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50l	Culverts and Ditches Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50m	Cabinets Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50n	Utility Poles Database Development	Lane Mile ¹		\$34.68	\$34.68	\$34.68			0
50o	Fire Hydrant Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50p	Medians Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50q	Valves Database Development	Lane Mile ¹		\$23.12	\$23.12	\$23.12			0
50r	Manhole Covers Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50s	Trees Database Development	Lane Mile ¹		\$43.35	\$43.35	\$43.35			0
50t	Catch Basins/ Drainage Inlets from Master Drainage Plan Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50u	Sidewalk Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0
50v	Curb & Gutter Database Development	Lane Mile ¹		\$14.96	\$14.96	\$14.96			0

51	ROW Assets - Additional Attributes for Any Selected Asset "per Each"	Lane Mile ¹		\$0.50	\$0.50	\$0.50			0
52	Collect and analyze pavement structural condition w/ falling weight deflectometer (FastFWD) in accordance with industry standards on designated participant-owned roadways. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$5,000.00	\$180.00	\$160.00	\$140.00			0
53	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated roadways. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$11,500.00	\$120.00	\$110.00	\$100.00			0
54	Utilize Ground Penetrating Radar forRelocating Utilities (for maintenance plans) Cost includes base cost plus lane mile unit cost.	Linear Foot	\$11,500.00	\$20.00	\$20.00	\$20.00			0
55	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated roadways (incl. traffic control) ² Cost includes base cost plus lane mile unit cost.	**							0
56	Collect and analyze pavement surface condition information through the use of Friction Testing in accordance with industry standards on designated roadways. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$4,500.00	\$156.00	\$147.00	\$139.00			0
57	Perform Parking Lot Pavement Condition Assessment (Thru-Travel Lanes) w/ Inventory, Attribute, & Geodatabase Development Cost includes base cost plus square yard unit cost.	Square Yard	\$12,500.00	\$0.20	\$0.20	\$0.20			0
58	Inform(tm) Solution for Making the Collected Image Data Available to Clients. Cost includes <u>annual</u> hosting cost plus lane mile unit cost per network lane mile quantities below (a - g). a. < 400 lane miles b. 400 - 800 c. 801 - 1,200 d. 1,201 - 2,400 e. 2,401 - 4,800 f. 4,801 - 9,600 g. > 9,600	(See notes to left.) Lane Mile ¹	a. \$2,000.00 b. \$4,000.00 c. \$6,000.00 d. \$8,000.00 e. \$10,000.00 f. \$14,000.00 g. \$20,000.00	\$0.00	\$0.00	\$0.00			0
				TOTAL					0

PENDIX A.2 **Service Area Designation Forms**

RFP 2022-063	Texas Service Area Designation or Identification				
Proposer Name:	IMS Infrastructure Management Services, LP				
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas				
	Will service the entire State of Texas	Will not service the entire State of Texas			
	YES				
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.				
Item	Region	Metropolitan Statistical Areas	Designated Service Area		
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area			
2.	High Plains	Amarillo Lubbock			
3.	Northwest	Abilene Wichita Falls			
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler			
5.	Southeast	Beaumont-Port Arthur			
6.	Gulf Coast	Houston-The Woodlands-Sugar Land			
7.	Central Texas	College Station-Bryan Killeen-Temple Waco			
8.	Capital Texas	Austin-Round Rock			
9.	Alamo	San Antonio-New Braunfels Victoria			
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission			
11.	West Texas	Midland Odessa San Angelo			
12.	Upper Rio Grande	El Paso			

RFP 2022-003

Nationwide Service Area Designation or Identification Form

Proposer Name:	IMS Infrastructure Management Services, LP.		
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all Fifty (50) States	Will not service Fifty (50) States	
	YES		
	If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.		
Item	State	Region/MSA/City	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

APPENDIX B
DEBARMENT CERTIFICATION

KURT A. KEIFER being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP, nor its principals
(Name of lower tier participant)
are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

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

EXCEPTIONS:


Signature of Certifying Official
PRESIDENT
Title
5/15/2023
Date of Certification

Form 1734
Rev.10-91
TPFS

APPENDIX C

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

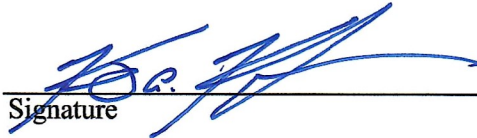
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

PRESIDENT
Title

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP
Agency

5/15/2023
Date

APPENDIX D

ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

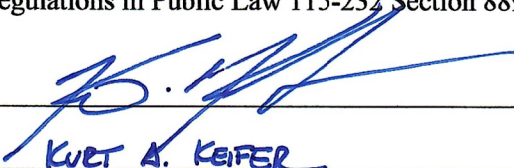
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:


 KURT A. KEIFER
 IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP
 5/15/2023

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
- I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

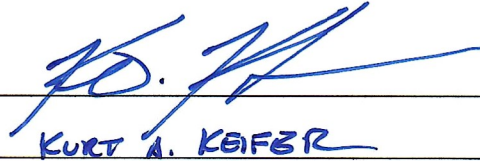
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:


KURT A. KEIFER

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP
5/15/2025

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

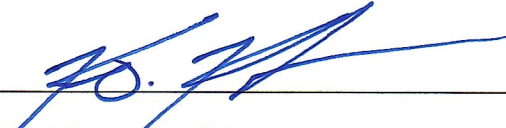
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



 KURT A. KIEFER

 IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLP

 5/15/2023

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

DATE:

SUBJECT: 2023 Community Policing Development Crisis Intervention Team Grant Award

RECOMMENDATION:

Staff recommends a resolution authorizing the acceptance of the non-matching 2023 Community Policing Development Crisis Intervention Team (CIT) grant award from the U.S. Department of Justice (DOJ) in the amount of \$400,000; approving an increase in police staffing by two (2) non-uniformed FTEs; and approving a budget adjustment recognizing the grant revenues and expenses.

BACKGROUND:

The U.S. DOJ, Office of Community Oriented Policing Services has announced the 2023 CIT grant awards. This is the second time the Fayetteville Police Department has been awarded this grant. The Fayetteville Police Department used 2021 CIT grant funds to hire two full-time Social Services Advocates (SSA) who work in conjunction with uniformed officers. The DOJ is allocating the 2023 CIT grant funds to expand the use of SSAs to embed mental and behavioral health services with law enforcement. These positions identify citizens needing assistance or referrals for individuals in the following areas: mental health, substance abuse, housing and domestic abuse. The 2023 CIT grant award is a 2-year grant administered through the City's Project Accounting System.

DISCUSSION:

The Fayetteville Police Department proposes using 2023 CIT grant funds to expand our Crisis Intervention Response Team by two SSAs who will work with Crisis Intervention Team trained officers. These advocates identify citizens needing assistance or referrals in the following areas: mental health, substance abuse, specifically the opioid epidemic, housing, and domestic abuse to those in crisis. Advocates focus on social determinants of health, including, but not limited to, housing, legal, money, social support, transportation, employment, education, food, goods, and health. With this grant award, two additional sworn officers will be requested in the 2025 operating budget and added to the Crisis Intervention Team to be paired with the SSAs. The 2023 CIT grant expenditures include salaries and overtime costs for the SSAs, equipment, and travel and training. Please see attached program abstract, program narrative, and budget narrative for details.

BUDGET/STAFF IMPACT:

This grant does not require matching funds. Budget adjustment for these grant funds in the amount of \$400,000 will cover the salary and fringe benefits for two (2) SSAs, training, equipment, and supplies. Acceptance of this grant increases staffing by two (2) non-uniformed FTEs. An additional increase of two (2) uniformed FTEs will be requested in the 2025 operating budget.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), BA (#4), Award_Package_FAW-180410 (#5), Abstract (#6), Program Narrative (#7), FY23 CPD-CIT Budget narrative (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1282

2023 Community Policing Development Crisis Intervention Team Grant Award

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2023 COMMUNITY POLICING DEVELOPMENT CRISIS INTERVENTION TEAM GRANT FROM THE U.S. DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$400,000.00, TO APPROVE THE ADDITION OF 2.0 FULL TIME EQUIVALENT NON-UNIFORMED POSITIONS TO THE POLICE DEPARTMENT TO HIRE ADDITIONAL SOCIAL WORKERS FOR THE CRISIS INTERVENTION TEAM, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in 2021, the U.S. Department of Justice, Office of Community Oriented Policing Services awarded the City of Fayetteville a Community Policing Development Crisis Intervention Team Grant in the amount of \$250,000.00 which fully funded two social worker positions and two uniformed officers for two years; and

WHEREAS, because of the success of the CIT program, the Fayetteville Police Department applied for and was awarded a 2023 U.S. Department of Justice grant to support the hiring of two additional social workers.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2023 Community Policing Development Crisis Intervention Team Grant from the U.S. Department of Justice in the amount of \$400,000.00, which will be used to pay the salaries and benefits of two additional full time social workers to work with the Police Department, and further authorizes Mayor Jordan to execute the grant agreement and any other documents necessary to receive the funds.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the addition of 2.0 full time equivalent positions to the Police Department to hire two social workers who will work with the Crisis Intervention Team to identify and work with residents in need of services.

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

City of Fayetteville Staff Review Form

2023-1282

Item ID

12/5/2023

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

Mike Reynolds

11/17/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution authorizing the acceptance of the non-matching 2023 Community Policing Development (CPD) Crisis Intervention Team (CIT) grant from the U.S. Department of Justice in the amount of \$400,000; approving an increase in police staffing by two (2) non-uniformed FTEs; and approving a budget adjustment recognizing the grant revenues and expenses.

Budget Impact:

1010.200.2920-various

General

Account Number

Fund

32104.2023

Police CPD Grant - 2023 AR CIT Grant

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 400,000.00

Remaining Budget

\$ 400,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	POLICE (200)	
	Requestor: Willie Newman	

Recognize and establish revenue and expense budgets for the 2023 Community Policing Development Crisis Intervention Team grant award.

COUNCIL DATE:	12/5/2023
ITEM ID#:	2023-1282
Holly Black	
11/16/2023 9:07 AM	
Budget Division	Date
D - (City Council)	
TYPE:	
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF FAYETTEVILLE 100 W ROCK ST
City, State and Zip:	FAYETTEVILLE, AR 72701
Recipient UEI:	ZGAZNS4HKFY3
Project Title: FY23 City Of Fayetteville , AR CIT Grant	Award Number: 15JCOPS-23-GG-01793-PPSE
Solicitation Title: FY23 Implementing Crisis Intervention Teams- Community Policing Development Solicitation	
Federal Award Amount: \$400,000.00	Federal Award Date: 11/2/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25
Project Description: Implementation of Mobile Crisis Response units to enhance community safety through direct response to subjects in crisis, providing a diversion from criminal justice and community-based supportive resources focusing on social determinants of health. This program will focus on community partnerships specifically with mental health care and crisis response partners, reduction of police officer time and resources, collection of data, diversion from the criminal justice system for those in crisis, reduction of fear and criminalization surrounding opioid overdose, and increase of rural community communications and capabilities through grassroots efforts, training, and cooperation. The program will embed Social Services Advocates and specialized crisis intervention officers as a primary response to community members in crisis. The advocates will provide real-time services to those in crisis, offering a peaceful resolution with fruitful outcomes for those community members facing crisis.	

Award Letter

November 2, 2023

Dear Mike Reynolds,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF FAYETTEVILLE for an award under the funding opportunity entitled 2023 FY23 Implementing Crisis Intervention Teams- Community Policing Development Solicitation. The approved award amount is \$400,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
FAYETTEVILLE, CITY OF

UEI
ZGAZNS4HKFY3

ORI Number

Street 1
100 W ROCK ST

Street 2

City
FAYETTEVILLE

State/U.S. Territory
Arkansas

Zip/Postal Code
72701

Country
United States

County/Parish

Province

Award Details

Federal Award Date
11/2/23

Award Type
Initial

Award Number
15JCOPS-23-GG-01793-PPSE

Supplement Number
00

Federal Award Amount
\$400,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants
Statutory Authority	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq	
[] <i>I have read and understand the information presented in this section of the Federal Award Instrument.</i>	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title	Awarding Agency
2023 FY23 Implementing Crisis Intervention Teams-Community Policing Development Solicitation	COPS
Application Number	
GRANT13831141	
Grant Manager Name	
NICOLE PRUSS	
Phone Number	
202-616-0096	
E-mail Address	
Nicole.Pruss2@usdoj.gov	
Project Title	
FY23 City Of Fayetteville , AR CIT Grant	
Performance Period Start Date	
10/01/2023	Performance Period End Date
	09/30/2025
Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2025
Project Description	
Implementation of Mobile Crisis Response units to enhance community safety through direct response to subjects in crisis, providing a diversion from criminal justice and community-based supportive resources focusing on social determinants of health. This program will focus on community partnerships specifically with mental health care and crisis response partners, reduction of police officer time and resources, collection of data, diversion from the criminal justice system for those in crisis, reduction of fear and criminalization surrounding opioid overdose, and increase of rural	

community communications and capabilities through grassroots efforts, training, and cooperation. The program will embed Social Services Advocates and specialized crisis intervention officers as a primary response to community members in crisis. The advocates will provide real-time services to those in crisis, offering a peaceful resolution with fruitful outcomes for those community members facing crisis.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/20/23 11:56 AM

Comments				
No items				
Budget Category	Proposed Change Budget		Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$319,248	\$0	\$319,248	
Travel:	\$41,000	\$0	\$41,000	
Equipment:	\$37,225	\$0	\$37,225	
Supplies:	\$2,527	\$0	\$2,527	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$400,000	\$0	\$400,000	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$400,000	\$0	\$400,000	
Federal Funds:	\$400,000	\$0	\$400,000	100.00%

Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
 - a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports

filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.

(3) When the recipient agrees to the termination and termination conditions.

(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(5) Pursuant to any other termination provisions included in the award.

2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review

throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner’s Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil

Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the

Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law

enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

25

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

26

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

28

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

29

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

30

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any

covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

34

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent

information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/11/23 11:58 AM

Authorized Representative

Abstract

MOVING towards the future: Implementation of Mobile Crisis Response units to enhance community safety through direct response to subjects in crisis, providing a diversion from criminal justice and community-based supportive resources focusing on social determinants of health. This program will focus on community partnerships specifically with mental health care and crisis response partners, reduction of police officer time and resources, collection of data, diversion from the criminal justice system for those in crisis, reduction of fear and criminalization surrounding opioid overdose, and increase of rural community communications and capabilities through grassroots efforts, training, and cooperation. The program will embed Social Services Advocates and specialized crisis intervention officers as a primary response to community members in crisis. The advocates will provide real-time services to those in crisis, offering a peaceful resolution with fruitful outcomes for those community members facing crisis. Our key partners in ensuring a safe, vibrant community are the City of Fayetteville, the University of Arkansas, Black Action Collective, Northwest Arkansas Continuum of Care, Northwest Arkansas NAACP, Ozark Guidance Center, Seven Hills Homeless Shelter, Northwest Medical Center for Behavioral Health, Hark of Northwest Arkansas, and the Northwest Arkansas Crisis Stabilization Unit.

Problem Identification and Project Description

1) Describe how this CIT project will fulfill a specific public safety need.

In 2022, Fayetteville Police Department (FPD) responded to 6,377 calls involving mental health crises, suicide threats, trespassing, loitering, and welfare concerns. In 2021, FPD created the Crisis Intervention Response Team (CIRT), which created a multi-disciplinary team of officers and social workers who would co-respond to individuals in need of support services during crisis situations. Since 2021, over 900 referrals to the program have been generated, which has limited the scope of CIRT to conducting follow-ups with clients after the initial crisis. Funding would allow the creation of the Mobile Crisis Response (MCR) unit, which would remove a significant burden from the Patrol Division as the call types involving individuals in crisis are frequent and typically require two officers to be dispatched. The MCR program would decrease patrol officers' allocated time on crisis calls. The MCR, consisting of a Social Services Advocate (SSA) and Crisis Intervention Team (CIT) trained officer, will respond as a single unit. The FPD staff believes that providing individuals in crisis access to the MCR will reduce the Patrol Division's call volume, as many are frequent, high-utilizers of the Patrol Division's resources. The MCR would focus on crime response where subjects in crisis are the suspect of their own victimization; thus, through resource provision and direct action would reduce their criminal behavior. The MCR response to these call types would reduce the criminalization of these subjects who act as a result of a lack of resources rather than criminal thinking.

248 WORDS

2) How will proposed activities assist your agency in implementing or institutionalize community policing?

The FPD is a regional leader striving to provide citizens with progressive, evidence-based programs responsive to the community's needs. Since its inception, CIRT has received over 900 referrals to the program. The high volume of referrals, coupled with administrative tasks, has caused limitations on CIRT's ability to respond in real-time to calls for service. By adding two MCR teams, CIRT will be better able to showcase program value to internal and external stakeholders. Internally, CIRT will provide officers with a specialized resource for individuals in crisis, allowing officers the ability to dedicate time to customer service in areas more suited for

their skillset. CIRT will also have the capacity to increase behavioral health training for officers to facilitate awareness and empathy when dealing with the public. Externally, community buy-in will be positively impacted as the additional staffing enhances crisis response in real-time. Community policing efforts will also benefit from CIRT's increased ability to provide programmatic presentations that showcase the benefits of co-responder models to regional stakeholders.

CIRT will formalize the Northwest Arkansas Crisis Response Collective (NWACRC), forging bonds between police, emergency services, and regional hospitals. The collective will strengthen relationships with community service providers to standardize procedural measures, reporting, and data collection.

Lastly, FPD will provide CIT training for dispatchers to provide high-quality customer service and in certain cases diversion to those in crisis. This training, coupled with formalizing departmental policy as it relates to the proper allocation of resources, will foster increased trust in the community.

247 words

3) *Please explain how federal funding will enable you to create or enhance CIT efforts for your agency?*

Currently, the FPD has two CIT-trained officers and two SSAs assigned to CIRT. The demand for services has constrained CIRT from its original mission of providing services in real-time while reducing patrol officers' time interacting with individuals in crisis to primarily a secondary response. If awarded, CIRT would add two MCR teams, which would significantly enhance CIRT's capabilities by providing the capital to staff teams for direct response during the busiest call volume periods. Funding would also allow for creating of the NWACRC, a partnership between local law enforcement and mental healthcare providers, to strengthen the overall response to those in crisis. The award would also allow CIRT to build a training curriculum for its staff to enhance institutional knowledge. The FPD would continue its partnership with the University of Arkansas School of Social Work, which is currently conducting a robust quantitative and qualitative program evaluation of CIRT funded by the award for NIJ FY22: *Research and Evaluation on Policing*. By adding two MCR teams, the research team would be

one of the few higher education institutions to contribute to the national conversation surrounding fully functioning co-response models while providing empirical evidence supporting CIRT for future sustainability. Numerous agencies, specifically departments that police rural areas, are observing whether CIRT's co-response model is feasible. This award would promote evidence-based practice and the long-term sustainability of co-response models in a rural state that is typically resource sparse.

241 Words

4) **Please list specific activities or services that your agency would implement to provide if awarded**

If awarded, FPD would have the capacity to increase internal and regional training initiatives. The FPD is uniquely situated to support rural communities that do not have the instructors or facilities to host training. Courses the FPD will host include the CIT 40-hour and Integrating Communications, Assessment, and Tactics (ICAT). Furthermore, FPD will use funds to train dispatchers on CIT Support for 911 while developing departmental guidelines to route calls more efficiently and provide a crisis-focused solution from inception to conclusion.

CIRT will seek to enhance members' professional development while standardizing a curriculum specific to the team's needs, which could be replicated by other law enforcement agencies within the state. Funding would allow CIRT members to become certified as Community Health Workers (CHW), which provides skills to solve problems through education, informal counseling, social support, outreach, and advocacy.

MOUs establishing partnerships with the Fayetteville Veteran's Administration Hospital and the Northwest Medical Center Behavioral Health Unit will be established for acute care.

Providing staff to incorporate two more MCR teams would drastically improve the mission of crisis response in the community. MCR teams would expand coverage outside of normal business hours. This would allow CIRT to interact with officers assigned to the night shift and

citizens in crisis during night hours. CIRT would also provide direct data to the research team displaying trends in our community which can be translated to guidance and best practices for other police and service providers nationwide.

241 WORDS

5) **What are the final deliverables of the project? How do they continue to the solicitation goals and requirements?**

Goal #1

1. Report reduction in officer time spent on CIT-related calls.
2. Report the percentage of mental health calls when CIT/MCR provided a response.
3. Implementation of training as Community Health Workers for program employees.
4. Develop and standardize program curriculum.

Goal #2

1. Summary reports from client/referral feedback.
2. Summary reports from community feedback.
3. Results from departmental feedback on perceptions of MCR.
4. Summary report of MCR program's efforts, outcomes, and findings related to recidivism & providing victims support.
5. Summary of total referrals & outcomes emanating from mental health calls.

Goal #3

1. Course outline, curriculum, and presentation for civilian and law enforcement employees that promotes awareness of the MCR program, early-warning indicators of potential crisis, and the identification of an individual experiencing a crisis.
2. Reports detailing the number of individuals the MCR program services and the corresponding statistical impact the program had in relation to the stated diversionary objectives: total contacts, total participants, and total referrals.

Goal #4

1. Disseminate articles for community members to create awareness related to the Opioid Antagonist – Immunity Law.
2. Disseminate articles for community members to create awareness related to the Joshua-Ashley Pauley Act, the provision of immunity for seeking medical assistance during a drug overdose.

Goal #5

1. Develop partnership agreements with law enforcement departments providing crisis response, EMS organizations, and mental healthcare providers.
2. Provide training for partner agencies to standardize crisis response across Arkansas.
3. Integrate CIT-Dispatch training.

242 WORDS

6) Please describe your current crisis intervention/ crisis response models including partnerships you currently have.

The FPD is actively using a three-phase approach to crisis response. Officers receive training to enhance skills in communication, de-escalation, and behavioral health awareness. CIT officers address minor crises, and de-escalation needs on calls for service. CIRT provides resources and mitigates needs in specific social determinants of health including: housing, legal, money, social support, transit, employment, education, food, goods, and health for acute situations and those in need of resources. FPD also employs a Crisis Negotiation Team, specifically trained in techniques of negotiating a safe resolution to critical incidents with subjects in crisis.

Since 2020, the FPD has partnered with the University of Arkansas School of Social Work, which is one of only 146 universities to achieve an R1 research classification, to build an evidence-based co-response model while providing master's and bachelor's level internship opportunities for students to work alongside officers.

FPD strives to produce scholarly articles to increase awareness and grow CIT efforts to rural communities. The Journal of Forensic Social Work recently accepted the project, "Embedding Social Work into a Police Department in the South: Insights from Implementation and Baseline Departmental Attitudes" for publishing.

The FPD has also partnered with the following: Northwest Arkansas Crisis Stabilization Unit, Hark NWA – Excellerate Foundation, Northwest Medical Center – Behavioral Health Unit, Seven Hills Homeless Center, Ozark Guidance Center (OGC), NWA NAACP, Northwest Arkansas Continuum of Care, The Black Action Collective (BAC), and the Fayetteville Veterans Administration Hospital. These partnerships have been vital in developing measures to assist community members in crisis.

249 WORDS

7) Please explain the motivation behind your agencies desire to implement or enhance a CIT program, including why you selected the particular model you are proposing. Include any relevant statistics or data from your agency or jurisdiction.

The FPD created CIRT in 2021 and paired a CIT officer with a master's level social work intern. The results from 2021 were promising, which led to CIRT hiring two SSAs and assigning two CIT officers to the team in 2022. Internal and external stakeholders' perceptions of CIRT were positive, as operational success was noted by decreased total call counts and the time officers spent clearing the calls. Specifically, the call types of mental health crisis and suicide threat had a cumulative decline year-over-year from 2021 to 2022 of -11.7% and -2.5%, respectively. A corresponding decrease of -12% and -14% was noted in the time officers spent to close the above-referenced call types. While these decreases are encouraging, CIRT was still unable to provide a real-time response for many of the 6,377 calls for service in 2022 that had a direct nexus to the mission of the unit.

By adding two MCR units, CIRT would be capable of providing a real-time response while still having the capacity to process referrals. Those in crisis would receive direct care from a member

of the MCR, a crisis specialist, rather than a generalist patrol officer. This specialized service has often resulted in positive, non-criminal justice-related outcomes.

These actions, coupled with the increased professional development that will occur, would allow for a more accurate representation of the benefits associated with evidence-based co-response models. If awarded, the FPD would have a truly innovative approach that would be observed throughout the state of Arkansas.

248 WORDS

PROJECT REACH AND IMPACT

Identify any current governmental, community or agency initiatives that complement or will be coordinated with the proposed activities. (max 250 words)

While each external agency outside of FPD has their own distinct specialty purpose in serving the public, it is understandable that by coordinating with the FPD, all agencies mentioned hereafter work as a multi-disciplinary team at the municipal level. The FPD has cooperated with several agencies, such as the Veterans Affairs Center (Fayetteville, AR), Northwest Medical Behavioral Health Center, Northwest Arkansas Crisis Stabilization Unit, Vantage Point Behavioral Health Hospital, and Ozark Guidance Center. These organizations complement the FPD by providing/facilitating treatment for people with law enforcement interactions and mental health concerns, as opposed to incarcerating people simply for non-criminal thinking during a crisis. The FPD will also coordinate with the Northwest Arkansas Continuum of Care, Seven Hills Homeless Center, and the Salvation Army to provide a broader range of resources (i.e., food, housing, work, education, supplies, healthcare, transportation) to meet needs within the community. Hark of Northwest Arkansas will continue to provide an online dashboard that CIRT utilizes to build detailed client plans and connect individuals to support services throughout the region.

Lastly, the collaboration with the University of Arkansas School of Social Work will provide master's and bachelor-level interns while providing expertise on program building. Researchers will use data, outcomes, and other deliverables to produce peer-reviewed articles and presentations. Their role in researching and evaluating CIRT's effectiveness will play a key part in insuring successful outcomes while contributing to the national conversation about law enforcement's response to individuals in crisis.

241 WORDS

List the specific outcomes your agency expects to achieve with this funding and the deliverable(s) related to each (if applicable). (max 250 words)

Throughout and by the end of the 24 months of grant funding, MCR will:

- I. Reduce Patrol Division's allocated time spent on mental health calls by 50% (2024 Q4).
- II. MCR will provide a response to at least 75% of the mental health calls to provide referrals and other supportive services (2024 Q4)
- III. MCR will provide response to at least 50% of the overdose calls to provide referrals or other supportive services. (2024 Q4)
- IV. Develop training protocols and funding plan to certify MCR employees as Community Health Workers (CHW) to reach a more efficient resolution to crisis, while aligning with national initiatives. (2024 Q1)
- V. A minimum of 500 individuals experiencing a crisis will have been contacted by a response of the MCR. (2024 Q3)
- VI. A minimum of 100 individuals contacted by the MCR, who entered during the years of 2024/2025, will remain free of new criminal charges related to mental health crisis or drug offenses. (2024 Q3)
- VII. Community stakeholders will be sought out to take part of the Northwest Arkansas Crisis Response Collective. (2024 Q1)
- VIII. Members of the Northwest Arkansas Crisis Response Collective will meet quarterly to determine trends, and to discuss difficult cases in need of larger scale group

assistance. Data Collection, transfer, significance of data, and comparable measures will be a key point. (2024 Q1)

- IX. MOUs will be developed between collaborating agencies to ensure like metrics and reporting are completed to provide group data sets. (2024 Q2)

246 WORDS

How will the project team track or measure progress and outcomes? (e.g. What data will you gather to assist with evaluating the effectiveness of the program? Why did you choose those data?) (max 250 words)

CIRT tracks numerous data points to provide evidence-based outcomes to local, regional, and state policymakers. Due to CIRT being active since 2021, the framework for referrals and data tracking has been established through lessons learned and assistance from university researchers.

The FPD utilizes a modern electronic record management service that tracks a multitude of data points, which allows for deep dives into data and trends. Internal quarterly reports measure trends to include information like name, type of referral, race, sex, housing status, victim status, citation data, whether the subject consented or denied the assistance, etc.

Furthermore, the University of Arkansas School of Social Work was awarded O-NIJ-2022-171247 to evaluate the effectiveness of having social workers/advocates within the department. Researchers will generate a summary report of the total number of referrals to the program and the subsequent outcomes (i.e., reduction of patrol officers' time spent on specific call types, recidivism rates of clients, reductions in clients who are deemed as high utilizers of police resources). As a third party, they will seek feedback through qualitative interviews of program participants and FPD staff to determine changes in perceptions of the program. The qualitative and quantitative data results will be compared for similarities/differences and used to accentuate each other or explain findings in more depth and/or detail.

214 WORDS

Please describe how these efforts will be sustained once the award ends. (max 250 words)

Prior to the time of when the award ends, this program will already have examined short-term and long-term sustainability strategies that have worked and will continue to work. This includes assessing the current project and using that data to help guide the future scale/scope of the program. This also includes being assessed by a high-quality evaluation process through the University of Arkansas School of Social Work, which is located in Fayetteville, Arkansas. Additionally, all team members and informed partners of CIRT will evaluate positive/negative outcomes, areas in need of improvement, what needs to be terminated, what needs expansion, what budgetary issues have surfaced, and what the findings indicate. CIRT will seek to successfully change community norms within the cycle of the grant so that once the award ends, the positive impact of the program and sustainability with the support of the community and stakeholders. CIRT will identify what other resources are needed to sustain the program by developing buy-in among different organizational partners and advisory board members to grow this concept not just within Northwest Arkansas, but throughout the entire state of Arkansas.

The fact the FPD has a strong partnership with an R1 research university, which has professors assisting in program development and research, coupled with strong interest at the local, regional, and state level, is cause for optimism that CIRT will continue to be sustained with public funds after the grant awards expire.

235 WORDS

Management and Implementation

Describe the overall management and implementation plan for the project including identification of any key community or other stakeholder partnerships.

CIRT is managed by a police sergeant and a Lead Social Services Advocate, who is a Licensed Master of Social Work (LMSW). If awarded, the FPD would move to hire the necessary staff and procure equipment for the formation of the two MCR units. Key partnerships that will facilitate program success:

- **The University of Arkansas School of Social Work** collaborates with the FPD in multiple capacities. The University of Arkansas is designated as *R1: Very High Research Activity* under the Carnegie Classification guidelines, and the School of Social Work has committed to providing a program evaluation on multi-systematic levels by utilizing empirical research methods over the course of three years.
- **Hark of Northwest Arkansas** is a community partner that will assist in connecting people with local organizations and resources. The FPD was the first law enforcement agency in Northwest Arkansas to register as a collaborative agency on Hark's network that connects individuals in crisis with local providers.
- **Northwest Medical Center** is a mental health provider that assists the FPD with the voluntary and involuntary commitment processes. They have a functioning behavioral health unit with a growing number of bed spaces, as well as a psychiatric emergency room which is currently in its developmental process. Their efforts allow for an expedited process that assists individuals experiencing mental health crisis to quickly get connected to care.

