

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, February 27, 2024

4:30 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

DEDICATION FUNDS FROM THE SOUTHWEST QUADRANT (2024-1744)

A.5. KAJACS CONTRACTORS, INC. (UTILITY RELOCATIONS):

A RESOLUTION TO AWARD BID #24-22 AND AUTHORIZE A CONTRACT WITH KAJACS CONTRACTORS, INC. IN THE AMOUNT OF \$4,349,500.00 FOR CONSTRUCTION OF WATER AND SEWER UTILITY RELOCATIONS ALONG HIGHWAY 16, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$435,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1750)

A.6. MCCLELLAND CONSULTING ENGINEERS, INC. (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$218,974.41 FOR ADDITIONAL SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 16, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1753)

A.7. DRAKE FIELD T-HANGAR (LEASE AGREEMENT):

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2024 AT THE CURRENT RENTAL RATE FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE AIRPORT (2024-1746)

A.8. ALPINE AVIATION OF FAYETTEVILLE (LEASE AGREEMENT):

A RESOLUTION TO APPROVE A THREE-YEAR LEASE AGREEMENT WITH ALPINE AVIATION OF FAYETTEVILLE, INC. FOR THE HANGAR AT 4166 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$750.00 PER MONTH (2024-1749)

A.9. FIRST STAR EXTERIORS, LLC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #23-48 AND AUTHORIZE A CONTRACT WITH FIRST STAR EXTERIORS, LLC IN THE AMOUNT OF \$193,975.00 FOR ROOF REPLACEMENT OF THE ROCK STREET ANNEX ROOF, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$19,397.50, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 CITY FACILITIES IMPROVEMENT BOND PROJECT (2024-1747)

A.10. SEVEN HILLS HOMELESS CENTER (FUNDING ASSISTANCE):

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$40,000.00 FOR MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2024 (2024-1738)

A.11. BENCHMARK CONSTRUCTION COMPANY OF NWA, INC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A CONTRACT WITH BENCHMARK CONSTRUCTION COMPANY OF NWA, INC. IN THE AMOUNT OF \$789,747.50 FOR THE CONSTRUCTION OF THE NORTH STREET CORRIDOR IMPROVEMENTS PROJECT PHASE 1, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$80,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 STREET IMPROVEMENT BOND PROJECT (2024-1737)

A.12. ARKANSAS DEPARTMENT OF TRANSPORTATION (FUNDING RECOGNITION):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,948,635.00 RECOGNIZING FEDERAL-AID AND STATE FUNDING FROM ARDOT FOR RIGHT OF WAY ACQUISITION ASSOCIATED WITH IMPROVEMENTS TO HIGHWAY 112 (2024-1751)

A.13. MCCLELLAND CONSULTING ENGINEERS, INC., OLSSON, INC. AND GTS, INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD RFQ #24-01 SELECTION #1 AND AUTHORIZE THE PURCHASE OF ON-CALL MATERIALS TESTING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC., OLSSON ASSOCIATES, INC., AND GTS, INC. AS NEEDED THROUGH APRIL 30, 2025 (2024-1739)

A.14. MCCLELLAND CONSULTING ENGINEERS, INC., HAWKINS-WEIR ENGINEERS, INC., AND OLSSON ASSOCIATES, INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD RFQ #24-01 SELECTION #2 AND AUTHORIZE THE PURCHASE OF ON-CALL SURVEYING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC., HAWKINS-WEIR ENGINEERS, INC., AND OLSSON ASSOCIATES, INC. AS NEEDED THROUGH APRIL 30, 2025 (2024-1740)

A.15. RUSH TRUCK CENTER OF AR (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A INTERNATIONAL HV DUMP TRUCK FROM RUSH TRUCK CENTER IN THE AMOUNT OF \$209,706.12 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1730)

A.16. LEWIS FORD OF FAYETTEVILLE (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD F150 LIGHTNING FROM LEWIS FORD IN THE AMOUNT OF \$61,974.00 PLUS ANY

APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE A BUDGET ADJUSTMENT. (2024-1733)

A.17. HENARD UTILITY PRODUCTS, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A BRUSH CHIPPER FROM HENARD UTILITY PRODUCTS, INC IN THE AMOUNT OF \$54,251.60 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1734)

A.18. POLARIS SALES, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A POLARIS RANGER FROM POLARIS SALES, INC. IN THE AMOUNT OF \$36,499.46 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1735)

A.19. PREMIER TRAILERS (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO TRAILERS FROM PREMIER TRAILERS IN THE AMOUNT OF \$29,600.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1736)

B. UNFINISHED BUSINESS

B.1. REZONING-2023-0035: (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0035 FOR APPROXIMATELY 2.44 ACRES LOCATED NORTHWEST OF NORTH SHILOH DRIVE AND WEST CHICORY PLACE IN WARD 2 FROM CPZD, COMMERCIAL PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE (2024-1635)

AT THE FEBRUARY 20, 2024 CITY COUNCIL MEETING THIS ITEM WAS LEFT ON THE SECOND READING.

C. NEW BUSINESS

C.1. PERMIT-READY BUILDING DESIGN PROGRAM (AMENDMENT):

AN ORDINANCE TO ENACT §166.28 PERMIT-READY BUILDING DESIGN PROGRAM TO PROVIDE FOR THE ESTABLISHMENT OF A PERMIT-READY

BUILDING DESIGN PROGRAM AND ASSOCIATED DEVELOPMENT REQUIREMENTS SPECIFIC TO THE PROGRAM'S RESIDENTIAL BUILDINGS, AND TO ESTABLISH AN INITIAL PROGRAM AREA (2024-1741)

C.2. VACATION-2024-0001: (N. BOB YOUNKIN DR. & W. DRAKE ST./LEGACY VENTURES NWA, 251):

AN ORDINANCE TO APPROVE VAC 24-01 FOR PROPERTY LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST DRAKE STREET IN WARD 3 TO VACATE FIVE GENERAL UTILITY EASEMENTS TOTALING 0.108 ACRES (2024-1727)

C.3. NON-UNIFORMED STAFF (PAY AND BENEFITS STUDY):

A RESOLUTION TO APPROVE THE JER HR GROUP, LLC'S NON-UNIFORM STAFF PAY AND BENEFITS STUDY, TO APPROVE THE 2024 NON-UNIFORMED STAFF PAY PLAN STRUCTURE, AND TO APPROVE THE 6.34% BUDGET FOR THE PAY PLAN (2024-1725)

C.4. 2024 CITY-WIDE EMPLOYEE COMPENSATION (COMPENSATION PACKAGE):

A RESOLUTION TO OBLIGATE FUNDS IN THE AMOUNT OF \$2,326,000.00 TO FACILITATE THE CITY-WIDE 2024 EMPLOYEE COMPENSATION ADJUSTMENT (2024-1726)

PROPOSED AGENDA ADDITIONS

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

**D.1. SALES TAX REPORT - CHIEF FINANCIAL OFFICER AND ENERGY REPORT
- ENVIRONMENTAL DIRECTOR**

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kevin Springer, Budget Director
SUBJECT: **Amend Resolution 53-24 - Approval Of A Budget Adjustment (JA Riggs Tractor, Co.)**

RECOMMENDATION:

Approval of a resolution to amend Resolution 53-24 to include approval of a budget adjustment.

BACKGROUND:

Resolution 53-24 was approved by City Council on February 6, 2024, to authorize the purchase of a Caterpillar Wheel Loader with waste package from J.A. Riggs Tractor Company.

DISCUSSION:

The recommendation section of the original staff memo indicated the need for the approval of a budget adjustment, which was also included, but the body of the resolution did not include "approval of the budget adjustment."

BUDGET/STAFF IMPACT:

A budget adjustment is being presented for your approval.

ATTACHMENTS: SRF (#3), BA (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1731

Amend Resolution 53-24 - Approval Of A Budget Adjustment (JA Riggs Tractor, Co.)

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT ASSOCIATED WITH RESOLUTION 53-24

WHEREAS, on February 6, 2024, Resolution 53-24 was approved by City Council to authorize the purchase of a Caterpillar Wheel Loader from J.A. Riggs Tractor Company; and

WHEREAS, the body of the resolution did not include approval of a necessary budget adjustment.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, associated with Resolution 53-24.

City of Fayetteville Staff Review Form

2024-1731

Item ID

3/5/2024

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

Kevin Springer

2/9/2024

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

AMEND RESOLUTION 53-24 - APPROVAL OF A BUDGET ADJUSTMENT (JA RIGGS TRACTOR, CO.)

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02077-2024

Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 448,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 448,000.00

Does item have a direct cost? Yes

Item Cost

\$ 325,370.68

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 100,500.00

Remaining Budget

\$ 223,129.32

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 53-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2024	/Org2		
	Requestor:	Ross Jackson	

Unit 6028 (SWST_F055) was budgeted for replacement in 2024. However, it was determined that they require a larger unit to accomplish their tasks more efficiently. For this increase in equipment size, there is also an increase in cost. This request is to move funds to Fleet to cover the additional cost of the initial purchase price.

	COUNCIL DATE:	3/5/2024
	ITEM ID#:	2024-1731
	Holly Black	
	1/12/2024 2:45 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.202413



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Ted Jack, Park Planning Superintendent

SUBJECT: **Underwood Park Phase 1 Improvements Design Contract**

RECOMMENDATION:

Staff recommends entering into a contract with Ecological Design Group, Inc. to provide design services for Phase One improvements to Underwood Community Park for a fee not to exceed \$262,000.00 and to approve a project contingency of \$15,000.00 and associated Budget Adjustment.

BACKGROUND:

Ecological Design Group (EDG) was selected through RFQ 22-01, Selection 9, to prepare a master plan for Underwood Community Park. The master plan has been completed and this contract will continue their work creating the construction and bid documents, and construction administration necessary for phase one improvements at the park.

DISCUSSION:

Underwood Community Park is a new Community Park serving the Northwest area of the city. The park is undeveloped, except for Clabber Creek multiuse trail and some infrastructure from its prior use as a golf course. The first phase will focus on essential infrastructure including access drive, parking, and restroom to enable greater use of the park along with park amenities such as a playground, pickleball courts and basketball court.

BUDGET/STAFF IMPACT:

Funds for this contract are available in the Parks Projects Bond Phase II (2022) Fund in project (46050.7570).

GLACCOUNT	PROJECT	AMOUNT	Notes:
4705.860.7570-5860.02	46050.7570	\$262,000	Design Contract
4705.860.7570-5911.99	46050.7570	\$15,000	Contingency
TOTAL		\$277,000	

ATTACHMENTS: SRF (#3), BA (#4), EDG Underwood Ph1 Contract (#5), Attachment A - Underwood Scope of Services (#6), Attachment B - Exhibit Program (#7)

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 #: 2024-1745

Underwood Park Phase 1 Improvements Design Contract

A RESOLUTION TO APPROVE A PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT WITH ECOLOGICAL DESIGN GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$262,000.00 FOR DESIGN SERVICES ASSOCIATED WITH PHASE ONE IMPROVEMENTS TO UNDERWOOD COMMUNITY PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Ecological Design Group was selected through RFQ 22-01, Selection 9, to prepare a master plan for Underwood Community Park; and

WHEREAS, the master plan has been completed and this contract will provide for construction and bid documents and construction administration necessary for Phase One improvements at the park.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional architectural services agreement with Ecological Design Group, Inc. in an amount not to exceed \$262,000.00 to provide design and construction administration services for Phase One improvements to Underwood Community Park, and further approves a project contingency in the amount of \$15,000.00.

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 Resolution.

City of Fayetteville Staff Review Form

2024-1745

Item ID

3/5/2024

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

Ted Jack

2/14/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends entering into a contract with Ecological Design Group, Inc. to provide design services for Phase One improvements to Underwood Community Park for a fee not to exceed \$262,000.00 and to approve a project contingency of \$15,000.00 and associated Budget Adjustment.

Budget Impact:

4705.860.7570-5860.02

Parks Projects 2022 Bonds

Account Number

Fund

46050.7570

Underwood Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 10,787,444.00

Expenses (Actual+Encum)

\$ 2,917,306.82

Available Budget

\$ 7,870,137.18

Does item have a direct cost? Yes

Item Cost

\$ 262,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 277,000.00

Remaining Budget

\$ 7,885,137.18

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: RFQ 22-01, Selection 9

Budget Year	Division	Adjustment Number
2024	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

Staff recommends entering into a contract with Ecological Design Group, Inc. to provide design services for Phase One improvements to Underwood Community Park for a fee not to exceed \$262,000.00 and to approve a project contingency of \$15,000.00 and associated Budget Adjustment.

COUNCIL DATE:	3/5/2024
ITEM ID#:	2024-1745
Holly Black	
2/14/2024 10:07 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

RESOLUTION/ORDINANCE

v.2024116

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
ECOLOGICAL DESIGN GROUP, INC.

THIS AGREEMENT is made as of _____, 2024, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and ECOLOGICAL DESIGN GROUP, INC (hereinafter called EDG).

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF EDG

- 2.1 Perform professional services in connection with the Project, as hereinafter stated, which shall include normal engineering, landscape architecture, and surveying services.
- 2.1.1 The Scope of Services furnished by EDG during the Project is included in the January 31, 2024 Proposal from EDG, attached hereto as Attachment A, and made part of this Agreement.
- 2.2 EDG shall coordinate their activities and services with the CITY OF FAYETTEVILLE. EDG and CITY OF FAYETTEVILLE agree that EDG has full responsibility for the services.
- 2.3 EDG shall coordinate their activities and services so that future phases of work or considered.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

SECTION 4 - PERIOD OF SERVICE

- 4.1 Time is of the essence in this agreement and this Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. EDG will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 5 - PAYMENTS TO EDG

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$262,000.00** including approved expenses. The CITY OF FAYETTEVILLE shall compensate EDG based on the percent of work completed as described in Attachment A – Scope of Services.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with EDG's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by EDG and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is

accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the services for the Project.

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

6.2.1 EDG will exercise reasonable skill, care, and diligence in the performance of EDG's services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to EDG any defects or suspected defects in EDG's services of which CITY OF FAYETTEVILLE becomes aware, so that EDG 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 EDG.

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

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

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

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

- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that EDG is given:
 - 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to EDG at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of EDG's default.
- 6.5.4 If termination for default is effected by EDG, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to EDG for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by EDG relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, EDG shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by EDG in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of EDG to fulfill contractual obligations, it is determined that EDG had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
 - 6.6.1 In the event the services of EDG are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond EDG's reasonable control, EDG shall be entitled to additional compensation and time for reasonable costs incurred by EDG in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 EDG's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

- 6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and EDG 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 EDG in the performance of this Agreement, and disputes concerning payment.

- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

- 6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give EDG written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

- 6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and EDG 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 EDG and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to EDG for services rendered by EDG.

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of EDG's employees and the importance of EDG's public relations, EDG may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to EDG'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 EDG. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information

from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of EDG's activities pertaining to any such publication shall be for EDG's account.

6.11 Indemnification

- 6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and EDG from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. EDG may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by EDG as part of the Services shall become the property of CITY OF FAYETTEVILLE when EDG has been compensated for all Services rendered, provided, however, that EDG shall have the unrestricted right to their use. EDG 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 EDG. EDG shall provide usable cad files of survey and layout work. The city shall hold EDG harmless from any use of those cad files by the city for work not associated with EDG.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. EDG makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

- 6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

EDG's address:
EDG
120 South IZard Street
Little Rock, AR 72201

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and EDG each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor EDG shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas within Washington County without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between EDG and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to EDG a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by EDG, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of EDG

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve EDG of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 EDG shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by EDG's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 EDG's obligations under this clause are in addition to EDG'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 EDG for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and EDG arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 EDG 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. EDG shall also maintain the financial information and data used by EDG 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. EDG will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub-agreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to sub-agreement performance, excluding any financial records of EDG;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the sub-agreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 EDG 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 EDG for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that EDG or any of EDG's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to EDG terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against EDG as it could pursue in the event of a breach of the Agreement by EDG. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs EDG incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, EDG will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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

CITY OF FAYETTEVILLE, ARKANSAS

ECOLOGICAL DESIGN GROUP, INC.

By: _____
Mayor, Lioneld Jordan

By: Martin Smith
Martin Smith – Principal
EDG

ATTEST:

By: _____
City Clerk Treasurer, Kara Paxton

Title: PRESIDENT

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Attachment A – Scope of Services



January 31, 2024

Ted Jack, PLA, ASLA
Park Planning Superintendent
Parks, Natural Resources and
Cultural Affairs
City of Fayetteville, Arkansas
479.444.3469
tjack@fayetteville-ar.gov

Re: Underwood Park – Phase One – Schematic Design – Construction Administration

Dear Ted,

Please find the following proposal for professional landscape architectural and civil engineering services regarding the above-mentioned project for the City of Fayetteville. The scope of work shall be based on the master plan, park staff input, and phase one exhibit/program as attached.

SCOPE OF SERVICES

The purpose of the services proposed herein is to provide Schematic Design, Design Development Documents, Construction Documents, Bid Services, and Construction Administration. In addition, the following services are included as allowances for each: Existing Conditions & Boundary Survey (Phase One Only), Wetland Delineation (Up to Entire Site) + USACE permitting (If Required), Hec-ras modeling as required by the City of Fayetteville to assure no modifications to the floodplain. Basic services for phase one shall include but not be limited to: Entry drive parking and lighting, accessible sidewalks, Denali CXT Restroom, utility infrastructure (Water, Sewer, Electric), Earthwork and Storm Drainage, Landscape and Irrigation design, Pickleball & Basketball Courts, playground, Signage, Site furnishings, Maintenance and Improvements for existing infrastructure, Cost Estimating, Specifications, Management Plan.

The playground will be a major feature of the design and is to follow a “natural theme” and be different than other COF Community Park playgrounds. The playground shall meet relevant playground standards.

BASIC SERVICES Landscape Architecture & Civil Engineering

TASK A: Schematic Design (30 business days + 2 weeks of city review)

1. Virtual coordination meetings as required, including up to (2) design/owner coordination meetings in Fayetteville Arkansas.
2. Coordination with all sub-consultants regarding their scope of work.

3. Prepare Schematic Design Drawings that address all phase one program elements, indicating the expected materials of major site elements and provide information on major equipment/furnishings.
4. Schematic Design Submission for review (plan set + illustrations/views).
5. Site Plan, Grading and Drainage Plan, Utility Plan, Planting Plan (Note: Utility Plan will encompass identifying likely routing for utility infrastructure for future phases.)
6. Opinion of probable cost.
7. Schedule: Schematic Design shall be completed 30 business days after receipt of an acceptable existing conditions and boundary survey. City review shall include 10 business days
8. The Schematic Design Package shall be delivered to the COF for review and comments/modifications. The City shall provide their comments in writing for EDG to incorporate into the next phase of work. Attendance of a city preliminary design review with planning departments shall be included at the conclusion of this task.

TASK B: Design Development Drawings (60 business days + 2 weeks of city review)

Based on the approved Schematic Design Drawings and Client Comments, EDG will perform the following design development tasks:

1. Virtual coordination meetings as required, including up to (2) design/owner coordination meetings in Fayetteville Arkansas.
2. Prepare landscape architectural and civil engineering design development documents including all phase one elements incorporating city comments/modifications. Provide a list of all major materials such as surfacing, site furnishings, playground equipment, and pavilions. Cutsheets shall be provided for all manufactured materials/furnishings.
3. Prepare preliminary sitework and utility detail sheets for all landscape and civil engineering elements. Prepare an estimate of cut and fill on the site with specifications regarding imported materials.
4. Prepare a planting plan.
5. Coordination with local utility providers, including regulatory agencies as required for utility infrastructure improvements.
6. Coordinate with subconsultants: structural engineer, electrical engineer, and other sub-consultants including, site lighting, CXT vendor, and hec-ras modeling.
7. Prepare outline of site related technical specifications for coordination with other disciplines.
8. Design Development Drawing package submission.
9. Update the Opinion of Probable Cost with additional details gained in this task, including quantities and unit cost for each.

TASK D: Construction Documents (90 business days + 4 weeks of city review including Council Approval)

Based on the approved Design Development Design Drawings and Client Comments, EDG will perform the following construction document tasks:

1. Virtual coordination meetings as required, including up to (2) design/owner coordination meetings in Fayetteville, Arkansas.

Ecological Design Group, Inc. | 120 South Izard Street, Little Rock, AR 72201 | www.ecologicaldg.com

2. Prepare landscape architectural and civil engineering construction documents including all phase one elements.
3. Prepare construction site work details including sections, elevations, and plan details.
4. Prepare a planting plan (including soil design, planting details and irrigation plan).
5. Provide 50% and 90% site construction drawings for review including, but not limited to the following:
 - a. Site Demolition Plans
 - b. Site Erosion Control and Tree Protection Plans
 - c. Site Layout Plans
 - d. Site Utility Plans
 - e. Site Electrical Plan
 - f. Site Grading and Drainage Plans including cut and fill related to the floodplain.
 - Stormwater control plans and calculations.
 - g. Sitework Details
 - h. Planting Plan, Soil Design, Plant Legend, Details & Notes
 - i. Irrigation Plan & Details
 - j. Site Furnishings and Signage Schedule
 - k. CXT Denali Restroom plans
6. Provide stamped site construction drawings including, but not limited to the above-mentioned drawings.
7. Provide technical specifications for phase one elements at 50% & 90% completion.
8. Submit Construction Documents to the City of Fayetteville for Grading and utility Permits Review, address city comments, and resubmit drawings, as necessary.
9. Prepare a draft bid tab including deductive alternatives.

TASK E: Large Scale Development Submission (Completed within Task D Timeline)

EDG will perform the following tasks to seek approval from the City of Fayetteville and other jurisdictional agencies to begin construction of the project.

1. Attend pre-submittal review meeting with the City of Fayetteville staff.
2. Submit 50% Construction Drawings as prepared during Task D to the City of Fayetteville in accordance with Large Site Improvement Plan approval process outlined in the City's subdivision code of ordinances. This includes the preparation of the following additional information beyond the construction drawings prepared in Task D:
 - a. Stamped Drainage Report and associated calculations.
 - b. Preparation of the Large Site Improvement Application and associated documentation for submittal.
 - c. Additional drawings required by the City that are not included in the Construction Drawings.
3. Revise and edit the drawings and specifications as required based on comments received by the City of Fayetteville from the Planning Department.
4. Submit revised drawings and specifications to the City of Fayetteville Planning Department.
5. Assist the Client in preparation of the building permit application; and

6. Submit the Construction Drawings and specifications for the proposed water and sewer system improvements along with design calculations to the Arkansas Department of Health (ADH) for review and approval.

TASK F: Bidding and Negotiations

EDG to assist the City of Fayetteville in preparation of the Bid Package and Bidding of the Project, leading a pre-bid meeting, answering bidder's questions, and any work to support addendums if needed.

TASK G: Construction Administration + Project Inspections (Approximately 12 months)

Perform Construction Administration including:

1. Organize and lead a pre-construction meeting with COF and Contractor/Subcontractor staff.
2. Monthly OAC meetings to review construction progress including, but not limited to:
3. RFI Tracking and Responses.
4. Submittal Log Schedule.
5. Submittal Reviews.
6. Shop Drawing Reviews.
7. Pay Application Review; and
 - a. Site visits as required to confirm compliance with construction documents, resolve infield conflicts with design intent, photo documentation of all elements of construction.
 - b. Perform required inspections of public infrastructure scope as required by the City of Fayetteville as role of Engineer of Record (EOR). The EOR is required to schedule all inspections with the city engineering department and have a representative at said inspections.
 - c. Prepare as-built documents using as-built data provided by the contractor and surveyor as required by the City of Fayetteville to obtain a Certificate of Occupancy.
 - d. Schedule and Facilitate the Site Final Inspection with the City of Fayetteville.
 - e. Prepare Civil Engineering as-built documents as required by the City of Fayetteville to obtain a Certificate of Occupancy.

REMUNERATION Landscape Architecture + Civil Engineering Basic Services

We propose to perform Basic Services work described above based on a lump sum fee as indicated below. The fee is based on 8% of the budgeted construction cost of \$2,400,000 and shall be adjusted accordingly if increased or decreased.

TASK A: Schematic Design	\$19,200.00
TASK B: Design Development Drawings	\$42,000.00
TASK C: Construction Documents	\$74,800.00
TASK D: Large Scale Development Submission	\$12,600.00
TASK E: Bidding and Negotiations	\$ 2,400.00
<u>TASK D: Construction Administration + Project Inspections</u>	<u>\$41,000.00</u>
Total LA + CIVIL Basic Services	\$192,000.00

The following are allowances for documentation required for preparation of construction documents and/or permitting required for construction of the project. Sub consultant invoices will be issued for reimbursement and not to exceed the following:

ALLOWANCE NO.1: Existing Conditions and Boundary Survey	\$20,000.00
ALLOWANCE NO.2: Wetland Delineation + USACE Permit if Required	\$15,000.00
ALLOWANCE NO.3: Hec-Ras Modeling to assure no impact	\$25,000.00
ALLOWANCE NO.4: Geotechnical Report	\$ 5,000.00
REIMBURSABLE EXPENSES: See Item A below	\$ 5,000.00
Allowance Total Not to Exceed	<u>\$70,000.00</u>

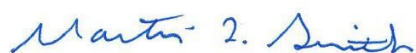
Total LA + Civil Basic Services + Allowances not to exceed \$262,000.00

A. Reimbursable Expenses:

1. The Client shall, in addition to payment of the fee, reimburse the Consultant for expenditures made for such items as, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; computer plots; reproductions; prints; postage; mileage (IRS standard mileage rate) Reimbursable expenses will be billed at 1.0 times direct cost.

We thank you for the opportunity to submit this proposal and look forward to working with you on this exciting project. Your signature in the space provided on this proposal, returned to us, will indicate Agreement and permit us to proceed with the work as directed.

Respectfully submitted,



ECOLOGICAL DESIGN GROUP, INC.

Martin L. Smith, PLA Brahman Driver, P.E.

End of Scope of Services.

See City of Fayetteville Contract for additional information.

Attachment B**Underwood Community Park Phase 1 Exhibit/Program**

Park Planning - 1/31/2024

Note: The program elements defined below are preliminary and may need to be changed based on information discovered in the design process. The preliminary cost estimates will be refined in the design process and are not meant to set budgets for each line item, but meant to provide a rough estimate of how to prioritize the design work.