224 words

Projected Key Staff

- **Sergeant Patrick Hanby** has been employed with Fayetteville Police Department for over 13 years. He has served the department in various capacities including the Special Investigations Unit of the Criminal Investigation Division as a detective specializing in victims of marginalized communities. In 2020, Patrick was promoted to sergeant, where he supervised fifteen patrol officers on the front lines. He joined CIRT in January 2022 as the program director. Patrick holds a bachelor's degree in sociology from the University of Arkansas.
- **Steven Greathouse, LMSW, AADC**, is an Arkansas licensed social worker hired on as the first LSSA for CIRT in May 2022. In addition to crisis response, he provides BSW

and MSW supervision for social work students completing practicum hours. He has over five years of experience working in the criminal justice system, including the Arkansas prison system as a certified alcohol and drug counselor. Steven holds a master's degree in social work from the University of Arkansas, and a bachelor's degree in human services from Millikin University.

- **Dr. Mark Plassmeyer, PhD** is a tenure track assistant professor at the University of Arkansas School of Social Work. He is an accomplished researcher with numerous publications, presentations, and federally funded projects within the social work profession. His research interests are focused on the criminal justice system and drug policy. Dr. Plassmeyer holds a PhD in social work from the University of Denver, and a master's degree in social work from the University of Pittsburgh.

242 words

Describe how implementing or enhancing a CIT program will impact your community and how do you plan to inform and engage with the community?

Incorporating the MCR unit will impact the Fayetteville community by creating specialized accessible crisis response options for individuals who typically come in contact with law enforcement. CIRT currently provides follow-up for individuals in crisis and a limited direct response during business hours. However, it does not resolve the burden often experienced by patrol officers responding to these demanding calls. The MCR will be able to assist as responders to suicidal ideation, domestic violence, substance abuse/overdose, mental health crises, and other call types that require immediate assistance. The MCR response to calls will provide relief for patrol officers, which in turn will allow officers to allocate time to call types related to criminality.

The Fayetteville community will be informed about the MCR role within FPD with the assistance of the Community Oriented Policing Division, who is responsible for maintaining social media accounts and connecting with local media sources to inform the public about important changes. The City of Fayetteville ensures transparency and the opportunity for public feedback by pushing community-wide surveys through the "Speak Up! Fayetteville" platform, which engages the public on their ideas for how CIRT and MCR teams can provide the highest

quality services. Community and client feedback will be two data sets that are collected from the University of Arkansas School of Social Work researchers, which will better inform FPD, rural, and urban law enforcement agencies for best practice recommendations.

232 words

Describe the policies and procedures that you have implemented or intend to implement to support this project, including those relating to sharing of information and confidentiality.

- The Fayetteville Police Department is accredited through the Commission on Accreditation for Law Enforcement Agencies (CALEA). This accreditation requires frequent updating and review of departmental policies and orders for the Fayetteville Police Department to meet CALEA standards. Policy changes and general orders are disseminated to all police department employees which require verifications of acknowledgment.
- Chief Mike Reynolds sent a memorandum to the Fayetteville Police Department on February 23rd, 2023, for the purpose of providing guidance in establishing the organizational structure of the CIRT. He defines CIRT as a co-response model with the purpose of connecting community members with resources. The memorandum also acknowledges the appropriate chain of command and the supervisory responsibilities of the CIRT sergeant.
- Sworn Code of Ethics [CALEA 1.1.2] **Section 6, Confidentiality**
Whatever a police officer sees, hears or learns of, which is of a confidential nature, will be kept secret unless the performance of duty or legal provision requires otherwise. Members of the public have a right to security and privacy, and information obtained about them must not be improperly divulged.
- Civilian Code of Ethics [CALEA 1.1.2] **Section 6, Confidentiality**
A police department civilian employee should never disclose any confidential communications or any other confidential information received in the course of official duties, except as authorized by law. Personnel are especially prohibited from discussing privileged information with friends and family members. A former police department

civilian employee should observe the same restrictions on disclosure of confidential information that apply to a current employee.

247 words

What crisis intervention related conferences do you plan to attend?

Two representatives will be attending the CIT International Conference annually for the length of the grant cycle. FPD intends on sending representatives from MCR to this conference as this allows for employees to network with other law enforcement officers who incorporate alternative methods of community policing into their operations. Additionally, the CIRT sergeant and LSSA became certified CIT coordinators in August 2022, at CIT International, and will need to recertify by no later than August 2025.

CIRT plans on attending the National Co-Responder Conference in 2023/2024 to learn more about crisis response through the community intervention of a co-responder model, specifically mobile crisis response. CIRT representatives will be able to learn more about empirical data associated with co-response, as well as network with other law enforcement agencies who utilize a co-responder approach in their crisis intervention programs. An annual attendance to this conference by at least one representative from CIRT is desired.

There are additional crisis intervention-related conference opportunities that CIRT has not yet attended, which include the following:

- The International Association of Chiefs of Police;
- National Association of Public Safety Social Workers; and
- National Association of Social Workers.

As future opportunities for conferences come up, CIRT/MCR will collaborate with the University of Arkansas School of Social Work research team to present findings and create literature from program evaluation, allowing for workshop attendees to look at practice implementation and theoretical framework associated with utilizing social workers and advocates as co-responders alongside law enforcement.

243 words

FY2023 CPA Budget Narrative

Community Policing Development (CPD) Crisis Intervention Teams

City of Fayetteville, Arkansas

Budget Narrative

5-1-2023

Sworn personnel (base salary and fringe benefits)

Not Applicable

Civilian personnel (base salary and fringe benefits)**Social Services Advocate - \$319,248****Salary**

The Social Services Advocate will be a Bachelor's Level candidate, who will work under the direction and guidance of the Lead Social Services Advocate to provide social service contacts to the community and work in conjunction with sworn personnel. The total time worked by the Social Services Advocate will be solely dedicated to the Crisis Intervention Team's responses in connection with this grant project.

The Social Services Advocate base salary is based on current market range at the rate of \$54,288 for year one. This salary rate is reflected as a grade J418 in the City of Fayetteville's current pay schedule. For year two, the anticipated salary increase to \$56,454. Two Social Services Advocates are requested in the grant for a total salary budget of \$221,484.

Fringe benefits

Social security is computed at the rate of 6.2% of the base salary. Year one - $\$108,576 \times .062 = \$6,731.71$. Year two - $\$112,908 \times .062 = \$7,000.84$.

Medicare is computed at the rate of 1.45% of the base salary. Year one - $\$108,576 \times .0145 = \$1,574.30$. Year two - $\$112,908 \times .0145 = \$1,637.16$.

Health insurance and health savings accounts are offered through the City of Fayetteville. The employer's portion of the premium and health savings contribution is a flat rate based on level of coverage. We have budgeted for a high-deductible family coverage with city's contribution to be \$15,400 per year.

Life insurance is also offered as a fringe benefit, at the cost of \$164.00 per year per employee.

Vacation and Sick leave are provided by the City of Fayetteville and included in the fringe benefits package at no cost.

Retirement is provided by the City of Fayetteville after the employee's first year anniversary. The rate of the City's contribution is 12%, and would be expensed in the second year of service. The year two retirement would be budgeted at \$13,550.

Worker's compensation is a fixed rate benefit calculated at 1.97%. Year one budgeted expense would be \$2,138 and year two budgeted expense would be \$2,224.

There is no unemployment insurance expense.

Disability insurance is budgeted at a flat rate of \$157 per employee per year for a total budget of \$628.

Accident insurance is budgeted at a flat rate of \$6 per employee per year for a total budget of \$24.

Travel - \$41,000

CIT International Conference (\$17,120) – CIT International Conference is the paramount agency for the alignment of CIT resources. Their annual conference brings in experts in the field to provide new information, including; programmatic development, data collection, best practices, and peer engagement to enhance the Fayetteville Police Department's overall crisis response. This grant application budget includes funding for our CIT Response Teams to attend the 2024 and 2025 CIT International Conference. For budgeting purposes, we used the 2023 location for this conference that will be held in Detroit, MI. Our budget for attending two of these conferences is as follows: Registration for two teams of 4 employees is \$425 per registrant for a total of \$3,400; Transportation is budgeted at \$578 for round-trip airfare per employee per conference for a total budget of \$4,624; Lodging is budgeted at \$198 per night per employee for 4 nights per conference for a total of \$6,336; Meals is budgeted at \$69 per day per employee for 5 days per conference for a total of \$2,760.

CORCON (\$16,392) – The International Co-Responder Conference provides educational opportunities for crisis response, program development, and evaluation. The training works to give a better understanding and abilities to capitalize on the unique partnerships in our community. There is also a focus on sharing of innovative solutions to grow FPD's program and overcome common obstacles. This grant application budget includes funding for our CIT Response Teams to attend the 2024 and 2025 CoRCON International Conference. For budgeting purposes, we used the 2023 location for this conference that will be held in Spokane, WA. Our budget for attending two of these conferences is as follows: Registration for two teams of 4 employees is \$550 per registrant for a total of \$4,400; Transportation is budgeted at \$549 for round-trip airfare per employee per conference for a total budget of \$4,392; Lodging is budgeted at \$121 per night per employee for 4 nights per conference for a total of \$4,840; Meals is budgeted at \$69 per day per employee for 5 days per conference for a total of \$2,760.

NASW – Arkansas Chapter (\$6,488) - The National Association of Social Workers is dedicated to impacting the state of Arkansas and empowering social workers through education, advocacy, and networking. FPD has been twice represented at this conference as an attendee and presenter. The relationship with NASW at the state level is paramount for our growth in promoting human rights and social and economic justice. This grant application budget includes funding for our CIT Response Teams to attend the 2024 and 2025 NASW-Arkansas Chapter Conference. For budgeting purposes, we used the 2023 location for this conference that will be held in Little Rock, AR. Our budget for attending two of these conferences is as follows: Registration for two teams of 4 employees is \$350 per registrant for a total of \$2,800; Lodging is budgeted at \$127 per night per employee for 2 nights per conference for a total of \$2,032; Meals is budgeted at \$69 per day per employee for 3 days per conference for a total of \$1,656.

CIT Support for 911 Operators (\$1,000) – 911 line call-takers are a vital portion of a response to a crisis. The course develops skills to divert individuals to crisis lines and other behavioral health care services rather than traditional police services. The training also focuses on information gathering while taking a call to ensure proper information is gained and transmitted to CIT Officers and the Crisis Intervention Response Team (CIRT). This is an online interactive course which costs \$250 per participant. Our budget will allow 4 telecommunications supervisors to complete this course.

Equipment - \$37,225

CIT Response Vehicle – Direct provision of resources and crisis intervention at the time of crisis is paramount in providing aid and reducing recidivism. Procurement of one non-police vehicle will provide the Crisis Intervention Response Team’s Mobile Crisis Response with the equipment necessary to be fully active in the field. Primary and secondary responses will be provided. Advocates will be able to reach the community they serve with the necessary resources and implements needed to succeed. These grant funds will be used to purchase a new CIT Response Vehicle off the Arkansas State Purchasing Contract at a cost of \$31,425 and install a mobile radio at a cost of \$5,800 for a total of \$37,225.

Supplies - \$2,527

Uniforms and personal supplies are budgeted within this grant application at \$600 per employee per year for a total of \$2,400.

Computer supplies, including thumb drives and carrying cases are budgeted within this grant for a total of \$127.

Sub-awards

Not applicable.

Procurement contracts

Not applicable.

Other costs

Not applicable.

Indirect costs

Not applicable.



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
DATE:
SUBJECT: **Washington Regional Medical Center Rail Road Crossing Completion**

RECOMMENDATION:

Staff recommends approval of a resolution committing \$730,000 to complete the signalization and road work for the Futrall Drive Railroad Crossing.

BACKGROUND:

In May 2020, Mayor Jordan introduced the Futrall Drive Railroad Crossing item, a 2019 Transportation Bond Project, to City Council for consideration. *The Arkansas Missouri Railroad requires the closure of an existing crossing if a municipality wishes to open a new crossing.* City Council immediately tabled the item indefinitely after Council Members expressed concerns over which crossings would close in exchange.

The item was returned to the Council in August, where it was tabled again after members of the City Council called for the removal of the funding for the signal and street work. Ordinance 6393 was adopted on December 15, 2020, authorizing Mayor Jordan to sign an agreement for up to \$550,000 with the Arkansas Missouri Railroad. The ordinance included no funding for signalization or construction.

In 2021, Washington Regional Medical Center (WRMC) purchased 15 acres of property within the Drake Farms Development (PIN: 765-15884-003 and 765-15773-003) and is preparing for their planned expansion.

DISCUSSION:

Three years after the item's initial introduction, staff suggests revisiting this project to fund the completion of the railroad crossing from the train tracks east to N Gregg Avenue and the signal reconfiguration work that WRMC needs to expand as they prepare for their next phase of construction at Drake Farms.

About Washington Regional Medical Center:

Washington Regional Medical Center is one of the most critical pillars of the City of Fayetteville's economy. Beyond their continued recognition as the #1 hospital in Arkansas for the third year in a row by the U.S. News & World Report, our hospital employs thousands of residents and keeps our community healthy. In 2022, WRMC performed nearly 27,000 surgeries as well as treated nearly 63,000 urgent care visits and 54,000 emergency room visits.

Project Details:

The WRMC Railroad completion project includes the road work east of the train tracks to N Gregg Avenue and

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

includes two primary parts:

- **Completing road work to connect the crossing to N Gregg Avenue along with safety guards.** Staff proposes covering the estimated cost of \$118,000 with Transportation Bond funds.
- **Reconfiguring the signal at Futrall Drive and N Gregg Avenue.** Signal reconfiguration is estimated at the contractor price of \$609,000, an amount that staff will explore lowering through the utilization of City crews and other means.

Any costs related to the crossing completion over the \$730,000 appropriated by this Resolution will be the responsibility of WRMC.

Economic Benefits:

WRMC will expand across their new property over a series of phases. The following estimates were provided to staff and City Council in 2020 and do not account for inflation-related cost escalation that has undoubtedly increased anticipated construction costs:

- **Phase 1:** 100,000 square feet with 150 new full-time employees and capital investment of \$35M
- **Phase 2:** 250,000 square feet with at least 600 new full-time employees and capital investment of \$85M

The City and region will benefit greatly from the additional Graduate Medical Education programming, which can be supported through this expansion project. WRMC and the University of Arkansas for Medical Sciences (UAMS) have received accreditation for a new internal medicine residency program that kicked off in July 2023. The program will create approximately 92 residency slots in Northwest Arkansas by 2030, providing long-term economic benefits as healthcare professionals have a higher probability of staying in the local labor market where their residency is completed.

BUDGET/STAFF IMPACT:

\$730,000 in 2019 Street Projects Bond Funds. The Public Works Department's staff time will be utilized for the reconfiguration of the signal at Futrall Drive and Gregg Avenue.

ATTACHMENTS: SRF (#3), Futrall Crossing Exhibit (#4), Futrall Crossing Cost Estimate (#5), Letter From WRMC COO (#6), Ordinance 6354 (#7), Ordinance 6393 (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1271

Washington Regional Medical Center Rail Road Crossing Completion

A RESOLUTION TO EXPRESS THE INTENT OF THE CITY COUNCIL TO COMMIT \$730,000.00 TO COMPLETE THE SIGNALIZATION AND ROAD WORK FOR THE FUTRALL DRIVE RAILROAD CROSSING

WHEREAS, on December 15, 2020, Ordinance 6393 was adopted authorizing Mayor Jordan to sign an agreement for up to \$550,000.00 with the Arkansas Missouri Railroad for the construction of a new railroad crossing at North Futrall Drive and North Gregg Avenue but included no funding for signalization or construction; and

WHEREAS, in 2021, Washington Regional Medical Center purchased 15 acres of property within the Drake Farms Development and is preparing for a planned expansion that will be served by this crossing; and

WHEREAS, staff recommends funding the completion of road work to connect the railroad crossing from the train tracks east to North Gregg Avenue and the signal reconfiguration work at Futrall Drive and North Gregg Avenue.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to commit \$730,000.00 of 2019 Transportation Bond funds to complete the signalization and road work for the Futrall Drive Railroad Crossing..

City of Fayetteville Staff Review Form

2023-1271

Item ID

12/5/2023

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

Devin Howland

11/10/2023

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution committing \$730,000 of Street Projects bond funds towards the completion of the road and signal work at the Futrall Railroad Crossing to support the Washington Regional Medical Center expansion.

Budget Impact:

4702.860.7220-5809.00

Street Projects 2019 Bonds

Account Number

Fund

46020.7220

Futrall/Gregg and Shiloh/Gregg RR Crossings

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,094,189.00

Expenses (Actual+Encum)

\$ 536,104.03

Available Budget

\$ 558,084.97

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 558,084.97

V20221130

Purchase Order Number:

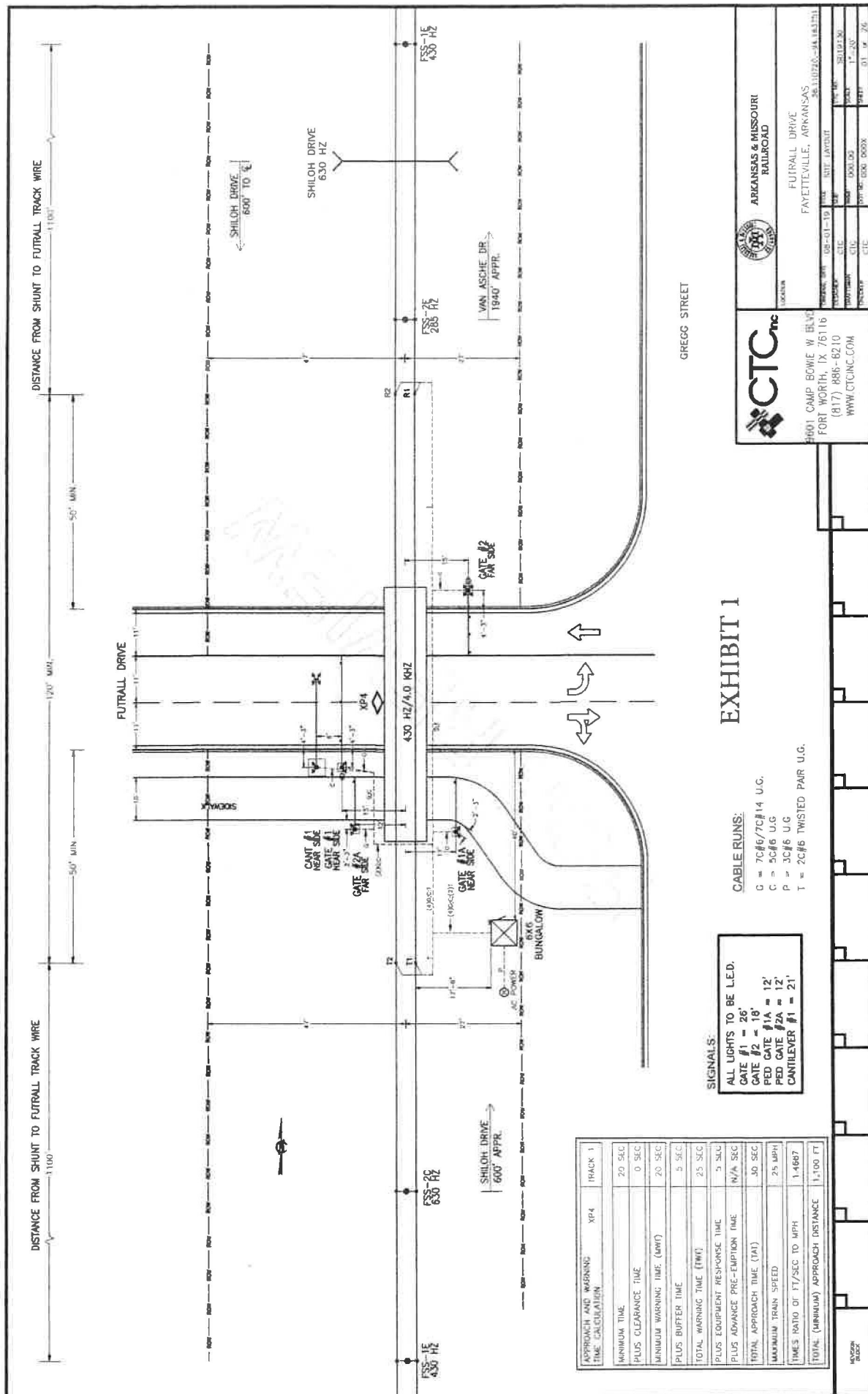
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



APPROACH AND WARNING TIME CALCULATION	XP4	TRACK 1
MINIMUM TIME		20 SEC
PLUS CLEARANCE TIME		0 SEC
MINIMUM WARNING TIME (MWT)		20 SEC
PLUS BUFFER TIME		5 SEC
TOTAL WARNING TIME (TWT)		25 SEC
PLUS EQUIPMENT RESPONSE TIME		5 SEC
PLUS ADVANCE PRE-EMPTION TIME		N/A SEC
TOTAL APPROACH TIME (TAT)		30 SEC
MAXIMUM TRAIN SPEED		25 MPH
TIME'S RATIO OF FT/SEC TO MPH		1.4667
TOTAL (MINIMUM) APPROACH DISTANCE		1,100 FT

SIGNALS:

ALL LIGHTS TO BE LED.
 GATE #1 = 26'
 GATE #2 = 18'
 PED GATE #1A = 12'
 PED GATE #2A = 12'
 CANTILEVER #1 = 21'

CABLE RUNS:

G = 7C#6/7C#14 U.G.
 C = 5C#6 U.G.
 P = 3C#6 U.G.
 T = 2C#6 TWISTED PAIR U.G.

EXHIBIT 1

CTC^{inc}
 8001 CAMP BOWIE W BLVD
 FORT WORTH, TX 76116
 (817) 886-6210
 WWW.CTCINC.COM

ARKANSAS & MISSOURI RAILROAD
 LOCATION
 FUTRALL DRIVE
 FAYETTEVILLE, ARKANSAS
 28-110720-24-12-11
 DATE LAYOUT
 08-01-10
 DATE
 08-01-10
 DRAWN BY
 CTC
 CHECKED BY
 CTC
 SCALE
 1" = 20'

Drake Farms RR Crossing Budget



Nabholz Construction Corporation Civil

Rogers, AR

Contact: Justin Belk
Phone: 501.889.4501
Email: justin.belk@nabholz.com

Quote To:

Project Location: Futrall Drive
Fayetteville, AR

Attention:
Phone:
Email:

Engineer: CEI
Date of Plans: 06.01.2023
Geotech:
Date of Report:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Futrall and Greg Intersection				
	Erosion Control				
110	Straw Wattles	140.00	LF	8.79	1,230.60
	Erosion Control Subtotal				1,230.60
	Demolition				
210	Sidewalk Demo	936.00	SF	1.58	1,478.88
215	Curb and Gutter Demo	130.00	LF	8.90	1,157.00
	Demolition Subtotal				2,635.88
	Earthwork				
310	Cut to Fill	90.00	CY	31.08	2,797.20
320	Import Select Fill	283.00	CY	35.07	9,924.81
330	Fine Grade Structural Site	4,500.00	SF	0.41	1,845.00
335	Fine Grade Non-Structural Site	3,500.00	SF	0.36	1,260.00
350	Topsoil w/ Existing Material	70.00	CY	24.14	1,689.80
	Earthwork Subtotal				17,516.81
	Storm Drain				
405	18" RCP	90.00	LF	130.49	11,744.10
430	18" RCP FES	2.00	EA	1,118.23	2,236.46
	Storm Drain Subtotal				13,980.56
	Water Line				
510	Raise Fire Hydrant	1.00	EA	1,708.42	1,708.42

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
520	Encase 18" Waterline w/ Steel Casing ???	485.00	LF		
	Waterline Subtotal				1,708.42
	Paving				
705	Asphalt Paving 3"	216.00	SY	57.07	12,327.12
710	Curb and Gutter	263.00	LF	30.44	8,005.72
715	Class 7 Base 8"	275.00	SY	13.74	3,778.50
720	Concrete Sidewalk	30.00	SY	87.66	2,629.80
725	HC Ramps	102.00	SF	24.35	2,483.70
730	Class 7 Base 4" Concrete	30.00	SY	8.49	254.70
740	Concrete Trail	185.00	SY	122.85	22,727.25
745	Class 7 Base 4" Concrete	185.00	SY	8.53	1,578.05
750	Striping / Signage	1.00	LS	15,827.98	15,827.98
760	Traffic Signal	1.00	LS	608,768.50	608,768.50
780	Railroad Signal (by others)				
	Paving Subtotal				678,381.32
	Misc				
810	M.O.T	1.00	LS	9,131.53	9,131.53
820	Type 3 4' Barricades	3.00	EA	608.77	1,826.31
	Misc Subtotal				10,957.84
	Futrall and Greg Intersection Subtotal				726,411.43
	Washington Regional Drive				
	Erosion Control				
1005	Silt Fence	140.00	LF	8.79	1,230.60
1010	Straw Wattles	110.00	LF	8.78	965.80
1012	Big Reds	35.00	LF	21.74	760.90
1015	Construction Entrance	1,000.00	SF	4.37	4,370.00
1020	Inlet Protection	2.00	EA	639.83	1,279.66
1025	Check Dams	20.00	LF	69.16	1,383.20
1030	Concrete Washout	1.00	EA	1,061.05	1,061.05
1035	Tree Protection	140.00	LF	8.52	1,192.80
1040	SWPPP Board	1.00	EA	1,339.29	1,339.29
1050	SWPPP Monitoring/ Inspect	1.00	LS	1,339.29	1,339.29
1060	Seading	1,000.00	SY	1.52	1,520.00
	Erosion Control Subtotal				16,442.59
	Demolition				
2010	Tree 8" to 14" Demo	19.00	EA	1,323.75	25,151.25
2015	Fence Demo	280.00	LF	3.52	985.60
	Demolition Subtotal				26,136.85

November 8, 2023

Dear Mayor Jordan,

Washington Regional Medical System is planning to expand its campus in Fayetteville to meet the growing health care needs of Northwest Arkansas. In 2021, Washington Regional acquired approximately 15 acres and an option to purchase an additional 25 acres in the Drake Farms development in Fayetteville, which is adjacent to the hospital campus.

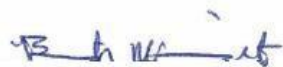
Our medical center campus at North Hills opened in 2002 with 345,000 square feet of space. In less than 20 years, it has grown to over 724,000 square feet, and we are unable to expand any further. The property at Drake Farms will allow Washington Regional to plan for the next 25 years of growth by optimizing our medical center campus for higher acuity services and offering outpatient and lower acuity services at our expanded campus at the Drake Farms property.

Washington Regional currently employs over 3,400 team members which is a 95% growth in our workforce since 2012. Our team provides care in over 50 clinic locations and 125 departments of the hospital. We were able to serve nearly 190,000 unique patients this past year. In providing this exceptional care, we were able to provide over \$25 million dollars of care in community benefit. We are proud of these accomplishments, which recently earned us the ranking of #1 hospital in Arkansas by U.S. New & World Report for a third consecutive year.

Washington Regional's mission is to improve the health of people in the community we serve through compassionate, high-quality care, prevention and wellness education. We truly are the leading health care system in Northwest Arkansas ---- the best place to receive care and the best place to give care.

After consulting with and concurrence from your staff, your support of the Washington Regional Crossing Completion is appreciated and critical for the success of this regional development. Thank you and the City Council for this opportunity.

Sincerely,



Birch G. Wright, MPA
Chief Operating Officer and Administrator



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

Ordinance: 6534

File Number: 2022-0086

AMEND ORDINANCE NO. 6393:

AN ORDINANCE TO AMEND ORDINANCE NO. 6393 BY REMOVING SECTION 3, WHICH REQUIRES DEVELOPMENT APPROVAL AND THE POSTING OF A BOND BEFORE THE MAYOR CAN SIGN THE AGREEMENTS FOR THE NEW RAILROAD CROSSING AT FUTRALL DRIVE AND GREGG AVENUE

WHEREAS, on December 15, 2020, the City Council approved Ordinance No. 6393 authorizing and agreement with Arkansas and Missouri Railroad for a new railroad crossing at Futrall Drive and Gregg Avenue; and

WHEREAS, Section 3 of this ordinance provides: "Execution of these agreements shall be authorized upon development approval of a preliminary plan or large scale development for the first phase of development with a minimum of 100,000 square feet of commercial employment space, with posting of a bond to secure the construction of a connecting roadway to railroad crossing"; and

WHEREAS, Washington Regional Medical System has purchased 15.22 acres adjacent to this proposed new crossing with the option to purchase an additional 25 acres in that area but it will be several months before plans will be ready to submit for development review; and

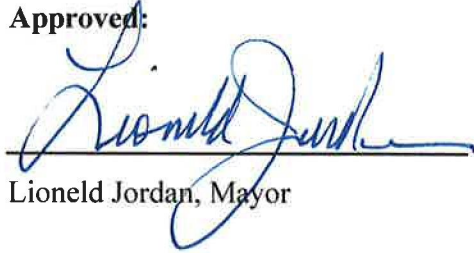
WHEREAS, Washington Regional has requested that the City Council remove the requirements of Section 3 of this ordinance to allow the City to move forward with the permitting and construction of the new railroad crossing prior to the development approval of the hospital expansion and without the posting of any bond.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Ordinance No. 6393 by removing Section 3.

PASSED and APPROVED on 2/15/2022

Approved:



Lioneld Jordan, Mayor

Attest:



Kara Paxton, City Clerk Treasurer





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

Ordinance: 6393

File Number: 2020-0414

**ARKANSAS AND MISSOURI RAILROAD FUTRALL DRIVE AND GREGG AVENUE -
2019 TRANSPORTATION BOND PROJECT:**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A NEW RAILROAD CROSSING COST AND MAINTENANCE AGREEMENT AND AN EASEMENT AGREEMENT WITH THE ARKANSAS AND MISSOURI RAILROAD FOR A NEW RAILROAD CROSSING AT FUTRALL DRIVE AND GREGG AVENUE, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,820.86, AND TO APPROVE A BUDGET ADJUSTMENT FOR THE ESTIMATED TOTAL PROJECT COST OF \$550,000.00

WHEREAS, the extension of Futrall Drive has long be a part of the Master Street Plan to provide an additional access to approximately 150 acres of undeveloped property west of the railroad tracks, east of Garland Avenue, and north of Drake Street; and

WHEREAS, Arkansas and Missouri Railroad (AMRR) presented two agreements to the City, one for the construction and maintenance of a new railroad crossing and the second an easement agreement; and

WHEREAS, pursuant to the terms of the New Railroad Crossing Cost and Maintenance Agreement, the City will reimburse the AMRR for the full cost of labor and materials for installation of the crossing signal, panels, and appurtenances necessary for a fully operational crossing, which is estimated to be \$519,179.14; the City agrees to close the existing unimproved crossing at Jocelyn Lane and Gregg Avenue; the City will pay a yearly maintenance fee of \$7,500.00, increasing by 2.5% per annum or by the yearly increase in the Consumer Price Index (whichever is greater), for basic maintenance and wear and tear; and the City and AMRR agree to equally share the cost of repairs or major maintenance; and

WHEREAS, the Easement Agreement establishes the terms of the City's perpetual use of the AMRR

property for the crossing including a requirement that the City maintain an insurance policy in the amount of \$15 million; and

WHEREAS, it is not feasible or practical to competitively bid such a project because the land over which the crossing is proposed is owned and controlled by the Arkansas and Missouri Railroad, which has the sole power to authorize and construct new crossings; and

WHEREAS, AMRR has requested an amendment to the Railroad Crossing Cost and Maintenance Agreement for the new crossing at Shiloh Drive and Gregg Avenue, which was authorized by Ordinance 6348 on August 18, 2020, to change the maintenance fee adjustment from 2% per year to 2.5% per year or the annual increase in the Consumer Price Index, whichever is greater.

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, determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes Mayor Jordan to sign the New Railroad Crossing Cost and Maintenance Agreement and Easement Agreement with Arkansas and Missouri Railroad for a new railroad crossing, and further approves a project contingency in the amount of \$30,820.86 for a total estimated project cost of \$550,000.00.

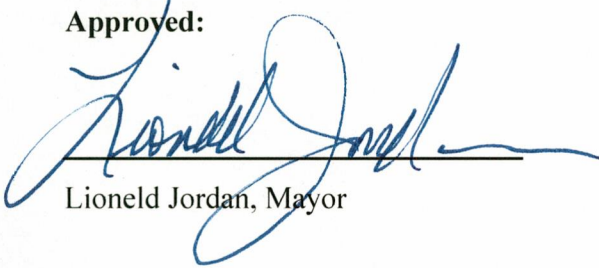
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Ordinance.

Section 3: Execution of these agreements shall be authorized upon development approval of a preliminary plan or large scale development for the first phase of development with a minimum of 100,000 square feet of commercial employment space, with posting of a bond to secure the construction of a connecting roadway to railroad crossing.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an amendment to the Railroad Crossing Cost and Maintenance Agreement for the new crossing at Shiloh Drive and Gregg Avenue, which was authorized by Ordinance 6348 on August 18, 2020, to change the maintenance fee adjustment from 2% per year to 2.5% per year or the annual increase in the Consumer Price Index, whichever is greater.

PASSED and APPROVED on 12/15/2020

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Alan Pugh, Staff Engineer

DATE:

SUBJECT: Adoption of the latest Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), Washington County Flood Insurance Study (FIS), and any FEMA certified Letters of Map Change (LOMC) as regulatory within the City of Fayetteville with an effective date of January 25, 2024.

RECOMMENDATION:

Staff recommends adoption of the latest Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), Washington County Flood Insurance Study (FIS), and any FEMA certified Letters of Map Change (LOMC) as regulatory within the City of Fayetteville with an effective date of January 25, 2024.

BACKGROUND:

In 2015 the City partnered with FEMA and the Arkansas Department of Agriculture Natural Resources Division (ANRD) to begin the process of updating the FIRMs and FIS for Washington County, including updates within the City of Fayetteville. This portion of the project was referred to as Risk Map Phase 1 or discovery and was used to identify areas on the current mapping in need of re-delineation, updating Zone A areas with model backed Zone A and updating Zone A areas to Zone AE. Later that same year, City Council entered into an agreement with FEMA and ANRD in order to continue the process of updating the FIRMs and FIS within the City of Fayetteville for many of the identified areas. This portion of the project was referred to as Risk Map Phase 2 and included the scope of work identified in Phase 1. Once the analysis was complete, FEMA issued preliminary mapping in 2017 for the communities to review.

During the review of the revised mapping, several potential inaccuracies in the mapping were identified within the City. This triggered the need for additional study which was approved by the City Council, performed and later incorporated into revised mapping. FEMA later began the process of implementing the revised mapping which was referred to as Risk Map Phase 3. These revised maps were issued in 2021 by FEMA for final review. An additional appeal, filed by another community within Washington County, delayed the issuance of the final mapping until 2023.

In order to ensure that residents were aware of the potential changes and were able to participate in the process, staff performed multiple outreach efforts, including publishing the data on the City of Fayetteville website, holding public meetings and forwarding post cards to residents within the special flood hazard area. Although the comment period has ended, residents can still search their property and find changes to the floodplain here:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

<https://maps.fayetteville-ar.gov/viewer/index.html?webmap=841af6dcece348689da2f6025d163ef0&config=basic.json>

DISCUSSION:

In July of this year, the City received the letter of final determination from FEMA indicating that the mapping was complete and the new documents would become regulatory on January 25, 2024. While the Fayetteville Unified Development Code includes provisions to recognize the latest regulatory FIS and FIRMs issued by FEMA, the state of Arkansas is not currently federally approved for automatic adoption of these documents. Therefore, staff is requesting that City Council approve an ordinance recognizing these documents as regulatory within the City of Fayetteville with an effective date of January 25, 2024 which coincides with the regulatory date on the letter of final determination and the revised documents. As stated within the letter of final determination, this would include the revised City of Fayetteville FIRMs, Washington County FIS and any additional Letters of Map Change (LOMCs) that FEMA certified with the update.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: SRF (#3), 156-15 Federal Emergency Management Agency (FEMA) Risk Map Phase 2 (#4)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1278

Adoption of the latest Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), Washington County Flood Insurance Study (FIS), and any FEMA certified Letters of Map Change (LOMC) as regulatory within the City of Fayetteville with an effective date of January 25, 2024.

AN ORDINANCE TO ADOPT THE LATEST FEMA FLOOD INSURANCE RATE MAPS, WASHINGTON COUNTY FLOOD INSURANCE STUDY, AND ANY FEMA CERTIFIED LETTERS OF MAP CHANGE AS REGULATORY FOR THE CITY OF FAYETTEVILLE

WHEREAS, in 2015 the City of Fayetteville partnered with FEMA and the Arkansas Department of Agriculture Natural Resources Division to begin the process of updating the Flood Insurance Rate Maps and Flood Insurance Study for Washington County; and

WHEREAS, in 2017 FEMA issued preliminary mapping for the impacted communities to review and revised maps were issued in 2021 for final review; and

WHEREAS, an appeal filed by another community in Washington County delayed the issuance of the final mapping until 2023; and

WHEREAS, in July, the City of Fayetteville received a FEMA final determination letter indicating the Flood Insurance Rate Maps will become effective countywide January 25, 2024.

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 approves and adopts the latest FEMA Flood Insurance Rate Maps, Washington County Flood Insurance Study, and any FEMA certified letters of map change as regulatory for the City of Fayetteville.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance shall take effect on January 25, 2024.

City of Fayetteville Staff Review Form

2023-1278

Item ID

12/5/2023

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

Chris Brown

9/1/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Adoption of the latest Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), Washington County Flood Insurance Study (FIS), and any FEMA certified Letters of Map Change (LOMC) as regulatory within the City of Fayetteville with an effective date of January 25, 2024.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 156-15

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



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

Resolution: 156-15

File Number: 2015-0375

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) RISK MAP PHASE 2:

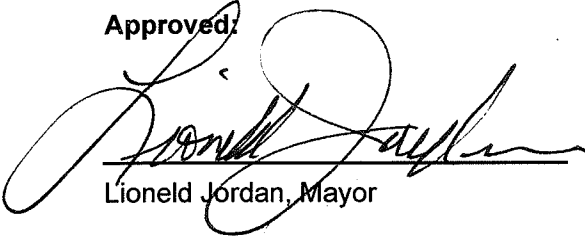
A RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION IN PHASE 2 OF THE RISK MAP PROGRAM WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE ARKANSAS NATURAL RESOURCES COMMISSION TO UPDATE THE WASHINGTON COUNTY FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS AT A COST OF UP TO \$43,658.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City's participation in Phase 2 of the Risk MAP program with the Federal Emergency Management Agency and the Arkansas Natural Resources Commission to update the Washington County Flood Insurance Study and Flood Insurance Rate Maps at a cost of up to \$43,658.00.

PASSED and APPROVED on 9/1/2015

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0375

Agenda Date: 9/1/2015

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) RISK MAP PHASE 2:

A RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION IN PHASE 2 OF THE RISK MAP PROGRAM WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE ARKANSAS NATURAL RESOURCES COMMISSION TO UPDATE THE WASHINGTON COUNTY FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS AT A COST OF UP TO \$43,658.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City's participation in Phase 2 of the Risk MAP program with the Federal Emergency Management Agency and the Arkansas Natural Resources Commission to update the Washington County Flood Insurance Study and Flood Insurance Rate Maps at a cost of up to \$43,658.00.

City of Fayetteville Staff Review Form

2015-0375

Legistar File ID

9/1/2015

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

Chris Brown

8/12/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval for the City of Fayetteville to participate in a grant opportunity with the Arkansas Natural Resources Commission (ANRC) by providing up to \$43,658 in matching funds to continue updating the Flood Insurance Rate Maps (FIRMs) for the community.

Budget Impact:

4470.9470.5314.00

4470-Sales Tax Capital Improvements

Account Number

Fund

02108.2015

ANRC/FEMA Risk Map Phase 2

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 43,658.00

Funds Obligated \$ -

Current Balance \$ 43,658.00

Does item have a cost? Yes

Item Cost \$ 43,658.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: September 1, 2015

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 1, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: August 5, 2015

SUBJECT: Approval for the City of Fayetteville to participate in a grant opportunity with the Arkansas Natural Resources Commission (ANRC) by providing up to \$43,658 in matching funds to continue updating the Flood Insurance Rate Maps (FIRMs) for the community.

RECOMMENDATION:

Approval for the City of Fayetteville to participate in a grant opportunity with the Arkansas Natural Resources Commission (ANRC) by providing up to \$43,658 in matching funds to continue updating the Flood Insurance Rate Maps (FIRMs) for the community.

BACKGROUND:

Recently, ANRC, in partnership with the Federal Emergency Management Agency (FEMA) initiated Phase 1 of the Risk Mapping, Assessment and Planning (Risk MAP) Program. This phase included what is referred to as "discovery" and local counties and municipalities were asked to participate by contributing monetarily, \$5,000, and by identifying areas on the currently effective FIRMs in need of update. Fayetteville participated in this discovery by identifying several areas throughout the community where the maps are in need of update or are believed not to be accurate for various reasons. ANRC partnered with a local engineering firm, FTN Associates, to lead the effort and begin to compile the results. Out of that program, Fayetteville was able to receive valuable feedback as well as what are referred to as First Order Approximations (FOA) for many of the special flood hazard areas throughout town with little or no technical information supporting the floodplain designation. As a result, the City is able to utilize these studies to help property owners within these areas more accurately identify the extent of potential flooding. However, the FOA are only a slight step forward. The next step in the process is to begin to analyze or reanalyze the areas that were identified which leads into the Phase 2 portion of the project.

DISCUSSION:

The proposed grant opportunity (Phase 2) includes an update to the existing flood insurance study (FIS). In general this project will include updating approximately 29.3 miles of Zone A streams, converting approximately 5.2 miles of Zone A Streams to Zone AE and re-delineating approximately 47.3 miles of current Zone AE streams. The benefits to the City and property

owners would include more accurate flood data, better customer service by staff for residents in that more detailed information for the flood designation can be provided, potential reduction in flood insurance rates for property owners in some cases and a potential for reduction in future flood damage claims. Additional information regarding the project and benefits can be found below and within the attached information.

During Phase 1, Discovery Phase, Washington County, including all incorporated and unincorporated areas, was identified as a strong candidate for a Risk Map Phase 2 project. The Phase 2 portion of the project includes engineering and mapping to update the currently effective Washington County, AR Flood Insurance Study (FIS) and FIRMs referred to collectively as an FIS update.

The updated engineering and mapping developed in the proposed Phase 2 Risk MAP project would be based on the newer aerial topographic data recently acquired by FEMA, updated hydrology and hydraulics for the streams currently mapped as approximate, the addition of published Base Flood Elevations (BFEs) added to the FIRMs for some select streams, that are currently mapped as approximate, and updated or new detailed hydrologic and hydraulic analysis for select streams in the Cities of Fayetteville and Springdale.

It should be noted that the referenced updated topographic data is being provided by FEMA/ANRC at no cost to the county or incorporated communities. That portion of the project was initiated in late 2014 in anticipation of the Phase 2 portion of the process and should be complete in the fall of 2015.

This project could benefit the residents of Fayetteville in several ways.

- Current residents who own properties located within Zone A, Base Flood Elevations Not Determined, would have more accurate information supporting the extent of the Special Flood Hazard Area (SFHA) and more accurate information regarding the approximate flood elevations.
- Some of the Zone A Special Flood Hazard Areas would be further analyzed in order to convert them to Zone AE, Base Flood Elevations Determined. This proposal includes approximately 5.2 miles of stream with the City of Fayetteville which covers many of the tributaries to Town Branch. A list of the tributaries is included with the supporting information attached to this memorandum. This will help the city further understand the extent of possible flooding as well as give residents in these areas more accurate information regarding the base flood elevation and what could be done to reduce their risk of flooding. It also aides the resident when attempting to sell or improve their property by being able to use previously determined based flood elevations rather than going through the time and expense of having an engineer develop a base flood elevation for their property.
- Some Zone AE areas will be re-delineated utilizing more recent topographic information. This will in turn likely remove some properties from the floodplain as well as potentially include properties that are not currently located within the floodplain. While the properties brought into the floodplain may be subject to additional regulation, it is important for the owners of those properties and potential developers to understand the risk of flooding and plan accordingly. This can drastically reduce flood claims and property loss in the future.
- Phase 2 will also include new products intended to assist communities in the communication of risk to individual homeowners, local businesses, and emergency managers. These products will include depth and velocity grids which can be used to

identify the depth of water, or the speed of the water, at a given point, such as a flooding roadway. Probability grids can be used to demonstrate what the chance of flooding is for a location over a 30-year period, which is consistent with the period of a typical home mortgage.

The proposed Phase 2 Risk MAP project is proposed to be funded using a grant from FEMA to ANRC that will require local cost share. The total project costs for the 2015 LIDAR acquisition and FIS update are \$250,000 and \$475,209 respectively, or \$725,209 for the total project. FEMA's contribution to the total project will be \$612,657 and the community cost share needed is \$112,552. ANRC is requesting the City of Fayetteville contribute \$43,658, which is 6% of the total project cost, to help us meet the cost share requirements.

BUDGET/STAFF IMPACT:

Staff proposes that the funding for the project be allocated out of the Sales Tax Capital Improvements Project 02108 – Other Drainage Improvements in an amount up to \$43,658.

Attachments:

ANRC Funding Request

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 8/11/2015				
							P.O Number:				
Vendor #: 790		Vendor Name: AR Natural Resources					Mail ☒ YES ☐ NO		Legistar#: 2015-0375		
Address: PUR						FOB Point:		Taxable ☐ YES ☒ NO		Expected Delivery Date:	
City:			State:			Zip Code:	Ship to code:	Quotes Attached ☐ YES ☐ NO			
Requester: Alan Pugh						Requester's Employee #: 4073		Extension: 8208			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #		
1	Professional Services. - Risk Map Phase 2	1	Lot	43,658.00	\$43,658.00	4470.9470.5314.00	02108.2015				
2					\$0.00						
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
*	Shipping/Handling		Lot		\$0.00						
Special Instructions:							Subtotal: \$43,658.00				
							Tax: \$0.00				
							Total: \$43,658.00				
Approvals:											
Mayor: _____				Department Director: _____				Purchasing Manager: _____			
Chief Financial Officer: _____				Budget Director: _____				IT Director: _____			
Dispatch Manager: _____				Utilities Manager: _____				Other: _____			

Revised 1/21/2015



Arkansas Natural Resources Commission



J. Randy Young, PE
Executive Director

101 East Capitol, Suite 350
Little Rock, Arkansas 72201
<http://www.anrc.arkansas.gov/>

Phone: (501) 682-1611
Fax: (501) 682-3991
E-mail: anrc@arkansas.gov

Asa Hutchinson
Governor

July 28, 2015
cbrown@fayetteville-ar.gov

Mr. Chris Brown, P.E.
City Engineer, City of Fayetteville
Development Services Building
125 W. Mountain Street
Fayetteville, AR 72701

Re: Washington County, AR Flood Insurance Study Update
ANRC / FEMA Grant – Risk MAP Phase 2 Mapping Activity Statement 13

Dear Mr. Brown:

Recently, Arkansas Natural Resources Commission (ANRC), in partnership with the Federal Emergency Management Agency (FEMA), initiated Phase 1 of the Risk Mapping, Assessment, and Planning (Risk MAP) Program, which is the Discovery Phase. In preparation for and during the Discovery Phase, Washington County, including all incorporated and unincorporated areas, was identified as a strong candidate for a Risk MAP Phase 2 project, which includes engineering and mapping to update the current effective Washington County, AR Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs), referred to collectively as an FIS update. In preparation for a Phase 2 Risk MAP project in late 2014, FEMA, in conjunction with the US Geological Survey (USGS), funded aerial LIDAR acquisition and processing for Washington County. LIDAR is a remote sensing technology used to collect data to prepare a map or model of the ground surface. This model of the ground surface is often referred to as topography and will provide the quality base for the updated engineering and mapping proposed for the Phase 2 Risk MAP project. The LIDAR project was initiated in late 2014 and will be completed in the fall of 2015. The 2015 LIDAR data will be available from FEMA without restriction.

The updated engineering and mapping developed in the proposed Phase 2 Risk MAP project would be based on the newer aerial topographic data recently acquired by FEMA, updated hydrology and hydraulics for the streams currently mapped as approximate, the addition of published Base Flood Elevations (BFEs) added to the FIRMs for some select streams, that are currently mapped as approximate, and updated or new detailed hydrologic and hydraulic analysis for select streams in the Cities of Fayetteville and Springdale.

The proposed Phase 2 Risk MAP project would be funded using a grant from FEMA to ANRC that will require local cost share. The total project costs for the 2015 LIDAR acquisition and FIS update are \$250,000 and \$475,209 respectively, or \$725,209 for the total project. FEMA's contribution to the total project will be \$612,657 and the community cost share needed is \$112,552. We are requesting the City of Fayetteville contribute \$43,658, which is 6% of the total project cost, to help us meet the cost share requirements.

The proposed Phase 2 Risk MAP tasks of a countywide FIS update project will involve several different types of stream analyses and resulting mapping. The following summarizes the types of analyses and stream mileages within your community that are identified to receive new floodplain mapping as part of the proposed FIS update.

- The proposed FIS update will include performing updated approximate hydrologic and hydraulic analyses and updated floodplain mapping of over 436 miles of streams using the 2015 collected LIDAR (topography) throughout the incorporated and unincorporated areas of Washington County. The resulting special flood hazard area (SFHA) mapping will be supported by GIS and engineering data that will be provided to the communities for use in assisting residents/property owners in defining the BFE for their property. In the City of Fayetteville 29.3 miles will be updated with a new approximate analysis.
- The FIS update will include updating the SFHA designation from Zone A to Zone AE on approximately 38 miles of streams within the incorporated and unincorporated areas of Washington County. Floodplain mapping that is designated as Zone AE will have BFEs published on the FIRMs. These specific stream miles were studied previously using a methodology referred to as Limited Detail Study (LDS) as part of the Washington County FIS completed in 2008. These models will also be updated with the 2015 LIDAR data that will allow for recent man-made changes in and around the LDS streams to be accounted for in the model without requiring the filing of individual Letters of Map Change. In the City of Fayetteville 5.2 miles of LDS streams will be updated.
- The FIS update will include what is referred to as redelineation for over 100 stream miles of current effective Zone AE floodplain mapping on the FIRMs. Redelineation retains the results of the previously studied current effective stream model, meaning the established BFEs and floodway remain unchanged with respect to elevation; however the SFHA boundaries will be adjusted to be consistent with the 2015 LIDAR. For example, if the BFE on Big Creek is 1,110 ft, the elevation will remain 1,110 ft; however the boundary of the SFHA will be reviewed and revised against the new LIDAR data to match the ground elevation of 1,110 ft using the new LIDAR. In the City of Fayetteville 47.3 miles of existing detailed streams will be redelineated using the new topography.
- The FIS Update will include new detailed studies of several streams within the Cities of Fayetteville and Springdale where significant changes in the drainage basin and/or the stream channel warrant a revised analysis, or where Zone A areas are present and development pressures exist and a detailed Zone AE SFHA with a designated floodway is warranted. Approximately 13 miles of detailed study will be performed overall which includes 7.8 miles within the City of Fayetteville.

The stream names and associated mileage for the LDS and detailed study are provided as an attachment in addition to a figure providing an overview of the streams to be included in the proposed Phase 2 Risk MAP FIS Update in Washington County and the subsequent level of analysis that will be applied.

The proposed FIS update will provide many benefits to the communities in Washington County. The LIDAR collected during the winter months of 2014-2015 provides an improved level of vertical accuracy, supporting elevations to within $\pm \frac{1}{2}$ ft, as compared to the topographic base data on the current FIRMs of $\pm 2 \frac{1}{2}$ ft. This improved accuracy will enhance the quality of the SFHA mapping and will help reduce the risk for those property owners who wish to develop safely and soundly in areas in/near SFHAs. A better-defined risk area will aid property owners in making sound judgments on development opportunities, rather than having to invest hundreds of dollars in trying to define the risk themselves. Additional benefits will be realized with the distribution of the GIS and engineering data that will be made available to the communities. This engineering support data will provide established base hydraulic condition for

many of the streams in the county, allowing communities and/or property owners to evaluate engineering options such as new hydraulic structures (bridges or culverts) less expensively.

In addition to the updated FIRMs and FIS Report, new products intended to assist communities in the communication of risk to individual homeowners, local businesses, and emergency managers are part of the Risk MAP project. These products will include depth and velocity grids which can be used to identify the depth of water, or the speed of the water, at a given point, such as a flooding roadway. Probability grids can be used to demonstrate what the chance of flooding is for a location over a 30-year period, which is consistent with the period of a typical home mortgage. These new products and related GIS and engineering data also allow communities to customize their own products, such as utilizing new aerial photography, topography, parcel data, 911 data, and building footprints to assist in protecting people and their property and establishing a sound floodplain management program.

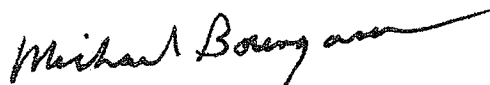
Once FEMA confirms the proposed Phase 2 Risk MAP project cost-share requirements have been satisfied, the Washington County FIS Update is expected to begin October 1, 2015 and culminate December 31, 2016 with the delivery of draft FIRMs for community review.

During the community review of the draft FIRMs, ANRC and FEMA will work with the communities to confirm their agreement to proceed to Risk MAP Phase 3, which involves converting the draft FIRMs to formal preliminary FIRMs for publication and public review, and the subsequent regulatory processes required for FIRM adoption. Risk MAP Phase 3 is funded entirely by FEMA. This process generally takes approximately 1 year and will be initiated once the communities, ANRC, and FEMA agree to move forward.

The community participation and commitment to Risk MAP is extremely important, especially during the critical FIS Update engineering and mapping production phase. By collaborating on the engineering and mapping phase, FEMA, ANRC, and our community partners have the opportunity to develop a relationship whereby we all can take ownership of the FIS update process and participate in the development and delivery of quality final products.

We need to complete our grant application, which includes documentation confirming that we have secured our cost-share commitments, by August 21, 2015. Therefore, we respectfully request your confirmation of your level of participation on/before August 20, 2015.

Sincerely,



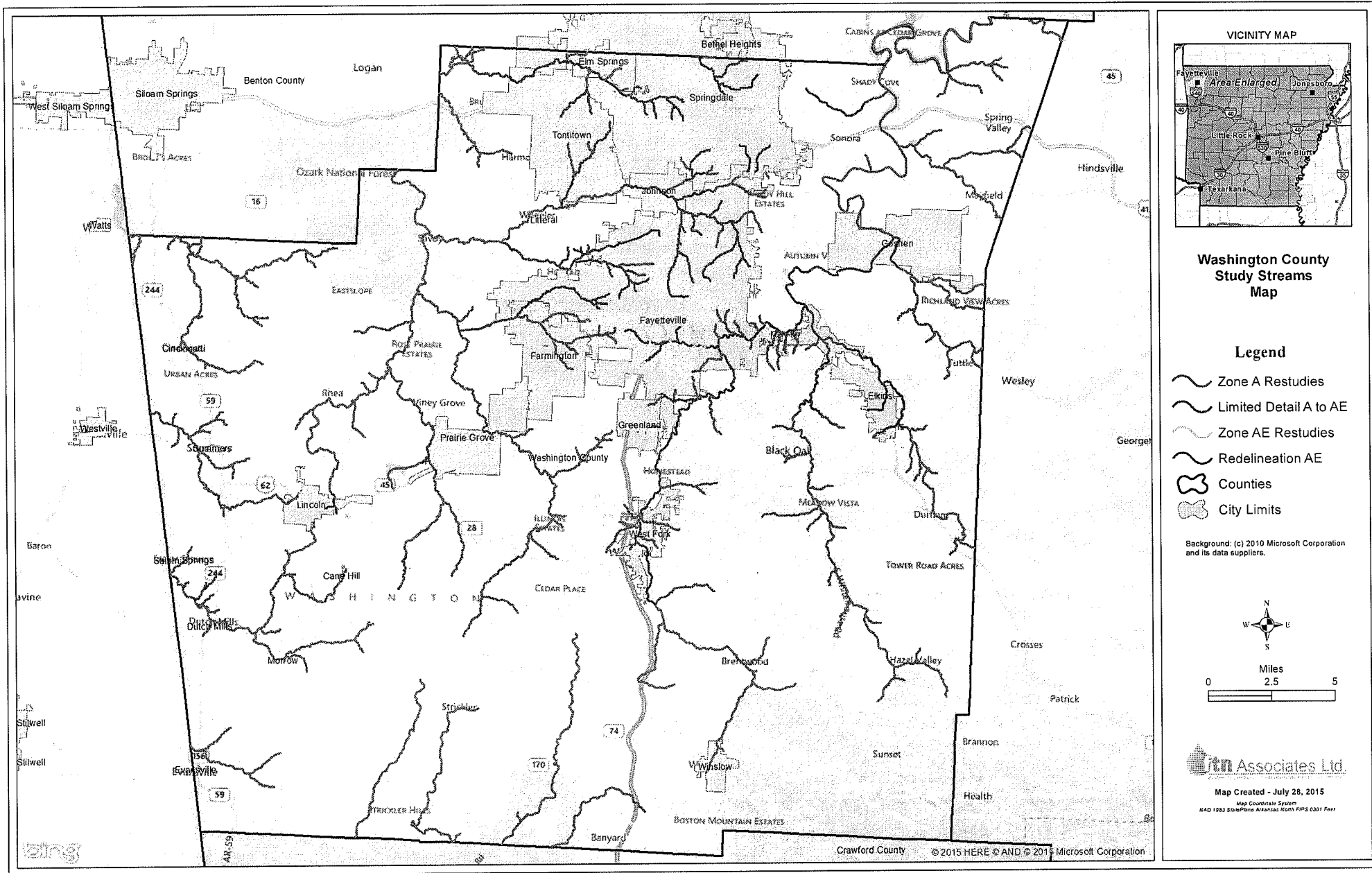
Michael Borengasser, CFM
NFIP Coordinator
Arkansas Natural Resources Commission

Enclosures: Summary of Stream Names and Mileage
Washington County Study Streams

Cc: MaryBeth Breed, FTN Associates, Ltd

Summary of Stream Names and Study Method Mileage – City of Fayetteville

ID	Flooding Source Name	Current Study Method (Approximate, LDS, Detailed)	Proposed Study Method (Approximate, LDS, Detailed)	Total Mileage (miles)
1	Cato Springs Branch (upstream of S. Shiloh Dr)	Approximate	Detailed	1.1
2	College Branch	Approximate	Detailed	1.1
3	Cummings Creek	Approximate	Detailed	0.8
4	Cummings Creek Tributary	Approximate	Detailed	0.4
5	East Fork Cato Springs Branch	Approximate	Detailed	1.4
6	Spout Springs Branch	Approximate	Detailed	0.5
7	Town Branch Tributary 1	Approximate	Detailed	0.7
8	West Branch	Approximate	Detailed	0.3
9	Unnamed Tributary to Town Branch (West of S. Morningside Dr)	Approximate	Detailed	1.0
10	Unnamed Tributary to Town Branch (East of S. Morningside Dr)	Approximate	Detailed	0.5
11	Futrall Branch	LDS – Zone A	LDS – Zone AE	1.4
12	Kitty Creek	LDS – Zone A	LDS – Zone AE	0.8
13	Owl Creek	LDS – Zone A	LDS – Zone AE	0.8
14	Skillern Branch	LDS – Zone A	LDS – Zone AE	1.2
15	Skillern Tributary	LDS – Zone A	LDS – Zone AE	1.0





MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jonathan Curth, Development Services Director
DATE:
SUBJECT: Resolution to study and rezone the extents of the 71B Corridor Plan: Submitted by CITY STAFF requesting City Council reaffirmation of support for implementing the 71B Corridor regulating plan in pursuit of an overall zoning strategy for the corridor.

RECOMMENDATION:

Staff requests City Council reaffirm support for the 71B Corridor Regulating Plan as a precursor to implementing the work program and submitting a rezoning proposal.

BACKGROUND:

In late 2017, Fayetteville's Planning Commission recommended in favor of updating City Plan 2030, Fayetteville's comprehensive land use plan. As a part of this, the Commission solicited a parallel project, the detailed corridor study of state highway 71B. Within the year, Fayetteville's City Council expressed their support for the study and subsequently approved a contract for a scope of work.

Following parcel-by-parcel analysis, community engagement, and Planning Commission evaluation, Tomorrow's Corridor: Rethinking 71B was created. The plan's work program was presented to City Council on December 17, 2019, where it received unanimous approval (Resolution 308-19, attached). This approval included direction to proceed with plan implementation that emphasized reconstruction of the streetscape and evaluation of existing zoning districts along the corridor.

Subsequently, on July 6th, 2020, the Arkansas Department of Transportation transferred ownership of Highway 71 Business to the City of Fayetteville from its junction with S. Fulbright Expressway to its junction with N. Fulbright Expressway (attached). This transfer allows the City approval authority for improvements to this portion of 71B and has resulted in several completed and upcoming projects that include:

- **Nelson Hackett Ave. Safety Improvements (*complete*):** Focused on the intersection of College Avenue and Rock Street along with signal installation at South Street and Hackett Avenue and reconfigured striping.
- **College Ave. & North St. Intersection (*coordinating with adjacent development*):** Addition of a westbound left turn lane, associated signalization timing, and pedestrian crosswalks with associated signals.
- **College Ave. between North St. & Sycamore St. (*pending final design approval*):** Modifications to

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

right-of-way include striping, accommodations for transit, elimination and consolidation of driveways, installation of medians, and potential inclusion of plazas, public art, lighting, and wayfinding.