<u>Item</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Costs</u>
1 Mobilization, Bonds, Insurance	1 LS	\$75,000	\$75,000
2 Entry Drive and Parking	48,000 SF	\$10	\$480,000
3 Drive and Parking Lighting	14 Pole	\$4,000	\$56,000
4 Parking Stormwater Features/Landscaping	1 LS	\$125,000	\$125,000
5 Dean to Hub Area Sidewalks	1,480 LF	\$75	\$111,000
6 Walk along Dean Solomon	225 LF	\$110	\$24,750
7 CXT Denali Restroom & Sewer	1 LS	\$145,000	\$145,000
8 Electrical Infrastructure	1 LS	\$35,000	\$35,000
9 Berms / Grading	1 LS	\$50,000	\$50,000
10 Drainage	1 LS	\$110,000	\$110,000
11 Hub Entry area enhancements / sitting	1 LS	\$20,750	\$20,750
12 Pickleball/Basketball (no lights)	11,200 sf	\$25	\$280,000
13 Playground	1 LS	\$500,000	\$500,000
14 Picnic Area with Small Pavilion (s) (~16'x24')	1 LS	\$125,000	\$125,000
15 Trees/Landscaping (not parking)	1 LS	\$35,000	\$35,000
16 Cameras/IT	1 LS	\$15,000	\$15,000
17 Phase One Open Space (Mowing)	1 LS	\$2,500	\$2,500
18 Signage	1 LS	\$20,000	\$20,000
19 Benches/Trash Cans	1 LS	\$30,000	\$30,000
20 Work on existing trails/bridges	1 LS	\$110,000	\$110,000
21 Miscellaneous	1 LS	\$50,000	\$50,000
Estimated Construction Costs			\$2,400,000
Planning/Design/CA (not to exceed)			<u>\$262,000</u>
Estimated Project Costs			\$2,662,000



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Ted Jack, Park Planning Superintendent

SUBJECT: **Bid 23-46 Wilson Park Court Improvements**

RECOMMENDATION:

Recommend approval of a contract with SSI of Northwest Arkansas (Bid 23-46) for construction of lighted pickleball courts, tennis court improvements, and basketball court lighting for a contract cost of \$541,241.00 and \$50,000.00 for project contingencies. Also recommend approval of a budget adjustment to recognize Park Land Dedication Funds in the SW Quadrant.

BACKGROUND:

Pickleball is one of the fastest growing sports in the United States and Fayetteville has many players but lacks sufficient courts. This project will build six lighted pickleball courts, replacing a very old tennis court and four small junior courts at Wilson Park. Additionally, the four existing tennis courts will receive new surfacing, fence repair/refurbishment, and lights will be added to the basketball court to extend play at the very popular basketball court. The project was approved by Parks Board at the April 2023 meeting.

DISCUSSION:

To gain the benefit in both reduced costs and staff time, this project was bid with two components including refurbishment of the existing tennis courts to be funded through sales tax, and construction of the new facilities paid for with park land dedication fees. The tennis court work includes bid items 19, 20, 21 plus 25% of bid items 1 and 2 totals \$142,542.62. The pickleball and basketball court lights work total to \$398,698.38.

BUDGET/STAFF IMPACT:

Park Maintenance and Improvement funds are being utilized for work on the existing tennis courts (\$142,542.62) and \$15,000 is allocated to a project contingency for the existing tennis courts. These are funded through Project # 24010.1 account 4470.521.8520-5400.00.

Park land dedication funds are utilized to build the new pickleball courts and light the basketball court (\$398,698.38) and \$35,000.00 is allocated to a project contingency for the pickleball courts and basketball lights.

Purchase Order

Details:

G/L Account #	Project #	Amount
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Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

2250.520.9256-5806.00	13001.5000.2301	\$398,698.38
4470.521.8520-5400.00	24010.1	\$142,542.62
Total		\$541,241.00

ATTACHMENTS: SRF (#3), BA (#4), Signed Agreement Wilson P-Ball (#5), Bid 23-46, Submittal - SSI of Northwest Arkansas - E (#6), Bid 23-46, Bid Tab - Final (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1744

Bid 23-46 Wilson Park Court Improvements

A RESOLUTION TO AWARD BID #23-46 AND AUTHORIZE A CONTRACT WITH SSI OF NORTHWEST ARKANSAS IN THE AMOUNT OF \$541,241.00 FOR THE CONSTRUCTION OF LIGHTED PICKLEBALL COURTS, TENNIS COURT IMPROVEMENTS, AND BASKETBALL COURT LIGHTING, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING PARK LAND DEDICATION FUNDS FROM THE SOUTHWEST QUADRANT

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 #23-46 and authorizes Mayor Jordan to sign a contract with SSI of Northwest Arkansas in the amount of \$541,241.00 for the construction of lighted pickleball courts, tennis court improvements, and basketball court lighting, and further approves a project contingency in the amount of \$50,000.00

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 Resolution, recognizing park land dedication funds from the southwest quadrant.

City of Fayetteville Staff Review Form

2024-1744

Item ID

3/5/2024

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

Ted Jack

2/12/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Recommend approval of a contract with SSI of Northwest Arkansas (Bid 23-46) for construction of lighted pickleball courts, tennis court improvements, and basketball court lighting for a contract cost of \$541,241.00 and \$50,000.00 for project contingencies. Also recommend approval of budget adjustment to recognize Park Land Dedication Funds in the SW Quadrant.

Budget Impact:

4470.521.8520-5400.00

Sales Tax Capital Improvements

2250.520.9256-5806.00

Park Development

Account Number

Fund

24010.1

Parks Maint. & Improvements, Miscellaneous

13001.5000.2301

Wilson Park, Pickleball Courts

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 202,574.00

Expenses (Actual+Encum)

\$ 2,035.79

Available Budget

\$ 200,538.21

Does item have a direct cost? Yes

Item Cost

\$ 541,241.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 433,699.00

Remaining Budget

\$ 92,996.21

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

Recommend approval of a contract with SSI of Northwest Arkansas (Bid 23-46) for construction of lighted pickleball courts, tennis court improvements, and basketball court lighting for a contract cost of \$541,241.00 and \$50,000.00 for project contingencies. Also recommend approval of budget adjustment to recognize Park Land Dedication Funds in the SW Quadrant.

COUNCIL DATE:	3/5/2024
ITEM ID#:	2024-1744
Holly Black	
2/14/2024 11:02 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: WILSON PARK COURT IMPROVEMENTS

Contract No.: Bid # 23-46, Construction – Wilson Park Court Improvements

THIS AGREEMENT is dated as of the ____ day of ____ in the year 2024 by and between The City of Fayetteville, Arkansas and SSI INCORPORATED OF (hereinafter called Contractor).
NW ARKANSAS

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The construction of approximately 13,850 square feet of new post tensioned pickleball court including demolition, excavation, and associated earthwork, sidewalk, drainage and miscellaneous related items. The work also includes the installation of complete LED lighting systems for the new pickleball court and the existing basketball court. Lighting equipment for the pickleball court and basketball court will be purchased separately by the City of Fayetteville. The work also includes the demolition, removal, disposal and replacement of the existing 10-foot tennis court fencing (except poles), existing wood tennis court practice boards and preparation and re-painting of the existing poles and replacement of fence fabric, replacement and painting of the wood practice boards, and preparation and resurfacing of the existing tennis courts.

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

Open burning and/or blasting are not allowed on City projects.

Burying of construction debris is prohibited.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

Refer to Section 00400-Bid Form and/or Detailed Bid Tab for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by Cantique, LLC who assumes the duties and responsibilities, and has the rights and authority assigned to the Engineer by the City of Fayetteville in the Contract Documents in connection with the design of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within 150 consecutive calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within 180 consecutive calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Three Hundred Fifty Dollars (\$350.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER

DOCUMENT 00500 – AGREEMENT (continued)

as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor in advance of the change in scope, cost or fees.

1. There shall be no changes without prior written approval of the Owner's Project Manager.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Owner's Project Manager as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Owner's Project Manager, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner's Project Manager shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by the Owner's Project Manager, and if the character and progress of the Work have been satisfactory to The City of Fayetteville, The City of Fayetteville may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

DOCUMENT 00500 – AGREEMENT (continued)

- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by the Owner's Project Manager and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - 2. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques,

DOCUMENT 00500 – AGREEMENT (continued)

sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given the Owner's Project Manager and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Owner's Project Manager and Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:
WILSON PARK COURT IMPROVEMENTS
 - 8. Addenda numbers ____ inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

DOCUMENT 00500 – AGREEMENT (continued)

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR:

CITY OF FAYETTEVILLE

By: Trent Hanna

By: Lionel Jordan

(Type or legibly print)

Trent Hanna

(Signature)

(Signature)

Title: PRESIDENT

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest Joel Pelt

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

400 JEFF MARY AVE
SPRINGDALE, AR 72762

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

License No. 0001310424

Agent for Service of process

Trent Hasala

(Type or legibly print)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

END OF DOCUMENT 00500



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 23-46 Addendum 4

SSI of Northwest Arkansas

Supplier Response

Event Information

Number: Bid 23-46 Addendum 4
Title: Construction - Wilson Park Court Improvements
Type: Invitation to Bid
Issue Date: 12/17/2023
Deadline: 1/23/2024 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the improvements and construction to the Wilson Park Basketball, Tennis, and Pickleball courts. 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

SSI of Northwest Arkansas Information

Contact: Johnathan Parker
Address: 400 Jean Mary Ave
Springdale, AR 72762
Phone: (479) 361-5857
Email: jparker@ssiofnwa.com
Web Address: ssiofnwa.com

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

Johnathan Parker
Signature

jparker@ssiofnwa.com
Email

Submitted at 1/23/2024 01:36:04 PM (CT)

Requested Attachments

Bid 23-46, Required Signature Forms

Scan Bid Form.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 23-46, Bid Bond

Bid Bond Scan.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 Arkansas Secretary of State Filing Number:

71-0599338

2 Arkansas Contractor License Number:

0001310424

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

4 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

5 Addendum Acknowledgement

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

☒ I agree

Bid Lines**1 Mobilization (Shall Not Exceed 5% of Total Bid, not including Bonds and Insurance)**

Quantity: 1 UOM: LS Price: \$20,000.00 Total: \$20,000.00

2 Bonds and Insurance

Quantity: 1 UOM: LS Price: \$11,130.08 Total: \$11,130.08

3 Act 291, 1993 Trench and Excavation Safety Systems

Quantity: 1 UOM: LS Price: \$250.00 Total: \$250.00

4 Site Preparation and Erosion Control - Complete in Place Including Tree Protection Fencing and Planking (If Required), Tree Root Pruning (If Required), Straw Wattles and 6-Foot Chain Link Construction Fencing

Quantity: 1 UOM: LS Price: \$9,250.00 Total: \$9,250.00

5 Court Demolition and Removal - Including Existing Asphalt Pickleball Court and Approx. 4" Depth Undercut of Existing Pickleball Court Subgrade, Existing Concrete Sidewalk Connections and Existing Concrete Bench, Existing Pickleball Perimeter Fencing and Posts, Existing Pickleball Net Posts, and Proper Disposal

Quantity: 1 UOM: LS Price: \$39,825.38 Total: \$39,825.38

6 Rock Excavation for Sports Lighting Poles - Per Linear Foot of Vertical Depth x 30-inch Diameter Width Including Removal and Disposal (If Required)

Quantity: 24 UOM: LF Price: \$145.00 Total: \$3,480.00

7 Class 7 Base for Proposed Pickleball Court - Approx. 14,365 SF x 4 Inches Depth

Quantity: 200 UOM: CY Price: \$28.25 Total: \$5,650.00

8 Class 7 Base for Pickleball Court Undercut Including Removal and Disposal of Unsuitable Material (If Required)

Quantity: 180 UOM: CY Price: \$40.00 Total: \$7,200.00

9 Structural Fill for Pickleball Court Undercut Including Removal and Disposal of Unsuitable Material (If Required)

Quantity: 180 UOM: CY Price: \$34.00 Total: \$6,120.00

10	Post Tensioned Concrete Pickleball Court - Complete in Place Including Vapor Barrier, Metal Keyways, Stressing Tendons and Steel Reinforcement	Quantity: <u>13850</u> UOM: <u>SF</u>	Price: <u>\$10.63</u>	Total: <u>\$147,225.50</u>
11	Installation of City Supplied LED Pickleball Court Lighting - Complete in Place Including Extension of Electrical Service and Installation of New Distribution Panel, Player-Activated Control Button, Wiring, Poles (4), and Control System	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <u>\$30,550.00</u>	Total: <u>\$30,550.00</u>
12	Installation of City Supplied LED Basketball Court Lighting System - Complete in Place Including Extension of Electrical Service and Installation of New Distribution Panel, Player-Activated Control Button, Wiring, Poles (2), and Control System	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <u>\$11,866.66</u>	Total: <u>\$11,866.66</u>
13	Pickleball Court 8-foot Tall Perimeter and Center Fencing - Complete in Place Including Gates	Quantity: <u>570</u> UOM: <u>LF</u>	Price: <u>\$53.90</u>	Total: <u>\$30,723.00</u>
14	Pickleball Court Net Posts, Sleeves and Nets - Complete in Place	Quantity: <u>6</u> UOM: <u>EA</u>	Price: <u>\$957.83</u>	Total: <u>\$5,746.98</u>
15	Pickleball Court Surfacing and Striping - Complete in Place	Quantity: <u>13850</u> UOM: <u>SF</u>	Price: <u>\$2.25</u>	Total: <u>\$31,162.50</u>
16	Pickleball Court Drainage Improvements - Complete in Place Including 12-Inch Catch Basins, 6-Inch Solid PVC Drainage Pipe, Stone Bedding Material, Filter Fabric, Concrete, Approximately 39 Feet of Pipe Railing at Trough, Tie-in to Existing Drainage Pipe, and Re-grading for Drainage	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <u>\$21,000.00</u>	Total: <u>\$21,000.00</u>
17	6-Inch High x 5.5-Inch Wide Concrete Curb on Top of Pickleball Court - Complete in Place Including Rebar	Quantity: <u>360</u> UOM: <u>LF</u>	Price: <u>\$20.28</u>	Total: <u>\$7,300.80</u>
18	6-Foot Surface Mount Benches - Complete in Place	Quantity: <u>4</u> UOM: <u>EA</u>	Price: <u>\$550.00</u>	Total: <u>\$2,200.00</u>
19	Resurfacing of Existing Tennis Courts - Complete in Place Including 12-Inch Catch Basins, 6-Inch Solid PVC Drainage Pipe, Stone Bedding Material, Filter Fabric, Concrete, Approximately 39 Feet of Pipe Railing at Trough, Tie-in to Existing Drainage Pipe, and Re-grading for Drainage	Quantity: <u>23520</u> UOM: <u>SF</u>	Price: <u>\$3.00</u>	Total: <u>\$70,560.00</u>
20	Removal and Replacement of Existing 10-Foot Tall Tennis Court Fencing Except Poles - Complete in Place Including Removal and Disposal of Existing Fence Fabric, Preparation and Re-painting of Existing Poles and Replacement of Fence Fabric	Quantity: <u>590</u> UOM: <u>LF</u>	Price: <u>\$103.39</u>	Total: <u>\$61,000.10</u>
21	Removal and Replacement of Existing Tennis Court 24-Foot x 10-Foot Wood Practice Walls - Complete in Place Including Removal and Disposal of Existing Wood Boards, Replacement of Wood Boards and Painting	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$1,600.00</u>	Total: <u>\$3,200.00</u>

2 2	Site Restoration - Complete in Place Including Topsoil, Seed, Straw, Watering and Required Maintenance Quantity: <u>200</u> UOM: <u>SY</u> Price: \$79.00 Total: \$15,800.00
2 3	<u>DEDUCTIVE ALTERNATE #1</u> - Line Item #12: Installation of City Supplied LED Basketball Court Lighting System - Complete in Place Including Extension of Electrical Service and Installation of New Distribution Panel, Player-Activated Control Button, Wiring, Poles (2) and Control System <i>(Line excluded from response total)</i> Quantity: <u>1</u> UOM: <u>LS</u> Price: \$11,866.66 Total: \$11,866.66

Response Total: \$541,241.00

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

SSi Incorporated of NW Arkansas

400 Jean Mary Avenue

Springdale, AR 72762

as Principal, hereinafter called the Principal, and

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

a corporation duly organized under the laws of the State of Connecticut 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 Five Percent of the Total Amount Bid Dollars (\$ 5%), 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 # 23-46, CONSTRUCTION – WILSON PARK COURT IMPROVEMENTS

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

DOCUMENT 00410 -BID BOND (continued)

Signed and sealed this 23rd day of January 2024.

PRINCIPAL

(CORPORATE SEAL)

SSi Incorporated of NW Arkansas

By

[Signature]
Trent Hanks, President

SURETY

Travelers Casualty and Surety Company of America

By

[Signature]
Mary Ann Justice, Attorney-In-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

END OF DOCUMENT 00410



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

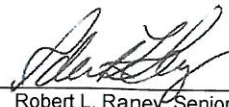
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Mary Ann Justice** of **FORT SMITH, Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

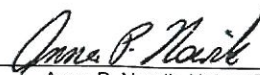
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

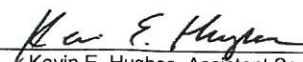
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **January**, 2024




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.

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: WILSON PARK COURT IMPROVEMENTS

Bid #: 23-46, Construction – Wilson Park Court Improvements

Date: 1/23/2024

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company SSI INCORPORATED OF NW ARKANSAS

Name TRENT HANNA

Address 400 JEAN MARIE AVE, SPRINGDALE, AR

Principal Office SPRINGDALE

Corporation, partnership, individual, joint
venture, other CORPORATION

Arkansas State General Contractor's License Number

0001310424

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 54 years and has performed work of the nature and magnitude of this Contract for 54 years. Bidder has been in business under its present name for 39 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

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

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

CARPENTRY, HARDWARE INSTALLATION, CONSTRUCTION MANAGEMENT,

GENERAL LABOR

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

RESUMÉS ATTACHED

- TRENT HANNA

- JONATHAN BEKER

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

TRAVELER'S CASUALTY & SURETY COMPANY OF AMERICA

ONE TOWER SQUARE

HARTFORD, CT 06183

FINANCIAL STATEMENT

- A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

- b. Net fixed assets.
- c. Other assets.
- d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
- f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<u>N/A</u>	<u></u>	<u>\$</u>
b.	<u></u>	<u></u>	<u>\$</u>

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

Date: JANUARY 23, 2024.

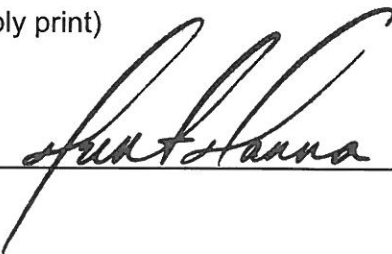
(OFFICIAL SEAL)

Name of Organization:

SSI INCORPORATED OF NW ARKANSAS

By TRENT HANNA

(Type or legibly print)

By 

(Signature)

Title PRESIDENT

(Type or legibly print)

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT (continued)

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

Currently Bonded Projects						
Project Name	Contract Amount	Surety Company	Completion Date	Project Owner	Architecture Firm	Engineering Firm
Tontitown Fire Station	\$ 4,470,000.00	Traveler's	1/26/2024	City of Tontitown	Angela Russell	WER Architecture and Planning
Northbox Hangar	\$ 541,020.00	Traveler's	3/31/2024	City of Harrison	Greg Thomas	Jorgenson and Associates
Cave Springs Community Building	\$ 861,616.00	Traveler's	10/31/2024	City of Cave Springs	Honorable Randall Noblett	Garver
					Clements and Associates	N/A

List of Similar Projects							
Project Name	Contract Amount	Surety Company	Completion Date	Project Owner	Architecture Firm	Engineering Firm	
Tontitown Fire Station	\$ 4,470,000.00	Traveler's	1/26/2024	City of Tontitown	Angela Russell	WER Architecture and Planning	Jorgenson and Associates
Northbox Hangar	\$ 541,020.00	Traveler's	3/31/2024	City of Harrison	Greg Thomas	Garver	Garver
PAM Driver Training Center	\$ 1,595,995.00	N/A	5/31/2024	PAM Transport	Rebecca Kiltz	Benchmark Group	Expedient Civil Engineering
PAM Parking Lot	\$ 1,226,995.00	N/A	10/31/2023	PAM Transport	Rebecca Kiltz	N/A	Expedient Civil Engineering
Cave Springs Community Building	\$ 861,616.00	Traveler's	10/31/2024	City of Cave Springs	Honorable Randall Noblett	Clements and Associates	N/A

TRENT HANNA DETAILS

Experience

- SSI Northwest Arkansas 2023 – *Present*
 - As President, Trent handles operations across the company, and is responsible for increasing corporate revenue each fiscal year. Trent also handles all of the Pre-Construction processes within the office.
- Oelke Construction Company 2022
 - Trent was the Senior Project Manager at Oelke Construction Company. While there, he handled complex projects, while managing the Project Managers that were on staff. He was responsible for implementing organizational strategies at the office to streamline the process of Project Management.
- Commerce Construction Company 2021 – 2022
 - Trent served Commerce Construction as a Project Manager and Estimator. Here, he handled projects individually from the initial budgeting to final close out and delivery.
- Pick-it Construction, Inc. 2019 – 2021
 - Trent started at Pick-it Construction as a Superintendent, and worked mostly in the field for the first year of employment. He was then transitioned into a Project Management role and handled projects from within the office. He managed correspondence with the design teams as well as ownership, and kept track of costs and changes in the contract values on projects.
- University of Arkansas (Bachelor of Architecture) 2014 – 2019
 - Trent spent these (5) years working in a classroom setting, learning the fundamentals of Architecture with the intent to become a practicing architect upon graduation. It wasn't until his 4th year in school that he decided to follow a passion for the built environment, which led him to Pick-it Construction to gain some field experience.

Portfolio

- Arkansas Athlete's Outreach (AAO)
- Prairie Grove Junior High School
- Backwater Cove Apartment Complex
- Farmington Public Library Addition
- Devil's Den Camper Cabins
- GTS Office Building
- DOW Janitorial Addition
- Davis Animal Hospital Addition and Renovation
- CBMAA Parking Deck
- Center Street church of Christ Bathroom Renovation
- Harps Food Stores
- Springdale Municipal Airport
- Kinkead Village Apartments

Portfolio continued

- Kinkead Village Apartments
- Barracks Remodel at Fort Chaffee
- Solid Rock Baptist Church Addition
- Carpet One Warehouse
- Flowerama
- Fort Chaffee Fire Station
- Sterling Banks
- Champions Medical Office Building
- Tontitown Fire Station
- PAM Transport Driving School

JOHNATHAN PARKER DETAILS

Experience

- SSI Northwest Arkansas 2023 – Present
 - PAM Transport Parking (Springdale, AR), Tontitown Fire Station (Tontitown, AR)
- Coyle Construction 2022 – 2023
 - Bristol Commons (Farmington, AR), Hunter Village (Farmington, AR), Caterpillars to Butterflies (Prairie Grove, AR, six fully custom homes ranging from \$600K to \$1.3M dollars)
- Pick-it Construction 2019 – 2022
 - Mount Comfort Veterinary (Fayetteville, AR), Backwater Cove (Fayetteville, AR), Prairie Grove Middle School (Prairie Grove, AR), Devils Den Camper Cabins

Serving as a project manager Johnathan analyzes and coordinates the budget, delegate work, ensure that work is completed on time and within budget, process pay applications, serve as a point of contact for the client, collaborate with sub-contractors, communicates daily with team members and the client, has experience, and understands building design, structural principles, and construction materials.

- Supervised \$700K to \$15.2M dollar commercial projects.

Portfolio

- Donald W. Reynolds Razorback Stadium Renovation (Fayetteville, AR)
- Pi Beta Phi Sorority (Fayetteville, AR)
- Delta Delta Delta Sorority (Fayetteville, AR)
- Fayetteville High School Phase I & Phase II (Fayetteville, AR)
- Bentonville West High School (Centerton, AR)
- ArcBest Headquarters (Barling, AR)
- Mercy Ortho (Fort Smith, AR)
- Washington Regional Women's Center (Fayetteville, AR)
- FedEx Ground (Fort Smith, AR)
- CARTI Cancer Center (Little Rock, AR)
- Walton Arts Center Renovation & Parking Garage (Fayetteville, AR)

DOCUMENT 00400 – BID FORM

Contract Name: WILSON PARK COURT IMPROVEMENTS

Bid Number: 23-46, Construction – Wilson Park Court Improvements

BID TO:

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

BID FROM:

Bidder: SSI INCORPORATED DE NW ARKANSAS
400 JEAN MARY AVE
SPRINGDALE, AR 72762

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>12/29/23</u>
<u>2</u>	<u>1/5/24</u>
<u>3</u>	<u>1/11/24</u>
<u>4</u>	<u>1/17/24</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions. If any, in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

DOCUMENT 00400 – BID FORM (continued)

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- J. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- K. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.
- L. Bidder certifies that they are not debarred from doing business from any government entity.

ARTICLE 4 – BID PRICING REQUIREMENTS

- 4.01 The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.
- 4.02 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 (if applicable) until bids can be compared within the amount certified, plus 25%.
- 4.03 In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected and become confidential.
- 4.04 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.
- 4.05 Bidder shall complete the work in accordance with the Contract Documents for the price(s) submitted by the Bidder.
- 4.06 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

DOCUMENT 00400 – BID FORM (continued)

- 4.07 The Bidder shall include the required labor, products, tools, equipment, transportation, services, incidentals, site access, erection, application, installation, overhead and profit to satisfactorily complete each line item of the work.
- 4.08 In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid except bonds and insurance. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

ARTICLE 5 - CONTRACT ITEMS

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

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security (5% of total bid) in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of TWENTY SIX THOUSAND TWO HUNDRED TWENTY TWO Dollars (\$ 26,222.05 ^{05/100}).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

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

JONATHAN PARKER SSI INCORPORATED OF NW ARKANSAS

400 JEAN MARIE AVE.

SPRINGDALE, AR 72762

Email: JPARKER@SSI OFNWA.COM

Phone No. (479) 361-5857

Fax No. _____

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 8 - TERMINOLOGY

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

Arkansas State Contractor License No. 0001310424 (Not required for Federal Aid Projects; however, Contractor must show proof that they have registered with the proper state authorities for a license.)