- **Appleby-Plainview Connection (*in negotiation with property owner*)**: Extension of Rolling Hills Dr. westward to connect with a southward extension of Plainview Dr. and realigned Appleby Rd.
- **College Ave. & Millsap St. Intersection (*in environmental review*)**: Multiple intersection modifications including additional left turn lane capacity west of College Ave., installation of pedestrian crosswalks and signals, and realignment of lanes both west and east of College Ave. Additionally, a 2-lane street will connect eastward to the roundabout recently completed with the Sain Street bridge over Mud Creek.

Parallel to the development of these projects, the City of Fayetteville entered the COVID-19 pandemic period. Beginning in 2020, many services were curtailed to limit resident and staff exposure to contagion, and most meetings transitioned to a virtual format to maintain a safe continuity of government. While design work for the multiple 71B corridor street projects was able to continue, public engagement was paused. For implementation of the 71B corridor regulating plan, this most directly impacted the scheduled rezoning, particularly given its potential to impact hundreds of properties, businesses, and landowners.

DISCUSSION:

With a full three-quarters of the Fayetteville City Council turning over since the 2019 approval of the 71B Corridor regulating plan, staff seeks current councilmember reaffirmation of the work program. Implementation is anticipated to involve three primary stages: study, outreach, and review. With each step anticipated to involve sizable staff dedication, understanding the City Council's commitment to the project, albeit with acknowledgement of Council's discretion over the outcome, is important.

The rationale behind pursuing the 71B Corridor regulating plan at this time is manifold. First, and as mentioned above, subsiding concerns for health risks associated with COVID-19 have reopened the opportunity for the meaningful public engagement residents and business of Fayetteville expect. Second, completed and impending construction projects may catalyze redevelopment of many properties along 71B. Instead of revitalizing the corridor, these public improvements combined with the perpetuation of existing zoning can prolong the mono-culture of auto-dependent, land-consumptive, and purely-commercial development that the corridor has seen for decades, but conflicts with long-term community visions. Lastly, as the recently-completed Fayetteville Housing Assessment indicated, the City is in need of housing in close proximity to jobs and services, and ideally along existing infrastructure where Fayetteville's fiscal solvency is more secure relative to peripheral, sprawling development. In staff's estimation, the extent of 71B, from North College Ave. to South School Ave., represents precisely this.

BUDGET/STAFF IMPACT:

ATTACHMENTS: SRF (#3), Resolution 308-19 (#4), ArDOT Highway System Changes - US Hwy 71B - Fayetteville (#5), Final 71B Corridor Plan - Regulating and Implementation (#6)

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113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1318

Resolution to study and rezone the extents of the 71B Corridor Plan: Submitted by CITY STAFF requesting City Council reaffirmation of support for implementing the 71B Corridor regulating plan in pursuit of an overall zoning strategy for the corridor.

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR THE 71B CORRIDOR REGULATING PLAN AND WORK PROGRAM

WHEREAS, in late 2017, the Planning Commission recommended updating City Plan 2030, Fayetteville's comprehensive land use plan, and also solicited a parallel project involving a detailed study of the Highway 71B corridor; and

WHEREAS, the City Council expressed its support for the study and subsequently approved a contract for a scope of work; and

WHEREAS, on December 17, 2019, the City Council approved Resolution 308-19 which authorized the implementation of a plan that emphasized reconstruction of the streetscape and evaluation of existing zoning districts along the corridor; and

WHEREAS, on July 6, 2020, the Arkansas Department of Transportation transferred ownership of Highway 71B to the City of Fayetteville from its junction with S. Fulbright Expressway to its junction with N. Fulbright Expressway which has allowed the City to make improvements to this portion of what is now College Avenue and has resulted in several completed and upcoming projects.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its support for the 71B Corridor Regulating Plan and work program.

City of Fayetteville Staff Review Form

2023-1318

Item ID

12/5/2023

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

Jonathan Curth

11/17/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution to reaffirm support for the 71B Corridor work plan's zoning strategy: Submitted by CITY STAFF requesting City Council reaffirmation of support for implementing the 71B Corridor regulating plan in pursuit of an overall zoning strategy for the corridor.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



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

Resolution: 308-19

File Number: 2019-0792

ADM 19-6652 (71B CORRIDOR PLAN):

A RESOLUTION TO APPROVE A WORK PROGRAM TO IMPLEMENT THE 71B CORRIDOR PLAN

WHEREAS, On February 6, 2018, City Council passed Resolution 50-18 approving a work program to update the City's comprehensive land use plan as recommended by the Planning Commission; and

WHEREAS, the 71B Corridor element was further authorized by City Council on June 19, 2018 with the passage of Resolution 136-18 which included the scope of work and contract for the 71B Corridor project; and

WHEREAS, the 71B Corridor Final Master Plan Document, Illustrative Plan, Transportation Framework, and Regulating Plan were developed with extensive input from citizens, the Planning Commission, City Council members, staff, and numerous other stakeholders; and

WHEREAS, on November 12, 2019, the Planning Commission unanimously recommended that the City Council approve a work program to implement the details of the 71B Corridor Plan including construction of improvements shown in the plan and rezoning and associated regulating plan to be initiated by the Planning Commission taking into consideration the comments and recommendations set forth in the Planning Commission memo attached to the agenda packet.

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

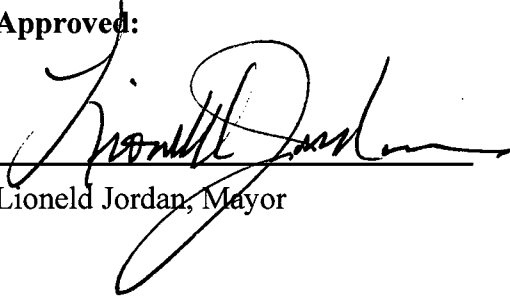
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan

to proceed with a work program to implement the infrastructure improvements recommended in the 71B Corridor Plan, a copy of which is attached to this Resolution.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Planning Commission to proceed with a program to advise the City Council regarding rezoning along the 71B Corridor and the implementation of the associated regulating plan as recommended in the 71B Corridor Plan.

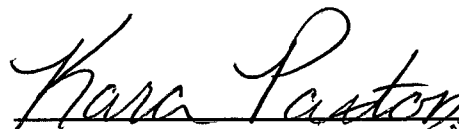
PASSED and APPROVED on 12/17/2019

Approved:



Lioneld Jordan, Mayor

Attest:



Kara Paxton, City Clerk Treasurer

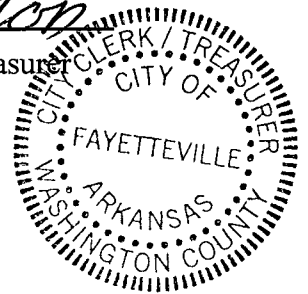


Exhibit 'A' (pg. 1 of 3)

Amendment to Resolution for 71B Corridor Plan

- Amend the short-term work program to execute a comprehensive transit planning effort. This effort will include but not be limited to the following:
 - Coordinate with transit providers, cities, Northwest Arkansas Regional Planning Commission and other stakeholders in the northwest Arkansas region to determine potential partnerships for a shared transit plan.
 - Design a scope of work for the plan.
 - Work with City Administration and Council to identify a funding stream.
 - Solicit a request for qualifications/proposals.
 - This effort should result in a plan providing action steps the City should take to be ready for transit such as public infrastructure priorities and identifying transit nodes.
- Insert the following text into Chapter 5 (Corridor Urbanism and 71B) of the 71B Plan document describing how the 71B Corridor Plan helps achieve the goals of the Fayetteville Energy Action Plan:

The following chart lists the goals and framework of the Fayetteville Energy Action Plan adopted by the City Council in on January 2, 2018. The second column of the chart provides a discussion of how the 71b Corridor Plan helps achieve these goals.

(see chart on pg. 3 of 3 of this Exhibit 'A')

IMPLEMENTATION

EXHIBIT 'A' (pg. 2 of 3)
AMENDMENT TO RESOLUTION FOR
71B CORRIDOR PLAN

	Short	Medium	Long
TRANSPORTATION AND STREET ENVIRONMENT Include reference to comprehensive transit planning effort here from Exhibit 'A'.	- College Ave redesign, North to Township - South School reconfiguration - Pilot Archibald Yell reconfiguration - College and Rock intersection - Appleby-Plainview collector - Vantage-Sain connection - Resolution of overhead relocation/burial options and timing	- College Ave redesign, Township to Millsap - Continued South Scholl upgrade with redevelopment - Permanent Archibald Yell reconfiguration - Operational BRT - East-west grid on North College - North College lane consolidation and greenway near Lake - Fulbright interchange alternatives study	- Complete Fulbright interchange and regional access plan, with connection to Mall Avenue. - Complete other aspects of transportation program. - Consider future transit needs and options in view of higher density development. - Redesign and funding for Fulbright interchange area
TRAILS/PATHS	- Poplar Bikeway upgrade - South School sidepath - South School to Walker Park connection	- Phase one of North to Township connecting paths - ROW reservations with development, Township to Millsap - Sublett Creek Trail	Complete shared use system of parallel connecting paths along College Avenue
REGULATORY	Discuss recommendations/convert to ordinance language	Evaluate and modify	
DEVELOPMENT FOCUSES	- Major retail centers first stage modifications - Restaurant District - Southgate redevelopment	- Site upgrades to major South School businesses and industries - Research Center area - Continued major centers development	Evaluate and modify land use and development concepts relative to changing context and conditions.
ATTAINABLE HOUSING Fayetteville Housing Authority	71B Development Corporation- - Moderate-income family housing on "farm" site - Transitional village at Seven Hills - Incentive structure for "missing middle" housing	- Sunbridge development area - Continued transitional development to the east of Seven Hills Homeless Center	Continue and improve development programs and make necessary adjustments

Exhibit 'A' (pg. 3 of 3)
Amendment to Resolution for 71B Corridor Plan

ENERGY ACTION PLAN GOALS AND FRAMEWORK	71b CORRIDOR PLAN RESPONSE
Cross sector	
• Reduce total housing and transportation costs to 45% of area median income • Develop and expand Fayetteville's reputation as a hub for socially and economically responsible business development, entrepreneurship, and green jobs • Build local support for national carbon emission reduction and carbon capture strategies	The 71B Corridor Plan (the Plan) includes housing as a major component and helps achieve this goal by integrating approximately 3,000 new housing units into the study area. By placing housing in direct proximity to this major transportation corridor and associated employment centers, residents' ratio of transportation to housing costs will be reduced. The plan embeds placemaking throughout the unique districts, and calls for preservation and adaptive reuse of structures and the existing built environment where feasible. This results in a fiscally responsible development pattern by utilizing existing buildings and the built environment as an asset. This furthers the City's reputation for socially and economically responsible business development. Extending the life of older commercial buildings can also result in lower cost rent; ideal for entrepreneurship and start-up businesses. As described in response to some of the other goals, the Plan directly combats climate change and reduction of carbon dioxide by increasing the percentage of non-vehicle and transit trips compared to single occupancy vehicle trips.
Buildings	
• Complete periodic feasibility analyses of building energy code updates • Achieve 3% annual reduction in overall energy usage by total building stock • Achieve 40% tree canopy coverage by 2030	One of the five broad principals the Plan is "Reality and Respect". This principal results in the preservation and adaptive reuse of buildings. Demolishing existing building and re-building new buildings is extremely damaging to the environment on many levels including a huge consumption of energy and materials (compared to renovation). The Plan unlocks a vast area of streets, greenways, trails, and parking lots for tree planting, helping achieve the tree canopy coverage goal.
Energy Supply	
• Achieve 100% local government clean energy by 2030 • Achieve 50% community-wide clean energy by 2030 • Achieve 100% community-wide clean energy by 2050	The Plan incorporates a series of multi-use trail systems paralleling the 71B Corridor, often on both sides of the roadway. This will help the city increase its ratio of community-wide clean energy as the trail system will accommodate clean micro-transit such as e-scooters and e-bikes.
Transportation	
• Reduce per capita vehicle miles traveled to 2010 levels by 2030 • Achieve 25% bike/walk/transit mode share by 2030	The Plan envisions and includes implementation steps to invest millions of dollars in creating a multi-modal transportation system. This includes miles of sidewalks, trails, and a transit ready corridor. This framework is intended to directly reduce per capita vehicle miles traveled and achievement of an increase in bike/walk mode share.
Waste	
• Achieve 40% total waste diversion from the landfill by 2027	As stated in the response to the 'Building' goal, the Plan is rooted in preservation and adaptive reuse of existing buildings and conversion of parking lots into interior streets. This is in contrast to a planning philosophy that would aggressively demolish and rebuild buildings along the corridor. The Plan promotes not only a fiscally responsible development pattern, it furthers the City's waste diversion goals. Demolition results in obvious waste to the landfill. It also results in creating exponentially more greenhouse gas emission associated with new construction, compared with the greenhouse gas emissions associated with a full refurbishment.



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 | Phone: 501.569.2000

INTEROFFICE MEMORANDUM

July 6, 2020

TO: See Distribution List

SUBJECT: Highway System Changes

In Washington County, the City of Fayetteville has passed Resolution No. 218-19 agreeing to accept ownership and responsibility for Highway 71 Business from its junction with South Fulbright Expressway to its junction with North Fulbright Expressway. Arkansas Highway Commission Minute Order 2019-012 authorized the removal of this portion of Highway 71 Business from the State Highway System.

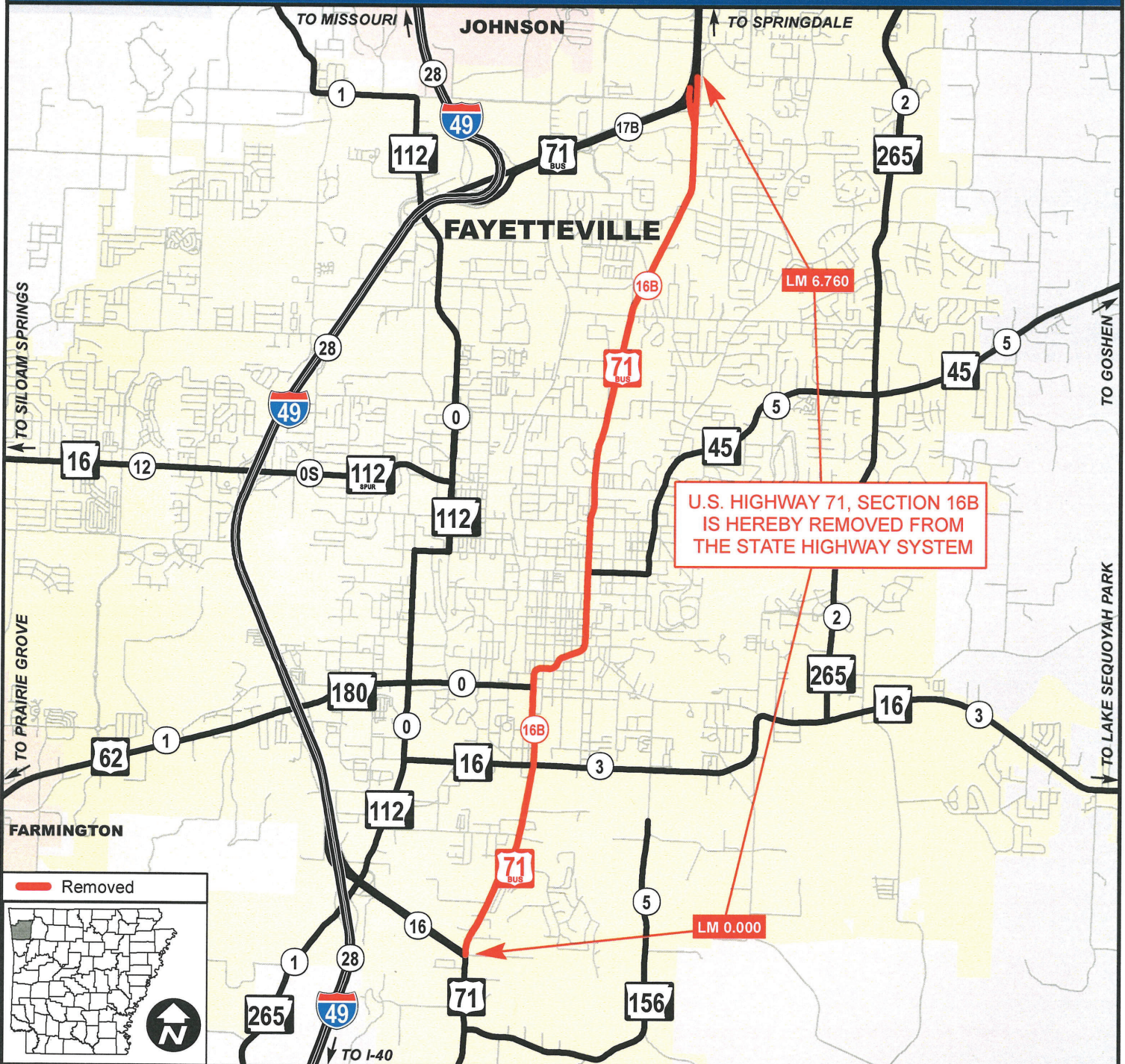
Therefore, U.S. Highway 71, Section 16B is hereby removed from the State Highway System. Please amend your records to reflect the changes shown on the attached sketch.

Emanuel Banks
Deputy Director and
Chief Engineer

Distribution List

Director
Deputy Director & Chief Operating Officer
Assistant Chief Engineers
Division Heads
District 4 Engineer
Highway Police – Permit Section
Public Information Office

CHANGES TO THE STATE HIGHWAY SYSTEM CITY OF FAYETTEVILLE WASHINGTON COUNTY



ROUTE & SECTION	MILES	
	OLD	NEW
U.S. 71 BUS, SECTION 16B	6.760	0.000
TOTAL CHANGE	-6.760	



0 0.75 1.5 Mile

SYSTEM INFORMATION & RESEARCH DIVISION 6-30-2020

AUTHORIZED BY ACTION OF
ARKANSAS STATE HIGHWAY COMMISSION

MINUTE ORDER NO. 2019-012

DATE January 9, 2019

EFFECTIVE DATE

APPROVED

7-6-2020
M. V. S. P.

7/THE REGULATING PLAN

Land development regulations are arguably the most frequently used, day-to-day tool in implementing a plan such as this one. Project decisions are made incrementally and on an individual basis. Aside from capital investments, though, the regulating plan provides the essential framework for implementation. This chapter provides a general guide for that framework for future zoning, site development, and future policy decisions on the 71B corridor. It refers to and corresponds directly with the Illustrative Plan and Transportation Framework Plan which are part of this overall plan document.

INTRODUCTION AND ORGANIZATION

This chapter establishes principles and recommendations for a regulatory program that will help move toward the mixed-use corridor urbanism envisioned by this plan. It is organized in three parts:

- A brief review of current zoning in the 71B study areas and an overall zoning concept that will encourage long-term implementation of the land use and development components of this plan.
- Recommendations for form-based and site design regulations that apply throughout the study corridor.
- Recommendations and directions that are specially adapted to each of the four character segments of the study corridor.

EXISTING ZONING AND POSSIBLE MODIFICATIONS

Overall Zoning Structure

Fayetteville’s unified development code (UDC) includes traditional use and intensity-based zoning districts, categories that reflect specific urban contexts, and a flexible, project-specific planned zoning district. Many of these districts have mixed use features that permit both residential and non-residential uses under appropriate conditions. The code also includes form-based elements that focus on establishing build-to lines to require strong street orientation, relate permitted heights to streets designated in the transportation master plan. In addition, two districts, the UT Urban Thoroughfare and DC Downtown Core districts are largely designed as form-based districts within specific geographic areas. The mixed use UT district, largely located in spots along College Avenue north of Maple Street to North Street, may be of special interest for other segments along 71B.

The zoning maps on page 113 illustrate zoning district categories in the study area, discussed in more detail below.

South School Segment, Cato Springs to Archibald Yell

The South School segment falls into several primary categories. The University of Arkansas Research Park and other land south of Town Branch Creek is typically in the I-1 zone, oriented toward intensive commercial and general industrial use. Some parcels along the street south of the creek

are zoned C-2 (thoroughfare commercial) and CS (community services). I-1 and C-2 do not permit the medium- and high-density residential uses recommended for parts of this area in the illustrative plan.

The mixed use clusters at the 15th Street and MLK intersections are appropriately zoned MSC (Main Street Center). These two intersections areas include the Mill District, the proposed redevelopment of the Co-op site on the southwest corner of MLK and South School, and the potential redevelopment of the 15th and South School intersection. The MSC category is consistent with the concepts introduced by the illustrative plan.

The balance of the South School portion of the study area is in the DG Downtown General category, a broad category that accommodates the mix of uses anticipated by the illustrative plan. However, some of the salvage, industrial, and heavy commercial uses currently in these areas appear to be nonconforming uses.

Archibald Yell: South School to Rock

This segment, adjacent to and south of the Downtown Core, is currently zoned MSC from Locust Avenue (both sides), a contiguous extension of the MLK and South School intersection; and DG north to Rock Street. Both are consistent with both existing uses and recommendations of the illustrative plan.

North College, North to Fulbright Interchange

Nearly all of the parcels fronting North College between North and the Fulbright Expressway interchange are currently zoned C-2 (Thoroughfare Commercial). This is a district largely designed for high traffic commercial corridors that have regional markets. As such, it is clearly appropriate to the North College status quo, but less compatible with the concept of a mixed use corridor concept, integrating residential with commercial, service, and employment uses. The R-O and higher-density RSF-24- and RSF-40 districts are transitional categories current and recommended use patterns.

Similarly, most private parcels and developments north of the interchange, including large format retail centers are also zoned C-2. While this would remain appropriate for most of the area’s long-term development, it does not accommodate potential mixed use redevelopment at the Northwest Arkansas Mall. Of existing zoning districts, C-3 zoning, used for mixed use buildings in the Uptown development along Steele Boulevard, is more consistent with the illustrative plan concept. However, C-3 does not necessarily generate the more nuanced and inter-related development

forms envisioned by the development framework and illustrative plans shown in Chapter Six.

Overall Zoning Strategy

While some of the study area’s zoning districts are consistent with the illustrative plan’s connected mixed use concept, others – most notably the C-2 district predominant along North College – do not provide the requisite flexibility. In addition, the existing form-based provisions in the Fayetteville UDC may not be complete enough to execute the corridor urbanism concept fully. For example, the different character and scale of subdistricts is not reflected in existing zoning tools. A revised zoning regime to consider includes:

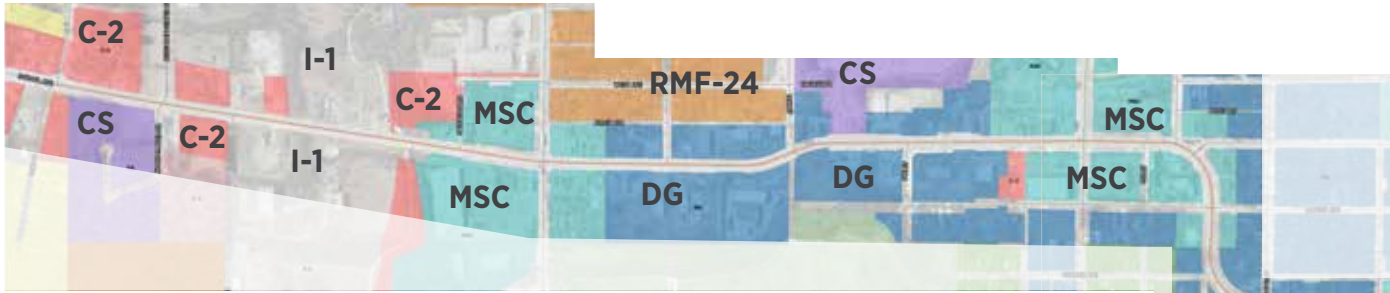
- A general base zone that covers the entire corridor and applies a limited number of strategic corridor-wide guidelines. This could be done under the UT Urban Thoroughfare category, augmented with form-based and site design guidelines that apply throughout the 71B study corridor. The UT district could have additional designators – UT-1, UT-2, and so forth – that apply to other major mixed use streets with different characteristics. Assume for purposes of this regulating plan that the current 71B study area is designated as UT-1.
- Within a future UT-1 category, individual requirements or guidelines would be established for each of the four character-based subdistricts identified in the illustrative plan.

CORRIDOR-WIDE GUIDELINES

The following items address policies and criteria that lead to the outcomes envisioned by the overall corridor plan. They are divided into two categories: on-corridor development, focused on elements that specifically affect the visual and development environment along the street; and transitional areas, considering the boundary conditions between and interaction between the corridor and its adjacent neighbors. These recommendations fall within three categories:

Policies are general guidelines that public and private decision-makers apply within development design and review processes, but can be difficult to quantify with specific numerical regulators.

Comprehensive Plan refers to policies, maps, and other specific measures that are incorporated as comprehensive plan elements and are typically implemented through capital investments.

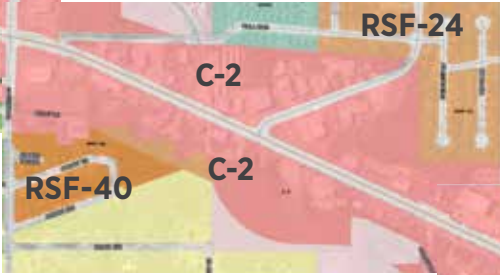


Existing Zoning: South School Avenue and Archibald Yell Segments, Cato Springs to Rock

Zoning					
R-A	Residential-Agricultural	RSF-16	Residential Single-Family - 16 Units Per Acre	I-2	General Industrial
RSF-3	Residential Single-Family - One Half Unit Per Acre	RSF-12	Residential Single-Family - 12 Units Per Acre	I-4	Industrial Extraction
RSF-1	Residential Single-Family - 1 Unit Per Acre	RMF-6	Residential Multi-Family - 6 Units Per Acre	R-O	Residential-Office
RSF-2	Residential Single-Family - 2 Units Per Acre	RMF-12	Residential Multi-Family - 12 Units Per Acre	C-1	Neighborhood Commercial
RSF-4	Residential Single-Family - 4 Units Per Acre	RMF-18	Residential Multi-Family - 18 Units Per Acre	C-2	Thoroughfare Commercial
RSF-7	Residential Single-Family - 7 Units Per Acre	RMF-24	Residential Multi-Family - 24 Units Per Acre	C-3	Central Commercial
RSF-8	Residential Single-Family - 8 Units Per Acre	RMF-40	Residential Multi-Family - 40 Units Per Acre	DC	Downtown Core
		I-1	Heavy Commercial and Light Industrial	UT	Urban Thoroughfare
				MSC	Main Street Center
				DG	Downtown General
				CS	Community Services
				NS-G	Neighborhood Conservation
				NC	Neighborhood Conservation
				PZD	Planned zoning districts - Commercial, Industrial, Residential
				PZD	Planned zoning districts - Commercial, Industrial, Residential
				PZD	Planned zoning districts - Commercial, Industrial, Residential
				I-1	Institutional



Existing Zoning: North College Segment, North Street to Fulbright Interchange



Regulatory are specific required items to be drafted as part of a UT-1 or similar district, adding special requirements and standards that apply to all parts of the 71B planning corridor.

ON-CORRIDOR DEVELOPMENT

- Each subdistrict within the corridor (as identified on the illustrative plan) defines and communicates its own character within the context of the larger 71B corridor. **(Policy:** Implementation by city and corridor organization)
- Adjacent subdistricts, and development within subdistricts, connect to each other through shared use paths, sidewalks, collector streets, and drives. These connecting points, identified in the Transportation Framework Plan, are respected with redevelopment or major retrofit projects. **(Regulatory:** Implementation by City)

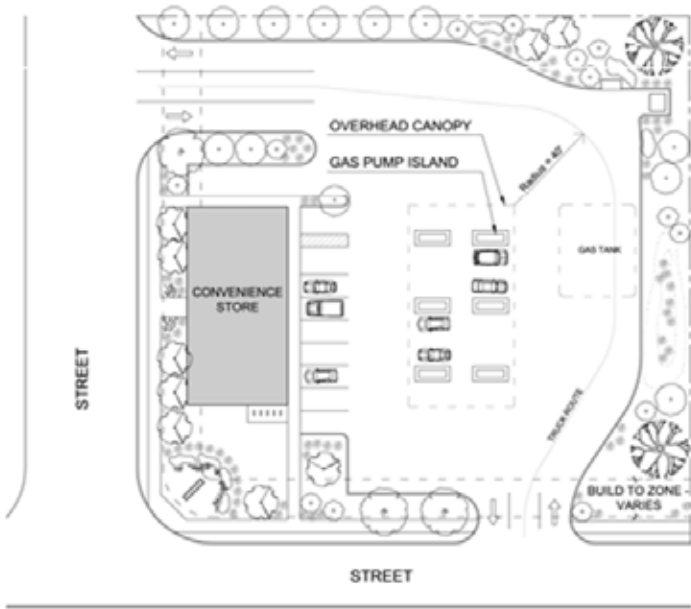
Vehicular

- The City’s Master Street Plan should be updated to reference the planned connections shown within the Transportation Framework Plan. **(Comprehensive Plan:** Implementation by City)
- The connections shown rely on forming a quality network of both public and private dedications/connections. **(Policy:** Implementation by City)
- Secondary connecting roads and drives may be built to current standard street sections shown in the Master Street Plan. Updates to the Master Street Plan should consider the nature and function of these local connections and apply sections specific to their contexts. **(Policy and Regulatory:** Implementation by City)
- For purposes of a future full regulating plan, private slip lanes and collector links may be considered as public street frontage for the purpose of placing buildings within build-to zones **(Regulatory:** Implementation by City)
- Multi-family parking may be addressed differently from that serving other types of development, reflecting differences in land planning, functions and adjacency, and specific contexts. **(Regulatory:** Implementation by City)

Active Transportation

- The City should update the Master Trail Plan to reflect proposed shared use path connections. **(Comprehensive Plan:** Implementation

Preferred Urban Layout



Example of minimum built street frontage for a corner lot taken from Chapter 164.06 of the City of Fayetteville’s UDC

- by City)
- New development projects should accommodate the proposed shared use trail network along the 71B corridor. Actual alignments may be adjusted to the design of the project, but must maintain continuity. **(Comprehensive Plan and Regulatory:** Implementation by City)
- All projects should provide direct, safe, and protected pedestrian connections to and from public sidewalks along the corridor. Projects should also provide direct connections when they are served by an adjacent trail segment. **(Regulatory:** Implementation by City)

Open Space

- Project design should locate, design, and manage stormwater management features (including retention and detention basins, swales, surface drainageways, constructed wetlands, and greenways) to both meet functional requirements and provide visual amenities,

Corner Lot



Preferred Urban layout for fueling station as shown in the City of Fayetteville’s UDC, 164.06

- entryway features, or opportunities for passive recreation. **(Regulatory:** Implementation by City)
- Minimize development within 100-year floodplains. When development occurs within these areas, require that development includes:
 - Features that prevent any impact including displacement, additional flows, or expansion of flood boundary lines on any property outside of the subject site and
 - A design that minimizes potential damage or impact to any habitable portion of any off-site building.
- Provide functional open spaces internal to developments that are defined by buildings, are observable to residents and workers in surrounding spaces, and have features and spaces that encourage activity and passive enjoyment by adjacent users. Follow CPED (Crime Prevention through Environmental Design) standards to ensure both security and active, productive use. Avoid undefined open spaces that do not have specific functions or goals for use by people.