If Bidder is:

An Individual

Name (type or printed): _____

By: _____
(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

A Partnership

Partnership Name: _____
(SEAL)

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

Name (type or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

DOCUMENT 00400 – BID FORM (continued)

A Corporation or LLC

Corporation Name: SSI INCORPORATED OF NW ARKANSAS
(SEAL)

State of Incorporation: ARKANSAS

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

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

Name (type or printed): TERRY THANNA

Title: PRESIDENT

SEAL)

(CORPORATE

Attest: [Signature]
(Signature of Corporate Secretary)

Phone No. (479) 361-5857 Fax No. _____

Email address: thanna@ssi.ofnwa.com

Tax ID Number (TIN): 71-0599338

Unique Entity Identifier (UEI) # 5Q48KJAS33DS

Cage Code: _____

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

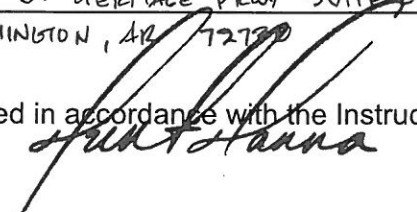
In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID # 23-46, CONSTRUCTION – WILSON PARK COURT IMPROVEMENTS

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	<u>HAUL LAND SPECIALIST</u> <u>SUITE 1</u> <u>2611 HERITAGE PKWY, FARMINGTON, AR 72730</u>	<u> </u>
SWPPP/Erosion Control	<u>HAUL LAND SPECIALIST</u> <u>SUITE 1</u> <u>2611 HERITAGE PKWY, FARMINGTON, AR 72730</u>	<u> </u>
Concrete	<u>ADVANCED CONCRETE SERVICES</u> <u>16521 E HWY 412, SPRINGDALE, AR 72764</u>	<u> </u>
Electrical	<u>KING ELECTRIC</u> <u>96 LILLIE LANE, FAYETTEVILLE, AR 72701</u>	<u> </u>
Site Restoration	<u>MJ MITCHELL ENTERPRISES</u> <u>327 MAPLE DR, WINSLOW, AR 72959</u>	<u> </u>
Court Surfacing	<u>PLAY BY DESIGN</u> <u>2929 E 56TH PL., TULSA, OK 74105</u>	<u> </u>
Other (designate) FENCING	<u>RIVER VALLEY PAINT & SERVICE</u> <u>2611 E. HERITAGE PKWY SUITE F,</u> <u>FARMINGTON, AR 72730</u>	<u> </u>

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



Bidder's Signature



BID TABULATION
Bid 23-46, Construction - Wilson Park Court Improvements
DEADLINE: Tuesday, January 23, 2024 at 2:00 PM
Certification of Funds: \$685,000.00 (\$556,252.00 total obligation)

			SSI of Northwest Arkansas		EWI, Inc.		Legacy Construction Management, Inc		QikTurf		Steve Beam Construction Inc.		Southern Building Services Inc		McConnell & Associates		Benchmark Construction Company of NWA, Inc.		
			Total																
			\$541,241.00		\$589,827.90		\$591,703.39		\$597,805.00		\$599,108.50		\$669,300.00		\$753,432.00		\$760,798.88		
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization (Shall Not Exceed 5% of Total Bid, not including Bonds and Insurance)	1	LS	\$20,000.00	\$20,000.00	\$3,400.00	\$3,400.00	\$29,389.45	\$29,389.45	\$3,500.00	\$3,500.00	\$23,000.00	\$23,000.00	\$5,000.00	\$5,000.00	\$36,900.00	\$36,900.00	\$7,624.00	\$7,624.00
2	Bonds and Insurance	1	LS	\$11,130.08	\$11,130.08	\$16,500.00	\$16,500.00	\$6,300.00	\$6,300.00	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$18,400.00	\$18,400.00	\$7,500.00	\$7,500.00	\$25,366.00	\$25,366.00
3	Act 291, 1993 Trench and Excavation Safety Systems	1	LS	\$250.00	\$250.00	\$1,100.00	\$1,100.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$390.00	\$390.00
4	Site Preparation and Erosion Control - Complete in Place Including Tree Protection Fencing and Planking (If Required), Tree Root Pruning (If Required), Straw Wattles and 6-Foot Chain Link Construction Fencing	1	LS	\$9,250.00	\$9,250.00	\$12,500.00	\$12,500.00	\$10,266.00	\$10,266.00	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$54,000.00	\$54,000.00	\$7,480.00	\$7,480.00
5	Court Demolition and Removal - Including Existing Asphalt Pickleball Court and Approx. 4" Depth Undercut of Existing Pickleball Court Subgrade, Existing Concrete Sidewalk Connections and Existing Concrete Bench, Existing Pickleball Perimeter Fencing and Posts, Existing Pickleball Net Posts, and Proper Disposal	1	LS	\$39,825.38	\$39,825.38	\$42,000.00	\$42,000.00	\$35,335.00	\$35,335.00	\$32,000.00	\$32,000.00	\$44,600.00	\$44,600.00	\$61,069.00	\$61,069.00	\$60,000.00	\$60,000.00	\$66,250.00	\$66,250.00
6	Rock Excavation for Sports Lighting Poles - Per Linear Foot of Vertical Depth x 30-inch Diameter Width Including Removal and Disposal (If Required)	24	LF	\$145.00	\$3,480.00	\$208.00	\$4,992.00	\$265.50	\$6,372.00	\$300.00	\$7,200.00	\$300.00	\$7,200.00	\$150.00	\$3,600.00	\$145.00	\$3,480.00	\$353.00	\$8,472.00
7	Class 7 Base for Proposed Pickleball Court - Approx. 14,365 SF x 4 Inches Depth	200	CY	\$28.25	\$5,650.00	\$77.00	\$15,400.00	\$55.58	\$11,116.00	\$70.00	\$14,000.00	\$86.00	\$17,200.00	\$65.00	\$13,000.00	\$132.00	\$26,400.00	\$167.40	\$33,480.00
8	Class 7 Base for Pickleball Court Undercut Including Removal and Disposal of Unsuitable Material (If Required)	180	CY	\$40.00	\$7,200.00	\$66.30	\$11,934.00	\$86.67	\$15,600.60	\$91.60	\$16,488.00	\$100.00	\$18,000.00	\$65.00	\$11,700.00	\$51.00	\$9,180.00	\$105.22	\$18,938.60
9	Structural Fill for Pickleball Court Undercut Including Removal and Disposal of Unsuitable Material (If Required)	180	CY	\$34.00	\$6,120.00	\$61.11	\$10,999.80	\$68.66	\$12,358.80	\$83.10	\$14,958.00	\$95.00	\$17,100.00	\$69.00	\$12,420.00	\$51.00	\$9,180.00	\$66.67	\$12,000.60
10	Post Tensioned Concrete Pickleball Court - Complete in Place Including Vapor Barrier, Metal Keyways, Stressing Tendons and Steel Reinforcement	13850	SF	\$10.63	\$147,225.50	\$10.51	\$145,563.50	\$11.33	\$156,920.50	\$12.00	\$166,200.00	\$9.25	\$128,112.50	\$12.90	\$178,665.00	\$12.70	\$175,895.00	\$19.48	\$269,798.00
11	Installation of City Supplied LED Pickleball Court Lighting - Complete in Place Including Extension of Electrical Service and Installation of New Distribution Panel, Player-Activated Control Button, Wiring, Poles (4), and Control System	1	LS	\$30,550.00	\$30,550.00	\$19,500.00	\$19,500.00	\$20,650.00	\$20,650.00	\$25,920.00	\$25,920.00	\$26,400.00	\$26,400.00	\$28,700.00	\$28,700.00	\$39,000.00	\$39,000.00	\$27,270.00	\$27,270.00
12	Installation of City Supplied LED Basketball Court Lighting System - Complete in Place Including Extension of Electrical Service and Installation of New Distribution Panel, Player-Activated Control Button, Wiring, Poles (2), and Control System	1	LS	\$11,866.66	\$11,866.66	\$11,700.00	\$11,700.00	\$11,800.00	\$11,800.00	\$16,000.00	\$16,000.00	\$17,600.00	\$17,600.00	\$17,300.00	\$17,300.00	\$20,000.00	\$20,000.00	\$15,600.00	\$15,600.00
13	Pickleball Court 8-Foot Tall Perimeter and Center Fencing - Complete in Place Including Gates	570	LF	\$53.90	\$30,723.00	\$102.11	\$58,202.70	\$97.57	\$55,614.90	\$82.00	\$46,740.00	\$85.00	\$48,450.00	\$89.13	\$56,504.10	\$93.00	\$53,010.00	\$52.21	\$29,759.70
14	Pickleball Court Net Posts, Sleeves and Nets - Complete in Place	6	EA	\$957.83	\$5,746.98	\$1,100.00	\$6,600.00	\$1,130.24	\$6,781.44	\$1,408.00	\$8,448.00	\$1,050.00	\$6,300.00	\$1,400.00	\$8,400.00	\$2,725.00	\$16,350.00	\$958.33	\$5,749.98
15	Pickleball Court Surfacing and Striping - Complete in Place	13850	SF	\$2.25	\$31,162.50	\$2.61	\$36,148.50	\$2.66	\$36,841.00	\$2.26	\$31,301.00	\$2.50	\$34,625.00	\$2.95	\$40,857.50	\$2.50	\$34,625.00	\$3.81	\$52,768.50
16	PVC Drainage Pipe, Stone Bedding Material, Filter Fabric, Concrete, Approximately 39 Feet of Pipe Railing at Trough, Tie-in to Existing Drainage Pipe, and Re-grading for Drainage	1	LS	\$21,000.00	\$21,000.00	\$24,511.00	\$24,511.00	\$27,652.00	\$27,652.00	\$30,000.00	\$30,000.00	\$28,000.00	\$28,000.00	\$31,400.00	\$31,400.00	\$21,586.00	\$21,586.00	\$38,580.00	\$38,580.00
17	6-Inch High x 5.5-Inch Wide Concrete Curb on Top of Pickleball Court - Complete in Place Including Rebar	360	LF	\$20.28	\$7,300.80	\$55.55	\$19,998.00	\$15.51	\$5,583.60	\$37.00	\$13,320.00	\$25.00	\$9,000.00	\$16.10	\$5,796.00	\$50.00	\$18,000.00	\$44.92	\$16,171.20
18	6-Foot Surface Mount Benches - Complete in Place	4	EA	\$550.00	\$2,200.00	\$2,125.00	\$8,500.00	\$3,575.40	\$14,301.60	\$2,500.00	\$10,000.00	\$3,000.00	\$12,000.00	\$3,750.00	\$15,000.00	\$2,500.00	\$10,000.00	\$4,002.50	\$16,010.00
19	Resurfacing of Existing Tennis Courts - Complete in Place Including 12-Inch Catch Basins, 6-Inch Solid PVC Drainage Pipe, Stone Bedding Material, Filter Fabric, Concrete, Approximately 39 Feet of Pipe Railing at Trough, Tie-in to Existing Drainage Pipe, and Re-grading for Drainage	23520	SF	\$3.00	\$70,560.00	\$2.36	\$55,507.20	\$2.38	\$55,977.60	\$2.50	\$58,800.00	\$2.25	\$52,920.00	\$3.15	\$74,088.00	\$2.30	\$54,096.00	\$1.66	\$39,043.20
20	Removal and Replacement of Existing 10-Foot Tall Tennis Court Fencing Except Poles - Complete in Place Including Removal and Disposal of Existing Fence Fabric, Preparation and Re-painting of Existing Poles and Replacement of Fence Fabric	590	LF	\$103.39	\$61,000.10	\$123.68	\$72,971.20	\$107.21	\$63,253.90	\$92.00	\$54,280.00	\$100.00	\$59,000.00	\$113.56	\$67,000.40	\$107.00	\$63,130.00	\$78.39	\$46,250.10
21	Removal and Replacement of Existing Tennis Court 24-Foot x 10-Foot Wood Practice Walls - Complete in Place Including Removal and Disposal of Existing Wood Boards, Replacement of Wood Boards and Painting	2	EA	\$1,600.00	\$3,200.00	\$1,900.00	\$3,800.00	\$708.00	\$1,416.00	\$2,750.00	\$5,500.00	\$4,800.00	\$9,600.00	\$5,650.00	\$11,300.00	\$11,500.00	\$23,000.00	\$2,760.00	\$5,520.00
22	Site Restoration - Complete in Place Including Topsoil, Seed, Straw, Watering and Required Maintenance	200	SY	\$79.00	\$15,800.00	\$40.00	\$8,000.00	\$40.86	\$8,172.00	\$73.25	\$14,650.00	\$30.00	\$6,000.00	\$18.00	\$3,600.00	\$78.00	\$15,600.00	\$116.38	\$23,276.00
DEDUCTIVE ALTERNATE #1 (Not Needed)					\$11,856.66		\$3,500.00		\$3,500.00		\$16,000.00		\$17,600.00		\$1,000.00		\$15,600.00		\$15,600.00

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

Amanda Bellfuss, Sr. Purchasing Agent

L. McLaughlin, Purchasing Director

1/24/24
Date

1/24/24
Date



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 24-22, Kajacs Contractors, Inc. – Construction Contract for Highway 16 East Utility Relocations (ArDOT Project 040785)**

RECOMMENDATION:

Staff recommends awarding Bid 24-22 and approving a construction contract with Kajacs Contractors, Inc. in the amount of \$4,349,500.00 for construction of water and sewer utility relocations associated with ArDOT Project 040785, approval of a project contingency in the amount of \$435,000.00, and approval of a Budget Adjustment recognizing revenue in the amount of \$1,755,876.93.

BACKGROUND:

On January 24, 2024 the City of Fayetteville accepted sealed competitive bids for the Highway 16 East Utility Relocations project. Kajacs Contractors, Inc. submitted the lowest bid. All bids are shown here:

<i>KAJACS Contractors, Inc.</i>	<i>\$4,349,500.00</i>
Tri Star Contractors	\$4,465,992.19
Brothers Construction, Inc.	\$5,693,191.00

DISCUSSION:

The Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 16 from Stone Bridge Rd. to Roberts Rd. The relocations are 42.49% reimbursable to the City of Fayetteville by ARDOT based on the previously approved Relocation Agreement (Resolution 134-23). Betterments are being constructed to upgrade the 8-inch waterline to 18-inch diameter per existing master plans to ensure long-term capacity is available to the Elkins area. Below is a summary of expenses and the reimbursement calculation:

Total Est. Project Cost per Relocation Agreement (Construction, Engineering, Easements)	\$5,032,412.48
Betterments	(\$899,965.00)
Sub Total	\$4,132,447.48
ArDOT Reimbursement (42.49% of Sub Total)	\$1,755,876.93
City Project Cost (remainder of Sub Total)	\$2,376,570.55

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Total City Project Cost including Betterments \$3,276,535.55

BUDGET/STAFF IMPACT:

Funds are available for this project in the Water/Sewer Relocations account.

PURCHASE ORDER DETAILS:

GL ACCOUNT	PROJECT	AMOUNT
5400.720.5600-5808.00	11011.2102	\$3,262,125.00
5400.720.5700-5815.00	11011.2102	\$1,087,375.00
TOTAL		\$4,349,500.00

ATTACHMENTS: SRF (#3), BA (#4), Bid 24-22 Bid Tab - Final (#5), Bid 24-22 Submittal - Kajacs Contractors Inc. - E (#6), Bid 24-22 Agreement (#7)

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 #: 2024-1750

Bid 24-22, Kajacs Contractors, Inc. – Construction Contract for Highway 16 East Utility Relocations (ArDOT Project 040785)

A RESOLUTION TO AWARD BID #24-22 AND AUTHORIZE A CONTRACT WITH KAJACS CONTRACTORS, INC. IN THE AMOUNT OF \$4,349,500.00 FOR CONSTRUCTION OF WATER AND SEWER UTILITY RELOCATIONS ALONG HIGHWAY 16, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$435,000.00, 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 #24-22 and authorizes Mayor Jordan to sign a contract with Kajacs Contractors, Inc. in the amount of \$4,349,500.00 for the construction of water and sewer utility relocations along Highway 16, and further approves a project contingency in the amount of \$435,000.00

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 Resolution.

City of Fayetteville Staff Review Form

2024-1750

Item ID

3/5/2024

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

Tim Nyander

2/14/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 24-22 and approving a construction contract with Kajacs Contractors, Inc. in the amount of \$4,349,500.00 for construction of water and sewer utility relocations associated with ArDOT Project 040785, approval of a project contingency in the amount of \$435,000.00, and approval of a Budget Adjustment recognizing revenue in the amount of \$1,755,876.93.

Budget Impact:

5400.720.5600-5808.00

Water and Sewer

Account Number

Fund

11011.2102

Utility Relocates-HWY 16 from Stone Bridge Rd
to E Roberts Rd

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 9,684,408.00

Expenses (Actual+Encum)

\$ 6,580,889.46

Available Budget

\$ 3,103,518.54

Does item have a direct cost? Yes

Item Cost

\$ 4,784,500.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,755,877.00

Remaining Budget

\$ 74,895.54

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	WATER SEWER (720) Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adustment is needed in the Water Sewer Relocations project for the cost of the construction contract with Kajacs Contractors, Inc. Contract is for construction of water and sewer utility relocations associated with ArDOT Project# 040785 for Highwasy 16 East Utility Relocations from Stonebridge Rd to E Roberts Rd. Project is 42.49% reimbursable to the City by ArDOT.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/5/2024
	ITEM ID#:	2024-1750
	<i>Holly Black</i>	
	<i>2/15/2024 4:10 PM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL		1,755,877	1,755,877				v.2024116
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub.Detl			
5400.720.5600-5808.00	3,262,125	-	11011	2102	EX	Improvements - Water Line	
5400.720.5600-5911.99	326,250	-	11011	2102	EX	Contingency - Capital Project	
5400.720.5700-5815.00	1,087,375	-	11011	2102	EX	Improvements - Sewer	
5400.720.5700-5911.99	108,750	-	11011	2102	EX	Contingency - Capital Project	
5400.720.5600-4309.00	-	1,404,702	11011	2102	RE	Federal Grants - Capital	
5400.720.5700-4309.00	-	351,175	11011	2102	RE	Federal Grants - Capital	
5400.720.5600-5808.00	(1,388,894)	-	11011	1	EX	Improvements - Water Line	
5400.720.5600-5314.00	(890,000)	-	11011	1	EX	Professional Services	
5400.720.5600-5810.00	(530,700)	-	11011	2001	EX	Easements	
5400.720.5600-5808.00	(67,814)	-	11011	2001	EX	Improvements - Water Line	
5400.720.5600-5314.00	(151,215)	-	11011	2001	EX	Professional Services	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					

BID TABULATION
Bid 24-22, Construction - Hwy. 16 East Utility Relocations

DEADLINE: Wednesday, January 24, 2024 at 2:00 PM
Certification of Funds: \$4,000,000.00 (\$5,000,000.00 total allowed)

Line #	Description	QTY	UOM	Total		Kajacs Contractors Inc.		Tri Star Contractors		Brothers Construction Inc	
						\$4,349,500.00		\$4,465,992.19		\$5,693,191.00	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization (Shall not exceed 5% of Total Bid, minus Bonds & Insurance)	1	LS	\$200,000.00	\$200,000.00						
2	Bonds and Insurance	1	LS	\$150,000.00	\$150,000.00	\$120,052.97	\$120,052.97	\$175,000.00	\$175,000.00		
3	Project Closeout, As-Builts, Record Drawings, Warranty Bond, etc.	1	LS	\$1,500.00	\$1,500.00	\$71,250.00	\$71,250.00	\$50,000.00	\$50,000.00		
4	Act 291, 1993 Trench and Excavation Safety System	1	LS	\$10,165.00	\$10,165.00	\$14,250.00	\$14,250.00	\$30,000.00	\$30,000.00		
5	Pre-Construction Video	1	LS	\$1,500.00	\$1,500.00	\$9,500.00	\$9,500.00	\$1,000.00	\$1,000.00		
6	Environmental Compliance	1	LS	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$110,000.00	\$110,000.00		
7	Traffic Control	1	LS	\$12,000.00	\$12,000.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00		
8	Clearing, Grubbing, Tree Removal & Misc. Demo	1	LS	\$25,000.00	\$25,000.00	\$118,750.00	\$118,750.00	\$100,000.00	\$100,000.00		
9	18-inch DR-14 PVC C900 Water Main	3281	LF	\$205.00	\$672,605.00	\$227.40	\$746,099.40	\$295.00	\$967,895.00		
10	18-inch DR-14 PVC C900 Restrained Joint Water Main	1000	LF	\$275.00	\$275,000.00	\$308.75	\$308,750.00	\$420.00	\$420,000.00		
11	12" DR-14 PVC C900 Restrained Joint Water Main	132	LF	\$180.00	\$23,760.00	\$230.38	\$30,410.16	\$295.00	\$38,940.00		
12	8" DR-14 PVC C900 Water Main	1246	LF	\$105.00	\$130,830.00	\$71.25	\$88,777.50	\$165.00	\$205,590.00		
13	8" DR-14 PVC C900 Restrained Joint Water Main	432	LF	\$110.00	\$47,520.00	\$122.28	\$52,824.96	\$215.00	\$92,880.00		
14	6" DR-14 PVC C900 Restrained Joint Water Main	15	LF	\$70.00	\$1,050.00	\$95.00	\$1,425.00	\$190.00	\$2,850.00		
15	6" DIP 350 Water Main	20	LF	\$75.00	\$1,500.00	\$118.75	\$2,375.00	\$175.00	\$3,500.00		
16	8" Gate Valve w/Box	5	EA	\$3,300.00	\$16,500.00	\$5,509.95	\$27,549.75	\$5,450.00	\$27,250.00		
17	12" Butterfly Valve w/ Box	1	EA	\$9,500.00	\$9,500.00	\$7,303.11	\$7,303.11	\$12,000.00	\$12,000.00		
18	18" Butterfly Valve w/Box	4	EA	\$16,000.00	\$64,000.00	\$14,529.11	\$58,116.44	\$18,000.00	\$72,000.00		
19	Ductile Iron Fittings	9000	LBS	\$30.00	\$270,000.00	\$30.40	\$273,600.00	\$41.00	\$369,000.00		
20	3-Way Fire Hydrant Assembly	17	EA	\$8,200.00	\$139,400.00	\$9,025.00	\$153,425.00	\$11,250.00	\$191,250.00		
21	16" Steel Encasement By Bore	208	LF	\$1,200.00	\$249,600.00	\$760.00	\$158,080.00	\$1,165.00	\$242,320.00		
22	24" Steel Encasement By Bore	108	LF	\$1,350.00	\$145,800.00	\$950.00	\$102,600.00	\$1,045.00	\$112,860.00		
23	36" Steel Encasement By Open Cut	197	LF	\$750.00	\$147,750.00	\$1,042.64	\$205,400.08	\$990.00	\$195,030.00		
24	36" HDPE DR-11 Encasement Pipe By Bore	70	LF	\$2,250.00	\$157,500.00	\$1,235.00	\$86,450.00	\$2,977.00	\$208,040.00		
25	2" Air Release Valve and Vault	1	EA	\$4,200.00	\$4,200.00	\$7,002.97	\$7,002.97	\$7,100.00	\$7,100.00		
26	6" Tapping Sleeve and Valve w/ Box	1	EA	\$5,500.00	\$5,500.00	\$7,125.00	\$7,125.00	\$16,000.00	\$16,000.00		
27	8" Tapping Sleeve and Valve w/ Box	3	EA	\$6,500.00	\$19,500.00	\$8,075.00	\$24,225.00	\$18,000.00	\$54,000.00		
28	8" Anchor Collar	3	EA	\$5,000.00	\$15,000.00	\$5,150.97	\$15,452.91	\$6,200.00	\$18,600.00		
29	12" Anchor Collar	1	EA	\$5,500.00	\$5,500.00	\$7,629.91	\$7,629.91	\$9,900.00	\$9,900.00		
30	18" Anchor Collar	1	EA	\$10,000.00	\$10,000.00	\$23,153.86	\$23,153.86	\$25,650.00	\$25,650.00		
31	Special 2" Reconnection	1	EA	\$4,500.00	\$4,500.00	\$3,325.00	\$3,325.00	\$2,950.00	\$2,950.00		
32	Connect New Water Main to Existing Water Main	8	EA	\$4,500.00	\$36,000.00	\$4,037.50	\$32,300.00	\$3,450.00	\$27,600.00		
33	Abandon Existing Fire Hydrant	7	EA	\$1,000.00	\$7,000.00	\$950.00	\$6,650.00	\$2,000.00	\$14,000.00		
34	Abandon Existing Valve	13	EA	\$1,000.00	\$13,000.00	\$1,045.00	\$13,585.00	\$1,725.00	\$22,425.00		
35	Abandon Existing Meter Station and Service Line	31	EA	\$500.00	\$15,500.00	\$712.50	\$22,087.50	\$875.00	\$27,125.00		
36	Double Cut and Cap 6" Water Main	3	EA	\$4,500.00	\$13,500.00	\$5,225.00	\$15,675.00	\$4,500.00	\$13,500.00		
37	Double Cut and Cap 8" Water Main	4	EA	\$4,500.00	\$18,000.00	\$5,462.50	\$21,850.00	\$4,800.00	\$19,200.00		
38	Double Cut and Cap 12" Water Main	2	EA	\$4,500.00	\$9,000.00	\$5,890.00	\$11,780.00	\$5,540.00	\$11,080.00		
39	1" Coated Copper Service Tubing	2025	LF	\$55.00	\$111,375.00	\$31.25	\$63,281.25	\$74.00	\$149,850.00		
40	2" HDPE SDR-9 Water Service Line Encasement By Bore	111	LF	\$70.00	\$7,770.00	\$190.00	\$21,090.00	\$49.00	\$5,439.00		
41	4"x1" Service Tap	1	EA	\$675.00	\$675.00	\$1,045.00	\$1,045.00	\$700.00	\$700.00		
42	6"x1" Service Tap	4	EA	\$700.00	\$2,800.00	\$1,092.50	\$4,370.00	\$700.00	\$2,800.00		
43	8"x1" Service Tap	12	EA	\$725.00	\$8,700.00	\$1,140.00	\$13,680.00	\$740.00	\$8,880.00		
44	12"x1" Service Tap	1	EA	\$750.00	\$750.00	\$1,235.00	\$1,235.00	\$775.00	\$775.00		
45	18"x1" Service Tap	10	EA	\$1,100.00	\$11,000.00	\$1,330.00	\$13,300.00	\$1,275.00	\$12,750.00		
46	Single 5/8" Water Meter Setter	26	EA	\$1,000.00	\$26,000.00	\$2,612.00	\$67,912.00	\$1,670.00	\$43,420.00		
47	Dual 5/8" Water Meter Setter	2	EA	\$1,300.00	\$2,600.00	\$3,325.00	\$6,650.00	\$2,625.00	\$5,250.00		
48	Connect New Water Service Line to Existing Service Line	30	EA	\$550.00	\$16,500.00	\$2,090.00	\$62,700.00	\$900.00	\$27,000.00		
49	Asphalt Pavement Repair	3200	SF	\$20.00	\$64,000.00	\$21.11	\$67,552.00	\$11.00	\$35,200.00		
50	Asphalt Pavement Repair Trench Crossing	228	LF	\$90.00	\$20,520.00	\$190.00	\$43,320.00	\$160.00	\$36,480.00		
51	Concrete Pavement Repair Trench Crossing	140	LF	\$100.00	\$14,000.00	\$285.00	\$39,900.00	\$150.00	\$21,000.00		
52	Gravel Pavement Repair Trench Crossing	448	LF	\$25.00	\$11,200.00	\$71.25	\$31,920.00	\$46.00	\$20,608.00		
53	Concrete Sidewalk Repair	130	LF	\$75.00	\$9,750.00	\$95.00	\$12,350.00	\$100.00	\$13,000.00		
54	Curb and Gutter Repair	130	LF	\$40.00	\$5,200.00	\$24.70	\$3,211.00	\$55.00	\$7,150.00		
55	Dewater Pond	1	LS	\$12,500.00	\$12,500.00	\$33,250.00	\$33,250.00	\$21,000.00	\$21,000.00		
56	Fence Repair	7	EA	\$6,000.00	\$42,000.00	\$3,325.00	\$23,275.00	\$6,200.00	\$43,400.00		
57	Sewer Pipe Pier Supports	4	EA	\$10,000.00	\$40,000.00	\$6,175.00	\$24,700.00	\$28,000.00	\$112,000.00		
58	8" SDR-26 PVC Sewer Main	1717	LF	\$115.00	\$197,455.00	\$118.75	\$203,893.75	\$182.00	\$312,494.00		
59	8" 350 CL Epoxy Lined DIP	156	LF	\$150.00	\$23,400.00	\$146.08	\$22,788.48	\$265.00	\$41,340.00		
60	4' Epoxy Lined Manhole	17	EA	\$11,500.00	\$195,500.00	\$9,025.00	\$153,425.00	\$12,300.00	\$209,100.00		
61	6' Epoxy Lined Manhole	2	EA	\$27,000.00	\$54,000.00	\$10,925.00	\$21,850.00	\$22,800.00	\$45,600.00		
62	Flowable Fill To Protect Existing Sewer Main	4	EA	\$7,000.00	\$28,000.00	\$9,500.00	\$38,000.00	\$22,850.00	\$91,400.00		
63	Abandon Sewer Manhole	10	EA	\$1,000.00	\$10,000.00	\$2,375.00	\$23,750.00	\$3,475.00	\$34,750.00		
64	Remove Manhole	2	EA	\$750.00	\$1,500.00	\$3,562.50	\$7,125.00	\$2,600.00	\$5,200.00		
65	Plug Abandoned Sewer Main	4	EA	\$2,300.00	\$9,200.00	\$3,230.00	\$12,920.00	\$2,070.00	\$8,280.00		
66	4" Sewer Service Tap	8	EA	\$700.00	\$5,600.00	\$1,520.00	\$12,160.00	\$650.00	\$5,200.00		
67	Sewer Service Cleanout	10	EA	\$800.00	\$8,000.00	\$1,377.50	\$13,775.00	\$550.00	\$5,500.00		
68	Tie New Sewer Service to Existing Sewer Service	10	EA	\$1,100.00	\$11,000.00	\$2,755.00	\$27,550.00	\$970.00	\$9,700.00		
69	4" SCH40 PVC Sewer Service Line	370	LF	\$45.00	\$16,650.00	\$52.25	\$19,332.50	\$100.00	\$37,000.00		
70	12" SCH40 PVC Sewer Encasement	79	LF	\$150.00	\$11,850.00	\$166.25	\$13,133.75	\$170.00	\$13,430.00		
71	16" Split Steel Encasement	26	LF	\$1,400.00	\$36,400.00	\$570.00	\$14,820.00	\$500.00	\$13,000.00		
72	Exterior Drop on Existing Manhole	1	EA	\$10,000.00	\$10,000.00	\$8,075.00	\$8,075.00	\$5,700.00	\$5,700.00		
73	Rock Excavation	500	CY	\$300.00	\$150,000.00	\$47.50	\$23,750.00	\$50.00	\$25,000.00		
74	Gravel Driveway	1	LS	\$12,500.00	\$12,500.00	\$11,400.00	\$11,400.00	\$13,600.00	\$13,600.00		
75	16-inch Min. Diameter Steel Encasement by Open Cut	41	LF	\$425.00	\$17,425.00	\$380.00	\$15,580.00	\$260.00	\$10,660.00		
76	Grout Fill Abandoned Lines	7000	LF	\$25.00	\$175,000.00	\$19.00	\$133,000.00	\$39.00	\$273,000.00		

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

Kenny Fitch 1/24/24
Kenny Fitch, Purchasing Agent

Amanda Bellfuss 1/24/24
Amanda Bellfuss, Sr-Purchasing Agent



Bid 24-22 Addendum 4

Kajacs Contractors Inc.