Built Character

Build-to or setback lines

- When possible, projects should maintain a close relationship with and orientation to adjacent streets and public ways. Form-based standards contained within recent hybrid zoning districts should be implemented with new developments and retrofits along the corridor. **(Regulatory:** Implementation by City)
- Because of 71B’s large number of existing buildings with deep setbacks, it may not be possible or appropriate for all new buildings to be placed on build-to lines adjacent to or near streets. Where bulk, scale, internal drive connections, or other issues intervene, flexible methods in building siting should be applied, but deeper setbacks should be remediated by clear relationships to adjacent streets, public open spaces, and pathways. Surface parking between the 71B right-of-way line and facades facing 71B should be minimized. **(Regulatory:** Implementation by City)

Parking and vehicular accommodation within development

- The City of Fayetteville’s UDC currently has progressive parking and vehicular accommodation requirements that will serve the corridor well as it redevelops. Parking should be located behind and to the sides of buildings with build-to zone requirements. Parking standards as currently covered in Chapter 172 of the UDC should be utilized. **(Regulatory:** Implementation by City)
- Auto-oriented businesses such as fuel stations or drive-through establishments should adhere to the urban layout guidelines set forth in UDC Section 164.06 (E) to minimize their impact on 71B and other public streets. **(Regulatory:** Implementation by City)

Number of Stories

- The typical maximum height for buildings along the 71B corridor should be three to four stories. This may increase in specially designated areas. **(Regulatory:** Implementation by City)
- In selected urban nodes or sites within subdistricts, free-standing buildings up to seven stories (consistent with existing UT district standards) may be considered for compatibility with surrounding design character and impact on residential areas. Individual, isolated sites may tolerate up to ten stories. Examples of these nodes include Fiesta Square or the corridor segment between Millsap and the northern city limits. Most existing office buildings, hotels, and



Internalized parking within a multi-family development, New Orleans, LA

structures in this area do not exceed 5 stories in height. **(Regulatory:** Implementation by City).

Signage

- New development or redevelopment along the corridor should use wall or monument signage. **(Regulatory:** Implementation by City)

TRANSITION AREAS

Transitions between intensive corridor development and surrounding, lower-intensity neighborhoods and uses can present significant issues. These issues include noise, light, traffic, and building scale. Internal use and intensity transitions within mixed use (such as proximate commercial and residential uses) also must be managed. Typically, the most intensive and public settings are directly adjacent to the corridor. Properties farther from the 71B “main line” transition to a smaller scale residential pattern, particularly in the southern and middle subdistricts of the corridor.

A variety of planning tools are available to address use and intensity transitions within and outside of the mixed use corridors and a proposed UT-1 district should include requirements for managing these potential conflicts. Examples of transitional area treatments include:

- Near residential areas, prohibiting parking lots between public streets and buildings to reflect development patterns of adjacent residential development. **(Regulatory:** Implementation by City)
- Provide most parking within multi-family residential projects rather than between buildings and the street, thereby defining the street

edge with residential buildings. **(Regulatory through site plan review:** Implementation by City)

- Design lighting of commercial and industrial signage to minimize impact on adjacent residential areas. **(Regulatory:** Implementation by City)
- Avoid channeling traffic generated by higher-intensity uses to low traffic streets except as part of comprehensively planned, mixed use projects. **(Regulatory through site plan review:** Implementation by City)
- Make maximum use of internal cross-easements and shared access points between or within individual projects when possible. **(Regulatory:** Implementation by City)
- Use traffic calming techniques to reduce speeds between adjacent properties. **(Policy:** Implementation by City)
- Connect buildings on the site with internal streets, drives, and pedestrian connections and pathways to prevent unnecessary traffic in adjacent areas. **(Policy and Regulatory:** Implementation by City)

Transition tools such as landscaped buffers and step-downs in height and scale of buildings are already included in the UDC. Techniques to connect corridor development to surrounding areas should also be considered and include:

- In retrofits of larger-scale existing buildings or new construction, providing public spaces for interaction. **(Policy:** Implementation by City and property owners/developers)
- Using liner buildings along blank walls of commercial “boxes” with office, small-scale storefronts, or multifamily, possibly serviced by interior service alleys. **(Policy:** Implementation by City and developers)

But transitions are not just about managing and minimizing conflicts. Connectivity and mutual reinforcement of urban environments are fundamental values of the 71B concept. A successful corridor responds to the needs of both residents and businesses, and establishes a fabric based on connectedness. To this end, the plan advocates a circulation network that both improves internal links and connects the corridor to the rest of the city. Good transition techniques that provide connectedness without conflict include:

- Using public environments like public open space, interior streets or



Parking within a building footprint. Parking contained at or half a level below grade within the walls of the building support three levels of apartments above with minimal surface parking. (Wauwatosa, WI)



Screening parking with projecting storefronts. This concept on a significant street permits both at-grade parking and street-facing retail. (Iowa City, IA)



Parking bays separated by landscaped corridors. Requiring a landscaped separation between each three contiguous parking bays breaks up large expanses of parking when they occur. (Derby, KS)



drive aisles with a residential street character, and trail and greenway corridors to provide positive common ground between residential and commercial uses.

- Creating residential clusters and neighborhoods that connect to surrounding commercial development but have sufficient critical mass and common space to form an interior residential environment.
- Orienting commercial and residential service areas toward each other or locating commercial service areas to avoid impacts on residential neighbors.
- Establishing a gradient scale on projects adjacent to pre-existing single-family residential neighborhoods, stepping residential density or project intensity down from highest along the 71B corridor itself to lowest adjacent to low-density development. An approach to consider might be limiting new residential density to a specific increment (for example 200%) within 100 feet (or a typical lot depth) of pre-existing developed residential blocks.
- Managing the size and visibility of commercial signage, focusing signage toward the main corridor.

The City of Fayetteville’s implementation of good planning policies, strong site development design standards for multifamily and non-residential uses, and zoning districts with form-based components have addressed land use transitions along 71B. These districts and standards, paired with the transportation framework and illustrative plans within this study, will help ensure that the evolution of the 71B corridor also benefits surrounding parts of the city.

REGULATORY DIRECTIONS

Many of the regulatory items noted above will ultimately be incorporated into Fayetteville’s UDC as design standards or form-based elements within a possible UT or other format. This section presents more detailed approaches, implementing corridor-wide guidelines. It identifies objectives and provide sample language and quantitative factors that can provide a starting point for discussion and negotiation.

PARKING

Objective: Minimize amount and visibility of surface parking from 71B.
Potential approach:

- In new development, surface parking should avoid or minimize a location between the street facade of a building and the 71B corridor. If permitted, surface parking should not cover more than 25% of the area of the streetyard along 71B (the area of a rectangle between the street facing facade and the right-of-way line).

Objective: Minimize the amount and visibility of parking serving multi-story structures. *Potential approaches:*

- Multi-story buildings, typically with residential and office uses on upper levels, should maximize opportunities to locate their parking within the building footprint or a parking structure.
- At least 50% of the exterior of parking along and visible from 71B or

intersecting streets included in the city’s Master Street Plan should be screened at street level by another building (such as a retail storefront), earthwork with landscaping (such as a landscaped berm), or a facade similar in design to the rest of the building.

- Maintain flexibility to modify parking standards on an individual basis when a project demonstrates that its potential density, special urban design features, or building and site design quality provide benefits that compensate for reduced screening or landscaping.

Objective: Reduce the scale and impact of lots, minimize heat island effects, and provide more effective interior storm water management.
Potential approaches:

- In surface parking lots, provide a landscaped corridor of at least 20 feet for every three contiguous parking bays. A parking bay is defined as one or two strips of perpendicular or diagonal parking and the drive aisle that serves them. The landscaped corridor should include stormwater management techniques such as rain gardens.
- For surface parking lots with a capacity of 50 or more spaces, provide permeable pavement for at least 50% of paved area.
- Divide parking lots with a capacity of 150 or more spaces into parking blocks of not more than 75 stalls, separated by landscaped corridors.
- For parking lots with 100 or more stalls, provide deciduous tree cover that shades a minimum of 25% of the paved area of the lot. Specific crown diameters for acceptable trees will be established in the UDC.

ACCESS MANAGEMENT

Objective: Minimize number of curb and driveway cuts along 71B to reduce conflict points and traffic friction along the corridor and improve connectivity for pedestrians and personal mobility modes. *Potential approaches:*

The design of existing surface parking lots should be modified as follows:

- Replace existing direct access from parking facilities to 71B with access from available intersecting streets whenever possible, provided connections to these streets have full access in both directions.
- When intersecting streets are not available, provide shared,

continuous drive aisles, slip lanes, and other techniques to connect parking lots serving different properties to minimize points of direct access to 71B.

- In order to provide full access, mid-block direct driveway accesses to 71B on opposite sides must be aligned with each other. These accesses may be provided at median cuts with protected left turns or at least 150 feet from intersections on sections with two way turn lanes.

CONTEXT-SPECIFIC BUILDING SCALE

Objective: Establish building scale and form appropriate to different settings along the 71B corridor. Potential approaches:

- Establish a maximum, uninterrupted building length of 200 feet along the North College Avenue segment between North Street and the north city limits; 100 feet along the Archibald Yell segment between Rock Street and Martin Luther King Boulevard; and 150 feet along the South School Avenue segment from the MLK Boulevard intersection to Cato Springs Road. Provide flexibility to waive or expand these maximums for comprehensively planned projects on large sites in excess of five acres. These projects should demonstrate features that reduce the impact of larger buildings and increase their facade variety and quality.
- Establish a typical maximum height of four stories over grade level along South School Avenue between Cato Springs Road and MLK Boulevard and along North College Avenue from North Street to the north city limits. Establish a three-level maximum for any development along Archibald Yell between MLK Boulevard and Rock Street.
- Reduce the typical maximum height by one story for any building within 150 feet of any RSF or NC District. However, no reduction under this guideline should establish a maximum height less than three stories above grade level for any building.
- Increase scale and height levels at strategic locations including the Fiesta Square area, the Northwest Arkansas Mall site, potential development areas opened up as part of a modification of the Fulbright Expressway interchange, the former Co-op site, and key intersection nodes. Potential maximum building heights should be consistent with those of the UT District, with the exception of up to ten stories on any sites that would be made available by modifications of



Step-back building concept at Urban Place nodes. The possible regulation permits a two (rather than three)-story minimum height at the building line, provided that the project includes a higher building, consistent with UT requirements, behind.

the Fulbright Expressway intersection. Node locations are identified in the subdistrict recommendations shown in the following section.

PLACEMAKING AT URBAN NODES

Objective: Define Urban Place Intersections at key locations, where higher densities are established for new projects and a context-specific street definition is required. Potential approaches:

- Define key urban place intersections along the 71B corridor. Candidate urban places include intersections of 71B with 15th Street, MLK, Sycamore, Township, Rolling Hills, and Millsap.
- For new development at urban places, establish a build-to zone that defines the corner while providing room for amenities, including a corner place and transit accommodations. A reasonable build-to zone would include a maximum setback of 25 feet from the curb line of 71B and intersecting major streets.
- For new urban place intersections, require a three-story minimum height and up to a maximum as provided by the UT Urban Thoroughfare district. A step-back building is permitted with a two-story component on the build-to line, stepping up to a higher building block behind (see accompanying illustration).



- New development should provide space for an urban corner amenity, incorporating landscaping, street furniture, special lighting, or other features. Site design at potential BRT station stops should provide adequate space to accommodate pedestrian circulation, a transit station or shelter, and related amenities.

ACTIVE TRANSPORTATION CONNECTIVITY/ORIENTATION

Objective: Provide connectivity and utility for pedestrian, bicycle, and personal mobility devices. Potential approaches:

- Site plans for new development projects should provide access and easements as required for shared use paths and roadways, generally as provided in Transportation Framework. Flexibility in routing through a site should be permitted, provided that overall performance standards for directness, safety, and experience are met.
- Developments with frontage along 71B should provide front facades with direct, safe, and secure pedestrian connections from the public sidewalk to the building entrances.
- Buildings adjacent to a shared-use path identified in this plan should provide a finished facade to the path and a direct, safe, and secure connection from the path to the adjacent building.
- New developments should include construction of a six-foot sidewalk segment along 71B, consistent with city standards and overall street design concepts.

CORRIDOR CONTEXTS WITH COMMENTARY



Google Image

Hobby Lobby Shopping Center/Harold and Lee Street Area along the eastern side of the corridor

The above image illustrates a service and delivery area behind a commercial development adjacent to existing residential neighborhoods across a street. The view and feel of this transition area could be upgraded by adding landscaping, re-orienting the service area, and other design techniques.



Google Image

View looking east toward 71B Street from the location of a residential lot on the north side of East Harold Street.

This office building, an adaptive reuse of a former fire station, is highly compatible with the surrounding residential area. Contributing factors include scale of the building, relationship of the structure to the street, mature vegetation, an attractive and transparent building façade, and parking orientation.



Google Image

Car wash and service on North Lee Avenue

Mature trees, pedestrian elements, and the orientation of an auto-oriented business help create an acceptable transition environment from commercial to residential.



Google Image

Classic motel in Midtown segment of North College Avenue

Topographic changes along the east side of 71B in the midtown area provide a substantive natural transition zone with vertical separation between the commercial and residential areas. However, this same topography also impedes traffic and pedestrian connectivity between North College and neighboring residential areas.



Daisy Exchange retail store at the Northwest corner of East Sycamore and North College Avenue.

Recent development along the corridor is more street- and pedestrian-oriented than older developments along the corridor.



Zoning Transition on the Northwest Corner of College and Sycamore

Over the past 5 years, the City has implemented hybrid zoning districts with form-based components that help ease transitions from more to less intensive uses. In the example of East Sycamore shown above, the C-2 district prevalent along College Avenue transitions through the CS Community Services mixed use zone and the medium-density residential RI-12 Residential Intermediate-12 (12 units/acre) district.

Midtown



Evelyn Hills Shopping Center (above left), the city’s first major multi-tenant center displays a number of significant issues that a retrofit consistent with the guidelines addressed in this section would address. These include the lack of a continuous pedestrian connection between the College Avenue crosswalk and the center’s pedestrian way; lack of clear circulation through in the parking lot, and lack of relationship to new residential development on the east. ***Recent multi-tenant commercial building at Sycamore and College***, while still a single-use project, displays much better pedestrian access and provides an urban place at the corner.

South Fayetteville



The Varsity House Apartment complex along 71B in south Fayetteville addresses the pedestrian environment and street edge along South School, transitioning to a more typical apartment layout to the west. This development is also in the mixed use Community Services (CS) zoning district, which permits a range of residential densities and low-intensity commercial along with some form-based components.

The Mill District is evolving as a strong mixed use node, consistent with the concept behind its form-based, mixed use MSC Main Street Center district. This district provides the flexibility for innovative projects like the Mill adaptive reuse and the planned redevelopment of the Co-op shown in the background of the above photograph. MSC sets up the concept of concentrated, strategic nodes at major points along the corridor.

North Fayetteville/Mall District



Much of the ***North Fayetteville*** area is dominated by large format retail buildings, deep setbacks, extensive surface parking lots, and disengagement from the street environment. These are permitted within the prevalent C-2 Thoroughfare Commercial zoning district. However, other models in and around this part of the study area provide components useful for types of different development. Nelson’s Crossing, illustrated above, breaks up parking, provides a good pedestrian environment, articulates its building, and includes interior streets. While outside of the immediate study area, the Uptown development along Steele Boulevard, zoned C-3, provides a vertical mixed use model that can be adapted to the Mall site with its oversized parking lots. Uptown presents to the street, follows a build-to line, includes both on- and off-street parking, and enhances the street environment with human-scale elements.



DISTRICT SPECIFIC REGULATING FRAMEWORK

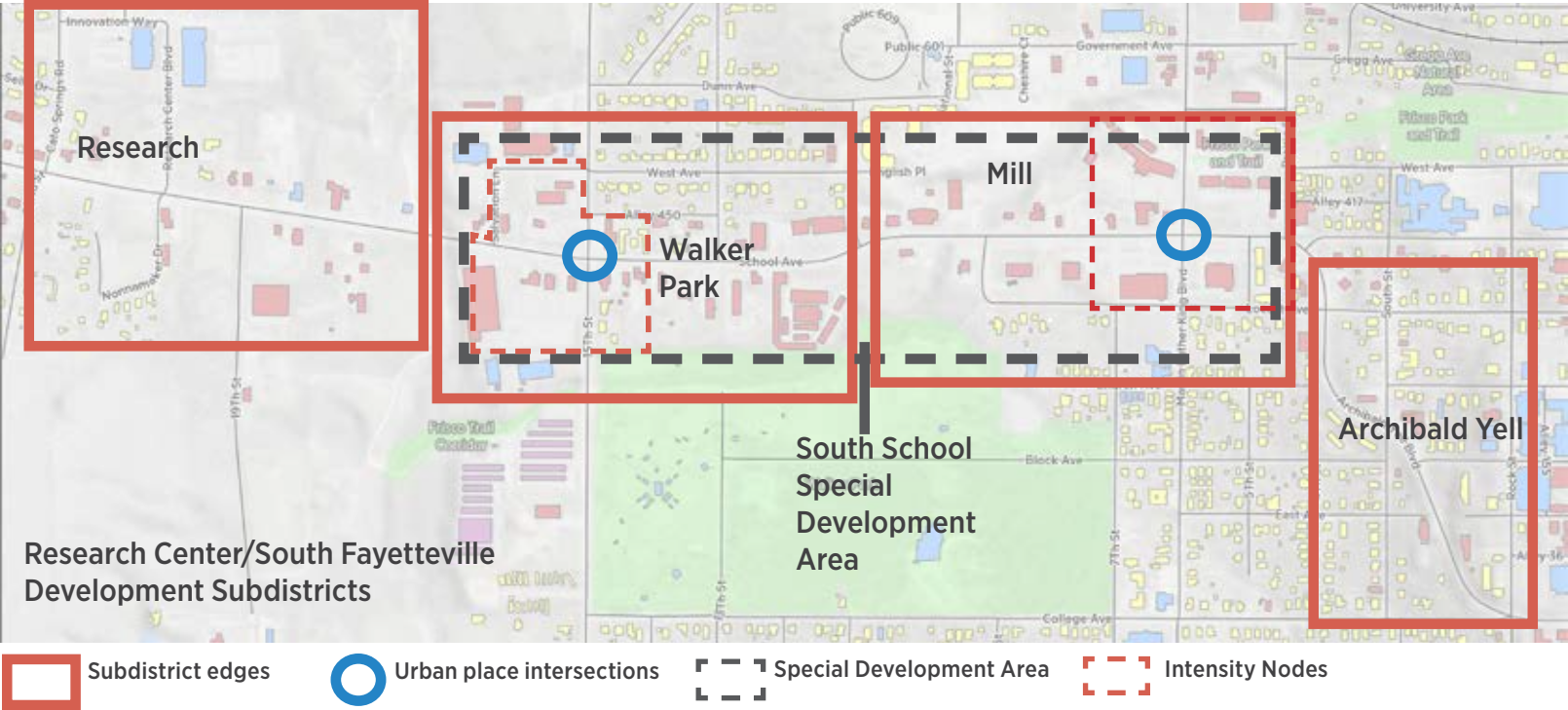
The previous section describes an urban design framework that generally applies throughout the 71B corridor. A central principle of this framework recognizes the individual character of different parts of the corridor, and a successful regulating program should also reflect these differences. The framework plan presented in Chapter Six views the study area as four related but distinct segments: Research Center/South Fayetteville from Cato Springs to Rock; North to Township; Township to Millsap; and Millsap to the northern city limits. The 71B segments outside the scope of this study – the Downtown segment from Rock to Dickson and the central segment from Dickson to North – also follow this pattern of distinctive districts along the long corridor.

The 71B regulating plan recognizes how individual segments divide into subdistricts with characteristics that define them. The intention of this plan is to address these distinctions and provide a framework that both guides the drafting of a context-sensitive, flexible regulating program and practical land use and development designs that remain true to the unifying principles of the 71B corridor plan.

For each of the four segments, then, this section includes:

- A list of the distinguishing features and relationships that draft regulations and private and public developers should address.
- Regulatory guidelines that apply to the entire segment.
- A regulating program for each subdistrict within the segment.

RESEARCH CENTER/SOUTH FAYETTEVILLE: Cato Springs to Rock Street



FACTORS TO CONSIDER

- Lower in-line traffic counts along 71B than other corridor areas. Heavy traffic at the Martin Luther King intersection with significant congestion on the north leg.
- Town Branch Trail intersection with South School.
- Frisco Trail intersection with South School and MLK.
- Relatively high pedestrian use along the corridor, including a significant population without access to personal vehicles.
- Proximity to 7-Hills Homeless Shelter.
- Well-utilized public transportation area.
- Proximity to Walker Park.
- Redevelopment potential at intersections and along sections of the corridor, most notably from 15th Street to MLK. Need for a detailed study in this section.

- Rapidly transitioning district in both residential and commercial markets.
- Institutional and industrial presence, with substantial truck traffic.
- Proximity to Downtown, University and private student housing.
- Redevelopment potential at southern quadrants of School Avenue and 15th Street Intersection and along sections of the corridor
- Pending major redevelopment of former Co-op site at southwest quadrant of MLK intersection.
- South Fayetteville reputation for eclectic nature, wooded landscapes, and housing variety.

GENERAL DISTRICT DEVELOPMENT RECOMMENDATIONS

- Include retail, restaurants, and other types of commercial and mixed use that support urban nodes. Large projects may include a requirement for at least a modest amount of non-residential street level use.

- Encourage civic/Institutional uses such as schools, community centers, and others to keep new development consistent with the distinct character of the South Fayetteville District.
- Respect scale and maximize compatibility with existing single-family development east and west of the corridor in redevelopment and infill projects.
- Provide local bicycle and pedestrian connections to the existing regional trail system, concentrating on connections on the eastern side of the corridor and along and pedestrian access on and across Archibald Yell.
- Incorporate access management plans into new projects and potential retrofits.
- Update the Walker Park Neighborhood Plan and incorporate it into future area planning and implementation.
- In general, make extensive use of small and medium-sized structures that respect the relatively fine scale of South Fayetteville neighborhoods. Direct larger scale buildings to the Mill and Coop areas, where larger, industrial-type structures predominate, or to areas without an existing smaller-scale residential context.
- Encourage moderate density, family-oriented housing types through incentives on both the production and finance sides.
- Develop a detailed master plan for redevelopment of the corridor sector between and including 15th Street and Martin Luther King Blvd, the area with the most significant major redevelopment opportunities and needs.



RESEARCH PARK SUBDISTRICT (Cato Springs Road to Town Branch Creek and Trail)

- Allow mixed use and relatively high-density residential by right. Consider a requirement for predominately residential projects of more than three acres in site area to include retail or commercial uses within a minimum of 20% of their street-level floor area.
- Preserve existing key commercial establishments and encourage new projects to incorporate existing destination retail businesses.
- Execute the University of Arkansas’ Research Park master plan. Work with the University to maximize an urban building edge along its South School frontage.
- Require that development in this section include alternative transportation connectivity consistent with the illustrative plan, connecting new development areas with the Razorback Greenway and Town Branch Trail.
- Typically follow a build-to zone of 10 to 25 feet from the back of the proposed continuous sidewalk, sidepath, or Master Street Plan right-of-way along South School Avenue.



WALKER PARK SUBDISTRICT (Town Branch Creek to 11th Street)

- Continue implementation of the Walker Park Neighborhood Plan.
- Develop an urban intensity node at 15th and South School. On the southeast corner, provide strong corner definition and compliance with height, density, and placement regulation for nodes. Southwest corner should provide an urban place with landscape and street furniture. Any intensification or redevelopment of this site for another use should similarly provide a street-defining building.

On northeast corner with surrounding development, provide a corner place with landscape and street furniture, incorporating improved circulation and off-street parking for the iconic City Liquor store. Similar treatment should be applied to the northwest corner incorporating Nomad’s restaurant and music venue.
- Move toward transition of existing salvage and industrial uses to mixed use and moderate- to high-density residential development. Within proposed residential areas, include high-density, single-family forms, including small lot detached , single-family attached, and townhome configurations. In large projects, consider incorporating a requirement for a minimum percentage of a site to be devoted to these family-friendly urban housing forms.
- Maintain and enhance locally significant retail and food and drink-oriented businesses that help define the identity of the subdistrict.

- Establish requirements for pedestrian connectivity between existing retail businesses and centers, and between existing commercial and new mixed use developments.
- Eliminate encroachments of private circulation and parking on public right-of-way. Provide technical and limited financial assistance for site redesign that complies with these requirements.
- With redevelopment of the east side of the subdistrict, provide at least one additional connection across Spout Spring Branch to the existing Walker Park and regional trail system.
- For new buildings, follow a typical build-to zone of 10 to 25 feet from the back of the proposed continuous sidewalk, sidepath, or Master Street Plan right-of-way along South School Avenue.
- Establish at least one new high-visibility, signal-protected pedestrian and bicycle crossing in this subdistrict, located near the 11th Street intersection.



MILL SUBDISTRICT (11th Street to Prairie)

- Establish an urban intensity urban node at MLK and South School, permitting mixed uses and higher densities. Redevelopment of the southwest corner should follow urban node standards with street

defining buildings at appropriate scale with corner place features. Similar standards should apply to new infill development on the northwest corner. Urban place intersection standards should apply to existing commercial on the southeast corner. Existing landscaping on the northeast corner satisfies one element of an “urban place” consistent with these guidelines.

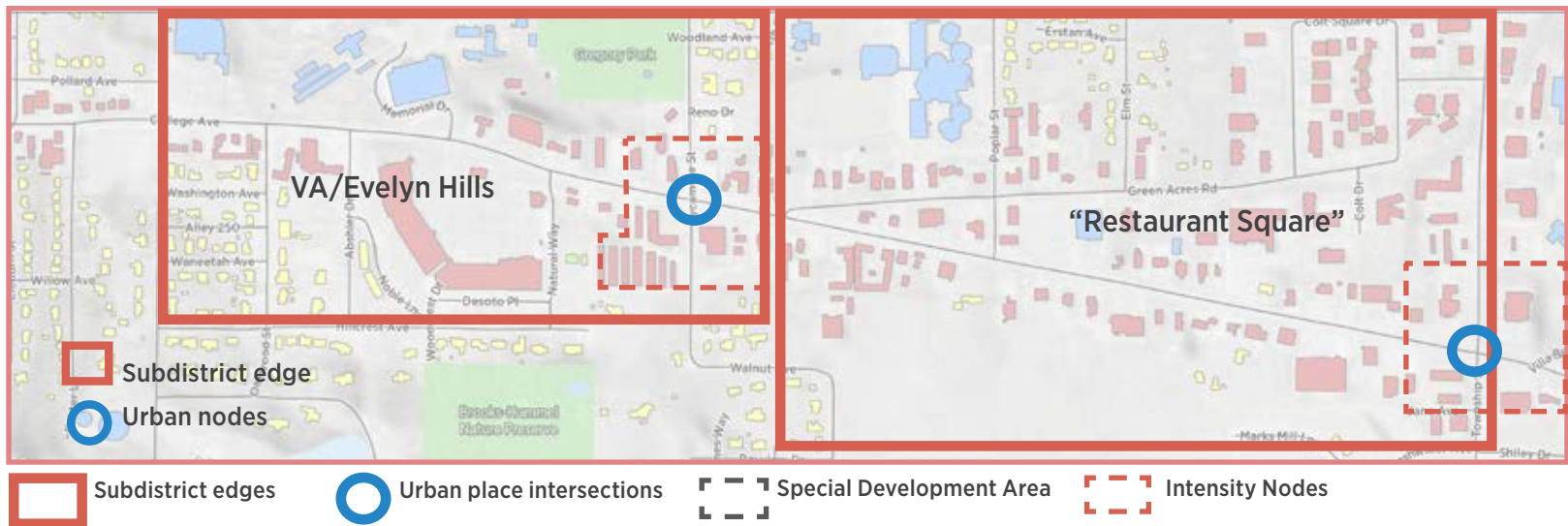
- Preserve existing destination-defining, commercial uses with expansion of commercial buildings with build-to zones that provide street definition and better pedestrian connection to sidewalks and sidepaths.
- Razorback Greenway provides a protected crossing of South School. Require continuous sidewalk and sidepath along the street.
- Require continuous sidewalks and sidepaths along South School with new development, connecting to the Razorback Greenway and its protected pedestrian crossing of South School.
- Eliminate encroachments of private circulation and parking on public right-of-way. Provide technical and limited financial assistance for site redesign that complies with these requirements.
- With adjacent properties, establish a continuous sidewalk to Prairie, which continues north along Archibald Yell.
- Reinforce 11th Street as a pedestrian connection to the National Cemetery. Accomplish this in partnership with adjacent properties at the 11th Street intersection by providing pedestrian routes and an improved street section.
- Establish a commercial/residential edge between South School and adjacent residential uses along Locust. In a regulating plan, define infill sites along Locust for moderate-density, attainable urban family housing



ARCHIBALD YELL SUBDISTRICT (Prairie to Rock Street)

- Use regulations to encourage small-lot single-family homes, built as detached, attached, or townhome units on potential redevelopment sites. Infill should be consistent in scale and density with the surrounding, largely single-family neighborhood. Density may increase on properties abutting Archibald Yell.
- Regulating plans should identify two commercial/non-residential or mixed use clusters on the north side between School to Locust; and the south side between South and Block. Include shared parking, vehicular access, and complete pedestrian accessibility within these clusters. One-story commercial is consistent with the scale and quality of these existing areas.
- Preserve other destination-defining commercial development, allowing growth and infill for additional single-family and small multi-family.
- With modifications to Archibald Yell, require dedicated space for planned pedestrian or bicycle access, with primary focus on the north side of the corridor. Dedications may require site modifications to avoid impact on existing businesses.
- Adjust build-to requirement to topography, but generally remain within 10 to 25 feet of the edge of roadway (where sidewalks are missing) or the back of the sidewalk/sidepath to maintain urban character.

VA/MIDTOWN SOUTH: North to Township



FACTORS TO CONSIDER

- Transition from a small block grid to mid-century development patterns with longer blocks and less street continuity. Topography reinforces this transition and works against connectivity
- Scull Creek Trail (Razorback Greenway) parallels 71B about 3/4 mile west, but not strongly connected to College Avenue corridor.
- Future destination of proposed Sublett Creek Trail.
- Large institutional presences of UAMS and VA Campuses.
- Evelyn Hills Shopping Center and neighborhood connections. Evelyn Hills is Fayetteville's original large multi-tenant retail center.
- City owned natural area north of Lake Lucille and future trail connection.
- Proximity to parks and schools, including Gregory Park. Wilson Parks, and Woodland Junior High
- Influence of University community and related housing.
- Redevelopment and infill potential along this section of the corridor.
- Drainage and related flood zone on western side of corridor.

GENERAL DISTRICT DEVELOPMENT RECOMMENDATIONS

- Recognize roles of local businesses, restaurants, and key medical/institutional uses. Provide a regulatory framework that recognizes their need for identity and access.
- Encourage visual and pedestrian linkages and parking lot cross-access to help fuse similar uses, such as locally-owned restaurants, into a unified "district."
- Apply urban density node requirements and standards to the Sycamore, Poplar, and Township intersections to the degree permitted by existing viable uses.
- Provide step-downs in use intensity, scale, and height in transition areas between the College Avenue corridor and adjacent, largely single-family development to the east and west.
- Require new development dedications or existing development retrofits to provide sidewalk continuity along College and the shared use path network proposed in this plan. Identify and establish right-of-way for major regional trail connections, notably connecting the Sublett Creek and Razorback Greenway via Poplar.
- Dedicate right-of-way to establish a fine-grained collector system.

that diverts some local traffic from College. When dedications have an impact on private businesses, provide technical design and limited financial assistance to modify existing site design.

- In cooperation with corridor businesses and coordinated with a 71B enhancement project, implement an access management program consistent with this plan and overall regulatory recommendations presented earlier in this chapter. Use the city's ability to manage full two-way access to properties to encourage a partnership that benefits businesses, customers, and the general public.
- Implement zoning modifications with a special district in the current UDC to establish build-to zones, reduce setback requirements, require pedestrian access from public corridors, and provide height, scale, and buffer transitions to lower-density, peripheral development.



VA/EVELYN HILLS SUBDISTRICT (North Street to Green Acres Drive)

- Implement a redesign plan for Evelyn Hills through a combination of a regulatory framework and public/private partnership. Basic regulatory components informing a redesign (illustrated in Chapter 6) include a protected pedestrian connection from College Avenue crosswalks, sidewalks, or other paths; division of large surface lots into defined parking blocks; interior streets with pedestrian access; and increased capacity for future high-density, mixed-use peripheral development.
- Incorporate a range of residential densities generally stepping down in density toward lower density adjacent development. Include provisions for semi-attached or townhome type development with access to common open space within or near the development.

- Educate and encourage business owners to utilize use unit 45, small-scale production, which allows non-retail boutique manufacturing and makerspace within commercial building shells.
- Address topographic barriers to pedestrian connectivity between developments by preparing and implementing a specific pedestrian access plan with alternatives to traditional street sidewalks. Require dedications or easements necessary to execute the active transportation connections proposed by the 71B plan.
- Establish new build-to zones that establish a maximum setback for buildings oriented to College Avenue, probably consistent with those of the UT district.
- Encourage both vertical and horizontal mixed-use in new development projects. Regulations for development forms and vertical mixed use should encourage a market-realistic minimum for street level commercial use. Development forms may allow single-level commercial components in the build-to zone as part of common developments, with adjacent or attached multi-story residential blocks set farther back from the street.
- Incorporate shared-use path connections to Woodland Junior High and Gregory Park in the site plans of projects adjacent to these facilities.
- Encourage a urban density node at Sycamore intersection. Contemporary development at three corners should provide corner places with landscape and streetscape features. Redevelopment of strip center site on northeast corner should provide strong corner definition and should comply with node height, density, and placement regulations.
- Use public right-of-way created by redesigning the Green Acres intersection to provide a central open space for adjacent residential and mixed use development. Regulations for developing surrounding properties should provide orientation and connection to this future community amenity.



RESTAURANT/TOWNSHIP SUBDISTRICT (Green Acres Drive to Township Street)

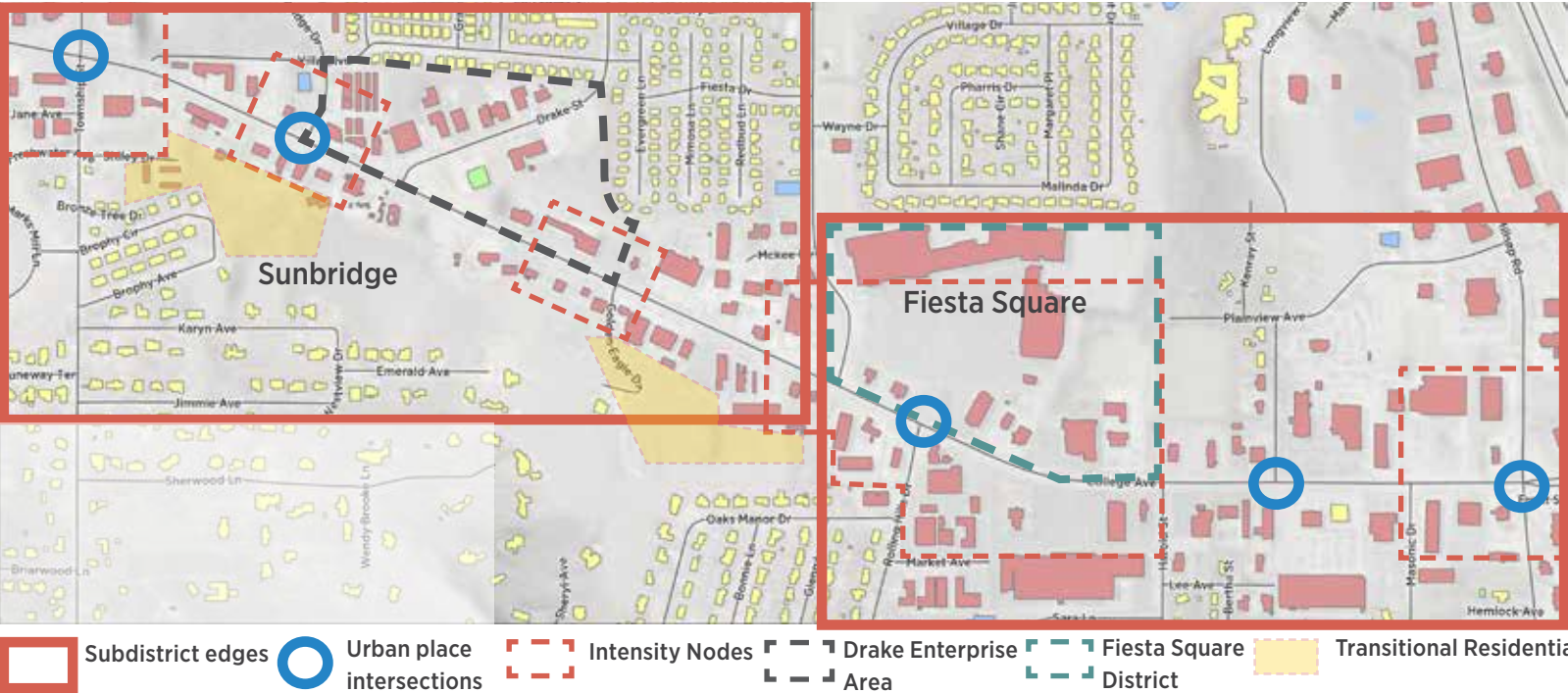
- Modify use regulations to phase out commercial uses with open displays such as vehicular sales and emphasize restaurants/food service, office, retail, and residential use.
- In this subdistrict, recognize patterns of single-level, free-standing restaurants in existing buildings. Specific regulations and guidelines for the subdistrict should:
 - Permit setbacks consistent with existing establishments for infill or replacement development in this segment; and
 - Require site plan modifications coordinated with future College Avenue improvements that provide shared access, parking lot cross-access using common drives and slip lanes, and pedestrian connectivity between buildings and to public sidewalks.
- Encourage and assist private site modifications with technical and limited financial assistance.
- Develop a public realm and branding program using tactical methods such as graphics, streetscape, and street section amenities such as landscaped medians and special lighting. Incorporate a protected midblock pedestrian crossing into a College Avenue improvement project to unify the subdistrict at a location between Poplar and Township.

- Require redevelopment between the terminus of the proposed and Poplar Street to dedicate a route to continue the Sublett Creek Trail to the Poplar Bikeway.
- Designate the floodplain west of College Avenue for public open space use. Development on the east side should not place buildings on the floodplain. Other development such as supporting parking must be designed to detain any stormwater flows that it generates.
- Develop primary urban intensity nodes at the Poplar and Township intersections. Develop urban places at Poplar’s southeast and northwest corners with landscape and streetscape features.
- Design buildings with strong corner definition, compliant with node height, density, and placement regulations. Existing development at Township is relatively recent, although any future redevelopment should similarly comply with node regulations. Minor site modifications may be required to accommodate future corner place enhancements and station stops for a bus rapid transit.



Divergence of Green Acres and North College. Redesign of this intersection to provide a 90 degree angle will both improve safety and create an open space “triangle,” a central commons that can serve neighboring residential development.

MIDTOWN NORTH: Township to Millsap



FACTORS TO CONSIDER

- All four corners of Township have recent development with substantial opportunity for redevelopment north of the intersection.
- Key business environment for local businesses of different scales.
- Importance of and potential for connections to the Razorback Greenway (Scully Creek Trail) to the west.
- Relative proximity to Gulley Park and near adjacency to The New School.
- Major possibilities for infill development on vacant ground, marginally occupied older shopping centers (east side from Harold to Masonic), or underused large parking lots (Fiesta Square).
- Importance of access management and secondary local circulation system.
- Overall a transitioning area with high redevelopment potential, but as

of today, primarily commercial in use.

- Challenging topography establishes a development edge on east side of the corridor along Rolling Hills.
- Sensitivity of adjacent neighborhoods north of Sunbridge on the west and Rolling Hills on the east
- Proximity to many office and work environments on/near Millsap.

GENERAL DISTRICT DEVELOPMENT RECOMMENDATIONS

- Recognize roles of local businesses and provide a regulatory framework accommodating their need for identity and access.
- Provide step-downs in use intensity, scale, and height in transition areas between the College Avenue corridor and adjacent, largely single-family development to the east and west. Use local street patterns, shared use paths, and greenways to help reinforce compatibility between large scale new development and low- and

medium-density residential areas.

- Establish regulations and potential future actions that improve compatibility of automobile dealerships and large outdoor displays with other commercial uses and potential new uses, including residential and mixed-use development.
- Establish a multi-dimensional local access system that includes a local access grid, continuous shared use path paralleling but separate from the main corridor, and continuous sidewalks along College Avenue. Through regulation and negotiation, ensure dedication of necessary right-of-way, including possibility of land trades for signal relocation and alignment of the local grid. Link the system to local streets, reducing exclusive reliance on College Avenue for access.
- Execute an access management program consistent with this plan and the overall regulation proposed earlier in this chapter.
- Ensure that ultimate zoning strategy accommodates residential and mixed-use development, improves street definition and increases development density by establishing a clear building line zone, and reduces the visibility and impact of parking and outdoor display areas.
- Apply intensity node requirements and standards to the Township, Sunbridge, Appleby/Rolling Hills, and Millsap intersections to the degree permitted by stable use patterns. Consider Longview for this status, depending on development demand.



North College Avenue looking north from Harold Street. Management of open auto display areas while respecting business needs will be an important challenge for the regulating plan.



SUNBRIDGE SUBDISTRICT (Township to Appleby)

- Modify use regulations to phase out commercial uses with outdoor displays on small lots such as vehicular sales, instead emphasizing restaurants/food service, office, retail, and residential use. This can be accomplished by establishing these as legal, non-conforming uses, with rights extended only to current owners and prohibiting expansion; or exploring the possibility of an amortization period allowing the use to continue for a set number of years (such as ten years).
- Use regulations and redesign of the Villa Boulevard intersection to help create a cohesive mixed-density, mixed use neighborhood between Township and Sunbridge, linking back to the Sunbridge Villas neighborhood. Establish transitional density residential zoning on the outside edges of the corridor development area and adjacent to or influencing the character of surrounding single family neighborhoods. Primary transitional areas, permitting small lot single-family and attached housing, are between Township and Sunbridge and southeast of the Rolling Hills intersection.
- Encourage both vertical and horizontal mixed-use in new development projects. Regulations for development forms and vertical mixed use should encourage a market-realistic minimum for street level commercial use. Development forms may allow single-

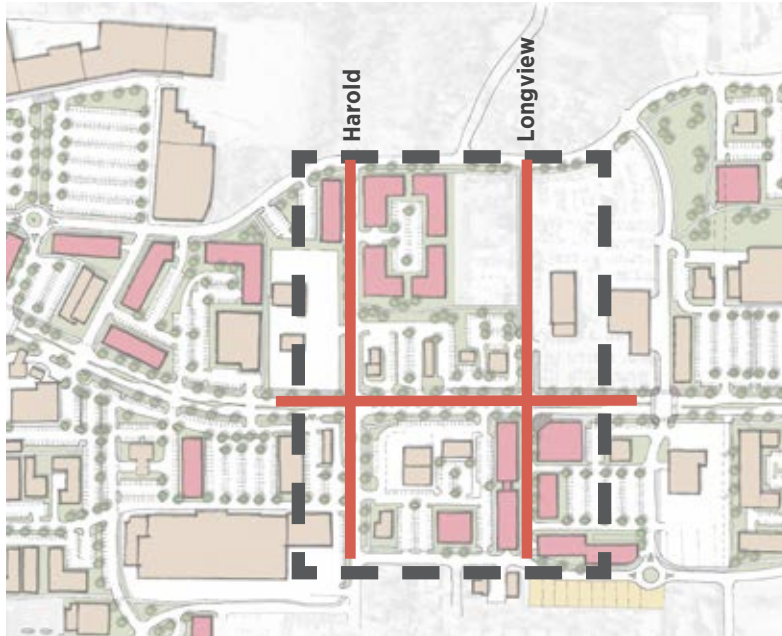
level commercial components in the build-to zone as part of common developments, with adjacent or attached multi-story residential blocks set farther back from the street.

- In new development projects, require dedication of easements or right-of-way for secondary collector and drive connections that supplement College Avenue for local access; and for the continuous shared use off-street path generally as proposed in Chapter Six.
- Incorporate access management, landscaping and public space, and redesign of parking lots to provide cross access into future improvements of College Avenue. Establish a regulatory framework that requires cross access, becoming effective in coordination with the adjacent street project.
- Create regulations for a Drake Street enterprise neighborhood, maintaining current permitted uses but also permitting workshops, custom fabrication, and other types of “makerspace” establishments. Define initial boundaries of the neighborhood as College to residential property lines along the east side of Sunbridge Villas and the Redbud, Mimosa, and Evergreen Lane cul-de-sacs, from Sunbridge to Golden Eagle Drive, Include a sufficient residential buffer along the western edge of the enterprise area.
- Establish build-to zones that establish a maximum setback for new buildings oriented to College Avenue. In addition to defining the street, this will make some sites on the east side of the street more developable.
- Establish Sunbridge as an urban intensity node, with mixed use development and corner places focusing on the southeast and southwest quadrants of the T-intersection. Encourage higher residential densities and building scale at this node. Establish a secondary node around protected mid-block pedestrian crossing at a point between Sunbridge and Rolling Hills.



FIESTA SQUARE SUBDISTRICT (Appleby to Millsap)

- Establish a Fiesta Square Special District with flexible regulations developed cooperatively with the property owner to produce a cohesive multi-building center. Provide flexible height regulations to provide both minimum scale and greater than normal maximums. Fashion the actual regulating framework around an adopted master plan.
 - Include dedication of right-of-way that to connect Appleby with Plainview and a continuation of Rolling Hills through the site.
 - Design new streets with a safe, protected path for bicycles, electric scooters, and other low-impact mobility devices. Integrate transit, including future bus rapid transit.
 - Develop urban streetscapes and sidewalk width along new streets.
 - Provide front entrance exposures to both College Avenue and the new Appleby/Plainview connection for new buildings with dual frontages. Develop urban corner places at the Rolling Hills entrance with build-to zones at or near property lines.
 - Require a minimum percentage of street level commercial use; and an adjustment of typical parking requirements.



- Establish street-defining build-to zones for new development with height limits up to four levels over parking along College and on major east-west connector streets, specifically an extended Harold Street from College to Parkview and Longview between a Lee/Hemlock east-side connection and Plainview. (see diagram above)
- Regulations for development forms and vertical mixed use should encourage a market-realistic minimum for street level commercial use. Development forms may allow single-level commercial components in the build-to zone as part of common developments, with adjacent or attached multi-story residential blocks set farther back from the street.
- Require a step-down of building scale adjacent to existing single-family neighborhoods. Typical intensity in such areas would be single-family attached or townhome configurations at minimum gross densities capable of supporting transit, typically in the range of 12 to 15 units per acre.
- In cooperation with existing auto dealerships, develop new standards and initiatives that increase their compatibility with the concepts of

corridor urbanism. These include improving the visual character of street frontage consistent with the need to display products outdoors; improving circulation and customer access; encouraging low-impact expansions that create contiguous sites and avoid using public right-of-way for internal circulation; and promoting possible right-of-way trades to improve site function and implement transportation recommendations in this plan.

- Require dedication of easements or right-of-way for secondary collector and drive connections that supplement College Avenue for local access; and for the continuous shared use off-street path



Pilot cycle track in Fiesta Square parking lot. A pedestrian and bicycle link along a new Plainview-Appleby connector is a critical part of the transportation network.



Sidewalk in the Fiesta Square subdistrict. More recent commercial development has included College Avenue walkways.

generally as proposed in Chapter Six.

- Incorporate access management, landscaping and public space, and redesign of parking lots to provide cross access into future improvements of College Avenue. Establish a regulatory framework that requires cross access, becoming effective in coordination with the adjacent street project.
- Encourage higher residential densities and building scale at the Longview node with a protected pedestrian crossing (such as a refuge median with HAWK signal) of College at a point between Longview and Harold. Establish corner places and a potential transit station stop at Millsap if required.

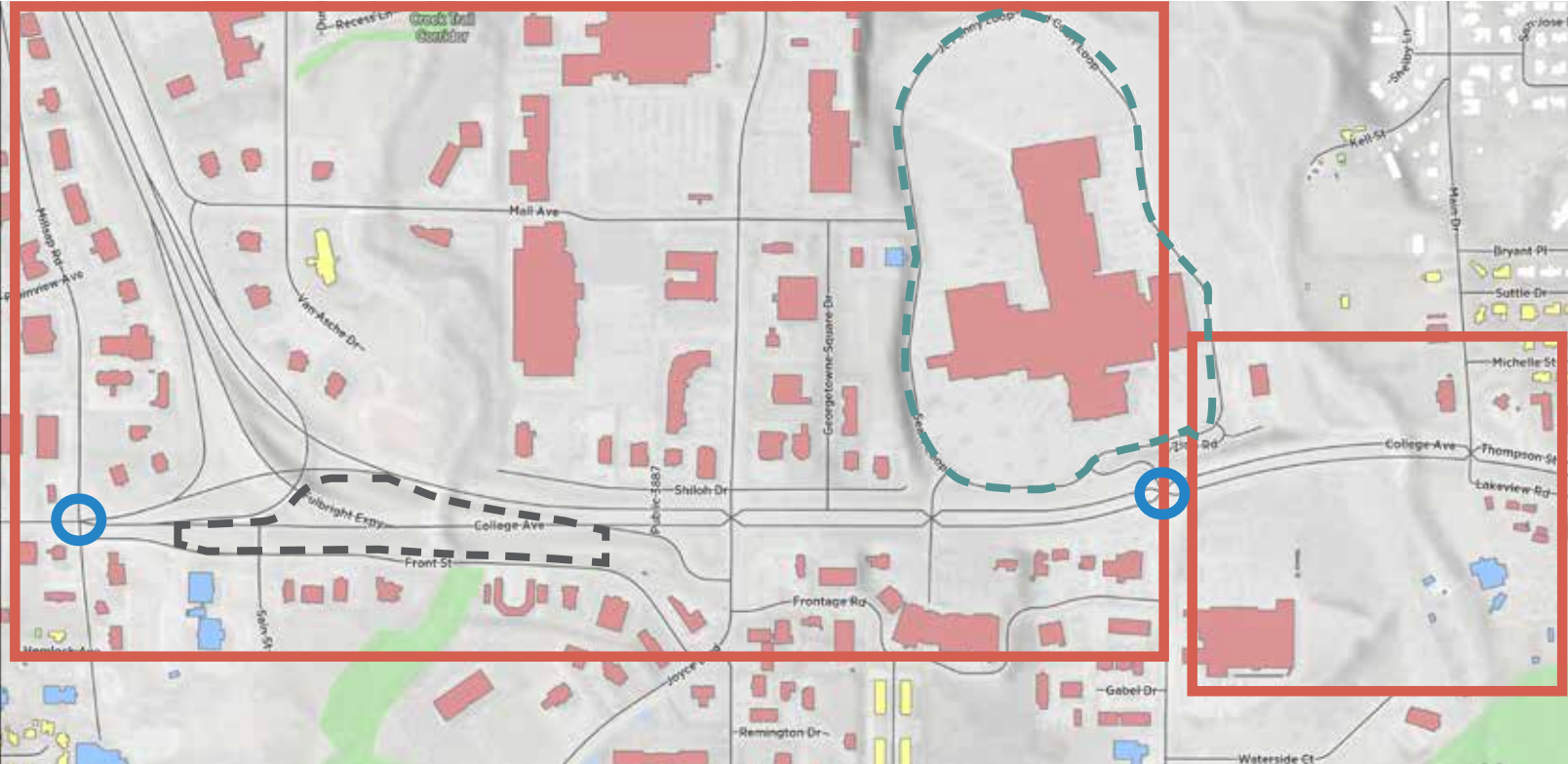


Auto dealerships. Dealerships are an important part of the 71B local economy. New regulations should improve compatibility with other commercial uses and nearby mixed-use development.



Mixed use regulations. A flexible regulatory plan can encourage redevelopment of the "Liquor World" shopping center and integrate the site into the surrounding neighborhood.

MALL/UPTOWN: Millsap to City Limits



FACTORS TO CONSIDER

- Dramatic changes in scale, speed, and access of the 71B environment, with urban corridor transitioning to the Fulbright Expressway interchange and ultimately to a six-lane, controlled access suburban arterial.
- Extensive use of parallel frontage and circulator streets for both local and limited pedestrian/bicycle access.
- Interchange breaks north-south local street continuity north of Millsap, to be improved on east side by proposed Sain-Vantage connection.

- Major point of regional trail access with grade-separated crossings of Mud Creek and Clear Creek Trails and nearby Scull Creek segment of the Razorback Greenway to the west.
- Direct trail spur from Razorback Greenway to Northwest Arkansas Mall.
- Proximity to the Washington Regional Medical Center Campus and University of Arkansas Uptown Campus, with major medical and general offices along Millsap/Futrell and Joyce Boulevard corridors.
- Large-format retail boxes and centers on the west side of corridor from Mud Creek to and including Joyce, with new multifamily



View toward Mall and 71B from the north.

- residential developments along the west side of Steele Boulevard.
- Northwest Arkansas Mall is in transition, with relatively high vacancy and excessive parking, experiencing the market forces similar to those affecting other older regional malls.
 - Surrounding single-family suburban residential in Fayetteville, Johnson, and Springdale.
 - Major regional recreation resource at Lake Fayetteville, with excellent trail access, but relatively poor access and visibility from the main corridor.

GENERAL DISTRICT DEVELOPMENT RECOMMENDATIONS

- Adapt zoning categories to changes in the retail economy, encouraging uses that previously were not common in major commercial areas.
- Attune public policy to the realities of city finances. Because Fayetteville is highly dependent on sales tax revenues and faces substantial competition from other regional retail centers, guidelines that enhance the retail environment are important for economic sustainability.
- Implement major public (federal, state, and local) investments in transportation to improve access, safety, and the consumer experience in this area.

- Establish new regulatory and design guides to incorporate some of the features of newer “life-style” centers into this built environment including street definition; redesigned and upgraded parking with enhancements such as internal streets, parking blocks, and shade; and articulation and detail of buildings to provide human scale,
- Encourage integration of multifamily development and mixed use development.
- If an interchange redesign is implemented and opens redevelopment possibilities on former right-of-way, encourage high-rise development with appropriate regulations where projects can provide visual landmarks and high development yield with minimal impact on existing residential areas.
- Maintain existing access limitations on the main line and increase north-south collector connections on both the east and west sides north of Millsap. Provide for necessary dedications of right-of-way to accomplish connectivity, while avoiding negative impact on properties.
- Apply either a new zoning category such as the UT-1 concept described above or expanding more flexible C-3 zoning within this district.
- Improve the active transportation environment along the corridor, with special additional emphasis on the east side of 71B.
- Envision the Mall site as a mixed use environment, departing from its current configuration as a massive central commercial building surrounded by large quantities of surface parking. With property owners, develop a regulating regime that right-sizes parking, reworks circulation, and recognizes the value of both the eastern and western edges of the property.
- Upgrade access, visibility and land use Lake Fayetteville’s frontage along College Avenue.

UPTOWN/MALL SUBDISTRICT (Millsap to Zion Road)

- Create a Northwest Arkansas Mall Special District with flexible regulations developed cooperatively with the property owner to produce a cohesive mixed-use, multi-building project that may incorporate mid- and high-density residential and new commercial entertainment, food services, hospitality, and retail uses. Special district regulations may include:

- Dedication of peripheral right-of-way to serve development around the edges of the Mall site;
- Street design that provides a safe, protected path for bicycles, electric scooters, and similar modes;
- Integration of transit, including future bus rapid transit;
- Guidelines for street facades and commercial street level use along new streets;
- Flexible height regulations to provide both minimum scale and greater than normal maximums, typically up to six to eight stories;
- Urban streetscape and sidewalk width along new streets;
- Parking lot redesign and landscaping;
- A minimum percentage target of street level commercial use;
- An adjustment of Mall surface parking requirements.
- The actual regulating framework should be fashioned around an adopted master plan. However, a logical land use plan includes mixed use retail and residential on the west side of the district and a “restaurant row” permitting free-standing buildings on the southeast.
- Establish regulations to permit high-rise, mixed use development on land opened to private development by a future redesign of the Fulbright interchange, with permitted heights of up to ten stories with a minimum separation of 1,000 feet from any single-family zoned area. Maintain flexibility to accommodate a greater height limit with exceptional design.
- With substantial new development, require connections to adjacent trails, sidepaths, and sidewalks.
- Apply proposed regulations for large parking lot design that create distinct parking blocks of a maximum size (potentially no more than 25% of the total number of stalls provided in the lot) separated by interior streets or continuous landscaping.
- Establish an urban place at Zion Road. Because this environment does not have adjacent building entrances and is not scaled to pedestrians,

its design will include elements different from other more urban intersections along 71B.

- If a transit stop or station is established at Zion Road, require adjacent properties to partner with the City to provide a direct and safe pedestrian connection from the stop to commercial buildings.

LAKE SUBDISTRICT (Zion Road to City Limits)

- In coordination with developing an upgraded entrance from College Avenue to the lake, modify use and setback regulations along Lakeview between Main Drive and Lake Fayetteville Road to encourage uses consistent with outdoor recreation and the lake environment. Mobile and temporary uses such as food trucks and vendors are consistent with this concept, subject to permit requirements.



Vacant Sears store at the Mall. Large vacancies like this both reflect the changing retail environment and open possibilities for introducing new uses, as identified in Chapter Four.

8/IMPLEMENTING THE PLAN

Tomorrow's Corridor is largely intended as a framework for private and public decision making, leading to a new vision for this important urban corridor. To this end, its approach is evolutionary, and is likely to be executed through many incremental decisions made by individuals – public officials, builders, developers, businesses, investors, and present and future residents. Although many of these decisions will be private, initiatives by the City of Fayetteville and community agencies and organizations can create the environment that helps realize the vision of Corridor Urbanism along 71B. This chapter addresses those initiatives.

IMPLEMENTING THE PLAN

The 71B corridor will inevitably change substantially during the next twenty years and *Tomorrow’s Corridor* is designed to help provide unity and order to the large and small decisions that will accomplish that change. Most of those decisions will be private. But initiatives taken by city and state government, public agencies, existing and proposed community organizations, and the citizens of Fayetteville can both address important corridor issues and catalyze desirable private development.

During the year of this planning process, several important events and initiatives have taken place. In March, 2019, the citizens of Fayetteville approved a major public improvement bond issue that includes significant funding for the College Avenue corridor. During the summer, 2019, the City of Fayetteville and the Arkansas Department of Transportation successfully negotiated a transfer of jurisdiction of the existing 71B corridor between the north and south Fulbright Expressway interchanges. This provides the City with the complete authority to modify the affected South School, Archibald Yell, and College segments of the corridor. Finally, development in the Mill District around MLK and South School took a major leap forward with announcement of redevelopment of the Co-op site on the southwest corner as a mixed use residential/commercial project. These are all important steps toward realizing the Tomorrow’s Corridor concepts.

Looking ahead, the public and community implementation program of initiatives for 71B resolves into six specific categories: Street Transportation, Trails and Pathways, Regulating Environment, Development Focuses, Attainable Housing, and Organizational Infrastructure. The following program divides these elements into Short-Term (0-5 years), Medium-Term (5-10 years), and Long-Term components. This breakdown is advisory only and should be viewed as flexible and able to accommodate and substitute other opportunities as they arise, including private development projects.

SHORT-TERM (0-5 YEARS)

STREET TRANSPORTATION

- Design and construction of the Phase 1 improvement program for 71B. Phase 1 is primarily funded by proceeds of the 2019 bond issue and funds from the negotiated transfer of the corridor to city

- responsibility. Specific priorities recommended by this plan include:
- The College Avenue segment from North Street to Township Street, including the proposed street channel, sidewalks, the upgraded Township intersection node, the Memorial Drive pedestrian crossing, new lighting and streetscape features, and redesign of the Green Acres intersection with the Green Acres common on vacated right-of-way. This project will demonstrate the quality of the street design and set the stage for future phases.
 - Redesign of South School Street to three lanes with cycle/mobility track and continuous sidewalk/sidepath between Cato Springs and the Mill District. This should be accomplished within the existing street section. This project should also include an upgraded pedestrian crossing with pedestrian refuge median at or near 11th Street.
 - Reconfiguration of Archibald Yell with better pedestrian accommodation and a signal at the South Street intersection.
 - Redesign of the Archibald Yell/South College/Rock Street intersection.
 - Completion of the Appleby-Plainview collector between Fiesta Square and Millsap.
 - Completion of the Vantage-Sain connection between North Front Street and Joyce Boulevard.
 - Negotiation with SWEPCO on alternatives and responsibilities for distribution system upgrades, coordinated with the corridor improvement project. Options include burial of distribution lines; relocation of overhead lines off the main corridor, possibly using the route of the future shared use path or adjacent streets; or pole replacement and other aesthetic improvements to the existing overhead system in place.
 - Execute a comprehensive transit planning effort as described in Exhibit “A” of the Fayetteville City Council’s 71B resolution.
 - Complete detailed feasibility study, project design, and funding for bus rapid transit (BRT) along the 71B corridor.