Supplier Response

Event Information

Number: Bid 24-22 Addendum 4
Title: Construction - Hwy 16 East Utility Relocations
Type: Invitation to Bid
Issue Date: 12/31/2023
Deadline: 1/24/2024 02:00 PM (CT)
Notes: The City of The City of Fayetteville is accepting sealed bids from properly licensed firms for the relocation of various water mains and sanitary sewers along Arkansas Highway 16. 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

Kajacs Contractors Inc. Information

Contact: Michael Titsworth
Address: 3401 W. 65th St.
Little Rock, AR 72209
Phone: (573) 785-1745
Email: mtitsworth@kajacs.com
Web Address: www.kajacs.com

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

Michael Titsworth

Signature

mtitsworth@kajacs.com

Email

Submitted at 1/24/2024 12:16:41 PM (CT)

Requested Attachments

Bid 24-22, Required Signature Forms

24.22 REQUIRED SIG 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 24-22, Bid Bond

24.22 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 Arkansas Secretary of State Filing Number:

41a1456278586a9

2 Arkansas Contractor License Number:

0049950324

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

4 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

5 Addendum Acknowledgement

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

☒ I agree

Bid Lines**1 Mobilization (Shall not exceed 5% of Total Bid, minus Bonds & Insurance)**

Quantity: 1 UOM: LS Price: \$200,000.00 Total: \$200,000.00

2 Bonds and Insurance

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

3 Project Closeout, As-Built, Record Drawings, Warranty Bond, etc.

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

4 Act 291, 1993 Trench and Excavation Safety System

Quantity: 1 UOM: LS Price: \$10,165.00 Total: \$10,165.00

5 Pre-Construction Video

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

6 Environmental Compliance

Quantity: 1 UOM: LS Price: \$40,000.00 Total: \$40,000.00

7 Traffic Control

Quantity: 1 UOM: LS Price: \$12,000.00 Total: \$12,000.00

8 Clearing, Grubbing, Tree Removal & Misc. Demo

Quantity: 1 UOM: LS Price: \$25,000.00 Total: \$25,000.00

9 18-inch DR-14 PVC C900 Water Main

Quantity: 3281 UOM: LF Price: \$205.00 Total: \$672,605.00

10 18-inch DR-14 PVC C900 Restrained Joint Water Main

Quantity: 1000 UOM: LF Price: \$275.00 Total: \$275,000.00

1 1	12" DR-14 PVC C900 Restrained Joint Water Main Quantity: <u>132</u> UOM: <u>LF</u> Price: <u>\$180.00</u> Total: <u>\$23,760.00</u>
1 2	8" DR-14 PVC C900 Water Main Quantity: <u>1246</u> UOM: <u>LF</u> Price: <u>\$105.00</u> Total: <u>\$130,830.00</u>
1 3	8" DR-14 PVC C900 Restrained Joint Water Main Quantity: <u>432</u> UOM: <u>LF</u> Price: <u>\$110.00</u> Total: <u>\$47,520.00</u>
1 4	6" DR-14 PVC C900 Restrained Joint Water Main Quantity: <u>15</u> UOM: <u>LF</u> Price: <u>\$70.00</u> Total: <u>\$1,050.00</u>
1 5	6" DIP 350 Water Main Quantity: <u>20</u> UOM: <u>LF</u> Price: <u>\$75.00</u> Total: <u>\$1,500.00</u>
1 6	8" Gate Valve w/Box Quantity: <u>5</u> UOM: <u>EA</u> Price: <u>\$3,300.00</u> Total: <u>\$16,500.00</u>
1 7	12" Butterfly Valve w/ Box Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$9,500.00</u> Total: <u>\$9,500.00</u>
1 8	18" Butterfly Valve w/Box Quantity: <u>4</u> UOM: <u>EA</u> Price: <u>\$16,000.00</u> Total: <u>\$64,000.00</u>
1 9	Ductile Iron Fittings Quantity: <u>9000</u> UOM: <u>LBS</u> Price: <u>\$30.00</u> Total: <u>\$270,000.00</u>
2 0	3-Way Fire Hydrant Assembly Quantity: <u>17</u> UOM: <u>EA</u> Price: <u>\$8,200.00</u> Total: <u>\$139,400.00</u>
2 1	16" Steel Encasement By Bore Quantity: <u>208</u> UOM: <u>LF</u> Price: <u>\$1,200.00</u> Total: <u>\$249,600.00</u>
2 2	24" Steel Encasement By Bore Quantity: <u>108</u> UOM: <u>LF</u> Price: <u>\$1,350.00</u> Total: <u>\$145,800.00</u>
2 3	36" Steel Encasement By Open Cut Quantity: <u>197</u> UOM: <u>LF</u> Price: <u>\$750.00</u> Total: <u>\$147,750.00</u>
2 4	36" HDPE DR-11 Encasement Pipe By Bore Quantity: <u>70</u> UOM: <u>LF</u> Price: <u>\$2,250.00</u> Total: <u>\$157,500.00</u>
2 5	2" Air Release Valve and Vault Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$4,200.00</u> Total: <u>\$4,200.00</u>
2 6	6" Tapping Sleeve and Valve w/ Box Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$5,500.00</u> Total: <u>\$5,500.00</u>

27	8" Tapping Sleeve and Valve w/ Box Quantity: <u> 3 </u> UOM: <u>EA</u> Price: \$6,500.00 Total: \$19,500.00
28	8" Anchor Collar Quantity: <u> 3 </u> UOM: <u>EA</u> Price: \$5,000.00 Total: \$15,000.00
29	12" Anchor Collar Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$5,500.00 Total: \$5,500.00
30	18" Anchor Collar Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$10,000.00 Total: \$10,000.00
31	Special 2" Reconnection Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$4,500.00 Total: \$4,500.00
32	Connect New Water Main to Existing Water Main Quantity: <u> 8 </u> UOM: <u>EA</u> Price: \$4,500.00 Total: \$36,000.00
33	Abandon Existing Fire Hydrant Quantity: <u> 7 </u> UOM: <u>EA</u> Price: \$1,000.00 Total: \$7,000.00
34	Abandon Existing Valve Quantity: <u> 13 </u> UOM: <u>EA</u> Price: \$1,000.00 Total: \$13,000.00
35	Abandon Existing Meter Setter and Service Line Quantity: <u> 31 </u> UOM: <u>EA</u> Price: \$500.00 Total: \$15,500.00
36	Double Cut and Cap 6" Water Main Quantity: <u> 3 </u> UOM: <u>EA</u> Price: \$4,500.00 Total: \$13,500.00
37	Double Cut and Cap 8" Water Main Quantity: <u> 4 </u> UOM: <u>EA</u> Price: \$4,500.00 Total: \$18,000.00
38	Double Cut and Cap 12" Water Main Quantity: <u> 2 </u> UOM: <u>EA</u> Price: \$4,500.00 Total: \$9,000.00
39	1" Coated Copper Service Tubing Quantity: <u>2025</u> UOM: <u>LF</u> Price: \$55.00 Total: \$111,375.00
40	2" HDPE SDR-9 Water Service Line Encasement By Bore Quantity: <u> 111 </u> UOM: <u>LF</u> Price: \$70.00 Total: \$7,770.00
41	4"x1" Service Tap Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$675.00 Total: \$675.00
42	6"x1" Service Tap Quantity: <u> 4 </u> UOM: <u>EA</u> Price: \$700.00 Total: \$2,800.00

4 3	8"x1" Service Tap Quantity: <u>12</u> UOM: <u>EA</u> Price: \$725.00 Total: \$8,700.00
4 4	12"x1" Service Tap Quantity: <u>1</u> UOM: <u>EA</u> Price: \$750.00 Total: \$750.00
4 5	18"x1" Service Tap Quantity: <u>10</u> UOM: <u>EA</u> Price: \$1,100.00 Total: \$11,000.00
4 6	Single 5/8" Water Meter Setter Quantity: <u>26</u> UOM: <u>EA</u> Price: \$1,000.00 Total: \$26,000.00
4 7	Dual 5/8" Water Meter Setter Quantity: <u>2</u> UOM: <u>EA</u> Price: \$1,300.00 Total: \$2,600.00
4 8	Connect New Water Service Line to Existing Service Line Quantity: <u>30</u> UOM: <u>EA</u> Price: \$550.00 Total: \$16,500.00
4 9	Asphalt Pavement Repair Quantity: <u>3200</u> UOM: <u>SF</u> Price: \$20.00 Total: \$64,000.00
5 0	Asphalt Pavement Repair Trench Crossing Quantity: <u>228</u> UOM: <u>LF</u> Price: \$90.00 Total: \$20,520.00
5 1	Concrete Pavement Repair Trench Crossing Quantity: <u>140</u> UOM: <u>LF</u> Price: \$100.00 Total: \$14,000.00
5 2	Gravel Pavement Repair Trench Crossing Quantity: <u>448</u> UOM: <u>LF</u> Price: \$25.00 Total: \$11,200.00
5 3	Concrete Sidewalk Repair Quantity: <u>130</u> UOM: <u>LF</u> Price: \$75.00 Total: \$9,750.00
5 4	Curb and Gutter Repair Quantity: <u>130</u> UOM: <u>LF</u> Price: \$40.00 Total: \$5,200.00
5 5	Dewater Pond Quantity: <u>1</u> UOM: <u>LS</u> Price: \$12,500.00 Total: \$12,500.00
5 6	Fence Repair Quantity: <u>7</u> UOM: <u>EA</u> Price: \$6,000.00 Total: \$42,000.00
5 7	Sewer Pipe Pier Supports Quantity: <u>4</u> UOM: <u>EA</u> Price: \$10,000.00 Total: \$40,000.00
5 8	8" SDR-26 PVC Sewer Main Quantity: <u>1717</u> UOM: <u>LF</u> Price: \$115.00 Total: \$197,455.00

59	8" 350 CL Epoxy Lined DIP Quantity: <u>156</u> UOM: <u>LF</u> Price: \$150.00 Total: \$23,400.00
60	4' Epoxy Lined Manhole Quantity: <u>17</u> UOM: <u>EA</u> Price: \$11,500.00 Total: \$195,500.00
61	6' Epoxy Lined Manhole Quantity: <u>2</u> UOM: <u>EA</u> Price: \$27,000.00 Total: \$54,000.00
62	Flowable Fill To Protect Existing Sewer Main Quantity: <u>4</u> UOM: <u>EA</u> Price: \$7,000.00 Total: \$28,000.00
63	Abandon Sewer Manhole Quantity: <u>10</u> UOM: <u>EA</u> Price: \$1,000.00 Total: \$10,000.00
64	Remove Manhole Quantity: <u>2</u> UOM: <u>EA</u> Price: \$750.00 Total: \$1,500.00
65	Plug Abandoned Sewer Main Quantity: <u>4</u> UOM: <u>EA</u> Price: \$2,300.00 Total: \$9,200.00
66	4" Sewer Service Tap Quantity: <u>8</u> UOM: <u>EA</u> Price: \$700.00 Total: \$5,600.00
67	Sewer Service Cleanout Quantity: <u>10</u> UOM: <u>EA</u> Price: \$800.00 Total: \$8,000.00
68	Tie New Sewer Service to Existing Sewer Service Quantity: <u>10</u> UOM: <u>EA</u> Price: \$1,100.00 Total: \$11,000.00
69	4" SCH40 PVC Sewer Service Line Quantity: <u>370</u> UOM: <u>LF</u> Price: \$45.00 Total: \$16,650.00
70	12" SCH40 PVC Sewer Encasement Quantity: <u>79</u> UOM: <u>LF</u> Price: \$150.00 Total: \$11,850.00
71	16" Split Steel Encasement Quantity: <u>26</u> UOM: <u>LF</u> Price: \$1,400.00 Total: \$36,400.00
72	Exterior Drop on Existing Manhole Quantity: <u>1</u> UOM: <u>EA</u> Price: \$10,000.00 Total: \$10,000.00
73	Rock Excavation Quantity: <u>500</u> UOM: <u>CY</u> Price: \$300.00 Total: \$150,000.00
74	Gravel Driveway Quantity: <u>1</u> UOM: <u>LS</u> Price: \$12,500.00 Total: \$12,500.00

75	16-inch Min. Diameter Steel Encasement by Open Cut	Quantity: <u>41</u> UOM: <u>LF</u>	Price: \$425.00	Total: \$17,425.00
76	Grout Fill Abandoned Lines	Quantity: <u>7000</u> UOM: <u>LF</u>	Price: \$25.00	Total: \$175,000.00

Response Total: \$4,349,500.00

DOCUMENT 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

KAJACS Contractors, Inc.

3026 Cravens Road, P.O. Box 969

Poplar Bluff, MO 63901

as Principal, hereinafter called the Principal, and

United Fire & Casualty Company

P.O. Box 73909

Cedar Rapids, IA 52407-3909

a corporation duly organized under the laws of the State of Iowa 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 Five Percent of the Total Amount Bid Dollars (\$5% of the T.A.B), 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:

FAYETTEVILLE HWY 16 EAST UTILITY RELOCATIONS

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

DOCUMENT 00410 –BID BOND (continued)

Signed and sealed this 24th day of January 2024.

PRINCIPAL

(CORPORATE SEAL)

KAJACS Contractors, Inc.

By *Michael Tittsworth*

Michael Tittsworth Project Manager

SURETY

United Fire & Casualty Company

By *Kerry A. Sherrod*

Kerry A. Sherrod, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

Kerry A. Sherrod

Kerry A. Sherrod

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

END OF DOCUMENT 00 43 13

BID BOND



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

VICKIE J. NICKEL, LISA A. SUMMERS, SHAWN BYRNE, DAVID H. PARKHURST, REBECCA ANN LILLEY, KERRY A. SHERROD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

10th day of November, 2017



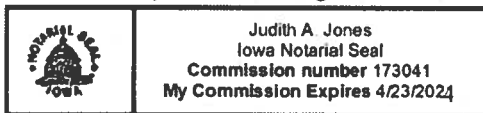
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of November, 2017, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of January, 2024.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UFGC & UFI & FPIC

SECTION 00 41 43 - BID FORM

Contract Name: Construction - Highway 16 Utility Relocations East

Bid Number: 24-22

BID TO:

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

BID FROM:

Bidder: KAJACS Contractors Inc.
3401 W. 65th St.
Little Rock, AR 72209

ARTICLE 1- INTENT

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

ARTICLE 2- TERMS AND CONDITIONS

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

ARTICLE 3- BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
<u># 1</u>	<u>1-9-24</u>
<u># 2</u>	<u>1-18-24</u>
<u># 3</u>	<u>1-19-24</u>
<u># 4</u>	<u>1-22-24</u>

B. Bidder has visited the Site, City or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of

ARTICLE 5- CONTRACT TIMES

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

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6- BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of
Five Percent Dollars (\$ 5 %)
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

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

Michael Titsworth P.M.
KAJACS Contractors Inc.
3401 W. 65th St. LR AR 72209
Email mtitsworth@kajacs.com
Phone No. 501-249-0665
Fax No. 573-785-6237

ARTICLE 8- TERMINOLOGY

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

Arkansas State Contractor License No. 004995032#.

If Bidder is:

An Individual

Name (type or printed): N/A

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name : N/A (SEAL)

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

Name (type or printed): _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Corporation or Corporate entity including Limited Liability Company (LLC)

Corporation Name : KAJACS Contractors Inc. (SEAL)

State of Incorporation: MO

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

Corporate Tax ID Number: 43-1664042

By: [Signature]
(Signature-attach evidence of authority to sign)

Name (type or printed): Michael Titsworth
Title: Project Manager

Attest: [Signature] (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: 3401 W. 65th St.
Little Rock, AR 72209

Phone No: 501-249-0665 Fax No. 573-785-6237

Email Address: mtitsworth@kajacs.com



DOCUMENT 00 43 14 – LIST OF SUBCONTRACTORS

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

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	<u>KAJACS</u>	<u> </u>
SWPPP/Erosion Control	<u>KAJACS</u>	<u> </u>
Asphalt	<u>Apac</u> <u>755 E. Milsap Rd</u> <u>Fayetteville, AR 72703</u>	<u>1 %</u>
Concrete	<u>KAJACS</u>	<u> </u>
Landscaping	<u>KAJACS</u>	<u> </u>
Material Testing	<u>MTA</u>	<u>.10 %</u>
Other (designate)	<u>Bore - B.C. Main</u> <u>2035 Pleasant Valley Road</u> <u>Van, Buren, AR 72956</u>	<u>10%</u>

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


Bidder's Signature

PO Box 969
Poplar Bluff, MO 63902



573-785-1745
(Fax) 573-785-6237
www.kajacs.com

November 2, 2018

Letter of Resolution

I, Aron Persons, President of KAJACS Contractors, Inc. do hereby give Michael Titsworth, Project Manager/Estimator the authority to sign contracts on behalf of KAJACS Contractors, Inc.

A blue ink signature of Aron Persons, consisting of a large, stylized 'A' followed by a horizontal line and a flourish.

Aron Persons, President

A black ink signature of MyLynn Gargac, written in a cursive style.

MyLynn Gargac, Corporate Secretary



Equal Opportunity Employer



**Arkansas Secretary of State
Mark Martin**

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

Certificate of Good Standing

I, Mark Martin, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

KAJACS CONTRACTORS, INC.

formed under the laws of the state of Missouri, and authorized to transact business in the State of Arkansas as a Foreign For Profit Corporation, was granted a Application for Certificate of Authority by this office March 8, 1995.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



**In Testimony Whereof, I have hereunto set my hand
and affixed my official Seal. Done at my office in the
City of Little Rock, this 25th day of January 2018.**

Mark Martin

Mark Martin
Secretary of State

Online Certificate Authorization Code: 41a1456278586a9

To verify the Authorization Code, visit sos.arkansas.gov

State of Arkansas
Commercial Contractors Licensing Board

KAJACS CONTRACTORS, INC., D/B/A SEMPIPE
PO BOX 969
POPLAR BLUFF, MO 63902

KAJACS CONTRACTORS, INC., D/B/A SEMPIPE

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
HIGHWAY, RAILROAD, AIRPORT
CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from March 17, 2023 **until** March 31, 2024 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Ray [Signature]

CHAIRMAN

Mark [Signature]

SECRETARY

March 17, 2023 - dsa

DOCUMENT 00 10 40 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: FAYETTEVILLE HWY 16 EAST UTILITY RELOCATIONS

Bid #: 24-22, Construction

Date: 1/24/24

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company KAJACS Contractors Inc.

Name Michael Titsworth

Address 3401 W. 65th St. Little Rock, AR 72209

Principal Office 3026 Cravens Rd. Poplar Bluff, MO. 63901

Corporation, partnership, individual, joint
venture, other Corporation

Arkansas State General Contractor's License Number

0049950324

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 30 years and has performed work of the nature and magnitude of this Contract for 30 years. Bidder has been in business under its present name for 30 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
Attached
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
4. Has Bidder ever failed to complete any project? If so, state when, where, and why.
No

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

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

Project Prep, Clear & Grub, Pipe Install,
Testing, Site Restoration

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

Attached

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

United Fire & Casualty

Cornerstone

10561 Barkley St., Suite 200

Overland Park, KS 66212

8. Bidder's Workmen's Compensation Experience Modifier Factor is: 1.05.

FINANCIAL STATEMENT

- B. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

- d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
- f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<u>N/A</u>	<u></u>	\$ <u></u>
b.	<u></u>	<u></u>	\$ <u></u>

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

Date: 1/24, 2024.

(OFFICIAL SEAL)

Name of Organization:

KAJACS Contractors Inc.

By Michael Titworth

(Type or legibly print)

By [Signature]

(Signature)

Title Project Manager

(Type or legibly print)

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)



KAJACS Contractors, Inc
3026 Cravens Rd
PO Box 969
Poplar Bluff MO 63902
573-785-1745

Owner:	Texarkana Water Utilities
Address:	801 Wood Street, Texarkana, TX 75501
Contact Name:	Kenny Icenhower
Telephone Number:	903-798-3819
Job Name:	Hwy 71 Water Main Relocation
Location:	Texarkana, Arkansas
Contract Amount:	\$4,249,500.00
Started:	Projected 5/1/24
Complete:	Pending
Owners Representation:	Spears Engineering Company
Bidders Representation:	Michael Titsworth PM
Funding Agency:	Texarkana Water Utilities
Scope:	6500' of 42" DIP Water and Appurtenances
Job Number:	554

Owner:	Washington Water Authority
Address:	3685 E. Heritage Pkwy, Farmington, AR 72730
Contact Name:	Larry Gregory
Telephone Number:	479-287-4677
Job Name:	WWA Hwy 170 Water Relocation
Location:	Farmington, AR
Contract Amount:	\$1,074,995.00
Started:	1/29/2024
Complete:	Pending
Owners Representation:	Garver Engineers
Bidders Representation:	Michael Titsworth PM
Funding Agency:	Washington Water Authority
Scope:	2500' of 12" to 4" Water Relocation
Job Number:	553

Owner:	Town of Stanton
Address:	8 Main Street, Stanton, TN 38069
Contact Name:	Alan Sterbinsky, Mayor
Telephone Number:	731-548-2565
Job Name:	State Route 222 Sewer Line
Location:	Stanton, TN
Contract Amount:	\$3,200,000.00
Started:	11/22/2023
Complete:	Projected 4/15/24
Owners Representation:	A2H Engineers - Travis Martin
Bidders Representation:	Rodger Williams, PM
Funding Agency:	City of Stanton
Scope:	12,400' of 8" Gravity Sewer and 14,100' of 8" & 6" Force Main
Job Number:	552

Owner:	Little Rock Water Reclamation Authority
Address:	11 Clearwater Drive, Little Rock, AR 72204
Contact Name:	Quentin Nelson
Telephone Number:	501-517-7972
Job Name:	LRWRA Benny Craig Park Sewer Improvement
Location:	Little Rock, AR
Contract Amount:	\$1,000,000.00
Started:	9/11/2023
Complete:	Projected 2/15/24
Owners Representation:	Arcadis Engineers
Bidders Representation:	Michael Titsworth PM
Funding Agency:	Little Rock Water Reclamation Authority
Scope:	800' of 12" Gravity Sewer and Appurtenances
Job Number:	551
Owner:	City of Winona
Address:	Courthouse Square, Winona, MO 65588
Contact Name:	Robert Summers, PE
Telephone Number:	573-718-4627
Job Name:	Manhole Repair Project
Location:	Winona, MO
Contract Amount:	\$433,900.00
Started:	6/23/2023
Complete:	11/10/2023
Owners Representation:	Robert Summers, PE
Bidders Representation:	Rodger Williams, PM
Funding Agency:	City of Winona
Scope:	Adjust approximately 152 manholes
Job Number:	550
Owner:	City of Hot Springs
Address:	PO Box 6300, Hot Springs, AR
Contact Name:	Todd Piller
Telephone Number:	501-209-6973
Job Name:	Contract D: Lake Catherine Crossing
Location:	Hot Springs, AR
Contract Amount:	\$1,415,000.00
Started:	8/1/2023
Complete:	Projected 2/15/24
Owners Representation:	Crist Engineers
Bidders Representation:	Phillip Wagner PM
Funding Agency:	City of Hot Springs
Scope:	700' of 24" DIP Water Suspended Under Bridge
Job Number:	549
Owner:	Pike Creek Reorganized Sewer District
Address:	4550 Hwy PP, Poplar Bluff, MO 63901
Contact Name:	Larry Wells
Telephone Number:	573-778-1321
Job Name:	Pike Creek Emergency FM
Location:	Poplar Bluff, MO
Contract Amount:	\$405,000.00
Started:	4/1/2023
Complete:	8/1/2023
Owners Representation:	Robert Summers, PE
Bidders Representation:	Rodger Williams, PM
Funding Agency:	Pike Creek Reorganized Sewer District

Scope:	5,450 LF of 10" SDR21 PVC Force Main
Job Number:	548
Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	Distribution System Imp. - Phase 1B
Location:	Washington County, Arkansas
Contract Amount:	\$12,676,125.00
Started:	9/1/2023
Complete:	In Progress
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Mike Titsworth, PM
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	14,250 LF of 54" Welded Steel Water Pipeline
Job Number:	547
Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	Distribution System Imp. - Phase 1A
Location:	Washington County, Arkansas
Contract Amount:	\$12,800,000.00
Started:	9/1/2023
Complete:	In Progress
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Rodger Williams. PM
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	18,000 LF of 54" Welded Steel Water Pipeline
Job Number:	546
Owner:	Cabot Water Works
Address:	1 City Plaza, Suite B, Cabot, AR 72023
Contact Name:	Tim Joyner
Telephone Number:	501-743-2154
Job Name:	Hwy 321 Sewer Extension
Location:	Cabot, AR
Contract Amount:	\$3,061,222.50
Started:	5/1/2023
Complete:	In Progress
Owners Representation:	Matt Dunn, PE
Bidders Representation:	Mike Titsworth PM
Funding Agency:	Cabot Waterworks
Scope:	13,500 LF of 18"-8" Gravity Sewer
Job Number:	545
Owner:	Jackson Energy Authority
Address:	250 N Highland Ave., Jackson, TN 38301
Contact Name:	Jerry Caldwell, PE
Telephone Number:	901-530-1805
Job Name:	SF Sewer Interceptor
Location:	Jackson , Tn
Contract Amount:	\$4,275,136.50
Started:	6/1/2023
Complete:	In Progress
Owners Representation:	Jerry Caldwell, PE