TRAILS AND PATHWAYS

- Upgrade of the on-street Poplar Street Bikeway between College Avenue and the Razorback Greenway.

- Sidepath, probably on the east side of South School, between Cato Springs Road and MLK Boulevard.
- Greenway and trail connection, including a new creek crossing, to link the South School corridor directly to Walker Park and the Greenway.
- Reservation of right-of-way for parallel off-street paths with development along College Avenue between North and Millsap.

REGULATING ENVIRONMENT

- Implement the recommendations of the Regulating Plan in Chapter 7, including converting to ordinance language as appropriate.

DEVELOPMENT FOCUSES

- Work with owners of Evelyn Hills, Fiesta Square, and Northwest Arkansas Mall to implement parking lot improvements, street dedications where required, land use entitlements, and other actions necessary to increase utilization of these properties.
- Incorporate shared access, design assistance, and streetscape improvements into the College Avenue improvement project to support emergence of the Restaurant District between Sycamore and Township.
- Assist owner with redevelopment of the Southgate site at 15th and South School.

ATTAINABLE HOUSING

- Partner with the Fayetteville Housing Authority (FHA) to increase capacity with staff and capitalization to build both ownership and rental housing designed for affordability to households with incomes in the 60% to 100% of median household income range. Ensure that the FHA also has the ability to partner with developers to incorporate affordable housing into mixed income developments.
- Explore methods to implement NWA Housing Report Action Item #4, permitting the use of publicly owned land for housing production.
- Assist with the acquisition and reuse of the “farm” north of the Evelyn Hills shopping center as a residential development geared toward moderate income urban families. Development may be an initial project for the proposed CDC.
- Work with FHA to develop the first phase of a residential “village”



Family-oriented townhomes in Richmond, CA

east of 7hills Homeless Center, targeted toward households who are temporarily homeless and/or people and households in need of permanent supported housing . Such a project may adapt the “tiny house” model utilized by Food and Shelter, Inc. in Norman, Oklahoma and similar projects. This project would serve a constituency different from Serve NWA’s New Beginnings project, which broke ground in April, 2019 and is designed for unsheltered people.

- Develop an incentive structure to encourage private development of mixed income developments that could include financial incentives like TIF, assistance with site acquisition and development, density bonuses, and accelerated processing.

ORGANIZATIONAL INFRASTRUCTURE

- Form a 71B business organization funded by a business improvement district that forms policy, executes marketing programs, and maintains public realm improvements.

MEDIUM-TERM (5-10 YEARS)

STREET TRANSPORTATION

- Design and construction of the Phase 2 improvement program for 71B, with funding provided by proceeds of a new bond issue or allocation of other capital funds. Specific priorities recommended by this plan include:

- The College Avenue segment from Township Street to Millsap Street, including the proposed street channel, sidewalks, the upgraded intersection nodes, and new lighting and streetscape features.
- Possible incorporation of on-street parking as required by adjacent redevelopment along the South School corridor.
- If required, permanent reconfiguration of Archibald Yell Boulevard, assuming that the initial redesign was constructed as a pilot project.
- Construction of east-west connections between College Avenue and parallel collectors. These potentially include Longview, Harold, and Masonic. This includes possible land exchanges with North College auto dealerships to provide contiguous sites for the businesses and better cross street connectivity.
- Construction of additional east-west connections between College and Green Acres Drive, including Colt and Colt Square.
- Execution of a detailed transportation study and conceptual redesign of the north Fulbright interchange in cooperation with ArDOT and development of a conceptual design for funding in future phases. Initial studies are underway in 2019. A detailed study should evaluate performance of redesign alternatives with a full secondary circulation network in place, and should consider factors in addition to Level of Service in the analysis.
- Funding and construction document completion for redesign of the north Fulbright/College access system.
- Consolidate North College roadway on the west side of the current corridor north of the Scull Creek Bridge
- Place a bus rapid transit (BRT) service in operation along the 71B corridor.

TRAILS AND PATHWAYS

- Completion of the first phase of the path system between North and Township.
- Continued reservation of right-of-way for parallel off-street paths with development along College Avenue between North and Millsap.
- Completion of Sublett Creek Trail to Poplar Street.

DEVELOPMENT FOCUSES

- Work with owners of City Lumber, Vaughn Recycling, and Ozark Steel on site redesign to improve compatibility with redeveloping adjacent uses.
- Incorporate shared access, design assistance, and streetscape improvements into the College Avenue improvement project between Township and Millsap.
- Complete full development of the University of Arkansas research campus to South School and multi-family, campus related housing on the Cato Springs site on the east side of the corridor.

ATTAINABLE HOUSING

- Continued development activities by the 71B Development Corporation, with possible focuses on the “Sunbridge” site north of Township Street on the east side of College and proposed medium-density residential sites in the South School corridor.
- Encourage eligible nonprofits to apply for state and federal grants to increase supportive housing assistance.
- Implement recommendations of the NWA Housing Report, including creating a local finance program for new homes, enacting anti-displacement and housing preservation policies, and developing housing partnerships with major employers and key institutions to promote affordable development.

LONG-TERM (OVER 10 YEARS)

- Redesign and funding for the Fulbright interchange and surrounding area.
- Evaluate the results of this plan and update it for what is inevitably a new development and transportation environment.
- Complete other aspects of the transportation and trail development programs.

IMPLEMENTATION SUMMARY

	Short	Medium	Long
TRANSPORTATION AND STREET ENVIRONMENT	- College Ave redesign, North to Township - South School reconfiguration - Pilot Archibald Yell reconfiguration - College and Rock intersection - Appleby-Plainview collector - Vantage-Sain connection - Resolution of overhead relocation/burial options and timing - Execute a comprehensive transit planning effort as described in Exhibit “A” to the 71B Resolution	- College Ave redesign, Township to Millsap - Continued South Scholl upgrade with redevelopment - Permanent Archibald Yell reconfiguration - East-west grid on North College - Fulbright interchange alternatives study - North College lane consolidation and greenway near Lake - Operational BRT	- Complete Fulbright interchange and regional access plan, with connection to Mall Avenue. - Complete other aspects of transportation program. - Consider future transit needs and options in view of higher density development. - Redesign and funding for Fulbright interchange area
TRAILS/PATHS	- Poplar Bikeway upgrade - South School sidepath - South School to Walker Park connection	- Phase one of North to Township connecting paths - ROW reservations with development, Township to Millsap - Sublett Creek Trail	Complete shared use system of parallel connecting paths along College Avenue
REGULATORY	Discuss recommendations/convert to ordinance language	Evaluate and modify	
DEVELOPMENT FOCUSES	- Major retail centers first stage modifications - Restaurant District - Southgate redevelopment	- Site upgrades to major South School businesses and industries - Research Center area - Continued major centers development	Evaluate and modify land use and development concepts relative to changing context and conditions.
ATTAINABLE HOUSING	- Fayetteville Housing Authority as major development entity - Moderate-income family housing on “farm” site - Transitional village to the east of Seven Hills Homeless Center - Incentive structure for “missing middle” housing	- Sunbridge development area - Continued transitional development	Continue and improve development programs and make necessary adjustments





MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **VAC-2023-0013: Vacation (3034 W. MICA ST./BLAGG AND BRIGGS, 401): Submitted by ALAN REID AND ASSOCIATES for property located at 3034 W. MICA ST. in WARD 4. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate a portion of two general utility easements totaling 153-square feet.**

RECOMMENDATION:

Staff recommends approval of **VAC-2023-0013** as shown in the attached Exhibits 'A' and 'B' and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. AT&T has facilities within the remaining easement and shall require the remaining easement to be retained.
3. Approval of this vacation request does not guarantee approval of any associated building permits.

BACKGROUND:

The subject property is located in west Fayetteville approximately 1/3-mile northwest of the intersection of W. Wedington Dr. and I-49 Interstate, and at the east end of Mica St. The property is zoned RMF-24, Residential Multi-Family, Twenty-Four Units per Acre. The final plat of Woodbury Place, recorded in 2012, dedicated a 20-foot general utility easement along the eastern property line of the subject property. An additional 25-foot general utility easement overlaps the area, which was dedicated via a separate document. A two-family dwelling was constructed on this property in 1994.

Of note, there appears to be a potential conflict with the proposed patio and deck with the required 20-foot rear setback. Compliance with setbacks will be confirmed with the building permit and approval of a vacation does not guarantee approval of the associated building permit.

Request: The applicant proposes to vacate a portion of both the 20-foot and 25-foot existing general utility easements as indicated in the attached exhibits totaling approximately 152.7 square feet. These easements are required to be vacated in order to continue with an associated building permit for a deck and patio.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

DISCUSSION:

The applicant submitted the required approvals with no objections. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1285

VAC-2023-0013: Vacation (3034 W. MICA ST./BLAGG AND BRIGGS, 401): Submitted by ALAN REID AND ASSOCIATES for property located at 3034 W. MICA ST. in WARD 4. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate a portion of two general utility easements totaling 153-square feet.

AN ORDINANCE TO APPROVE VAC 23-13 FOR PROPERTY LOCATED AT 3034 WEST MICA STREET IN WARD 4 TO VACATE A 153-SQUARE FOOT PORTION OF UTILITY EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of utility easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of any existing facilities will be at the property owner/developer's expense; and
2. Approval of this vacation request does not guarantee approval of any associated building permits.

City of Fayetteville Staff Review Form

2023-1261

Legistar File ID

12/5/2023

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

Jonathan Curth

11/17/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2023-0013: Vacation (3034 W. MICA ST./BLAGG AND BRIGGS, 401): Submitted by ALAN REID AND ASSOCIATES for property located at 3034 W. MICA ST. in WARD 4. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate a portion of two general utility easements totaling approximately 153-square feet.

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	\$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

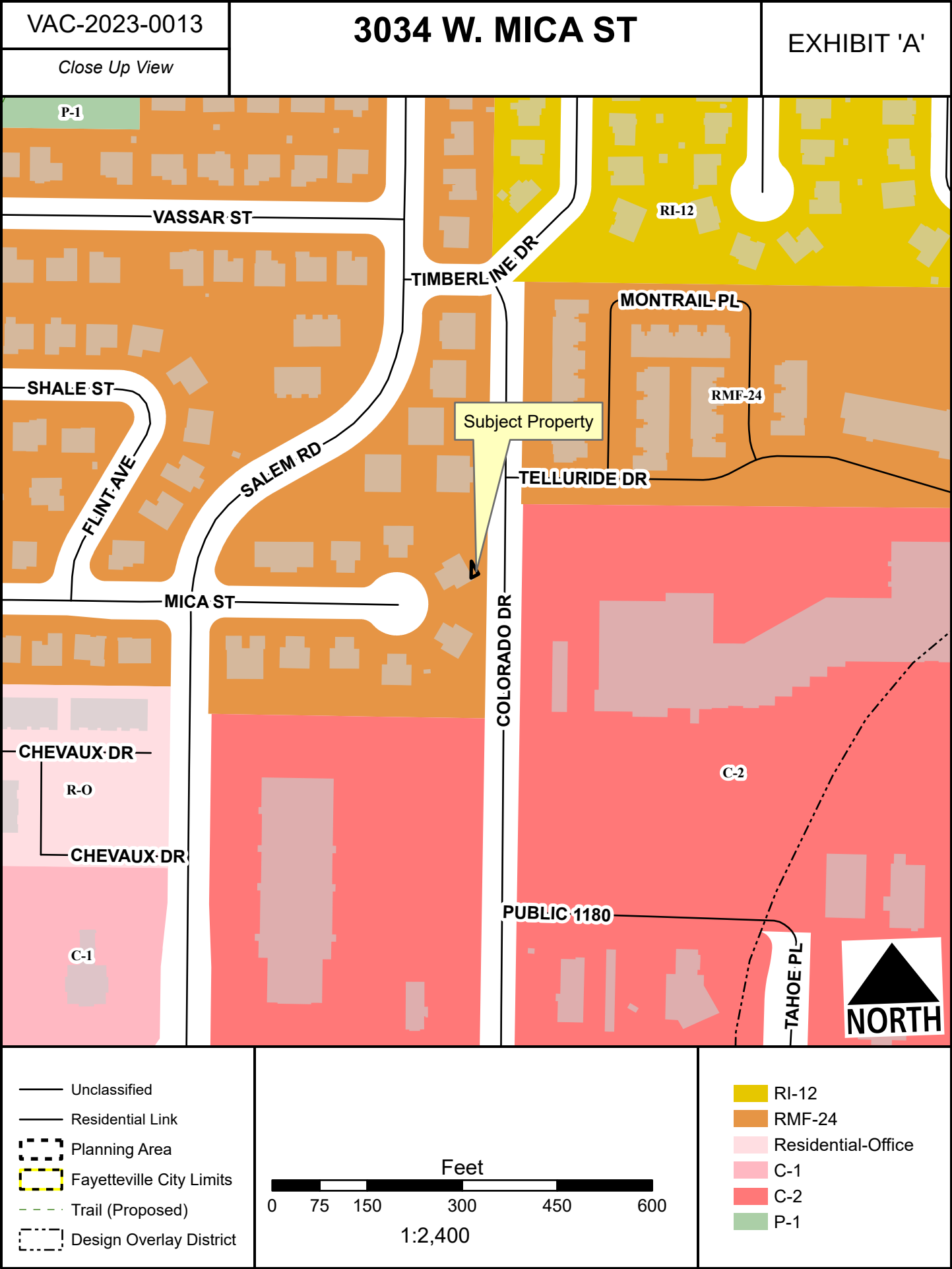


EXHIBIT 'B'

GIS Approved
11/06/2023

C/L ——— ——— ———
W. MICA ST
(ASPHALT, 50' R/W)



AREA OF EXISTING UTILITY EASEMENT TO BE VACATED

A PART OF LOT NUMBERED FOUR (4), WOODBURY PLACE, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS PER THE RECORDED PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 12 AT PAGE 99 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FOUR (4), SAID POINT BEING A SET 1/2" IRON REBAR; THENCE N02°50'46"E 48.81 FEET ALONG THE EAST LINE OF SAID LOT FOUR (4) TO A POINT; THENCE LEAVING THE EAST LINE OF SAID LOT FOUR (4), N87°09'14"W 13.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE S63°04'02"W 13.28 FEET TO A POINT ON THE WEST LINE OF AN EXISTING TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT RECORDED IN BOOK 1157 AT PAGE 975 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS; THENCE N02°50'46"E 26.49 FEET ALONG THE WEST LINE OF SAID TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT TO A POINT; THENCE LEAVING SAID WEST LINE, S27°15'17"E 22.99 FEET TO THE POINT OF BEGINNING, CONTAINING 152.7 SQUARE FEET, MORE OR LESS.



Alan Reid
& ASSOCIATES

PROFESSIONAL
LAND
SURVEYORS
BOUNDARY
TOPO
GPS

October 24th, 2023

City of Fayetteville
Planning & Engineering
125 W. Mountain Street
Fayetteville, Arkansas

Re: Easement Vacation Request – VAC-2023-0013
Amended Request 10.24.2023 as per City of Fayetteville Planner Instruction
3034 & 3036 W. Mica Street, Fayetteville, AR 72704
Parcel # 765-18586-000 / ARA job 23201 / Lot 4, Woodbury Place

Dear City of Fayetteville Planners/ City Council:

On behalf of my client, James Bradley Blagg, I am submitting for your review a proposed utility easement (u.e.) vacation for property located at address: 3034 & 3036 W. Mica Street, Fayetteville, AR.

Please see the attached drafted survey drawing (ARA job #23201, revision date 10/24/2023) and corresponding survey descriptions which articulates the area which the u.e. vacation is requested for.

Initially, the utility easement vacation request was only for vacation of a portion of a 20' u.e. shown on the final plat of Woodbury Place (file no. 12-99), approved by the City in 1992. Since the time of initial u.e. vacation request submittal (10.02.2023), City of Fayetteville Planning staff and Fayetteville GIS has informed our office that a *previous* 25' utility easement recorded at Book 1157, Page 975 (not shown on the final plat of Woodbury Place), also needs to be shown and included in the u.e. vacation request. Note, this 25' u.e. overlaps the 20' u.e. shown on the final plat of Woodbury Place (file #12-99). Both easements are now shown on the drafted survey. This revised letter of request and revised survey aims to provide updated information requested. All utility providers have been contacted and have no objection to the vacation of the encroachments shown on the survey with either of the above stated easements.

Please contact our office with any questions regarding the project.
479.444.8784

Best regards,



Alan Reid

Professional Land Surveyor

Alan Reid & Associates

PETITION TO VACATE A PORTION OF AN EXISTING 20 FOOT WIDE UTILITY EASEMENT, LYING IMMEDIATELY ADJACENT TO AND WEST OF THE EAST BOUNDARY OF LOT NUMBERED FOUR (4), WOODBURY PLACE, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS PER THE RECORDED PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 12 AT PAGE 99 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS. (ADDRESS: 3034 & 3036 W. MICA STREET., FAYETTEVILLE, ARKANSAS 72704 / WASHINGTON COUNTY PARCEL ID #765-18586-000

NOTE, IN ADDITION TO THE 20 FOOT WIDE UTILITY EASEMENT REFERENCED ABOVE, CITY OF FAYETTEVILLE DEVELOPMENT SERVICES AND GIS DEPARTMENT ALSO NOTED THAT A PORTION OF A 25 FOOT WIDE UTILITY EASEMENT DESCRIBED IN BOOK 1157, PAGE 975 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS ALSO BE VACATED.

To: The Fayetteville City Council

We, the undersigned, being all the owners of real estate abutting the easement hereinafter sought to be abandoned and vacated, located within in a Lot 4, Woodbury Place to the City of Fayetteville, Washington County Arkansas, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows (please see attached drafted survey for a visual):

AREA OF EXISTING UTILITY EASEMENT TO BE VACATED

A PART OF LOT NUMBERED FOUR (4), WOODBURY PLACE, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS PER THE RECORDED PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 12 AT PAGE 99 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FOUR (4), SAID POINT BEING A SET 1/2" IRON REBAR; THENCE N02°50'46"E 48.81 FEET ALONG THE EAST LINE OF SAID LOT FOUR (4) TO A POINT; THENCE LEAVING THE EAST LINE OF SAID LOT FOUR (4), N87°09'14"W 13.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE S63°04'02"W 13.28 FEET TO A POINT ON THE WEST LINE OF AN EXISTING TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT RECORDED IN BOOK 1157 AT PAGE 975 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS; THENCE N02°50'46"E 26.49 FEET ALONG THE WEST LINE OF SAID TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT TO A POINT; THENCE LEAVING SAID WEST LINE, S27°15'17"E 22.99 FEET TO THE POINT OF BEGINNING, CONTAINING 152.7 SQUARE FEET, MORE OR LESS.

That no other abutting real estate is affected by said abandonment of the utility easement and that the public interest and welfare would not be adversely affected by the abandonment of the above described portion of the utility easement.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas abandon and vacate the above-described real estate, and as to that particular land the owners be free from the easements of the public for the use of said utility easement.

Dated this 27 day of 10, 2023.

James Bradley Blagg

Printed Name

James Bradley Blagg
Signature

Dated this 27 day of 10, 2023.

Holly S. Biggs

Printed Name

Holly S Biggs
Signature

Dated this 27 day of 10, 2023.

Alex Heath Blagg

Printed Name

Alex Heath Blagg
Signature

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	52.00'	49.69'	N27°03'30"W	059°35'25"

PLAT NOTES:

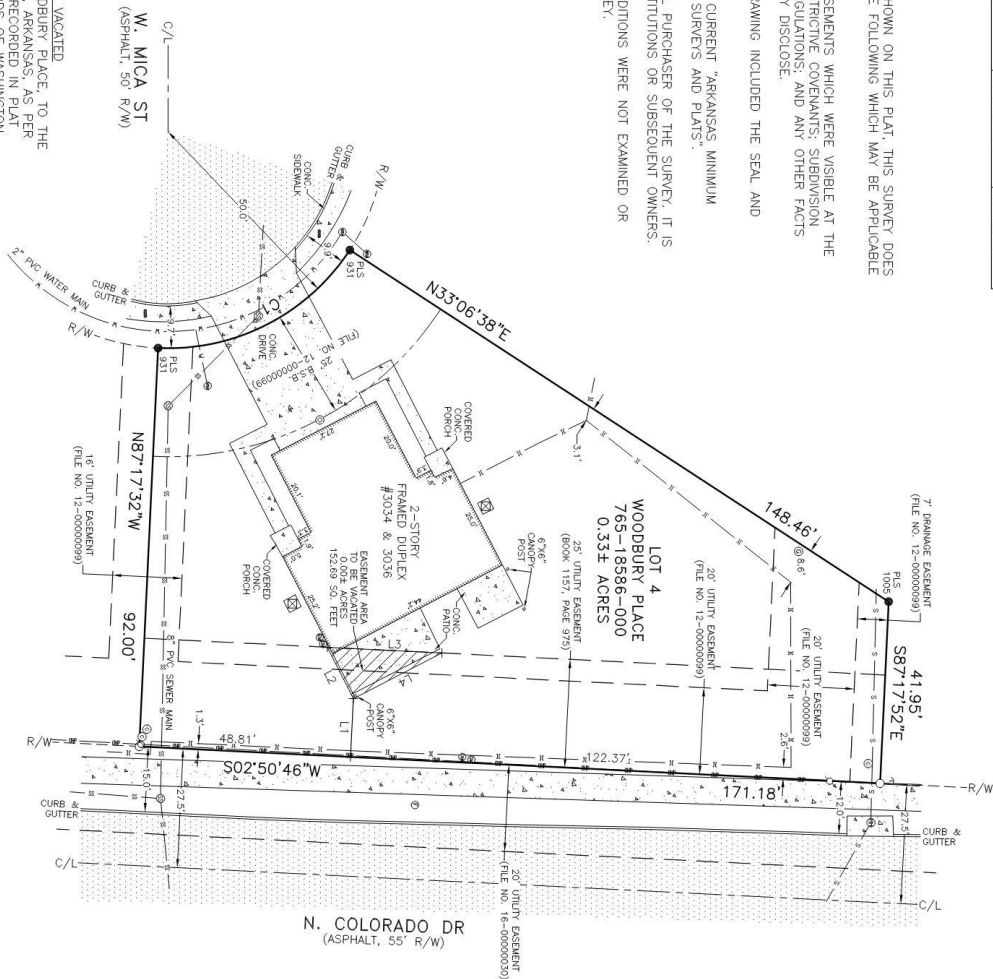
EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:

EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDED THE SEAL AND SIGNATURE OF THE SURVEYOR.

THIS SURVEY MEETS OR EXCEEDS THE CURRENT "ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS".

DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS, SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.



LEGEND



LINE	BEARING	DISTANCE
L1	N87°09'14"W	13.47'
L2	S63°04'02"W	13.28'
L3	N02°50'46"E	26.49'
L4	S27°15'17"E	22.99'

PROPERTY DESCRIPTION - PIN 765-18586-000
WARRANTY DEED FILE NO. 2019-00015011
LOT 4, WOODBURY PLACE TO THE CITY OF FAYETTEVILLE,
WASHINGTON COUNTY, ARKANSAS.

AREA OF EXISTING UTILITY EASEMENT TO BE VACATED
2. PART OF THE UNIMPROVED FOUR (4) MOOREBURN PLACE, TO THE
CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS PER
THE RECORDED PLAT OF SAID SUBDIVISION, RECORDED IN PLAT
BOOK 12, AT PAGE 99 OF THE LAND RECORDS OF WASHINGTON
COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID
LOT FOUR (4), SAID POINT BEING A SET 1/2" IRON REBAR;
THENCE N02°50'46"E 48.81 FEET ALONG THE EAST LINE OF SAID
SAID LOT FOUR (4), N87°09'14"W 13.47 FEET TO A POINT ON
THE WEST LINE OF AN EXISTING TWENTY-FIVE (25) FOOT WIDE
UTILITY EASEMENT RECORDED IN BOOK 1157 AT PAGE 975 OF THE
LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS; THENCE
N02°50'46"E 26.49 FEET ALONG THE WEST LINE OF SAID
TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT TO A POINT;
THENCE LEAVING SAID WEST LINE, S27°15'17"E 22.99 FEET TO THE
POINT OF BEGINNING, CONTAINING 152.7 SQUARE FEET, MORE OR
LESS.

OWNER: ALEX HEATH BLAGG, HOLLY S. BIGGS;
JAMES BRADLEY BLAGG

ADDRESS: 3034 & 3036 W. MICA ST,
FAYETTEVILLE, AR 72704
PARCEL NO. 765-18586-000

BASIS OF BEARINGS: ARKANSAS STATE PLANE
COORDINATE SYSTEM
(NORTH ZONE) NAD83

VAC-2023-0013

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY
10/24/2023	CITY COMMENTS	DF	08/21/2023	DATE	DF
				CHECKED	
				SCALE	1" = 20'
				SHEET SIZE	18" x 24"

ALEX HEATH BLAGG, HOLLY S. BIGGS, JAMES BRADLEY BLAGG
3034 & 3036 W. MICA ST, FAYETTEVILLE, AR 72704
PARCEL NO. 765-18586-000

EASEMENT VACATION - FAYETTEVILLE, ARKANSAS



MEETING OF DECEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **RZN-2023-0029: Rezoning (533 W. CENTER ST./BRICENO, 523): Submitted by NESTOR BRICENO for property located at 533 W. CENTER ST in WARD 2. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.09 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is a tandem lot with no street frontage located in central Fayetteville within the Cultural Arts Corridor directly east of The Ramble. A steep trail crossing is located directly south of the parcel to the Greenway. The parcel is developed with a 966 square foot single family structure and a 200 accessory dwelling unit, both of which are currently active short-term rentals (ADUs are always permitted as a type 1). The parcel is zoned NC, Neighborhood Conservation, which it received as a result of the downtown master plan city-initiated rezoning in 2006.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to MSC, Main Street Center.

Public Comment: Staff received one comment expressing general support for the rezoning.

Land Use Compatibility: Staff finds the proposed rezoning from NC to MSC to be compatible with the surrounding area. The intent of the MSC zoning district is to provide "a greater range of uses" while being more "more spatially compact and... more likely to have some attached buildings than Downtown General or Neighborhood Conservation." The parcel is currently a tandem lot, and the applicant has indicated an intent to combine this lot with an adjacent parcel also under their ownership to the north. Staff agrees that the rezoning of this parcel would help facilitate a lot combination and development with the abutting parcel, and finds the requested rezoning to be compatible as the parcel is currently surrounded by MSC on three sides; rezoning the parcel from NC to MSC will create a consistent zoning district within the block. Further, staff finds that the requested rezoning is not likely to result in development that is incompatible with the surrounding area. Four

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

lots abutting the property to the east were recently redeveloped in a townhome style, and the parcel is within a traditional neighborhood block with homes close to the street. By-right development in the MSC zoning district includes a wide range of residential, office, and commercial uses. All lots are required to maintain a minimum width of 18 feet with no lot area requirements. The NC district requires lot widths of 40 feet with lot areas of 4,000 square feet.

Land Use Plan Analysis: Despite the subject property receiving its current NC designation as a part of the 2006 Downtown Master Plan, staff finds the proposed MSC rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as City Neighborhood area. The requested rezoning aligns with many goals of City Plan 2040, but most prominently the encouragement of appropriate infill. The subject property has an exceptionally high number of infill attributes, totaling 13 and including access to numerous services, proximity to a variety of amenities, and access to adequate infrastructure. Similarly, and given the existing MSC zoning designation on three of the four sides of the subject property, staff finds the requested rezoning to be complimentary of the goals to create an active transportation network and compact, complete, and connected development within walking distance of Fayetteville's downtown and the Cultural Arts Corridor.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates 13 attributes for this site that may contribute to appropriate infill. The following elements of the matrix contribute to the score of 13 for this site.

- Adequate Fire Response
- Near Sewer Main (8-inch, W. Center St.)
- Near Water Main (4-inch, W. Center St.)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (The Ramble)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (Hillcrest Towers, Fayetteville Library)
- Near Razorback Bus Stop (Fayetteville Library)
- Sufficient intersection density
- Appropriate Future Land Use (City Neighborhood)
- Within Master Plan Area (Downtown Design Overlay District)

DISCUSSION:

At the November 13, 2023 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Winston made the motion and Commissioner Brink seconded. The commissioners cited the high infill score and staff findings in the report as reasons for approval. There was no public comment at the meeting, and no commissioners spoke against the proposed rezoning.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1296

RZN-2023-0029: Rezoning (533 W. CENTER ST./BRICENO, 523): Submitted by NESTOR BRICENO for property located at 533 W. CENTER ST in WARD 2. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.09 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0029 FOR APPROXIMATELY 0.09 ACRES LOCATED AT 533 WEST CENTER STREET IN WARD 2 FROM NC, NEIGHBORHOOD CONSERVATION TO MSC, MAIN STREET CENTER

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 NC, Neighborhood Conservation to MSC, Main Street Center.