Bidders Representation:	Rodger Williams PM
Funding Agency:	Jackson Energy Authority
Scope:	5,786 LF of 36" Gravity Sewer
Job Number:	544
Owner:	Bayou Meto Water Management District
Address:	1300 N. Center St Ste 9, Lonoke, AR 72086
Contact Name:	Daniel Hollinger, PE
Telephone Number:	501-376-3633
Job Name:	Bayou Meto Water Management District Orlicek 1&2 Sandage 1 Pumping Sys.
Location:	Lonoke, AR
Contract Amount:	\$2,378,200.00
Started:	2/1/2023
Complete:	10/23/2023
Owners Representation:	Daniel Hollinger, PE
Bidders Representation:	Phillip Wagner PM
Funding Agency:	Bayou Meto Water Management District
Scope:	3 Pumping Systems with 13,000' of 24" Pipe
Job Number:	543
Owner:	City of Poplar Bluff, MO
Address:	501 Vine St, Poplar Bluff, MO 63901
Contact Name:	Jim McLeish, PE
Telephone Number:	314-335-8640
Job Name:	Drainage Improvements
Location:	Poplar Bluff, MO
Contract Amount:	\$491,990.00
Started:	11/1/2022
Complete:	4/1/2023
Owners Representation:	Jim McLeish, PE
Bidders Representation:	Rodger Williams PM
Funding Agency:	CBDG
Scope:	1,200' of 48" & 200' of 36" RCP Drainage Pipe
Job Number:	542
Owner:	City of Sheridan AR
Address:	106 West Bell St, Sheridan, AR
Contact Name:	David Fitzgerald
Telephone Number:	870-942-6048
Job Name:	Sheridan 24" Sewer
Location:	Sheridan AR
Contract Amount:	\$475,000.00
Started:	11/1/2022
Complete:	6/15/2023
Owners Representation:	David Fitzgerald
Bidders Representation:	Phillip Wagner PM
Funding Agency:	City of Sheridan
Scope:	24" SEWER
Job Number:	541
Owner:	Redstond Construction
Address:	505 West Dixon Rd, Little Rock, AR 72206
Contact Name:	Andy Rose
Telephone Number:	501-539-0828
Job Name:	Project Repeat Site Utilities
Location:	North Little Rock AR
Contract Amount:	\$2,605,574.00
Started:	11/30/2022

Complete:	4/15/2023
Owners Representation:	Andy Rose
Bidders Representation:	Michael Titsworth PM
Funding Agency:	Self
Scope:	Water and Sewer
Job Number:	540
Owner:	Butler County PWSD # 3
Address:	3129 HWY AA, Poplar Bluff, MO 63901
Contact Name:	Jim McLeish, PE
Telephone Number:	314-335-8640
Job Name:	Water Treatment Plant Imp.
Location:	Poplar Bluff, MO
Contract Amount:	\$550,000.00
Started:	1/1/2023
Complete:	7/23/2023
Owners Representation:	Jim McLeish, PE
Bidders Representation:	Rodger Williams PM
Funding Agency:	Butler County PWSD # 3
Scope:	Water Treatment Plant Imp.
Job Number:	539
Owner:	Redstond Construction
Address:	505 West Dixon Rd, Little Rock, AR 72206
Contact Name:	Andy Rose
Telephone Number:	501-539-0828
Job Name:	Project Repeat Site De-Water
Location:	North Little Rock AR
Contract Amount:	\$613,200.00
Started:	8/1/2022
Complete:	11/30/2022
Owners Representation:	Andy Rose
Bidders Representation:	Michael Titsworth, PM
Funding Agency:	Self
Scope:	De-Water Wells and piping
Job Number:	538
Owner:	Big Springs Utilities
Address:	Van Buren, MO
Contact Name:	Conor Malaney
Telephone Number:	847-344-0452
Job Name:	Big Springs Utilities
Location:	Van Buren, MO
Contract Amount:	\$8,908,250.00
Started:	7/1/2022
Complete:	TBD
Owners Representation:	Conor Malaney
Bidders Representation:	Rodger Williams PM
Funding Agency:	NPS
Scope:	Utilities
Job Number:	537
Owner:	City of Piggott, AR
Address:	194 W Court, Piggott, AR 72454
Contact Name:	Greg Bell, PE
Telephone Number:	573-785-9621
Job Name:	Wastewater Imp.
Location:	Piggott, AR

Contract Amount:	\$1,104,835.00
Started:	5/25/2022
Complete:	3/1/2023
Owners Representation:	Greg Bell, PE
Bidders Representation:	Rodger Williams PM
Funding Agency:	City of Piggott, AR
Scope:	WWTF Imp.
Job Number:	536
Owner:	Conway Corporation
Address:	650 Locust St. Conway, AR 72034
Contact Name:	Jeremy Koone
Telephone Number:	501-548-3008
Job Name:	TCWWTP Gravity to TBLW at Tucker Creek
Location:	Conway AR
Contract Amount:	\$7,350,000.00
Started:	Projected 8/1/22
Complete:	In Progress
Owners Representation:	Jeremy Koone
Bidders Representation:	Michael Titsworth, PM
Funding Agency:	Conway Corporation
Scope:	12,328 LF of 36" Sewer Main
Job Number:	535
Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	Waste Residual Lagoons
Location:	Washington County, Arkansas
Contract Amount:	\$4,125,000.00
Started:	5/2/2022
Complete:	11/1/2022
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Rodger Williams. Esimator
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	Water Treatment Plant Imp.
Job Number:	534
Owner:	Carter County
Address:	105 Main St, Van Buren, MO 63965
Contact Name:	Ron Keeney
Telephone Number:	573-323-4527
Job Name:	Utilities & Storm water
Location:	Van Buren, MO
Contract Amount:	\$427,000.00
Started:	6/5/2022
Complete:	12/31/2023
Owners Representation:	Ron Keeney
Bidders Representation:	Rodger Williams PM
Funding Agency:	Carter County
Scope:	Water, Sewer, & Stormwater
Job Number:	533
Owner:	City of Greenwood Arkansas
Address:	30 Bell Road Greenwood, AR 72936
Contact Name:	Jeremy Shores
Telephone Number:	479-474-1227

Job Name:	Highway 10 Transmission Line
Location:	Greenwood AR
Contract Amount:	\$655,000.00
Started:	4/1/2022
Complete:	7/15/2022
Owners Representation:	Hawkins-Weir
Bidders Representation:	Phillip Wagner, PM
Funding Agency:	City of Greenwood Arkansas
Scope:	4500 LF of 12" PVC Water
Job Number:	532
Owner:	City of Van Buren, MO
Address:	1401 Main St, Van Buren, MO 63965
Contact Name:	Shannon Todd, PE
Telephone Number:	573-772-4203
Job Name:	Water Improvements
Location:	Van Buren, MO
Contract Amount:	\$3,090,000.00
Started:	3/14/2022
Complete:	TBD
Owners Representation:	Shannon Todd, PE
Bidders Representation:	Rodger Williams PM
Funding Agency:	USDA
Scope:	Water Improvements
Job Number:	531
Owner:	City of Benton Arkansas
Address:	1827 Dale Ave. Benton, Arkansas
Contact Name:	Shawn Jackson
Telephone Number:	501-326-7979
Job Name:	Exit 114 Waterline
Location:	Benton, Arkansas
Contract Amount:	\$1,880,435.13
Started:	10/1/2021
Complete:	4/25/2022
Owners Representation:	MCE
Bidders Representation:	Michael Titsworth, PM
Funding Agency:	Benton
Scope:	7500 LF of 16" DIP Water Line
Job Number:	530
Owner:	City Of New Albany
Address:	101 W BANKHEAD ST, NEW ALBANY, MS 38652
Contact Name:	Mike Faultner
Telephone Number:	(662) 489-1525
Job Name:	Carter Ave. Lift Station
Location:	NEW ALBANY, MS
Contract Amount:	\$634,000.00
Started:	9/30/2021
Complete:	In Progress
Owners Representation:	Mike Faultner P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CITY OF NEW ALBANY
Scope:	Rehab of Sewer Lift Station
Job Number:	529
Owner:	Alcorn County Board of Supervisors
Address:	305 S. Fulton Drive, Corinth, MS 38834

Contact Name:	Nicholas Brawner, PE
Telephone Number:	662-287-2080
Job Name:	Project Bulldog Water Utilities
Location:	Corinth, MS
Contract Amount:	\$1,783,000.00
Started:	9/20/2021
Complete:	In Progress
Owners Representation:	Nicholas Brawner, PE
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Alcorn County Board of Supervisors
Scope:	Water Line and Pump Station
Job Number:	528
Owner:	City of Fayetteville
Address:	113 West Mountain Street Fayetteville, AR 72701
Contact Name:	Corey Granderson
Telephone Number:	479-575-8220
Job Name:	Richland Creek Water Crossing
Location:	Goshen AR
Contract Amount:	\$748,000.00
Started:	10/15/2021
Complete:	3/4/2022
Owners Representation:	Olsson
Bidders Representation:	Michael Titsworth, PM
Funding Agency:	Fayetteville
Scope:	18" Water with Water Crossing
Job Number:	527
Owner:	City of Fayetteville
Address:	113 West Mountain Street Fayetteville, AR 72701
Contact Name:	Corey Granderson
Telephone Number:	479-575-8220
Job Name:	2021 Waterline Improvements
Location:	Multiple locations-Fayetteville
Contract Amount:	\$3,479,500.00
Started:	11/1/2021
Complete:	In Progress
Owners Representation:	Corey Granderson
Bidders Representation:	Michael Titsworth, PM
Funding Agency:	Fayetteville
Scope:	Approx 10,000 LF of 12"-4" Water Lines
Job Number:	526
Owner:	Heber Springs Water and Sewer
Address:	1108 W. Front Street, Heber Springs, AR 72543
Contact Name:	Clint Bell
Telephone Number:	501-362-3744
Job Name:	HSWS Outfall Improvements
Location:	Heber Springs Arkansas
Contract Amount:	\$4,694,000.00
Started:	8/1/2021
Complete:	9/1/2022
Owners Representation:	Clint Bell
Bidders Representation:	Leon Spencer, Estimator
Funding Agency:	Heber Springs Arkansas
Scope:	15,000 LF of 24"-30" Sewer
Job Number:	525

Owner:	City of Hot Springs Arkansas
Address:	133 Convention Boulevard, Hot Springs, AR 71901
Contact Name:	Matt Dunn
Telephone Number:	(501) 664-1552
Job Name:	Contract 5: US Hwy 70 to New Water Treatment Plant
Location:	Hot Springs, Arkansas
Contract Amount:	\$9,325,000.00
Started:	8/1/2021
Complete:	In Progress
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Michael Titsworth. Estimator
Funding Agency:	City of Hot Springs Arkansas
Scope:	24,000 LF of 42" Steel Raw Water Line
Job Number:	524

Owner:	Malvern Waterworks
Address:	506 Overman Street, Malvern, Arkansas 72104
Contact Name:	David Coston
Telephone Number:	501-332-3634
Job Name:	Malvern Sewer System Rehab Contract 1
Location:	Malvern, Arkansas
Contract Amount:	\$1,398,000.00
Started:	8/1/2021
Complete:	2/15/2022
Owners Representation:	Les Price, P.E
Bidders Representation:	Leon Spencer, Estimator
Funding Agency:	City Of Malvern, Arkansas
Scope:	7500 LF of Pipe Burst, 1130 LF of CIPP, 725 LF of Open Cut
Job Number:	523

Owner:	Redstone Construction Group
Address:	505 W Dixon Rd, Little Rock, AR 72206
Contact Name:	Andy Rose
Telephone Number:	(501) 374-1557
Job Name:	PROJECT RUNNER - AMAZON FACILITY
Location:	North Little Rock, Arkansas
Contract Amount:	\$2,300,890.00
Started:	1/15/2021
Complete:	7/23/2021
Owners Representation:	Andy Rose. P.E
Bidders Representation:	Michael Titsworth. Estimator
Funding Agency:	Amazon Corporation
Scope:	Site Water & Sewer Packages
Job Number:	522

Owner:	Central Arkansas Water
Address:	221 E Capitol Ave, Little Rock, AR 72202
Contact Name:	Joe O'hara
Telephone Number:	(501) 372-5161
Job Name:	North Rodney Paraham Rd 8" Water Relocation
Location:	North Little Rock, Arkansas
Contract Amount:	\$744,570.00
Started:	2/1/2021
Complete:	11/1/2021
Owners Representation:	Joe O'hara. P.E
Bidders Representation:	Kyle Persons. Estimator
Funding Agency:	Central Arkansas Water
Scope:	Relocate 4,400LF of 8" D.I Waterlines

Job Number:	521
Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	South Transmission System Parallel Line Project - Westville Water
Location:	Washington County, Arkansas
Contract Amount:	\$1,133,500.00
Started:	2/1/2021
Complete:	7/1/2021
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Kyle Persons. Estimator
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	12,000LF of 12" D.I Water Line
Job Number:	520
Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	South Transmission System Parallel Line Project - Contract 2
Location:	Washington County, Arkansas
Contract Amount:	\$5,617,000.00
Started:	2/1/2021
Complete:	5/1/2022
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Rodger Williams. Esimator
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	36,000LF of 24" D.I Water Line
Job Number:	519
Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	South Transmission System Parallel Line Project - Contract 1
Location:	Benton County, Arkansas
Contract Amount:	\$5,795,000.00
Started:	3/1/2021
Complete:	4/1/2022
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Michael Titsworth. Estimator
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	40,000LF of 24" D.I Water Line
Job Number:	518
Owner:	City of Hot Springs Arkansas
Address:	133 Convention Boulevard, Hot Springs, AR 71901
Contact Name:	Matt Dunn
Telephone Number:	(501) 664-1552
Job Name:	Water Tranmission Pipeline Contract A: New Water Treatment Plant to HWY. 7
Location:	Hot Springs, Arkansas
Contract Amount:	\$4,431,775.00
Started:	12/1/2020
Complete:	10/15/2021
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Michael Titsworth. Estimator

Funding Agency:	City of Hot Springs Arkansas
Scope:	12,500LF of 36" D.I, 4,100LF of 24" D.I & 850LF of 12" D.I Water Lines
Job Number:	517
Owner:	Pike Creek Reorganized Common Sewer District
Address:	4878 Hwy PP, Poplar Bluff, MO 63901
Contact Name:	Ron Keeney
Telephone Number:	(573)996-6003
Job Name:	Wastewater System Improvement Project - Phase 4
Location:	Poplar Bluff, Missouri
Contract Amount:	\$2,414,000.00
Started:	8/14/2020
Complete:	10/1/2021
Owners Representation:	Ron Keeney
Bidders Representation:	Rodger Williams. Estimator
Funding Agency:	United States Department of Agriculture
Scope:	Rehab Lift Stations, New 12" Force Main, Gravity Sewer, MH Lining, Sludge Removal
Job Number:	516
Owner:	City of New Madrid Missouri
Address:	105 Howard St, New Madrid, MO 63869
Contact Name:	Billy Cobb
Telephone Number:	(573) 785-9621
Job Name:	Sewer Line Replacement
Location:	New Madrid Missouri
Contract Amount:	\$984,550.00
Started:	8/1/2020
Complete:	6/1/2021
Owners Representation:	Billy Cobb. P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of New Madrid Missouri
Scope:	1,839LF of 8" Sewer Replacement
Job Number:	515
Owner:	Redstone Construction Group
Address:	505 W Dixon Rd, Little Rock, AR 72206
Contact Name:	Andy Rose
Telephone Number:	(501) 374-1557
Job Name:	PROJECT DIAMOND - AMAZON FACILITY
Location:	North Little Rock, Arkansas
Contract Amount:	\$1,150,000.00
Started:	6/29/2020
Complete:	12/15/2020
Owners Representation:	Andy Rose. P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	Amazon Corporation
Scope:	Dewater & Install Fiber Glass Wet Well - Valve Vault W/ Gravity Sewer
Job Number:	514
Owner:	City Of Russellville Arkansas
Address:	205 WEST 3RD PLACE, Russellville, AR 72801
Contact Name:	Richard Harris
Telephone Number:	(479) 968-2098
Job Name:	I-40 SOUTH GRAVITY SEWER INTERCEPTOR
Location:	RUSSELLVILLE, ARKANSAS
Contract Amount:	\$3,399,000.00
Started:	6/22/2020
Complete:	7/1/2021

Owners Representation:	Jerry Martin. P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	US Department of Commerce Economic Development
Scope:	2,200LF of 30-inch, 7,400LF of 24-inch sewer pipe & manholes
Job Number:	513
Owner:	Arkansas Department of Transportation
Address:	221 East Capitol Ave Little Rock, AR 72203
Contact Name:	Rob Broderick P.E
Telephone Number:	
Job Name:	CANTRELL RD./ I-430 WEST TO PLEASANT RIDGE
Location:	Little Rock, Arkansas
Contract Amount:	\$3,300,000.00
Started:	6/1/2020
Complete:	6/1/2021
Owners Representation:	Rob Broderick P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	Arkansas Department of Transportation
Scope:	3515LF of 12" D.I.P, 1760LF of 8" D.I.P, 750LF of 30" D.I.P, 500LF of 16" D.I.P
Job Number:	512
Owner:	Malvern Waterworks
Address:	506 Overman Street, Malvern, Arkansas 72104
Contact Name:	David Coston
Telephone Number:	501-332-3634
Job Name:	Malvern WWTF Improvements
Location:	Malvern, Arkansas
Contract Amount:	\$5,525,000.00
Started:	4/20/2020
Complete:	10/15/2021
Owners Representation:	Les Price, P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	City Of Malvern, Arkansas
Scope:	WTFF Renovations and 3500LF of 36" Ductile Sewer Outfall
Job Number:	511
Owner:	The State of Missouri Office of Administration
Address:	Jefferson City, Missouri
Contact Name:	Kelly Hammock
Telephone Number:	573-751-3339
Job Name:	Water & Wastewater Systems Upgrade W. E. Sears Youth Center
Location:	Poplar Bluff, Missouri
Contract Amount:	\$1,025,000.00
Started:	2/21/2020
Complete:	11/25/2020
Owners Representation:	Dominic Thompson, P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	The State of Missouri Office of Administration
Scope:	Lagoon Renovations, Pump Station, Force Main, Land Application of Effluent
Job Number:	510
Owner:	City of Fayetteville, Arkansas
Address:	113 West Mountain Street Fayetteville, AR 72701
Contact Name:	Corey Granderson
Telephone Number:	479-575-8220
Job Name:	Morningside Waterline Relocate
Location:	Fayetteville, Arkansas
Contract Amount:	\$1,595,000.00

Started:	2/24/2020
Complete:	10/9/2020
Owners Representation:	Zane Lewis, P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	City of Fayetteville, Arkansas
Scope:	3,300LF of 24" Water and appurtenances
Job Number:	509
Owner:	CITY OF NEW ALBANY
Address:	101 W BANKHEAD ST, NEW ALBANY, MS 38652
Contact Name:	Mike Faultner
Telephone Number:	(662) 489-1525
Job Name:	SEWER SYSTEM IMPROVEMENTS CONTRACT "B" WWTF
Location:	NEW ALBANY, MS
Contract Amount:	\$10,350,000.00
Started:	3/1/2020
Complete:	In Progress
Owners Representation:	Mike Faultner P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CITY OF NEW ALBANY
Scope:	New Construction of WWTF
Job Number:	508
Owner:	Benton Public Utility Commission
Address:	1827 Dale Avenue, Benton, AR 72015
Contact Name:	David Vondran
Telephone Number:	(501) 371-0272
Job Name:	UTILITIES BORE ACROSS SALINE RIVER
Location:	Benton, AR 72015
Contract Amount:	\$1,055,000.00
Started:	1/6/2020
Complete:	5/1/2020
Owners Representation:	Jacob Gillip
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	City Of Benton, Arkansas
Scope:	980LF 12" Ductile River Bore W/valves & Connections
Job Number:	507
Owner:	CITY OF ARBYRD ARBYRD, MISSOURI
Address:	102 E. Frisco Street, P.O. Box 338, Arbyrd, MO 63821
Contact Name:	Jeff Wilson
Telephone Number:	573-772-4203
Job Name:	WASTEWATER SYSTEM IMPROVEMENT PROJECT
Location:	ARBYRD, MISSOURI
Contract Amount:	\$673,500.00
Started:	2/2/2020
Complete:	7/1/2021
Owners Representation:	Shannon Todd, P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Rural Development & USDA
Scope:	lift station, land application system; rehab gravity sewer (CIPP), rehab MH (Epoxy)
Job Number:	506
Owner:	Van Buren Municipal Utilities
Address:	2806 Bryan Road, Van Buren, AR 72957
Contact Name:	Joshua Durham, P.E.
Telephone Number:	(479) 474-1227
Job Name:	Rickey Pump Station & Force Main Imp.

Location:	Van Buren, AR
Contract Amount:	\$2,840,000.00
Started:	10/15/2019
Complete:	10/15/2021
Owners Representation:	Joshua Durham, P.E.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Construction of a 1,400 GMP Pump Station & Force Main
Job Number:	505
Owner:	City of Stuttgart
Address:	Stuttgart, AR
Contact Name:	Charles Summerford
Telephone Number:	(870) 246-6011
Job Name:	Step 3 - Water Upgrades & Improvements
Location:	Stuttgart, AR
Contract Amount:	\$865,000.00
Started:	11/21/2019
Complete:	6/30/2020
Owners Representation:	Charles Summerford
Bidders Representation:	Kyle Persons, Estimator
Funding Agency:	Rural Development
Scope:	Water line replacement
Job Number:	504
Owner:	City of Fayetteville
Address:	Fayetteville, AR
Contact Name:	Matt Casey
Telephone Number:	479-444-3429
Job Name:	Hotz to Maple; Pleasant Woods Dr & Sang Ave Water Line
Location:	Fayetteville, AR
Contract Amount:	\$1,458,000.00
Started:	5/1/2019
Complete:	5/1/2020
Owners Representation:	Josh Durham
Bidders Representation:	Mike Titsworth, Estimator
Funding Agency:	City of Fayetteville, AR
Scope:	8" & 12" Waterline
Job Number:	503
Owner:	CAW
Address:	Maumelle, AR
Contact Name:	Thomas Wray
Telephone Number:	501-377-1221
Job Name:	AC Main Replacement - Phase 3
Location:	Maumelle, AR
Contract Amount:	\$898,000.00
Started:	2/1/2019
Complete:	7/1/2019
Owners Representation:	Thomas Wray
Bidders Representation:	Mike Titsworth, Estimator
Funding Agency:	CAW
Scope:	Waterline Replacement
Job Number:	502
Owner:	City of Fayetteville
Address:	Fayetteville, AR
Contact Name:	Josh Durham

Telephone Number:	479-474-1227
Job Name:	Masters Lift Station Replacement
Location:	Fayetteville, AR
Contract Amount:	\$1,067,000.00
Started:	3/18/2019
Complete:	9/31/2019
Owners Representation:	Josh Durham
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Fayetteville, AR
Scope:	Sewer Improvements
Job Number:	501
Owner:	City of Baldwin
Address:	Baldwyn, MS
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase 4 - Collection Improvements
Location:	Baldwyn, MS
Contract Amount:	\$1,030,000.00
Started:	5/20/2019
Complete:	1/4/2020
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Sewer Improvements
Job Number:	500
Owner:	City of Tupelo
Address:	Tupelo, MS
Contact Name:	Jess Wiygul
Telephone Number:	662-842-7381
Job Name:	SRF FY17 - Wastewater Collection Improvements
Location:	Tupelo, MS
Contract Amount:	\$2,085,000.00
Started:	2/18/2019
Complete:	3/15/2020
Owners Representation:	Jess Wiygul
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	SRF
Scope:	Sewer Collection Improvements
Job Number:	499
Owner:	City of Greenwood
Address:	Hwy 7 & Hwy 82; Greenwood, MS
Contact Name:	Robert Willis
Telephone Number:	662-226-1081
Job Name:	MS HWY NO.7 & US HWY NO. 82 Waterline Improv.
Location:	Greenwood, MS
Contract Amount:	\$398,485.00
Started:	12/10/2018
Complete:	6/15/2019
Owners Representation:	Robert Willis
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Greenwood, MS
Scope:	Waterline Replacement
Job Number:	498
Owner:	City of Russellville, AR



1/24/24

Kajacs Contractors Incorporated

Superintendent Experience

- Curtis Fowler-Superintendent-29 Years with Company, Water, Sewer, Plant Work.
- Curt Caringer-Superintendent-26 Years with Company, Water, Sewer, Plant Work.
- Charles Parish-Superintendent-25 Years with Company, Water, Sewer, Plant Work.
- Josh Wells-Superintendent-20 Years with Company, Water, Sewer, Plant Work.
- Bucky Albright-Superintendent-15 Years with Company, Water, Sewer, Plant Work.
- Steve Lapar-Superintendent-15 Years with Company, Water, Sewer, Plant Work.
- Shane Bishop-Superintendent-12 Years with Company, Water, Sewer, Boring.
- Dustin Sanders-Superintendent-5 Years with Company, Water, Sewer.
- Matt Pingleton-Superintendent-3 Years with Company, Water, Sewer.
- Josh Berry-Superintendent-3 Year with Company, Water, Sewer.
- Jimmy Honeycutt-Superintendent-1 Year with Company, Water, Sewer.
- Brad Westmoreland-Superintendent-1 Year with Company, Water, Sewer.

All Superintendents listed above are experienced in the construction of all aspects of Water, and Sewer construction to include Open Cut, Directional Drill, Pipe Bursting.

Michael Titsworth

Project Manager

DOCUMENT 00 52 13 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: FAYETTEVILLE HWY 16 EAST UTILITY RELOCATIONS

Contract No.: , Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2024 by and between The City of Fayetteville, Arkansas and KAJACS Contractors, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

1. Approximately 4,281 linear feet of 18-inch water main along Hwy 16.
2. Approximately 132 linear feet of 12-inch water main crossing Hwy 16.
3. Approximately 1,678 linear feet of 8-inch water main along AR Hwy 16.
4. Two (2) new water main crossings of Hwy 16
5. Approximately 1,873 linear feet of 8-inch sanitary sewer main along AR Hwy 16.
6. And associated connections, service reconnections, hydrants, encasement under pavements and other items as required to complete the work including, erosion control and final stabilization.

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

Open burning is not allowed on City projects.

Blasting is not allowed on City projects.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

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

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract

DOCUMENT 00 52 13 – AGREEMENT (continued)

Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within 300 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within 330 calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

- 4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as

DOCUMENT 00 52 13 – AGREEMENT (continued)

provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

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

1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

DOCUMENT 00 52 13 – AGREEMENT (continued)

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

DOCUMENT 00 52 13 – AGREEMENT (continued)

- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor Ehas given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: E HUNTSVILLE RD (AR HWY 16) UTILITY RELOCATIONS
 - 8. Addenda numbers ____ inclusive.
 - 9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

DOCUMENT 00 52 13 – AGREEMENT (continued)

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

DOCUMENT 00 52 13 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR:

CITY OF FAYETTEVILLE

By: Michael Titsworth

By: Lioneld Jordan

(Type or legibly print)

[Signature]

(Signature)

[Signature]

(Signature)

Title: Project Manager

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)
Attest [Signature]

(SEAL)
Attest _____

DOCUMENT 00 52 13 – AGREEMENT (continued)

Address for giving notices

3401 W. 65th St.
Little Rock, AR 72209

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

License No. 0049950324

Agent for Service of process

(Type or legibly print)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

END OF DOCUMENT 00 52 13

AGREEMENT

PO Box 969
Poplar Bluff, MO 63902



573-785-1745
(Fax) 573-785-6237
www.kajacs.com

November 2, 2018

Letter of Resolution

I, Aron Persons, President of KAJACS Contractors, Inc. do hereby give Michael Titsworth, Project Manager/Estimator the authority to sign contracts on behalf of KAJACS Contractors, Inc.