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

2023-1296

Item ID

12/5/2023

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

Jonathan Curth

11/17/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0029: Rezoning (533 W. CENTER ST./BRICENO, 523): Submitted by NESTOR BRICENO for property located at 533 W. CENTER ST in WARD 2. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.09 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

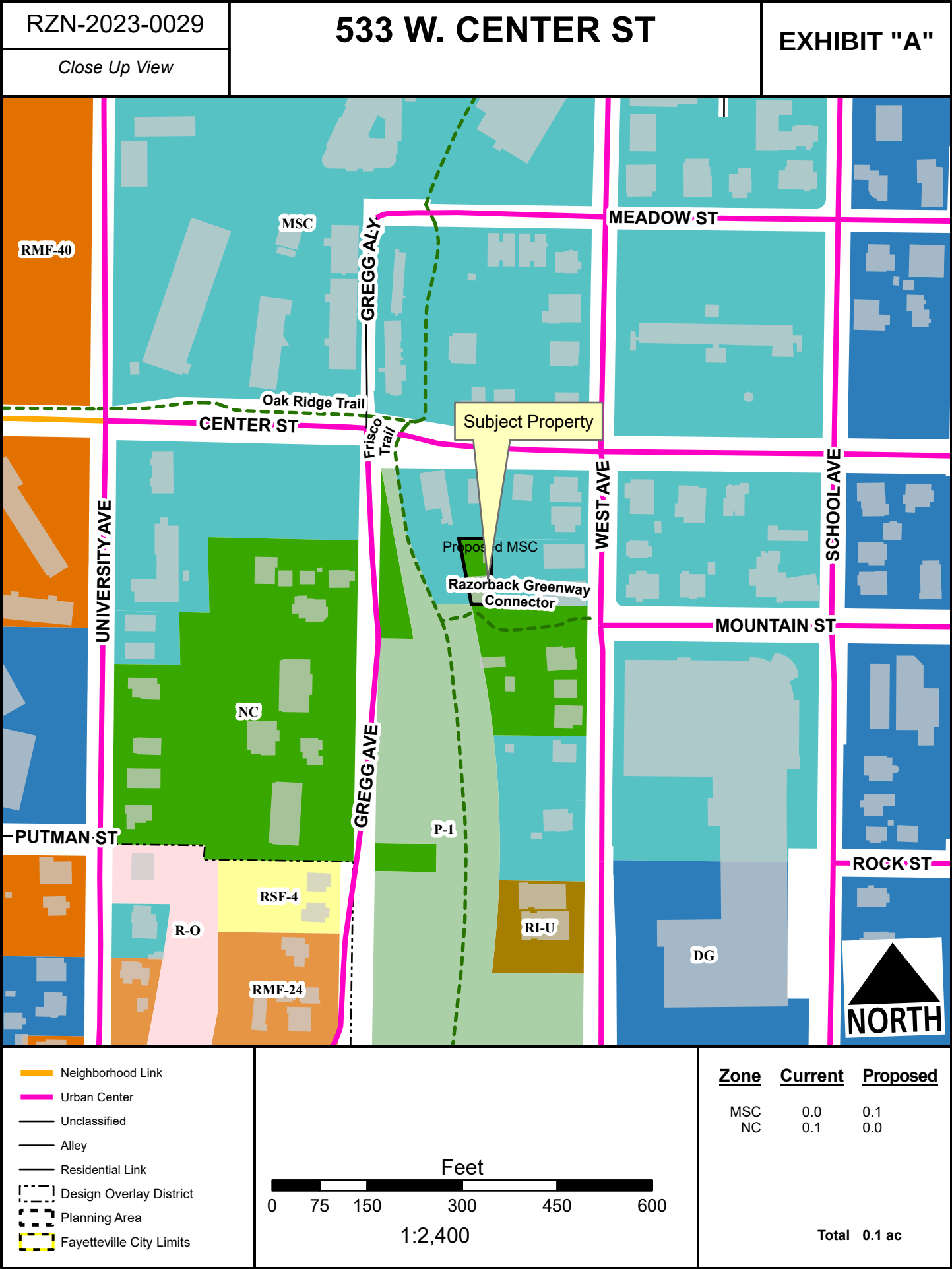
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2023-0029
EXHIBIT 'B'

Legal Description

Legal Description of 533 west center street Fayetteville Arkansas 72701,

Washington County Parcel # 765-01890-000

GIS Approved
10/10/2023

Legal Description

SOUTHWEST CORNER BLOCK 22 FURTHER DESCRIBED FROM 2016-12686 AS: Part of Block Twenty Two (22), in the Original Town of Fayetteville, Arkansas, more particularly described as follows, to-wit: Beginning at a point 152 feet 11 1/4 inches West of the Southeast corner of said Block Twenty Two (22), and running thence North 104 feet 6 inches, thence West to the right of way line of the Pacific and great Eastern (Now Frisco) railroad, thence in a Southerly direction along the said right of way to a point due West of the beginning point, thence East to the point of beginning.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: November 13, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2023-0029: Rezoning (533 W. CENTER ST./BRICENO, 523):**
Submitted by NESTOR BRICENO for property located at 533 W. CENTER ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.09 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0029** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0029** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is a landlocked parcel located in central Fayetteville within the Cultural Arts Corridor directly west of The Ramble. A steep trail crossing is located directly south of the parcel to the Greenway. The parcel is developed with a 966 square foot single family structure and a 200 square foot accessory dwelling unit, both of which are currently active short-term rentals (ADUs are always permitted as a type 1). The parcel is zoned NC, Neighborhood Conservation, which it received as a result of the downtown master plan city-initiated rezoning in 2006. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	MSC, Main Street Center
South	Public Trail Connection	NC, Neighborhood Conservation
East	Multi-Family Residential	MSC, Main Street Center
West	Single-Family Residential	MSC, Main Street Center

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to MSC, Main Street Center.

Public Comment: Staff received one phone call expressing general support for the proposed rezoning.

INFRASTRUCTURE:

Streets: The subject property does not have frontage along W. Center St, a partially improved Urban Center street with asphalt paving, curb and gutter, and sidewalk partially along both sides of the street. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing four-inch water main is present on the north side of W. Center St.

Sewer: Public sanitary sewer is available to the subject property. An existing eight-inch sewer main is present on the north side of W. Center St.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams or hydric soils are present. Any improvements or requirements for drainage would be determined at the time of development submittal.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.2 miles from the fire station with an anticipated drive time of approximately one minute using existing streets. The anticipated response time would be approximately 3.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of MSC, Main Street Center requires **10% minimum canopy preservation**. The current zoning district of NC, Neighborhood Conservation requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 13 for this site with a weighted score of **15.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response
- Near Sewer Main (8-inch, W. Center St.)
- Near Water Main (4-inch, W. Center St.)

- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (The Ramble)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (Hillcrest Towers, Fayetteville Library)
- Near Razorback Bus Stop (Fayetteville Library)
- Appropriate Future Land Use (City Neighborhood)
- Within Master Plan Area (Downtown Design Overlay District)
- Sufficient Intersection Density

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed rezoning from NC to MSC to be compatible with the surrounding area. The intent of the MSC zoning district is to provide “a greater range of uses” while being more “more spatially compact and... more likely to have some attached buildings than Downtown General or Neighborhood Conservation.” The parcel in question was rezoned as part of the city-initiated downtown master plan rezoning. The parcel is currently a tandem lot, and the applicant has indicated an intent to combine this lot with an adjacent parcel also under their ownership to the north. Staff agrees that the rezoning of this parcel would help facilitate a future lot combination and development with the abutting parcel. Staff finds the requested rezoning to be compatible as the parcel is currently surrounded by MSC on three sides and rezoning the parcel from NC to MSC will create a consistent block zoning district. Further, staff finds that the requested rezoning is not likely to result in development that is incompatible with the surrounding area. Four lots abutting the property to the west were recently redeveloped in a townhome style, and the parcel is within a traditional neighborhood block with homes close to the street. By-right development in the MSC zoning district includes a wide range of residential, office, and commercial uses. All lots are required to maintain a minimum width of 18 feet with no lot area requirements. The NC district requires lot widths of 40 feet with lot areas of 4,000 square feet.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City’s adopted land use plans, including its Future Land Use Map designation as City Neighborhood area. Staff finds that the requested rezoning could align with all goals of City Plan 2040 except Goal #5: We will assemble an enduring green network. Rezoning the property could facilitate the opportunity for dense, mixed-use development within walking distance of Fayetteville’s downtown and the Cultural Arts Corridor with available public transit and trails systems nearby. The parcel has an exceptionally high infill score, with a weighted score above 15, and is part of Downtown Fayetteville, a Tier 1 center per City Plan 2040. Staff finds the requested rezoning to be appropriate since it would bring the parcel into alignment with the zoning district currently surrounding the parcel on three sides and would

allow development consistent with the Downtown Master Plan, which emphasizes “a superbly walkable environment” and “downtown living.”

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that rezoning the subject property to MSC is justified since it would bring the parcel into closer alignment with the goals of adopted city plans. Further, while the parcel currently does not have its own street frontage, rezoning the parcel to match the abutting parcel under the same ownership would also simplify a lot combination which would remediate the non-conforming street frontage condition.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from NC to MSC has the potential to increase traffic at this location when considering that MSC would allow for residential development since the density limit would be removed. However, staff finds that a rezoning is not likely to create or appreciably increase traffic danger or congestion given the relatively small size of the lot.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, staff finds that the proposed rezoning would not undesirably increase the load on public services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2023-0029 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date:	<u>November 13, 2023</u>	☐ Tabled	☒ Forwarded	☐ Denied	
WITH A RECOMMENDATION OF APPROVAL					
Motion:	WINSTON				
Second:	BRINK				
Vote:	9-0-0				

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.29 District NC, Neighborhood Conservation
 - §161.27 District MSC, Main Street Center
- Request Letter
- Staff Exhibits
 - Downtown Master Plan
 - Cultural Arts Corridor
- Public Comment
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

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
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 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	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwelling types	40 feet
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(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	3 stories
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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>; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6211 , §1, 8-6-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

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 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
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	5 stories/7 stories*
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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 five (5) stories. 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 seven (7) stories.

(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; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

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Request Letter

I am requesting that my property at 533 west center street be rezoned from NC to MSC for the following reasons:

- The rezoning of the property does not affect adversely any of the parcels around the property as the are all zoned MSC except city property to my south boundary.
- The rezoning of this property to MSC does not astray from the goals of the NC because the property is landlocked not visible from the street off center or west or mountain. The property does not have any significant vegetation within it's boundaries and the home is a not of historical importance.
- A rezoning would bring consistency to the neighborhood as all properties around would be equally zoned.
- This property is land locked to the north east and west by properties that have been rezoned from NC to MSC in the past. Rezoning would allow the unification at a further date with any of the properties around it to cure the landlocking issues this property has. To my knowledge it is the only property in downtown with this issue.

With the following reasons in mind I would respectfully request a zoning change from nc to msc.

Nestor Briceno

DOWNTOWN MASTER PLAN

Through the charrette process, the community and design team arrived at a series of basic urban design and policy principles to guide future development Downtown. The Key Principles summarize the results of the citizen process and promote responsible growth, planning and development. While the specifics of each principle are reflective of Fayetteville's needs, overall these principles are essentials for good planning in any modern downtown. This chapter presents the broad scope of the community's vision for Downtown; specific design components of each principle are further described and illustrated in Chapter 3. General guidance on implementing each principle is included; detailed implementation strategies can be found in Chapter 5.

KEY PRINCIPLES

- 1. A Superbly Walkable Environment**
- 2. Downtown Living**
- 3. Smart Parking**
- 4. Smart Rules**
- 5. Special Places**
- 6. An Experience Economy**

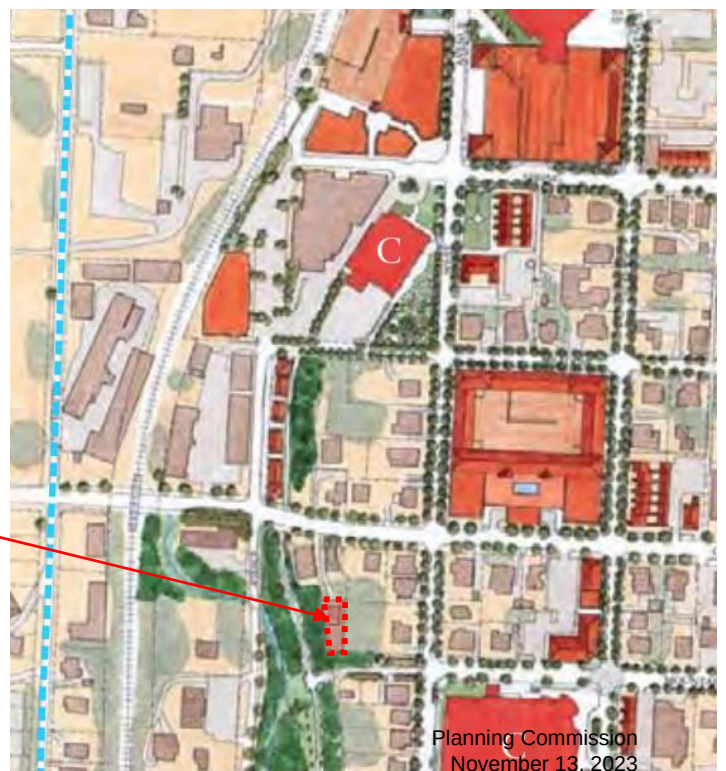
The Illustrative Master Plan at right was created during the charrette. The plan synthesizes community ideas and depicts the idealized build-out for downtown. This map is for illustrative purposes and is not a regulating document. The Illustrative Master Plan identifies key opportunity parcels for potential development, redevelopment, conservation, and preservation. A large copy of the plan is included in the Appendix and is on display at City Hall.

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April 30, 2004

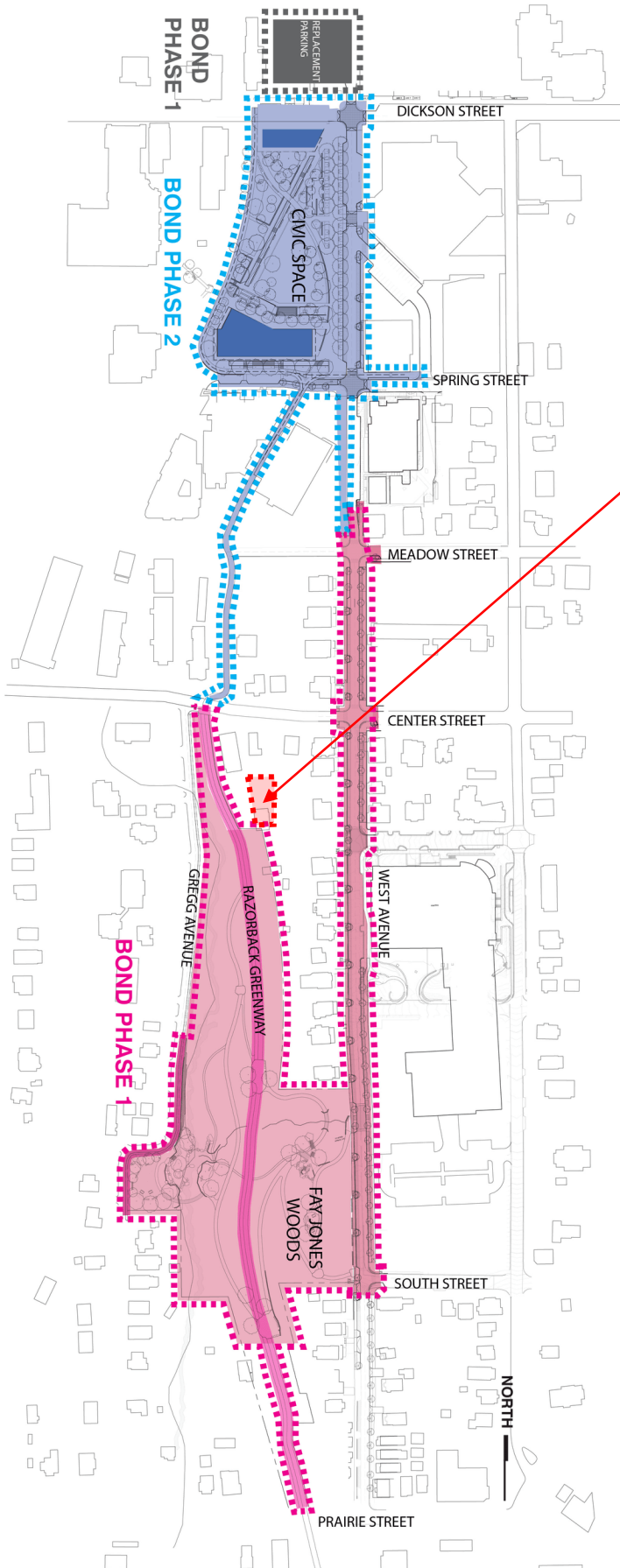


FAYETTEVILLE DOWNTOWN MASTER PLAN

SUBJECT PROPERTY



CULTURAL ARTS CORRIDOR EXHIBIT



Wonsower, Donna

From: Tamijani, Zak
Sent: Tuesday, November 7, 2023 11:49 AM
To: Wonsower, Donna
Subject: RZN-2023-0029

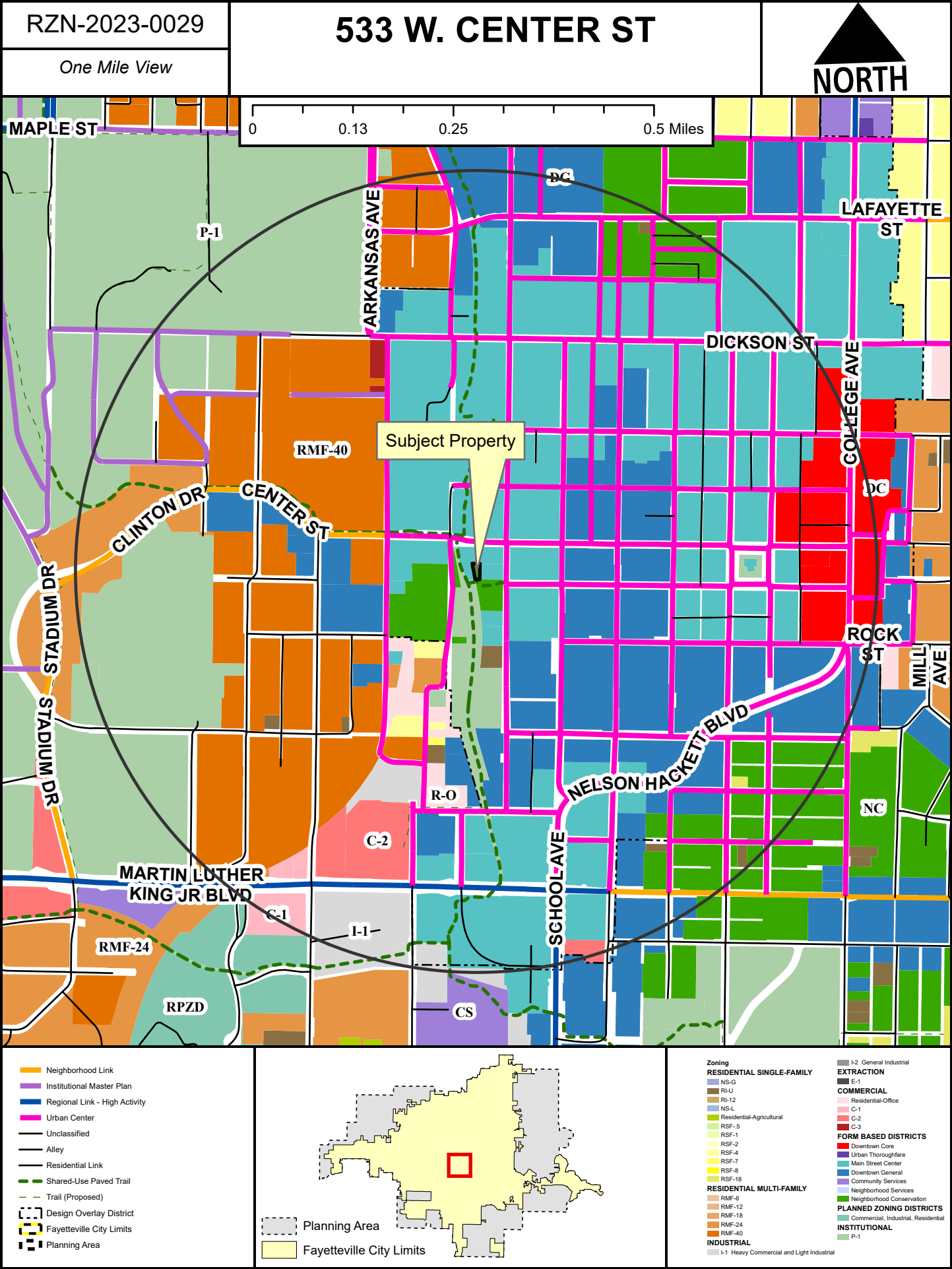
Follow Up Flag: Follow up
Flag Status: Flagged

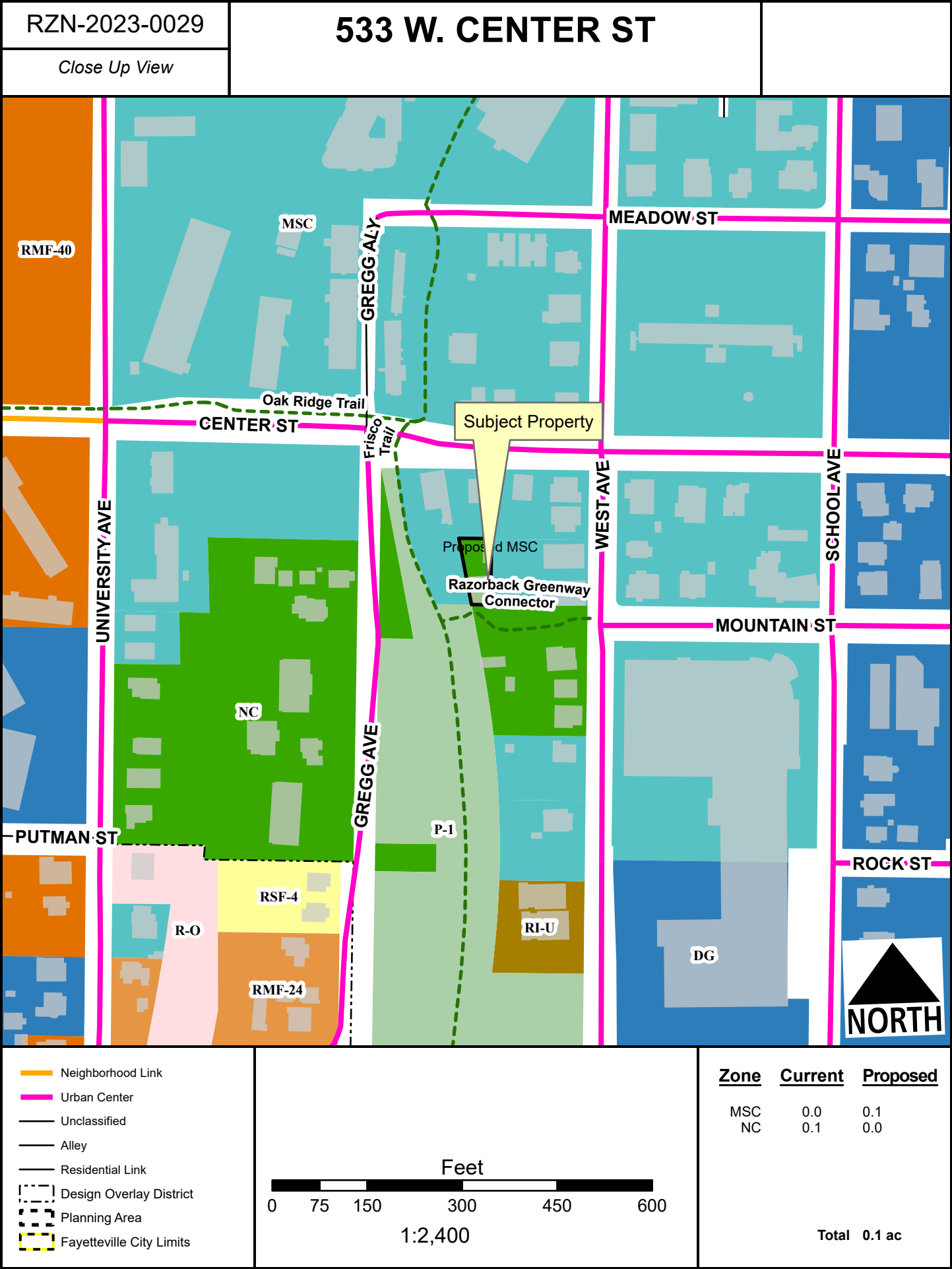
Alan Ostner stated support for this RZN.

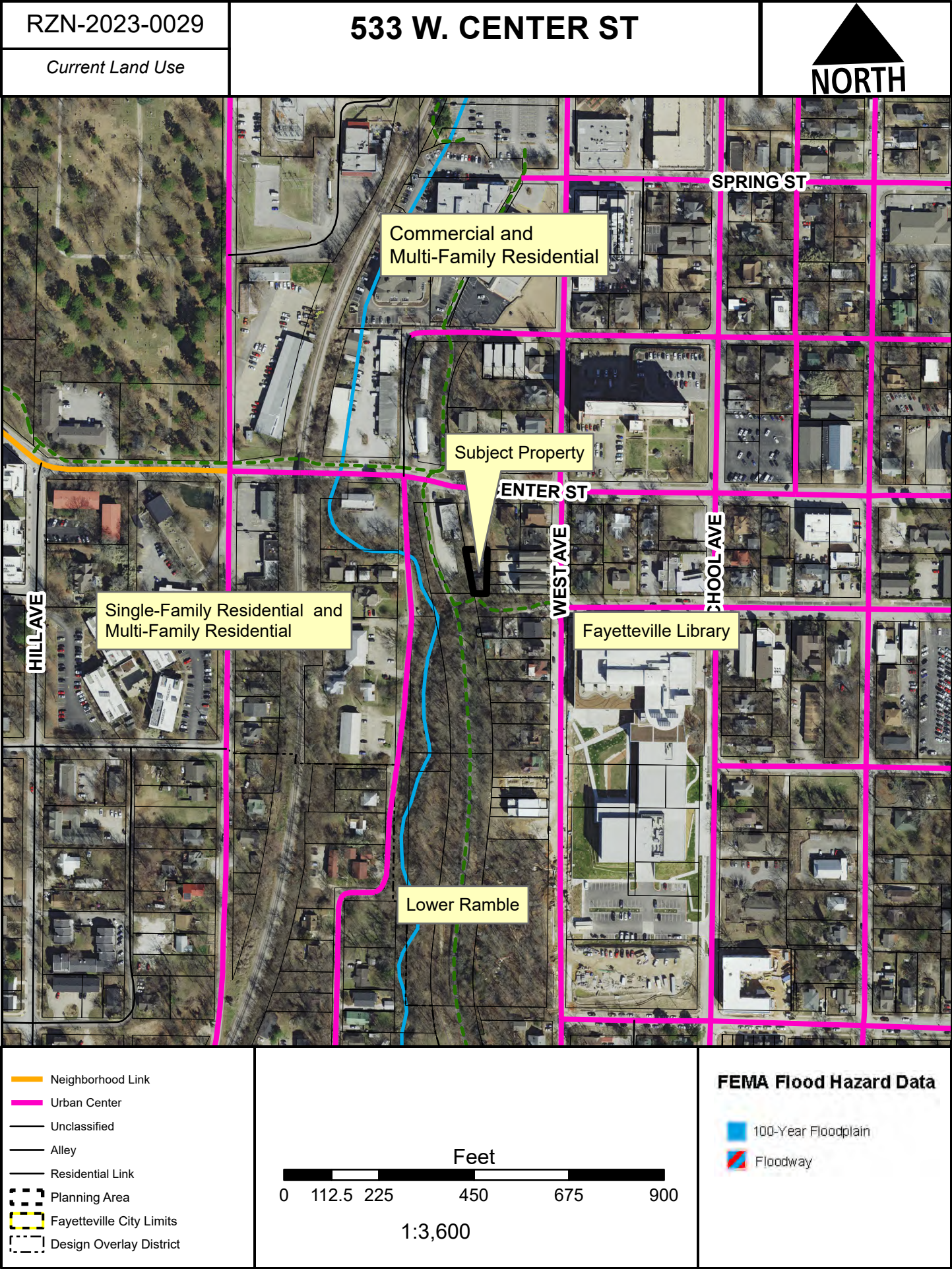
Zak Tamijani
Planning Technician
City of Fayetteville
479-444-3443

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



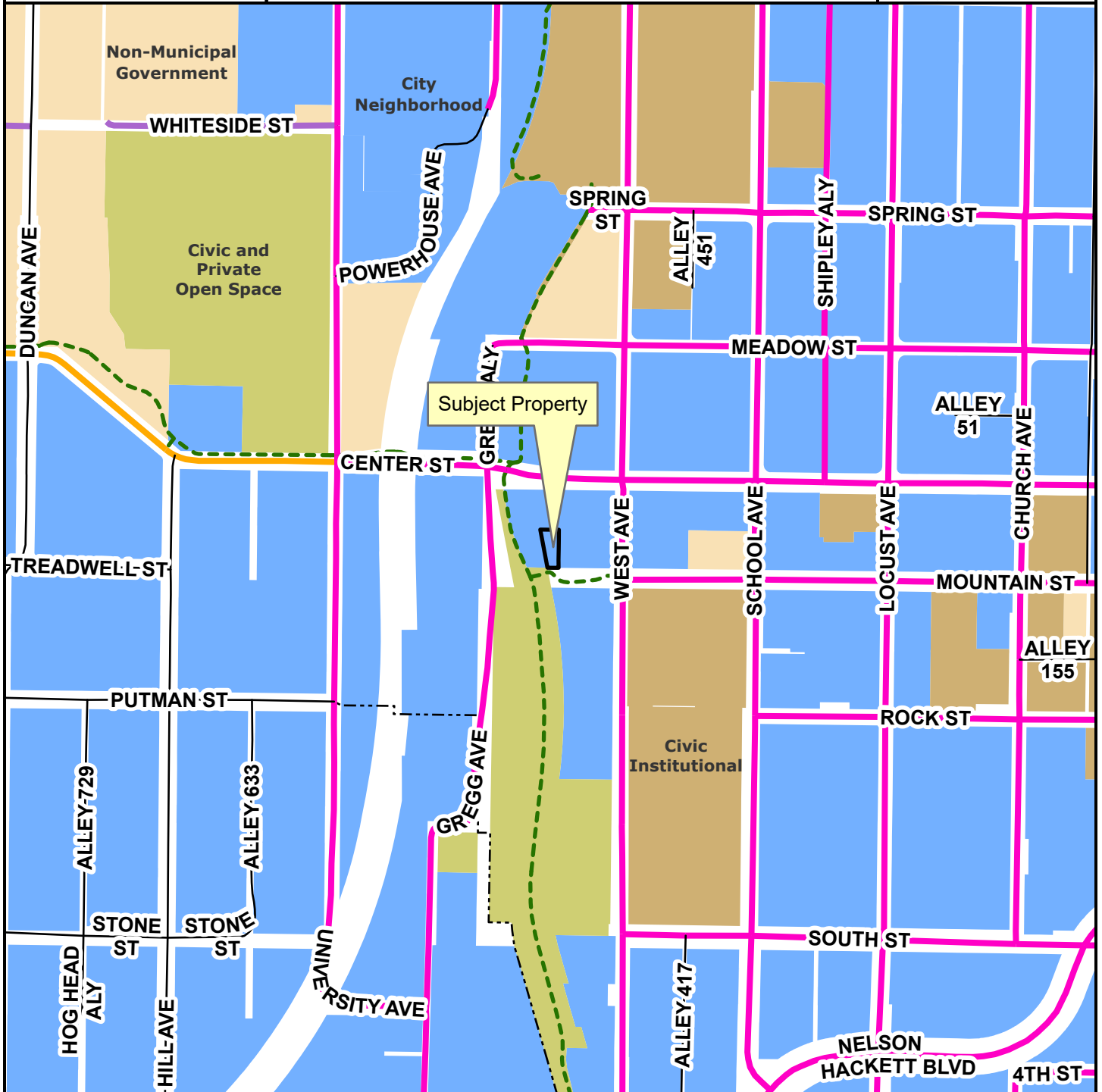




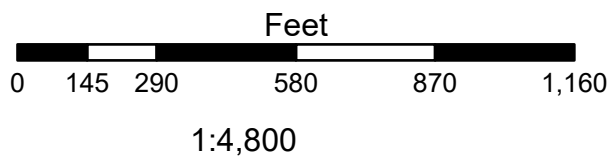




Future Land Use



- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center