A handwritten signature in blue ink, appearing to be "Aron Persons", written over a horizontal line.

Aron Persons, President

A handwritten signature in black ink, appearing to be "MyLynn Gargac", written over a horizontal line.

MyLynn Gargac, Corporate Secretary

Equal Opportunity Employer





MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **McClelland Consulting Engineers, Inc. - Amendment No. 1 for Highway 16 Utility Relocations**

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with McClelland Consulting Engineers, Inc. for professional services associated with ArDOT Project 040785 Utility Relocations along Highway 16 from Stone Bridge Rd. to E. Roberts Rd., and approval of a budget adjustment.

BACKGROUND:

ArDOT has notified the City of Fayetteville to relocate water and sewer infrastructure along Highway 16 where they will be widening the roadway to 4-lanes. After receiving this notification, a formal selection committee was held on March 30, 2021 at which McClelland was selected for contract negotiations (RFQ 21-01, Selection #5). Resolution 165-21 authorized McClelland to begin detailed survey and design work which is now completed.

Affected utilities include approximately 4,100 linear feet of 8-inch diameter cast iron waterline that will need to be replaced and upgraded to 12-inch diameter PVC pipe. Additionally, there is approximately 1,700 linear feet of small diameter sanitary sewer relocation necessary.

DISCUSSION:

Amendment No. 1 will provide funds to cover additional easement acquisition services and franchise utility coordination necessary as well as provide funding for construction phase services such as project inspection, assistance with contractor questions in-field, change orders, testing, progress meetings, as-built plan preparation, and project closeout. The additional fees are hourly not-to-exceed in the amount of \$218,974.41.

BUDGET/STAFF IMPACT:

The proposed contract is hourly in the maximum not-to-exceed amount of \$218,974.41. Funds will be moved from the Sanitary Sewer Rehabilitation account to the Water & Sewer Relocations account to cover the cost of the engineering amendment.

ATTACHMENTS: SRF (#3), BA (#4), Amendment No. 1 - Hwy 16 Utility Relocations - Final (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1753

McClelland Consulting Engineers, Inc. - Amendment No. 1 for Highway 16 Utility Relocations

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$218,974.41 FOR ADDITIONAL SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 16, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on March 30, 2021, the City Council approved Resolution 165-21 authorizing a contract with McClelland Consulting Engineers, Inc. to begin detailed survey and design work which is now completed; and

WHEREAS, Amendment No. 1 will provide for additional easement acquisition services and franchise utility coordination necessary as well as provide funding for construction phase services such as project inspection, assistance with contractor questions in-field, change orders, testing, progress meetings, as-built plan preparation, and project closeout.

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 Amendment No. 1 to the Professional Engineering Services Agreement with McClelland Consulting Engineers, Inc. in an amount not to exceed \$218,974.41 for additional services associated with utility relocations along Highway 16.

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

2024-1753

Item ID

3/5/2024

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

Tim Nyander

2/15/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with McClelland Consulting Engineers, Inc. in an amount not to exceed \$218,974.41 for professional services associated with ArDOT Project 040785 Utility Relocations along Highway 16 from Stone Bridge Rd. to E. Roberts Rd., and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5314.00/5400.720.5700-
5314.00

Water and Sewer

Account Number

Fund

11011.2102

Water and Sewer Relocations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 9,684,408.00

Expenses (Actual+Encum)

\$ 9,609,512.46

Available Budget

\$ 74,895.54

Does item have a direct cost? Yes

Item Cost

\$ 218,974.41

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 218,975.00

Remaining Budget

\$ 74,896.13

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 165-21

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	WATER SEWER (720)	
	Requestor: Cheryl Partain	

A budget adjustment is needed in the Water Sewer Relocations project for the cost of the engineering services contract with McClelland Consulting Engineers, Inc. Contract is for engineering services for the water and sewer utility relocations associated with ArDOT Project# 040785 for Highway 16 East Utility Relocations from Stonebridge Rd to E Roberts Rd. Moving budgeted funds from the Sewer Rehabilitation project.

	COUNCIL DATE:	3/5/2024
	ITEM ID#:	2024-1753
	April Melton	
	2/16/2024 9:40 AM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2024116

**Amendment No. 1 to the Engineering Services Agreement for
Highway 16 Utility Relocations, Stonebridge Drive to East Roberts Road
ARDOT Job No. 040785**

Date: _____

WHEREAS, the CITY OF FAYETTEVILLE and McClelland Consulting Engineers, Inc. (ENGINEER) entered into an Agreement for Professional Engineering Services (AGREEMENT) on June 1, 2021; and,

WHEREAS, the CITY OF FAYETTEVILLE has requested that ENGINEER perform additional services outside of the scope of the AGREEMENT.

NOW THEREFORE, the following modifications will be made to the AGREEMENT to include the additional services requested:

MODIFICATIONS:

1. Section 2.2.1 – the additional scope of services is included in the attached Appendix “A-1”.
2. Section 5.1.1 – the maximum not-to-exceed amount is increased from \$273,388.00 to **\$492,362.41**. Modifications to compensation are included in the attached Appendices “A-1”, “B-3”, “B-4”, “B-5” and “B-6”.

IN WITNESS WHEREOF, the parties execute this Amendment No. 1, to be effective on the date set out above.

McClelland Consulting Engineers, Inc.

City of Fayetteville, Arkansas

BY: _____



Nicholas R. Batker, P.E.
Senior Associate

BY: _____

Mayor Lioneld Jordan

APPENDIX A-1 – SCOPE OF ADDITIONAL SERVICES AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT FOR HIGHWAY 16 UTILITY RELOCATIONS, STONEBRIDGE DRIVE TO EAST ROBERTS ROAD

1.0 General

1.1 Additional Services – Bid Phase and Easement Acquisition

During the course of final design on this project in 2023, the ENGINEER had final plans prepared and approved by the Arkansas Department of Health. The ENGINEER met with Black Hills Energy to coordinate any final potential conflicts with natural gas facilities and discovered that the proposed water main relocations were in direct conflict with the BHE proposed gas mains in several areas. As a result, the ENGINEER was required to perform additional coordination with BHE to avoid these conflicts, redesign the proposed water main relocations, and perform additional coordination with affected property owners on the proposed easements. This additional effort resulted in project expenditures that exhausted the original contract budget at the end of 2023. The scope of additional services includes efforts associated with remaining design and property acquisition tasks to get this project into the construction phase.

1.2 Additional Services – Services During Construction

The scope of additional services also includes construction administration and construction observation service for the referenced project, which includes approximately 4,300 linear feet of 18-inch water main; 130 linear feet of 12-inch water main, 1,700 linear feet of 8-inch water main; 1,900 linear feet of 8-inch sewer main; and related appurtenances and interconnections along Highway 16 between Stonebridge Drive and East Roberts Road. Construction is anticipated to commence in Spring 2024. The construction contract allows 300 calendar days to Substantial Completion and 330 calendar days to Final Completion.

2.0 Scope of Additional Services – Bid Phase and Easement Acquisition

2.1 Bid Phase Services

- 2.1.1 Assist CITY OF FAYETTEVILLE with Bid Advertisement.
- 2.1.2 Respond to Bidders' questions and issue addenda as authorized by the CITY OF FAYETTEVILLE.
- 2.1.3 Attend the pre-bid conference and bid opening.
- 2.1.4 Evaluate bid tabulation and bidders' qualifications.
- 2.1.5 Prepare and submit an updated summary of project costs and estimated ARDOT reimbursement value based on the actual bid price.
- 2.1.6 Prepare Issued for Construction Documents, which shall incorporate all changes during the Bid Phase through issued Addenda.

2.2 Additional Property Owner Coordination and Easement Acquisition

- 2.2.1 Finalize and complete easement acquisition for 19 remaining easements. Negotiation and acquisition services to be provided by Visionary Milestones,

LLC as a subconsultant to the ENGINEER. ENGINEER to provide support as required.

3.0 Scope of Additional Services – Services During Construction

3.1 Construction Administration

- 3.1.1 Assist CITY OF FAYETTEVILLE with issuing the Notice to Proceed and obtaining executed Contract Document from the selected Contractor; if requested by the CITY OF FAYETTEVILLE.
- 3.1.2 Conduct the pre-construction meeting with the Contractor and issue meeting minutes.
- 3.1.3 Review and respond to Contractor submittals for conformance to the Contract Documents. Up to ten (10) submittals are anticipated on this project. The initial review and one (1) re-submittal review are included in this scope of services. Additional re-submittal review will be considered Additional Services.
- 3.1.4 Review Contractor's Requests for Information and issue clarifications as required. Up to ten (10) RFIs are anticipated on this project.
- 3.1.5 Assist the CITY OF FAYETTEVILLE with the evaluation, negotiation and processing of Contractor change order requests, as required.
- 3.1.6 Review monthly Pay Estimates from the Contractor and provide recommendation for payment. A total of ten (10) pay estimates are assumed.
- 3.1.7 Engineer of Record shall conduct monthly site visits and attend monthly progress meetings as required to observe the progress and quality of the completed work to determine compliance with the Contract Documents. A total of twenty (20) site visits/progress meetings are estimated over the course of the 330 calendar day construction contract.
- 3.1.8 Assist the CITY OF FAYETTEVILLE with the final inspection walk-through. Develop a punch list of outstanding items and review project closeout documents.
- 3.1.9 Prepare Record Drawings based upon information furnished by the Contractor and field representatives.

3.2 Construction Observation

- 3.2.1 Provide a field representative to perform comprehensive construction observation services. Field representative shall keep Engineer of Record and CITY OF FAYETTEVILLE informed on construction progress and any issues that may arise.
- 3.2.2 It is estimated that the level of observation required by the ENGINEER to provide comprehensive construction observation services will equate to an average of 35 hours per week for the duration of the 330 calendar day construction contract. Partial observation will be conducted on non-critical items such as, but not limited to general site cleanup, seeding, sodding, etc.

3.3 Surveying Services

At the request of the CITY OF FAYETTEVILLE, provide up to 48 hours of field surveying to assist in reviewing the Contractor's work and/or to address property owner questions.

4.0 Project Deliverables

- 4.1 PDF copy of the approved shop drawings and submittals from the Contractor.
- 4.2 PDF copy of all daily construction observation reports.
- 4.3 One (1) full-size hard copy, a PDF copy and AutoCAD file of the Record Drawings.
- 4.4 Other electronic files as requested by the CITY OF FAYETTEVILLE.

5.0 Compensation

In consideration of the performance of the foregoing services by the ENGINEER, the CITY OF FAYETTEVILLE shall pay to the ENGINEER compensation as shown below. A task hour breakdown of the services is provided as Appendix B-3.

- 5.1 Compensation for Task 2.1 shall be as provided in Appendix B-4. The not-to-exceed amount for Task 2.1 is \$7,953.69.
- 5.2 Compensation for Task 2.2 shall be as provided in Appendix B-5. The not-to-exceed amount for Task 2.2 is \$36,889.64.
- 5.3 Compensation for Task 3.0 (Services During Construction) shall be as provided in Appendix B-6. The not-to-exceed amount for Task 3.0 is \$174,131.08.
- 5.4 The total maximum not-to-exceed for Amendment No. 1 therefore shall be **\$218,974.41**.

City of Fayetteville - Hwy 16 Water/Sewer Relocations (Stone Bridge Rd to E Roberts Rd)
Amendment No. 1
Appendix B-3 - Personnel Hour Estimate
1/30/2024



Task Description	Sr. Project Manager	Project Manager	Project Engineer	CAD Technician	Const. Observer	Reg. Land Surveyor	Survey Technician	Field Survey Crew
2.0 ADDITIONAL SERVICES - BID PHASE AND EASEMENT ACQUISITION								
Task 2.1 Bid Phase Services								
Assist with Bid Advertisement			2.00					
Respond to questions during bidding	4.00		8.00					
Prepare/issue addenda	6.00		16.00					
Pre-bid meeting	2.00		4.00					
Bid opening/evaluate bids	2.00		2.00					
Update summary of project costs			2.00					
Prepare Issued for Construction Documents	2.00		16.00					
Subtotal Task 2.1 (See Appendix B-4)	16.00	0.00	48.00	0.00	0.00	0.00	0.00	0.00
Task 2.2 Add'l Property Owner Coord & Easement Acquisition								
Assist Visionary Milestones with Remaining Property Owners	8.00		40.00					
Subtotal Task 2.2 (See Appendix B-5)	8.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00
3.0 ADDITIONAL SERVICES - SERVICES DURING CONSTRUCTION								
Task 3.1 Construction Administration								
Pre-construction Meeting	2.00	2.00	2.00					
Review Submittals	2.00	8.00	40.00					
Respond to RFIs	2.00	8.00	20.00	4.00				
Evaluate Change Order Requests	4.00	10.00	48.00	8.00				
Pay Request Review/Preparation		10.00	32.00					
Periodic Site Visits (20 estimated)	20.00	40.00	60.00					
Final Inspection/Punch List	2.00	2.00	16.00					
Record Drawings		10.00	20.00	24.00				
Project Closeout		4.00	8.00	4.00				
Subtotal Task 3.1 (See Appendix B-6)	32.00	94.00	246.00	40.00	0.00	0.00	0.00	0.00
Task 3.2 Construction Observation								
Comprehensive Field Observation Services					1570.00			
Pre-construction Meeting					2.00			
Pay Request Review/Preparation					32.00			
Final Inspection					16.00			
Record Drawings					16.00			
Project Closeout					8.00			
Subtotal Task 3.2 (See Appendix B-6)	0.00	0.00	0.00	0.00	1644.00	0.00	0.00	0.00
Task 3.3 Surveying Services								
Review Contractor's Work & Address Prop Owner Questions, as Req'd						8.00	16.00	48.00
Subtotal Task 3.3 (See Appendix B-6)	0.00	0.00	0.00	0.00	0.00	8.00	16.00	48.00

Appendix B-4 Fee Proposal

Appendix B-4
Additional Services
Bidding Phase Services in Conjunction with the
Highway 16 Water and Sewer Relocations (Stone Bridge Rd to E Roberts Rd)
ARDOT Job No. 040785
Fayetteville, Arkansas

Personnel Hours

Labor Classification	Hours	Labor Rate	Extended
Sr. Project Manager	16.00	\$68.00	\$1,088.00
Project Manager	0.00	\$53.00	\$0.00
Project Engineer	48.00	\$36.00	\$1,728.00
CAD Technician	0.00	\$30.00	\$0.00
Const. Observer	0.00	\$25.00	\$0.00
Reg. Land Surveyor	0.00	\$35.00	\$0.00
Survey Technician	0.00	\$25.00	\$0.00
Field Survey Crew	0.00	\$25.00	\$0.00

Direct Labor Subtotal		\$2,816.00
Overhead	151.55%	\$4,267.65
Subtotal		\$7,083.65
Fixed Fee	12%	\$850.04
Subtotal Labor Costs		\$7,933.69

EXPENSES

Item	Amount
Mileage (\$0.52/mile)	\$20.00
Total Estimated Reimbursable Expenses	\$20.00

**Total Costs - Additional Services - Bidding Phase Services
(Task Item 2.1)** **\$7,953.69**

Appendix B-5 Fee Proposal

Appendix B-5
Additional Services
Easement Acquisition Services in Conjunction with the
Highway 16 Water and Sewer Relocations (Stone Bridge Rd to E Roberts Rd)
ARDOT Job No. 040785
Fayetteville, Arkansas

Personnel Hours

Labor Classification	Hours	Labor Rate	Extended
Sr. Project Manager	8.00	\$68.00	\$544.00
Project Manager	0.00	\$53.00	\$0.00
Project Engineer	40.00	\$36.00	\$1,440.00
CAD Technician	0.00	\$30.00	\$0.00
Const. Observer	0.00	\$25.00	\$0.00
Reg. Land Surveyor	0.00	\$35.00	\$0.00
Survey Technician	0.00	\$25.00	\$0.00
Field Survey Crew	0.00	\$25.00	\$0.00
Direct Labor Subtotal			\$1,984.00
Overhead 151.55%			\$3,006.75
Subtotal			\$4,990.75
Fixed Fee 12%			\$598.89
Subtotal Labor Costs			\$5,589.64

EXPENSES

Item	Amount
Mileage (\$0.52/mile)	\$50.00
Total Estimated Reimbursable Expenses	\$50.00

SUBCONSULTANTS

Item	Amount
Visionary Milestones - Acquisition Services (\$1,600/parcel, 19 parcels)	\$30,400.00
Visionary Milestones - Filing Fees	\$850.00
Total Estimated Subconsultant Cost	\$31,250.00

Total Costs - Additional Services - Easement Acquisition Services
(Task Item 2.2) \$36,889.64

Appendix B-6 Fee Proposal

Appendix B-6
Services During Construction in Conjunction with the
Highway 16 Water and Sewer Relocations (Stone Bridge Rd to E Roberts Rd)
ARDOT Job No. 040785
Fayetteville, Arkansas

Personnel Hours

Labor Classification	Hours	Labor Rate	Extended
Sr. Project Manager	32.00	\$68.00	\$2,176.00
Project Manager	94.00	\$53.00	\$4,982.00
Project Engineer	246.00	\$36.00	\$8,856.00
CAD Technician	40.00	\$30.00	\$1,200.00
Const. Observer	1644.00	\$25.00	\$41,100.00
Reg. Land Surveyor	8.00	\$35.00	\$280.00
Survey Technician	16.00	\$25.00	\$400.00
Field Survey Crew	48.00	\$50.00	\$2,400.00
Direct Labor Subtotal			\$61,394.00
Title II Labor Multiplier			2.82
Subtotal Labor Costs			\$173,131.08

EXPENSES

Item	Amount
Mileage (\$0.52/mile)	\$1,000.00
Total Estimated Reimbursable Expenses	\$1,000.00

Total Costs - Services During Construction
(Task Items 2.3, 2.4, 2.5) **\$174,131.08**

Notes:

1. Title II Multiplier based upon MCE FY22 Indirect Cost Rate (151.55%) for ARDOT projects, plus fixed fee of 12%.



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
SUBJECT: **2024 T-Hangar Lease Agreement for Mayor's Signature**

RECOMMENDATION:

The Aviation Division requests a resolution to approve and allow the Mayor to sign all T-Hangar lease agreements for 2024 at Fayetteville Airport, Drake Field.

BACKGROUND:

Drake Field operates 94 T-Hangar units which are designed to store single and twin-engine personal aircraft. The units are similar and feature the same amenities: electricity, lighting, and an electric bi-fold door.

DISCUSSION:

A standardized lease agreement format is used when the unit is leased. A copy of this lease agreement is attached.

BUDGET/STAFF IMPACT:

None. Revenue from T-Hangar Leases is budgeted.

ATTACHMENTS: SRF (#3), 2024 T-Hangar-Lease-Agreement (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1746

2024 T-Hangar Lease Agreement for Mayor's Signature

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2024 AT THE CURRENT RENTAL RATE FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE AIRPORT

WHEREAS, the City constructed T-Hangars to serve pilots based at Drake Field airport and provide revenue to the City's Airport Services Division; and

WHEREAS, it is appropriate for the City Council to approve numerous standard lease agreements for the T-Hangars as a group through the end of 2024 at the current rental rates, at which time the rates will be reviewed and potentially increased.

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 all T-Hangar leases in the standard form and for the existing amount that come up for renewal or begin in 2024 and authorizes Mayor Jordan or his designee to execute the T-Hangar leases.

City of Fayetteville Staff Review Form

2024-1746

Item ID

3/5/2024

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

Jared Rabren

2/14/2024

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests a resolution to approve and allow the Mayor to sign all T-Hangar lease agreements for 2024 at the Fayetteville Airport, Drake Field.

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:

HANGAR RENTAL AGREEMENT
Fayetteville Executive Airport, Drake Field
Lease Application and Accounting Information Form

Company or Individual Name:

Name of Company Representative (if applicable):

Home Address:

Mailing Address (if different):

Current Status of Corporation:
(Provide Copy of Certificate of Good Standing or
other documentation)

Business and/or Services to Be Provided:

Phone/Work: Phone/Cell:

Phone/Home: Email:

Emergency Contact Name: Emerg Phone:

Social Security or Tax I.D No. Date of Birth:

Hangar Number: Aircraft Number: N

Effective Date: Aircraft Make/Model/Year:

Monthly Rental: \$ Aircraft Color Scheme: (Ex: White/Red)

Aircraft Type: Single Engine Aircraft

Person conducting the business and/or providing the service if different from above:

Name: Phone: E-mail:

Description of tools, equipment, services and inventory required to conduct proposed business and /or service: Please provide a description of the type of tools and equipment used, how services will be delivered to the customer, and types/amounts of materials to be stored including potentially hazardous materials

Hours of Operation: Total Number of Employees:

I, _____, agrees to provide the Airport with changes to current address, telephone, aircraft, and insurance information.

Would you like to be included in a T-Hangar Tenant Directory? No Please check the information you would like to include in the Directory:

☐ Name

☐ Email

☐ Address

☐ T-Hangar number

☐ Tail number

☐ Aircraft type

☐ Telephone # (home)

☐ Telephone # (work)

☐ Telephone # (cell)

LEASE AGREEMENT

The City of Fayetteville, Fayetteville Executive Airport, Drake Field hereby leases to _____, a hangar for the above described aircraft on the following terms and conditions. This lease is intended for the private storage of an aircraft. It is not intended to be used for aircraft maintenance, storage of hazardous materials or storage of non-aviation materials.

1. AIRPORT RULES AND ACCESS:

A. _____ shall abide by “The Minimum Standards for Fayetteville Executive Airport, Drake Field”, City of Fayetteville codes and ordinances, county, state, federal Statutes, Federal Aviation Regulations, and environmental laws.

B. Hazardous activities such as, but not limited to: smoking, welding, use of spark producing devices (i.e. grinders), painting, doping, open fuel lines or the application of hazardous substances are expressly prohibited.

C. _____ shall keep the aircraft storage space clean and free of grease, oil, paper and other debris. All flammables must be stored in a metal container with a tight fitting lid with sump capability at minimum or any other approved containment device. Combustible liquids such as lube oil may be stored in small quantities. (See Airport’s Minimum Standards). No additional label is necessary if company label already indicates flammable liquid or type liquid contained. Flammable storage (other than inside the aircraft fuel storage tank) is limited to a maximum of 10 gallons in each Hangar unit. The premises covered by this Agreement shall not be used for the storage of explosive substances or items.

D. Aircraft shall be removed from a hangar for any activity involving fueling or defueling.

E. The Airport and its designated agents may enter hangars at any time for inspection. Only locks provided by the Airport may be used on hangar doors.

F. Flying Clubs shall provide copies of the flying club bylaws, current insurance documents, and current membership roster to be submitted annually to the Airport Administration Office.

2. RENT:

A. A security deposit of \$100.00 is due and payable upon commencement of the lease. The City may use the entire security deposit, or any portion thereof, to cure a default in the terms of the lease, as compensation for damages to the hangar beyond normal wear and tear, for cleaning of the premises, or for replacement of locks or other equipment necessary to secure the premises. Any amount not used for these purposes shall be refunded within sixty (60) days after termination of the tenancy and delivery of possession to the City.

B. The hangar rent is invoiced in advance and shall be due on the first day of each month. _____ further agrees to pay upon demand any excise or other tax on the leasehold interest.

C. The non-payment of rent may be grounds for termination of this Agreement and may also be subject to a late fee for delinquent rental payment. Delinquent accounts will be sent to a collection agency in accordance with City of Fayetteville’s collection/termination policies after 90 days.

D. The rent stated above is subject to periodic adjustment. Notice of increase shall be sent out at least thirty days prior to the increase.

3.STRUCTURAL MODIFICATIONS:

A. No structural or electrical modifications, painting, or alterations will be made to the storage space without the prior written approval of the Airport Director.

B. _____ shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof.

4.ELECTRICAL APPLIANCES:

A. Limited electrical appliances are allowed in a hangar including portable fans, televisions, refrigerators, radios, dehumidifiers, engine heaters, powered tow bars, battery trickle chargers, and small air compressors. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. Any appliance not having an explosion-proof motor which generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor. No appliances, except refrigerators, dehumidifiers, battery trickle chargers and engine heaters, may remain connected to any electrical receptacle when the hangar is not occupied.

B. _____ shall not overload electrical circuits. Hangar electrical circuits are designed for 20 amps.

5.MOTOR VEHICLES:

A. Vehicles shall be driven on the airport only by a licensed driver in accordance with policy established in the Airport's Minimum Standards. _____ shall maintain currency of registration as well as limits of liability and property damage insurance, as mandated by the State of Arkansas, on its vehicle. _____ will exercise all controls and restraints necessary as to its employees, agents, and invitees so as to comply with this Agreement.

B. Vehicles must be located so as not to block aircraft access route between any hangars, as per the Airport's Minimum Standards. Vehicles will be parked in accordance with the airport parking plan, signage and pavement markings.

6.ENGINE OPERATION: No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

7.PROPERTY DAMAGE/PERSONAL INJURY: Aircraft and other personal property are stored at _____'s sole risk. Any insurance protecting _____'s personal property against fire, theft or damage must be provided by _____. _____ agrees to save the Airport Harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Fayetteville Executive Airport, Drake Field, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. Insurance requirement shall be in accordance with the Airport's Minimum Standards and a current Certificate of Insurance shall be on file at the Airport Administration Office. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

8.AIRCRAFT MAINTENANCE: Maintenance repair work that requires open flame, use of spark producing devices (i.e. grinders), welding, or the use of flammable liquids is not permitted in the storage hangar. Opening fuel cells and fuel lines is not permitted in a storage hangar.

9. NO COMMERCIAL ACTIVITY: No commercial or revenue-producing activities shall be conducted or permitted from any aircraft storage space without written approval of the Airport Director.

10. NO ASSIGNMENT: The aircraft storage space designated above is rented on a month-to-month basis for aircraft storage only. Such space may not be sublet, assigned or otherwise transferred without the prior written approval of the Airport Director. Only the aircraft identified in this Agreement may be stored in this hangar.

11. TERMINATION:

A. This Agreement shall be deemed a “month-to-month” tenancy and may be terminated by either party upon giving thirty (30) days notice to the other in writing, prior to the end of any such rental period.

B. This Agreement may be terminated by the Airport upon ten (10) days written notice for any violation of the terms or conditions of this Agreement.

12. NOTICE: Any Notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address for the City/Airport, or for the tenant, the last known address or copy thereof may be posted upon the entryway door of the above mentioned hangar.

CITY OF FAYETTEVILLE

Airport Administration Office
4500 S. School Ave., Suite F
Fayetteville, AR 72701
Phone: 479-718-7642

13. If _____ fails to make any payment due hereunder within ten (10) days of the date on which such payment is due, the City of Fayetteville may, at its option, terminate this agreement and take possession of such of _____ personal property as is reasonably necessary to secure payment of the amount due and unpaid.

14. Upon expiration or other termination of this lease, _____’s rights to use of the demised premises shall cease, and _____ shall vacate the premises without unreasonable delay.

All fixtures, improvements, equipment, and other property brought, installed, erected or placed by _____ on the demised premises shall be deemed to be personalty and shall remain the property of _____. _____ shall have the right at any time during the term of this agreement, to remove any or all of such property from the Airport, subject, however, to _____’s obligations to repair all damages, if any, resulting from such removal. Any and all property not removed by _____ prior to the expiration of this lease shall thereupon become the property of the City of Fayetteville and title thereto shall thereupon vest in the City of Fayetteville.

15. All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

_____: I have received a copy of “The Minimum Standards for the Fayetteville Municipal Airport Drake Field” _____. (initial)

Mandatory Acknowledgment “By signing this application, acknowledge that I am ultimately responsible for the payment of any and all sums of money arising as a result of this grant of temporary credit.”

_____	_____	_____
Signature of Responsible Party	Title	Date

APPROVED:

THE CITY OF FAYETTEVILLE:

_____	_____	_____	_____
Airport Director	Date	Lioneld Jordan, Mayor	Date

ATTEST:

Kara Paxton,
City Clerk and Treasurer

**Attachment "A" to Hangar Rental Agreement
For Execution by Partners in Aircraft**

I agree to be bound by the terms and conditions of the hangar Rental Agreement

Effective _____ (day/month/year) for Hangar # _____

Lessee Name: _____

Partner #1: _____

Address _____

Signature: _____

Partner #2: _____

Address _____

Signature: _____

Partner #3: _____

Address _____

Signature: _____

Partner #4 _____

Address _____

Signature: _____



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
SUBJECT: **Alpine Aviation of Fayetteville Corporate Hangar Lease**

RECOMMENDATION:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a corporate hangar lease between the City of Fayetteville and Alpine Aviation of Fayetteville.

BACKGROUND:

The lease agreement is for 4166 S School Ave, Fayetteville, AR 72701. It is currently occupied by Alpine Aviation of Fayette

DISCUSSION:

Alpine Aviation of Fayetteville would like to continue to lease the corporate hangar space to provide aircraft storage and maintenance.

BUDGET/STAFF IMPACT:

This lease will provide \$9,000 in revenue annually to the airport.

ATTACHMENTS: SRF (#3), Alpine Lease - Owner Signature (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1749

Alpine Aviation of Fayetteville Corporate Hangar Lease

A RESOLUTION TO APPROVE A THREE-YEAR LEASE AGREEMENT WITH ALPINE AVIATION OF FAYETTEVILLE, INC. FOR THE HANGAR AT 4166 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$750.00 PER MONTH

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a three-year lease agreement with Alpine Aviation of Fayetteville, Inc., a copy of which is attached to this Resolution and made a part hereof, for the hangar located at 4166 South School Avenue for rent in the amount of \$750.00 per month.

City of Fayetteville Staff Review Form

2024-1749

Item ID

3/5/204

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

Jared Rabren

2/14/2024

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a corporate lease agreement between the City of Fayetteville and Alpine Aviation of Fayetteville located at 4166 S School Ave. This is a three year lease agreement.

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:

LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2024, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and Alpine Aviation of Fayetteville, Inc, C/O Jim Benton, 1691 S Dead Horse Mountain Rd, Fayetteville, AR 72701, 479-236-5462, hereinafter called "Alpine Aviation of Fayetteville, Inc"

WHEREAS, City is the owner of an airport known as the Fayetteville Executive Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of an aircraft hangar at the Airport the City desires to be used to provide general aviation maintenance services which are identified by the City as a high priority; and

WHEREAS, Alpine Aviation of Fayetteville, Inc desires to lease said corporate aircraft hangar and provide general aviation maintenance services in addition to its current services.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to Alpine Aviation of Fayetteville, Inc, and Alpine Aviation of Fayetteville, Inc leases from City, the corporate aircraft hangar located at 4166 S. School Ave., Fayetteville, Arkansas.
2. Alpine Aviation of Fayetteville, Inc is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.
3. Alpine Aviation of Fayetteville, Inc shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Alpine Aviation of Fayetteville, Inc, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Alpine Aviation of Fayetteville, Inc.
4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for Three (3) years commencing on the _____ day of _____, 2024, and ending on the _____ day of _____, 2027.

This Lease Agreement may be terminated by either party with a thirty (30) day written notice.

5. Rent: Alpine Aviation of Fayetteville, Inc agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: Seven Hundred and Fifty Dollars (\$750.00) per month. Rent will increase by two percent per year at renewal.

The initial lease payment is due and payable upon execution of this Lease Agreement, and all subsequent monthly lease payments shall be payable in advance on, or before, the 1st day of each month. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all overdue payments, at the maximum rate allowed by law.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Alpine Aviation of Fayetteville, Inc. Alpine Aviation of Fayetteville, Inc shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Alpine Aviation of Fayetteville, Inc shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: Alpine Aviation of Fayetteville, Inc shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Alpine Aviation of Fayetteville, Inc without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Alpine Aviation of Fayetteville, Inc, or Alpine Aviation of Fayetteville, Inc agents or invites, upon notice from Alpine Aviation of Fayetteville, Inc, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. Alpine Aviation of Fayetteville, Inc shall not make any alterations to the controls of the hangar doors.

10. Alpine Aviation of Fayetteville, Inc agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such

Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Alpine Aviation of Fayetteville, Inc's aircraft at the Airport.

“The Minimum Standards for Fayetteville Executive Airport, Drake Field” herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Use of Leased Premises: Alpine Aviation of Fayetteville, Inc agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Alpine Aviation of Fayetteville, Inc agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Alpine Aviation of Fayetteville, Inc further agrees not to store any flammable material outside of an approved storage container on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substances: Alpine Aviation of Fayetteville, Inc shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Alpine Aviation of Fayetteville, Inc is responsible or legally liable, Alpine Aviation of Fayetteville, Inc shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Alpine Aviation of Fayetteville, Inc, Alpine Aviation of Fayetteville, Inc agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of the Alpine Aviation of Fayetteville, Inc, said premises shall be repaired with due diligence by City at City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the

rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

14. Alpine Aviation of Fayetteville, Inc shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Alpine Aviation of Fayetteville, Inc shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. Alpine Aviation of Fayetteville, Inc agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Alpine Aviation of Fayetteville, Inc's use or occupancy of the lease premises; provided, however, that Alpine Aviation of Fayetteville, Inc shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. Alpine Aviation of Fayetteville, Inc agrees that it will not discriminate against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

17. Assigning, Subletting and Encumbering. Alpine Aviation of Fayetteville, Inc shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any consent by the Airport to an

assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Alpine Aviation of Fayetteville, Inc's creditors or otherwise by operation of law shall not be effective to transfer or assign Alpine Aviation of Fayetteville, Inc's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither Alpine Aviation of Fayetteville, Inc's interest in this Agreement, not any estate created hereby in Alpine Aviation of Fayetteville, Inc nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Alpine Aviation of Fayetteville, Inc are transferred, or if any partnership interests of Alpine Aviation of Fayetteville, Inc are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Alpine Aviation of Fayetteville, Inc, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Alpine Aviation of Fayetteville, Inc shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease Alpine Aviation of Fayetteville, Inc's right to use the demised premises shall cease, and Alpine Aviation of Fayetteville, Inc shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Alpine Aviation of Fayetteville, Inc in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of Alpine Aviation of Fayetteville, Inc. Alpine Aviation of Fayetteville, Inc shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Alpine Aviation of Fayetteville, Inc's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Alpine Aviation of Fayetteville, Inc prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

19. City may enter the Leased Premises leased to Alpine Aviation of Fayetteville, Inc at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Alpine Aviation of Fayetteville, Inc obligations hereunder.

20. Alpine Aviation of Fayetteville, Inc shall maintain the Leased Premises in a clean and orderly fashion at all times. Alpine Aviation of Fayetteville, Inc shall be responsible for the upkeep and mowing of the leased property.

21. Alpine Aviation of Fayetteville, Inc shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. Alpine Aviation of Fayetteville, Inc agrees that habitation of the hangar building as a residence is prohibited.

23. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE Airport Administration 4500 S School Ave. Ste. F Fayetteville, AR 72701 479-718-7642	ALPINE AVIATION OF FAYETTEVILLE c/o Jim Benton 1691 S Dead Horse Mountain Rd. Fayetteville, AR 72701 479-236-5462
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24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

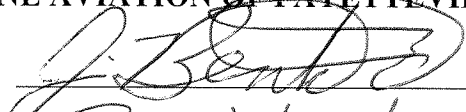
CITY OF FAYETTEVILLE, ARKANSAS:

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk Treasurer

ALPINE AVIATION OF FAYETTEVILLE, INC

By: 
Title: President



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council

THRU: Waylon Abernathy, Bond Projects & Construction Dir
Paul Becker, Chief Financial Officer

FROM: Quin Thompson, Facilities & Bldg Maint Manager

SUBJECT: **Approval of Bid 23-48 Contract for the replacement of Rocks Street Annex roof.**

RECOMMENDATION:

Staff recommends approval of a contract with First Star Exteriors, LLC in the amount of \$193,975.00 with an owner contingency of \$19,397.50 for roof replacement at the Rock Street Annex (former Fayetteville Police Department) and approval of a budget adjustment.

BACKGROUND:

Resolution #80-23 approved the RFQ#22-10 contract with WER Architects for the design and bid documents for the Rock Street Annex roof improvements.

DISCUSSION:

The Rock Street Annex is currently under renovation to accommodate multiple City divisions, including Human Resources, Community Resources, Parks, GIS, City Gym, and additional meeting and training spaces. The existing roof is at the end of its useful life and must be replaced. The scope of work includes removing existing roofing, evaluating condition and repairing substrate as necessary, and installing new insulation, membrane and skylights. The Purchasing Division publicly advertised and bid the project. Nine bids were received; First Star Exteriors, LLC submitted the low bid. The anticipated completion date is early summer of 2024.

BUDGET/STAFF IMPACT:

This project is funded through bond funding for City Facilities.

ATTACHMENTS: SRF (#3), BA (#4), Bid 23-48, Contract - Signed (#5), Bid 23-48, Appendix B - First Star's Submittal (#6), Bid 23-48, Appendix C - Bid Tab (#7), Bid 23-48, Appendix A - City Issued Bid (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1747

Approval of Bid 23-48 Contract for the replacement of Rocks Street Annex roof.

A RESOLUTION TO AWARD BID #23-48 AND AUTHORIZE A CONTRACT WITH FIRST STAR EXTERIORS, LLC IN THE AMOUNT OF \$193,975.00 FOR ROOF REPLACEMENT OF THE ROCK STREET ANNEX ROOF, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$19,397.50, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 CITY FACILITIES IMPROVEMENT 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 #23-48 and authorizes Mayor Jordan to sign a contract with First Star Exteriors, LLC in the amount of \$193,975.00 for replacement of the Rock Street Annex roof, and further approves a project contingency in the amount of \$19,397.50.

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

2024-1747

Item ID

3/5/2024

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

Quin Thompson

2/14/2024

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with First Star Exteriors, LLC in the amount of \$193,975.00 with an owner contingency of \$19,397.50 for roof replacement at the Rock Street Annex (former Fayetteville Police Department) and approval of a budget adjustment.

Budget Impact:

4707.860.7730-5804.00

City Facilities Bonds

Account Number

Fund

46070.7730

City Facilities Bonds - Old Police Bldg Reno

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 150,000.00

Expenses (Actual+Encum)

\$ 34,865.38

Available Budget

\$ 115,134.62

Does item have a direct cost? Yes

Item Cost

\$ 213,372.50

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 213,373.00

Remaining Budget

\$ 115,135.12

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	FACILITIES MANAGEMENT (140)	
	Requestor: Quin Thompson	

Staff recommends approval of a contract with First Star Exteriors, LLC in the amount of \$193,975.00 with an owner contingency of \$19,397.50 for roof replacement at the Rock Street Annex (former Fayetteville Police Department) and approval of a budget adjustment.

	COUNCIL DATE:	3/5/2024
	ITEM ID#:	2024-1747
	Holly Black	
	2/14/2024 11:31 AM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2024116



THIS AGREEMENT (Contract) is made this _____ day of _____, 2024, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and First Star Exteriors, LLC (CONTRACTOR or FIRST STAR).

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

Work performed by CONTRACTOR shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. CONTRACTOR 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. FIRST STAR's Tax identification number (TIN) ending in 4079
 - ii. FIRST STAR's Arkansas Contractor License No. 0387210524
 - iii. FIRST STAR's Secretary of State Filing No. 811136284
- 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 23-48, Construction – Rock Street Annex Roof Replacement with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
 - ii. **Appendix B:** FIRST STAR's bid submittal
 - iii. **Appendix C:** Bid Tabulation
 - iv. **Appendix D:** FIRST STAR's Certificate of Insurance
 - v. **Appendix E:** FIRST STAR'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 CONTRACTOR.
- 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) FIRST STAR'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. Contractor: First Star Exteriors, LLC, PO Box 1335, Farmington, AR 72730

4. 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. The "Contractor" is the person or entity identified in this contract and includes Contractor's Representative.
- f. "Cost of the Work" means the total costs and discounts charged to the City.
- 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 or engineer retained by the City and its subconsultants, to perform design or engineering services for the Project.
- j. "Final Completion" occurs on the date when Contractor'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, constitutional, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Contractor 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 Contractor's employees in Contractor'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 Contractor.
- s. The "Project," is the building, facility, or other improvements for which Contractor 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 Contractor that specifies the dates on which Contractor 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 Contractor 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 Contractor 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 Contractor'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.

5. General Provisions:

- a. 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.
- b. 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.
- c. MATERIALS FURNISHED BY CITY OR OTHERS: If the Work includes installation of materials or equipment furnished by CITY or Others, it shall be the responsibility of the CONTRACTOR 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 CONTRACTOR shall be the responsibility of CONTRACTOR 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 CONTRACTOR of defects, CITY and Design Professional shall promptly inform the CITY what action, if any, CONTRACTOR shall take with regard to the defects.

- d. WORKSITE VISIT: CONTRACTOR acknowledges that they have visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- e. CONTRACTOR 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.
- f. 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.
- g. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with all laws at their own cost. CONTRACTOR shall be liable to CITY for all loss, cost, or expense attributable to any acts or omissions by CONTRACTOR, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.
- h. 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 CONTRACTOR, 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 CONTRACTOR incurs costs or is delayed due to such loss or damage, CONTRACTOR 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.
- i. Taxes and Permits: CONTRACTOR 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. CONTRACTOR shall provide to CITY copies of all notices, permits, licenses, and renewals required under this Agreement.
 - i. CONTRACTOR shall pay applicable taxes and permit fees associated with the entire project.
- j. 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.
- k. 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. CONTRACTOR shall not unreasonably withhold consent to partial occupancy or use.
- l. 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.
- m. 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.
- n. Where figures are given, they shall be preferred to scaled dimensions.

- o. The drawings and specifications are complementary. If Work is shown only on one but not on the other, CONTRACTOR shall perform the Work as though fully described on both. CONTRACTOR shall seek clarification from the CITY or the CITY's third-party Design Professional for any discrepancies.
- p. 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, CONTRACTOR 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.
- q. DEBARMENT AND SUSPENSION: By execution of this agreement, CONTRACTOR certifies that to the best of its knowledge and belief that the CONTRACTOR and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. 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;
 - iii. 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
 - iv. 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.
 - v. CONTRACTOR 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.
 - vi. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

6. Contract Document Review and Administration

- a. Before commencing the Work, CONTRACTOR 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 CONTRACTOR, and any visible conditions at the Worksite affecting the Work.
- b. Should CONTRACTOR discover any errors, omissions, or inconsistencies in the Contract Documents, CONTRACTOR shall promptly report them to the CITY and Design Professional. Following receipt of written notice from CONTRACTOR of defects, CITY shall promptly inform CONTRACTOR what action, if any, CONTRACTOR shall take with regard to the defect.
- c. Nothing in this section shall relieve CONTRACTOR of responsibility for its own errors, inconsistencies, or omissions.

7. Warranty

- a. CONTRACTOR 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, CONTRACTOR shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. CONTRACTOR further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. CONTRACTOR'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. CONTRACTOR'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. CONTRACTOR shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. CONTRACTOR's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period CONTRACTOR 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 CONTRACTOR in writing. Unless CITY provides written acceptance of the condition, CONTRACTOR 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 CONTRACTOR or give CONTRACTOR an opportunity to test or correct Defective Work as reasonably requested by CONTRACTOR, CITY waives CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. If payments then or thereafter due CONTRACTOR are not sufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.
 - iii. CONTRACTOR'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 CONTRACTOR and allow CONTRACTOR an opportunity to correct the Work if CONTRACTOR elects to do so. If CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, CITY shall promptly provide CONTRACTOR with an accounting of the actual correction costs.

- iv. If CONTRACTOR's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, CONTRACTOR 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 CONTRACTOR's other obligations under the Contract Documents.
- vi. Before final payment, at CITY option and with CONTRACTOR'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: CONTRACTOR holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the law. CONTRACTOR 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. CONTRACTOR'S SAFETY REPRESENTATIVE: CONTRACTOR shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by CONTRACTOR in writing to CITY, CONTRACTOR's project superintendent shall serve as its safety representative. CONTRACTOR shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When CONTRACTOR is required to file an accident report with a public authority, CONTRACTOR shall furnish a copy of the report to CITY.
- c. CONTRACTOR shall provide CITY with copies of all notices required of CONTRACTOR by the law. CONTRACTOR'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 CONTRACTOR, or anyone for whose acts CONTRACTOR may be liable, shall be promptly remedied by CONTRACTOR.
- d. If CITY deems any part of the Work or Worksite unsafe, CITY, without assuming responsibility for CONTRACTOR's safety program, may require CONTRACTOR to stop performance of the Work, take corrective measures satisfactory to CITY. If CONTRACTOR does not adopt corrective measures, CITY may perform them and deduct their cost from the final payment to CONTRACTOR. CONTRACTOR agrees to make no claim for damages, or an increase in the final payment to CONTRACTOR, or for a change in the Dates of Substantial or Final Completion based on CONTRACTOR's compliance with CITY's reasonable request.

9. Subcontracts:

- a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: CONTRACTOR 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. CONTRACTOR agrees not to subcontract CONTRACTOR at risk related services without prior written consent from the CITY.

10. Fees, Expenses, and Payments:

- a. FIRST STAR, 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 23-48 as stated in FIRST STAR's bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 23-48, 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 \$193,975.00 US Dollars with a \$19,397.50 *owner* contingency for a total allowable Contract of \$213,372.50.
- c. The City of Fayetteville shall pay CONTRACTOR 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 from suppliers, subcontractors, or other sources. The CITY 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 CONTRACTOR in performing of the Work.
 - ii. Salaries of CONTRACTOR'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 CONTRACTOR's standard personnel policy, insofar as such costs are paid to employees of CONTRACTOR who are included in the Cost of the Work.
 - iv. Transportation, travel, hotel, and moving expenses of CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR.
 - viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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, **FIRST STAR** 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 **FIRST STAR** 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 **FIRST STAR** or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, CONTRACTOR shall provide 100% **separate** performance and payment bonds 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 and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the CITY.

- 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, CONTRACTOR shall not knowingly commence the Work before the effective date of CONTRACTOR'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, CONTRACTOR shall submit to CITY and, if directed, Design Professional, a Schedule of the Work showing the dates on which CONTRACTOR 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, CONTRACTOR shall comply with the approved Schedule of the Work or CONTRACTOR.
 - 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 CONTRACTOR 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 CONTRACTOR consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, CONTRACTOR may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If CONTRACTOR requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, CONTRACTOR shall give CITY written notice of the claim. If CONTRACTOR causes delay in the completion of the Work, CITY shall be entitled to recover its additional costs.

13. Substantial Completion:

- a. The Work shall be Substantially Completed within 60 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.
- b. CONTRACTOR 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. CONTRACTOR shall promptly and accurately complete all items on the list.
- c. When Substantial Completion of the Work or a designated portion is achieved, CONTRACTOR 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 CONTRACTOR to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- d. 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.

- e. Upon CITY's written acceptance of the Certificate of Substantial Completion, CITY shall pay to CONTRACTOR 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 CONTRACTOR in a mutually agreed upon timeframe.

14. Final Completion:

- a. The Work shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within 90 calendar days after the date when the Contract Times commence to run.
- b. Upon notification from CONTRACTOR 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.
- c. When the Work is complete, CONTRACTOR shall prepare for CITY's written acceptance a final application for payment stating that to the best of CONTRACTOR's knowledge, and based on CITY's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- d. Final payment shall be made to CONTRACTOR within thirty (30) Days after CONTRACTOR 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.
- e. Final payment shall be due on CONTRACTOR'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 CONTRACTOR or its Subcontractors at the Worksite.
- f. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of CONTRACTOR; 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, CONTRACTOR 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.
- g. ACCEPTANCE OF FINAL PAYMENT: Unless CONTRACTOR provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- h. CONTRACTOR 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. CONTRACTOR 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. **Liquidated Damages:** CONTRACTOR accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of \$100.00 for each consecutive calendar day thereafter will be assessed.

16. **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.

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

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

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, CONTRACTOR 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. CONTRACTOR shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, CITY may purchase such coverage and charge the expense to CONTRACTOR or terminate this Agreement.
- d. To the extent commercially available to CONTRACTOR 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, CONTRACTOR 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,

CONTRACTOR shall give CITY prompt written notice upon actual or constructive knowledge of such condition.

- e. Certificates of Insurance shall list the CITY OF FAYETTEVILLE as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the CITY OF FAYETTEVILLE listed as an additional insured.
- 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, CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR, 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.
- 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 CONTRACTOR to purchase and maintain additional liability coverage. CONTRACTOR shall provide:
 - i. Additional Insured. CITY shall be named as an additional insured on CONTRACTOR'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 CONTRACTOR, or those acting on CONTRACTOR's behalf, in the performance of CONTRACTOR's work for Owner at the Worksite. The insurance of the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR. Before commencing the Work, CONTRACTOR 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: CONTRACTOR 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 CONTRACTOR and incorporated in the Work. CONTRACTOR 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 CONTRACTOR is required to procure design services, CONTRACTOR 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 CONTRACTOR's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. CONTRACTOR'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 CONTRACTOR's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

21. Professional Responsibility: CONTRACTOR 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 CONTRACTOR any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so CONTRACTOR 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 CONTRACTOR.

22. Responsibility of the City of Fayetteville: CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of CONTRACTOR:

- a. Provide full information as to the requirements for the Project.
- b. Assist CONTRACTOR by placing at CONTRACTOR's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- c. Assist CONTRACTOR in obtaining access to property reasonably necessary for CONTRACTOR to perform its services.
- d. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CONTRACTOR and render in writing decisions pertaining thereto.
- e. Review all documents and provide written comments to CONTRACTOR in a timely manner.
- f. 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 CONTRACTOR relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on CONTRACTOR's experience, qualifications, and judgment as a CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CONTRACTOR's default.
- d. If termination for default is affected by CONTRACTOR, 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 CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs above, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to fulfill contractual obligations, it is determined that CONTRACTOR 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 CONTRACTOR are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond CONTRACTOR's reasonable control, CONTRACTOR shall be entitled to additional compensation and time for reasonable documented costs incurred by CONTRACTOR in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by CONTRACTOR, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits: CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR for services rendered by CONTRACTOR. All parties agree if funding should become insufficient to complete the project, CONTRACTOR shall be notified in a timely manner.

30. **Publications:** Recognizing the importance of professional services on the part of CONTRACTOR's employees and the importance of CONTRACTOR's public relations, CONTRACTOR may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR's activities pertaining to any such publication shall be for CONTRACTOR's account.

31. **Indemnification:** The CITY requires that FIRST STAR shall indemnify and hold harmless CITY OF FAYETTEVILLE against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of 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 FIRST STAR, 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.

32. **Freedom of Information Act:** CITY 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.

33. 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. CONTRACTOR 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 CONTRACTOR as part of the Services shall become the property of CITY OF FAYETTEVILLE when CONTRACTOR has been compensated for all Services rendered, provided, however, that CONTRACTOR shall have the unrestricted right to their use. CONTRACTOR 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 CONTRACTOR.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CONTRACTOR 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.

34. Additional Responsibilities of CONTRACTOR:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve CONTRACTOR 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. CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CONTRACTOR's negligent performance, except beyond the CONTRACTOR'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. CONTRACTOR's obligations under this clause are in addition to CONTRACTOR'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 CONTRACTOR for faulty materials, equipment, or work.

35. Audit and Access to Records:

- a. CONTRACTOR 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. CONTRACTOR shall also maintain the financial information and data used by CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR;
 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.

36. Covenant Against Contingent Fees:

- a. CONTRACTOR 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 CONTRACTOR 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.

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

CITY OF FAYETTEVILLE, ARKANSAS

FIRST STAR EXTERIORS, LLC

By: _____
Lioneld Jordan, Mayor

By:  _____
PAYTON SIMS - PRESIDENT

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 2/15/2024



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 23-48 Addendum 3

First Star Exteriors LLC

Supplier Response

Event Information

Number: Bid 23-48 Addendum 3
Title: Construction - Rock Street Annex Roof Replacement
Type: Invitation to Bid
Issue Date: 12/17/2023
Deadline: 1/17/2024 02:00 PM (CT)
Notes: The City of The City of Fayetteville is accepting sealed bids from properly licensed firms for the replacement of the roof and skylight installations at the City of Fayetteville Rock Street Annex 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

First Star Exteriors LLC Information

Contact: Spencer Haslett
Address: 256 S Maestri Rd
Springdale, AR 72762
Phone: (479) 267-4800
Email: shaslett@firststarnwa.com
Web Address: firststarexteriors.com

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

Guy Thurman

Signature

Submitted at 1/17/2024 01:31:45 PM (CT)

gthurman@firststarext.com

Email

Requested Attachments

Bid 23-48, Required Signature Forms

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 23-48 Rock street roof replacement.pdf

Bid 23-48, Bid Bond

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 2024 01 17 EXEC -
Fayetteville, AR - BID 23-48 Rock
St Annex.pdf

Bid Attributes

1	Please put cost per square foot for removal and replacement of deteriorated lightweight concrete deck with new poly-iso insulation board. Please refer to Addendum 2 for Specification. \$4.50
2	Arkansas Secretary of State Filing Number: 811136284
3	Arkansas Contractor License Number: 0387210524
4	Check Yes or No: Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☒ Yes, I agree ☐ No, I don't agree

5 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

6 Addendum Acknowledgement:

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

☒ I agree

Bid Lines**1 Bonds and Insurance**

Quantity: 1 UOM: Lump Sum

Price: \$7,140.00

Total: \$7,140.00

2 Mobilization

Shall not exceed 5% of Bid Total, not including bonds and insurance.

Quantity: 1 UOM: Lump Sum

Price: \$500.00

Total: \$500.00

3 Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM

Quantity: 1 UOM: Lump Sum

Price: \$186,335.00

Total: \$186,335.00

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

Deductive Alternate pricing shall include the removal of the new skylights from the scope of work including demolition and restructuring for new skylight opening and roof curbs for mounting of skylights.
(Line excluded from response total)

Quantity: 1 UOM: LS

Price: \$22,500.00

Total: \$22,500.00

Response Total: \$193,975.00

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

First Star Exteriors, LLC
P O Box 1335
Farmington, AR 72730

SURETY: Western Surety Company

(Name, legal status and principal place
of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

OWNER:

(Name, legal status and address)

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

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid 23-48, Construction - Rock Street Annex Roof Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of January, 2024.

(Witness)

(Witness) Chibuzo Ibeabuchi

First Star Exteriors, LLC

(Principal)

(Seal)

By:

(Title)

Western Surety Company

(Surety)

By:

(Title) Jynell Marie Whitehead, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Synell Marie Whitehead, Individually

of Greenville, SC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: First Star Exteriors, LLC
Obligee: The City of Fayetteville, Arkansas

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of January, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

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

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

- AR Secretary of State Filing #: 811136584 OR submit electronically.
- Arkansas Contractor License #: 0387210524 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 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

SECTION 02

BID FORM

Contract Name: Rock Street Annex Roof Replacement

Bid Number: 23-48, Construction – Rock Street Annex Roof Replacement

BID TO:

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

BID FROM:

Bidder: First Star Exteriors, LLC

PO Box 1335

Farmington, AR 72730

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>12-22-23</u>
<u>2</u>	<u>1-9-24</u>
<u>3</u>	<u>1-11-24</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group,

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.
- J. The bid security attached in the sum of \$ 5%
is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 140 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 140 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.
- 5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of 100 for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on 17th of January, 2024.

Arkansas State Contractor License No. 0387210524

If Bidder is:

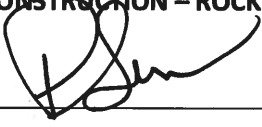
An Individual

Name (type or printed): First Star Exteriors, LLC

SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

By:  (SEAL)
(Individual's Signature)

Doing business as: First Star Exteriors, LLC

Business address: PO Box 1335 Farmington, AR 72730

Phone No.: 479-267-4800 FAX No.: _____

Tax ID No.: 82-1874079 UEI No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

By: _____
(Signature – attach evidence of authority to sign)

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: PO Box 1335 Farmington, AR 72730

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

END OF SECTION 02

SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

SECTION 03 – LIST OF SUBCONTRACTORS

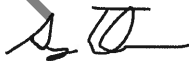
In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX 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>
Clearing/Demolition		
Mechanical		
Plumbing		
Electrical		
Roofing/Sheet Metal	First Star Exteriors, LLC	100
Other (designate)		

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



Bidder's Signature

SECTION 03 – LIST OF SUBCONTRACTORS

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

Section 04

CONTRACTOR REFERENCES

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

COMPANY NAME: First Star Exteriors, LLC

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

TOTAL NUMBER OF CURRENT EMPLOYEES: 15 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 6 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. CR Crawford Construction

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Abbie Rose

CONTACT PERSON

479-251-1161

TELEPHONE

9-1-23

DATE COMPLETED

arose@crcrawford.com

E-MAIL ADDRESS

3. Metro Construction

COMPANY NAME

Kansas City, MO

CITY, STATE, ZIP

Keith Belt

CONTACT PERSON

816-564-8160

TELEPHONE

8-1-23

DATE COMPLETED

keith@metro.construction

E-MAIL ADDRESS

2. Milestone Construction

COMPANY NAME

Springdale, AR 72762

CITY, STATE, ZIP

Bryan Hebert

CONTACT PERSON

479-751-3560

TELEPHONE

11-1-23

DATE COMPLETED

bhebert@mstonecc.com

E-MAIL ADDRESS

4. Northeastern State University

COMPANY NAME

Tahlequah, OK 74464

CITY, STATE, ZIP

Curtis Medlin

CONTACT PERSON

918-931-8936

TELEPHONE

10-1-23

DATE COMPLETED

medlincw@nsuok.edu

E-MAIL ADDRESS

SECTION 04 - CONTRACTOR REFERENCES

Beilfuss, Amanda

From: Guy Thurman <gthurman@firststarext.com>
Sent: Thursday, January 18, 2024 10:52 AM
To: Beilfuss, Amanda
Cc: McGaugh, Les
Subject: RE: Regarding Bid 23-48

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

Good morning Amanda,

First Star will have no problems meeting the timelines with one possible exception, the specified Kalwall skylights have listed lead times up to 16 weeks. First Star will have the roof & sheet metal completed within the time parameters allotted (skylight curbs installed, flashed & capped awaiting delivery). Actual lead times may be shorter than quoted but cannot be verified until order is confirmed with an estimated ship date.

Roofing & sheet metal completion: 3-4 weeks
Skylight installation: 2-3 days (once received)

Any contractor awarded will have the same lead time issues with Kalwall.

Thank you for your consideration of our proposal.

Guy Thurman
479-530-7100



From: Beilfuss, Amanda <abeilfuss@fayetteville-ar.gov>
Sent: Thursday, January 18, 2024 9:35 AM
To: Guy Thurman <gthurman@firststarext.com>
Cc: McGaugh, Les <lmcgaugh@fayetteville-ar.gov>
Subject: Regarding Bid 23-48
Importance: High

Good morning,

We are currently in the review process of the submittals for Bid 23-48, Construction – Rock Street Annex Roof Replacement. In First Star Exteriors' submittal, under Article 4 – Contract Times, different contract times were put in than what was listed in the Project Manual (First Star put 140 days for both substantial and total completion). Will First Star Exteriors LLC be able to comply by the stated contract times in the Project Manual of **60** substantial calendar days and **90** total completion calendar days? If so, we will need that stated in writing (a thorough reply to this email will be

acceptable). However, if your firm is unable to honor these terms, we will need in writing that First Star Exteriors requests to withdraw their bid.

Thank you,

Amanda Beilfuss
Sr. Purchasing Agent
Purchasing Division
113 W. Mountain St.
City of Fayetteville, Arkansas 72701

abeilfuss@fayetteville-ar.gov

T 479.575.8220 | F 479.575.8257

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



The City of Fayetteville's NEW 2022 Procurement Portal is Now Available!
Receive the latest updates or register by [clicking here](#).

Bid 23-48, Construction - Rock Street
Annex Roof Replacement
First Star's Submittal



BID TABULATION
Bid 23-48, Construction - Rock Street Annex Roof Replacement
DEADLINE: Wednesday, January 17, 2024 at 2:00 PM
Certification of Funds: \$400,000.00 (\$500,000.00 total allowed)

** REJECTED (Mobilization exceeds 5%)																						
			First Star Exteriors LLC		Guarantee Roofing, Inc.		Industrial Roofing & Construction		Shields & Associates, Inc.		SSI of Northwest Arkansas		Joplin Roofing, Inc		Trumble Construction		Terra Firma Restorations		Stearman Roofing & Sheet Metal			
			Total	\$193,975.00	\$196,230.00	\$230,538.00	\$279,181.00	\$295,896.96	\$303,950.00	\$338,518.00	\$410,993.00	\$427,136.20										
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
1	Bonds and Insurance	1	LS	\$7,140.00	\$7,140.00	\$1,500.00	\$1,500.00	\$3,788.00	\$3,788.00	\$6,020.00	\$6,020.00	\$19,960.96	\$19,960.96	\$6,000.00	\$6,000.00	\$2,758.00	\$2,758.00	\$10,000.00	\$10,000.00	\$19,816.01	\$19,816.01	
2	Mobilization shall not exceed 5% of Bid Total, not including bonds and insurance.	1	LS	\$500.00	\$500.00	\$12,000.00	\$12,000.00	\$5,760.00	\$5,760.00	\$13,000.00	\$13,000.00	\$13,796.76	\$13,796.76	\$4,000.00	\$4,000.00	\$12,390.00	\$12,390.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00	
3	Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM	1	LS	\$106,335.00	\$106,335.00	\$182,730.00	\$182,730.00	\$220,990.00	\$220,990.00	\$260,161.00	\$260,161.00	\$262,139.24	\$262,139.24	\$293,950.00	\$293,950.00	\$323,470.00	\$323,470.00	\$396,993.00	\$396,993.00	\$396,120.19	\$396,120.19	
Attributes																						
A1	Removal and replacement of deteriorated lightweight concrete deck with new poly-iso insulation board.	1	SF		\$4.50		\$6.00		\$10.00		\$20.00		\$15.00		\$4.00		\$6.00		\$5.00		\$7.50	
Derivative Alternate #1 (Not Needed)					\$22,500.00		\$18,000.00		\$39,302.00		\$15,810.00		\$14,205.00		\$67,500.00		\$65,094.00		\$27,500.00		\$75,306.00	

Amanda Belluss, Sr. Purchasing Agent

01/18/24
Date

Les McGaugh, Purchasing Director

1/18/24
Date



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 23-48, Construction – Rock Street Annex Roof Replacement

DEADLINE: WEDNESDAY, January 17, 2023 before 2:00 PM, Local Time

PRE-BID MEETING: Wednesday, January 3, 2024 at 2:00 PM at the Rock Street Annex,
100 Rock St., Fayetteville, AR 72701

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

DATE OF ISSUE & ADVERTISEMENT: 12/17/2023 & 12/24/2023

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 – 8 Total Pages

FILE #01: PROJECT MANUAL – 109 Total Pages

FILE #02: PLANS – 8 Plan Sheets

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

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

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

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Bid 23-48, Construction - Rock Street
Annex Roof Replacement
City Issued Bid
Appendix A



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.

☐

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☐

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.

☐

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☐

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☐

Additional Information Required:

- AR Secretary of State Filing #: _____ OR submit electronically.
- Arkansas Contractor License #: _____ OR submit electronically.
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 - 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 23-48, Construction - Rock Street
Annex Roof Replacement
City Issued Bid

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-48, Construction – Rock Street Annex Roof Replacement

The City of The City of Fayetteville is accepting sealed bids from properly licensed firms for the replacement of the roof and skylight installations at the City of Fayetteville Rock Street Annex 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 **Wednesday, January 3, 2024 at 2:00 PM**, on-site at the Rock Street Annex, 100 Rock St., Fayetteville, AR 72701. 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 **Wednesday, January 17, 2024 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: 12.17.23 & 12.24.23
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
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BID 23-48, CONSTRUCTION – ROCK STREET ANNEX 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.
- 1.6 Substitution – Item(s) of material or equipment that does not meet the type, function, operation, service life, existing compatibility, and/or minimum performance standards as outlined in the specifications.
- 1.7 Equivalent (or Equal) – Item(s) of material or equipment that meets the type, function, operation, service life, existing compatibility, and minimum performance standards as outlined in the specifications. Item(s) meeting these criteria shall be considered equal at time of bid.
 - a. Named manufacturers within the specifications shall be used as a basis of design in regard to establishing a minimum performance standard.

PART TWO - COPIES OF BIDDING DOCUMENTS

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

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications shall constitute all the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications, and estimates, or be binding on City of Fayetteville.
- a. Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.
- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify the Purchasing Division of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Project Manager by City of Fayetteville's of such underground facilities or others, and City of Fayetteville and Project Manager do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

- 3.8 Mobilization shall not exceed 5% of bid total, not including bonds and insurance.
- 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.

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PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

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

PART SEVEN - UNIT PRICES

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

PART EIGHT - BID FORM

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

SECTION 01 – INSTRUCTIONS TO BIDDERS

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PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2 All names must be typed or printed 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
- a. After contract award, the Contractor will provide the City with separate 100% performance and payment bonds, as required in the contract.

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

- b. Upon the City receiving and accepting the 100% Performance and Payment Bonds, the City will issue a Purchase Order along with a Notice of Award (NOA).
 - c. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time.
 - d. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.
 - e. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.
 - f. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.
- 11.3 If Required -- Contractor shall include provisions in the bonds which will guarantee the faithful performance of the prevailing hourly wage clause as required by the Arkansas Prevailing Wage Law, Arkansas Code Annotated § 22-9-308(d).
- 11.4 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.5 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.6 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.7 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached. The performance and payment bond shall be furnished to the City of Fayetteville accompanied by a receipt stamped by the Washington County Circuit Clerk's Office. Before any work is performed under this contract, the bond shall be filed with the clerk of the circuit court of Washington County, Arkansas and accepted by the City of Fayetteville Project Manager.
- 11.8 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

PART TWELVE – INSURANCE REQUIREMENTS

- 12.1 The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. **SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED.** Insurance shall remain valid, when applicable, throughout project completion.
- 12.2 This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice 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 and are used as a basis of design in regard to establishing a minimum performance

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

standard. Brands or manufacturers that are included in a bid that are of at least equal quality, size, and specification as to what has been specified, will be acceptable for consideration. All requests for approved substitutions shall be submitted by e-mail. Such request to obtain a pre-approved equal or substitution 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 issued 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%.

- a. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order until bids can be compared within the amount certified, plus 25%. In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected.
- b. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five percent (25%) of the certification of funds.

17.3 DEDUCTIVE ALTERNATES:

There are no deductive alternates included 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

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work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

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

PART NINETEEN - OPENING OF BIDS

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

PART TWENTY - EVALUATION OF BIDS

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

PART TWENTY-ONE - RIGHT TO REJECT BIDS

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

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PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1 The City of Fayetteville shall make progress payments within two (2) weeks after Architect/Engineer's Certification of Payment. All such payments will be measured by the schedule of values established as provided in the General Requirements.
- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or The City of Fayetteville may withhold, in accordance with the General Requirements.
 - b. Retainage will be with-held from each pay request in the amount of 5%. After Substantial Completion has been issued by the Architect, Payments can be made for 100% less the value of remaining punch list items as identified by the Architect on the Certificate of Substantial Completion.
 - c. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the General Requirements.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within five (5) days thereafter, the Contractor shall execute the contract and return to the City to submit to City Council for approval. Within 21 days, the City of Fayetteville shall return the fully executed contract to Contractor. Contractor will have five (5) days to provide the Performance and Payment Bonds for the project.

PART TWENTY-FIVE - MATERIALS GUARANTY

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

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

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:

- a. Americans with Disabilities Act
- b. 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.
- c. 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.)
- d. 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

SECTION 02

BID FORM

Contract Name: Rock Street Annex Roof Replacement

Bid Number: 23-48, Construction – Rock Street Annex Roof Replacement

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder:

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group,

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.
- J. The bid security attached in the sum of \$ _____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 60 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 90 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.
- 5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of \$100.00 for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 - TERMINOLOGY

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

SUBMITTED on _____, 20_____.

Arkansas State Contractor License No. _____

If Bidder is:

An Individual

Name (type or printed): _____

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

By: _____

(Signature – attach evidence of authority to sign)

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

Appendix A
Bid 23-48, Construction - Rock Street
Annex Roof Replacement
City Issued Bid

END OF SECTION 02

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

SECTION 03 – LIST OF SUBCONTRACTORS

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

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX 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>
Clearing/Demolition		
Mechanical		
Plumbing		
Electrical		
Roofing/Sheet Metal		
Other (designate)		

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

Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX ROOF REPLACEMENT

Section 04

CONTRACTOR REFERENCES

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

COMPANY NAME: _____

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

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

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

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

1. _____

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

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 - CONTRACTOR REFERENCES

SECTION 05

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

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

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

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

WHEREAS, Principal has submitted a Bid for:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX 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.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-48, CONSTRUCTION – ROCK STREET ANNEX 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)

Bid 23-48, Construction - Rock Street
Annex Roof Replacement
City Issued Bid

END OF SECTION 04

SECTION 05 - BID BOND

SECTION 06

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

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

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as 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 23-48, CONSTRUCTION – ROCK STREET ANNEX 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 23-48, CONSTRUCTION – ROCK STREET ANNEX 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 07

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

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

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

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

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **BID 23-48, CONSTRUCTION – ROCK STREET ANNEX 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 23-48, CONSTRUCTION – ROCK STREET ANNEX 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 23-48, CONSTRUCTION – ROCK STREET ANNEX 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 _____

Appendix A
Bid 23-48, Construction - Rock Street
Annex Roof Replacement
City Issued Bid

PROJECT MANUAL
FOR
CITY OF FAYETTEVILLE
ROCK STREET
ANNEX
ROOF REPLACEMENT

CITY OF FAYETTEVILLE, ARKANSAS

11-29-2023

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

[Handwritten signature]

DATE

11/29/2023

REG. NO C-44

END OF SECTION

Appendix A - Rock Street
Bid 23-48, Construction - Rock Street
Annex 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 2500 - Substitution Procedures
- 01 3000 - Administrative Requirements
- 01 3216 - Construction Progress Schedule
- 01 4000 - Quality Requirements
- 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 NOT USED

DIVISION 05 -- METALS NOT USED

- 05 5000 - Metal Fabrications

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- 06 1000 - Rough Carpentry

FAYONC22.00
City of Fayetteville
Rock Street Annex
Roof Replacement

Table of Contents

00 0110 - 1

11/29/2023

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- 07 0150.19 - Preparation for Re-Roofing
- 07 5400 - Thermoplastic Membrane Roofing
- 07 6200 - Sheet Metal Flashing and Trim
- 07 7100 - Roof Specialties
- 07 7200 - Roof Accessories
- 07 9200 - Joint Sealants

DIVISION 08 -- OPENINGS

- 08 4523 - Fiberglass-Sandwich-Panel Assemblies

DIVISION 09 -- FINISHES NOT USED

DIVISION 10 -- SPECIALTIES NOT USED

DIVISION 11 -- EQUIPMENT NOT USED

DIVISION 12 -- 33 NOT USED

END OF SECTION

Appendix A
Bid 23-48, Construction - Rock Street
Annex 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

Bid 23-48, Construction - Rock Street
Annex Roof Replacement
City Issued Bid

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL V.22

1.01 PROJECT

- A. Project Name: City of Fayetteville Rock Street Annex 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 installation of new skylights at the existing City of Fayetteville Rock Street Annex 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. Owner intends to occupy a certain portion of the Project prior to the completion date for the conduct of normal operations.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- E. 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 shall be instructed to maintain clear access to all entrances and exits at all times. **A**ccess to all entrances and exits shall be maintained at all times.
- 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

- 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

**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

FAYONC22.00
City of Fayetteville
Rock Street Annex
Roof Replacement

Administrative Requirements

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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

FAYONC22.00
City of Fayetteville
Rock Street Annex
Roof Replacement

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 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control of installation.
- B. Tolerances.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

1.02 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. As indicated in individual specification sections, Contractor shall employ and pay for services of an independent testing agency to perform specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.

4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

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

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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

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

PART 3 EXECUTION

3.01 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.

3.02 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.

3.03 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. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. 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.

3.04 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 05 5000
METAL FABRICATIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.

1.02 REFERENCE STANDARDS

- A. 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.
- B. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- C. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172 2019.
- D. SSPC-SP 2 - Hand Tool Cleaning 2018.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.
- D. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

1.04 QUALITY ASSURANCE

- A. Design _____ under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Arkansas.
- B. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, plain.
- C. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- D. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

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Metal Fabrications

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- A. Ledge Angles, Shelf Angles, Channels, and Plates Not Attached to Structural Framing: For support of metal decking; prime paint finish.

2.04 FINISHES - STEEL

- A. Prime paint steel items.
 - 1. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.

2.05 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Field weld components as indicated on drawings.
- C. Perform field welding in accordance with AWS D1.1/D1.1M.
- D. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

**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 2023a.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023c.
- 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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Rock Street Annex

Roof Replacement

Rough Carpentry

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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 AWWA 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 AWWA 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 FRTW 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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Rock Street Annex
Roof Replacement

Rough Carpentry

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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

Bid 23-48, Construction - Rock Street
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**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.
- C. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 07 5400 - Thermoplastic Membrane Roofing.
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 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.
- C. Schedule work to coincide with commencement of installation of new roofing system.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit for each type of material.
- C. Shop Drawings: Indicate size, configuration, and installation details.
- D. Materials Removal Company Qualification Statement.
- E. Installer's Qualification Statement.

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: Modified bituminous 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. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.
- F. Owner will occupy building areas directly below re-roofing area.
 - 1. Provide Owner with at least 48 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
 - 2. Do not disrupt Owner's operations or activities.
 - 3. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

1.08 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for additional warranty requirements.

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 07 5400.
 - 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.

2.02 MATERIALS

- A. Temporary Roofing Protection Materials:
 - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

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 cant strips, blocking, and other insulation accessories..
- E. Remove vapor retarder.
- F. Repair existing concrete deck surface 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 Section 07 5400 for additional requirements.

3.05 PROTECTION

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected or repaired deck surface.

3.06 SCHEDULES

- A. Entire Roofing Area: Remove existing base flashings, counter flashings, vent stack flashings, roofing membrane, insulation, vapor retarder, and /or as noted in the drawings.

END OF SECTION

Appendix A
Bid 23-48, Construction - Rock Street
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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 RELATED REQUIREMENTS

- A. Section 07 0150.19 - Preparation for Re-Roofing.
- B. Section 07 6200 - Sheet Metal Flashing and Trim.
- C. Section 08 4523 - Fiberglass-Sandwich-Panel Assemblies.

1.03 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 C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing 2017.
- C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2023a.
- D. ASTM C1396/C1396M - Standard Specification for Gypsum Board 2017.
- E. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing 2021.
- F. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces 2011 (Reapproved 2019).
- G. FM (AG) - FM Approval Guide Current Edition.
- H. FM DS 1-28 - Wind Design 2015, with Editorial Revision (2022).
- I. NRCA (RM) - The NRCA Roofing Manual 2023.
- J. NRCA (WM) - The NRCA Waterproofing Manual 2021.
- K. UL (FRD) - Fire Resistance Directory Current Edition.

1.04 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.

1.05 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.

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- F. Installer's Qualification Statement.
- G. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions.
- 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.

1.06 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.

1.07 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.

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- D. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.09 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.

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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.
 - 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.
- 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: Fully adhered.
 - 3. Insulation: Mechanically attached.
 - 4. Structural base.

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 scrims.
 - 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

- A. Deck Sheathing & Coverboard : Glass-mat faced gypsum panels complying with ASTM C1177/C1177M.
 - 1. Thickness: 5/8 inch, Type X, fire resistant.
 - 2. Manufacturers:

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- a. Georgia-Pacific; DensDeck Prime with EONIC Technology:
www.densdeck.com/#sle.

2.05 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 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 by 96 inch.
 - 3. Board Thickness: 1.0 inch. minimum. Provide 2 layers of insulation for a total insulation thickness of 2.0 inches.
 - 4. Tapered Board: Slope as indicated; minimum thickness 0.5 inch; fabricate of fewest layers possible.

2.06 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. Membrane Adhesive: As recommended by membrane manufacturer.
- E. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- 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: 18 by 18 inch.
 - 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 CONCRETE DECK PREPARATION

- A. Fill surface honeycomb and variations with latex filler.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

3.03 INSTALLATION - GENERAL

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- 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.
- 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 VAPOR RETARDER AND 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 24 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, under parapet cap to outside edge of parapet.
- F. At gravel stops, extend membrane under gravel stop and to the outside face of the wall.
- G. Around roof penetrations, seal flanges and flashings with flexible flashing.
- H. Install roofing expansion joints where indicated. Make joints watertight.

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1. Install prefabricated joint components in accordance with manufacturer's instructions.
- I. Coordinate installation of roof drains and sumps and related flashings.
- J. 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

- 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

**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 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Manufactured Roof Edge / Gravel Stop Edge: See Section 07 7100.
- B. Accessories:
 - 1. Splice Plates: Same thickness as coping, minimum.
 - 2. Cleats: Same thickness as coping, minimum.

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, and 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 MISCELLANEOUS FLASHING INSTALLATION

3.06 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

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**SECTION 07 7100
ROOF SPECIALTIES**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Factory manufactured roof specialties, including straight and radius copings fascias and roof edges.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems 2017.
- C. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- D. NRCA (RM) - The NRCA Roofing Manual 2023.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Manufacturer's Installation Instructions: Indicate special procedures, fasteners, supporting members, and perimeter conditions requiring special attention.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Manufacturer's Warranty:
 - 1. Material Warranty: Provide warranty to repair and/or replace components that fails to keep out water within specified warranty period of 20 years from date of Substantial Completion. Warranty must be compatible with overall roofing system manufacturer.
 - 2. Performance Warranty: Provide warranty to repair and/or replace components that fails to withstand 120 mph wind speeds for specified warranty period of 20 years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Straight Copings and Roof Edges:
 - 1. Architectural Products Co: www.archprod.com/#sle.
 - 2. Metal-Era Inc: www.metalera.com/#sle.
 - 3. Peterson Aluminum Corp; www.pac-clad.com
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Radius Copings:
 - 1. Metal Era Inc: www.metalera.com.
 - 2. Peterson Aluminum Corp; www.pac-clad.com
 - 3. Substitutions: See Section 01 6000- Product Requirements.
- C. Pipe and Penetration Flashings:
 - 1. Portals Plus: www.portalsplus.com/#sle.

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; mitered, welded corners; concealed fasteners.
 - 1. Configuration: Fascia, cant, and edge securement for roof membrane.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
 - 3. Material: Formed aluminum sheet, 0.050 inch thick, minimum.
 - 4. Finish: 70 percent polyvinylidene fluoride.
 - 5. Color: To be selected by Architect from manufacturer's standard range.
 - 6. Manufacturers:
 - a. Basis of Design: Peterson Aluminum Corp; Pac-Loc Fascia 2000; www.pac-clad.com

2.03 FINISHES

- A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as selected from manufacturer's standard colors.

2.04 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer. Type as specified in Section 07 9200.
- B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.
- C. Roof Cement: ASTM D4586/D4586M, Type II.
- D. Flexible Flashing: See Section 07 2500.
- E. Fasteners: Stainless steel screw type with a minimum pull-out resistance of 240 # (109 kg) as supplied by the manufacturer per substrate application. No exposed fasteners shall be permitted.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Conform to SMACNA Architectural Sheet Metal Manual (ASMM) drawing details.
- C. Roof Edge, Specialty Coping and Radius Copings: Anchor to resist uplift and outlet 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 membrane 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.
- D. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
- E. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

END OF SECTION

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Appendix A

**SECTION 07 7200
ROOF ACCESSORIES**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Curbs.

1.02 RELATED REQUIREMENTS

- A. Section 07 5400 - Thermoplastic Membrane Roofing
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Roof accessory items fabricated from sheet metal.
- C. Section 08 4523 - Fiberglass-Sandwich-Panel Assemblies

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
 - 1. Non-penetrating Rooftop Supports: Submit design calculations for loadings and spacings.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty.
 - 2. Ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 3. Submit documentation that roof accessories are acceptable to roofing manufacturer, and do not limit the roofing warranty.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

1.05 WARRANTY

- A. Correct defective Work within a five year period after Date of Substantial Completion.
- B. Provide five year manufacturer warranty.

PART 2 PRODUCTS

2.01 ROOF CURBS

- A. Manufacturers:
 - 1. The Pate Company: www.patecurbs.com/#sle.
 - 2. MKT Metal Manufacturing: www.mktduct.com/#sle.
 - 3. Roof Products & Systems (RPS): www.rpscurbs.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Roof Curbs Mounting Assemblies: Factory fabricated hollow sheet metal construction, internally reinforced, and capable of supporting superimposed live and dead loads and designated equipment load with fully mitered and sealed corner joints welded or mechanically fastened, and integral counterflashing with top and edges formed to shed water. Insulated.
 - 1. Applications: Roof curbs used for roof penetrations/openings as indicated on drawings.
 - 2. Roof Curb Mounting Substrate: Curb substrate consists of flat roof deck sheathing with insulation.

3. Sheet Metal Material:
 - a. Aluminum: 0.080 inch minimum thickness, with 3003 alloy, and H14 temper.
 - 1) Color: As selected by Architect from manufacturer's standard line of colors.
4. Provide layouts and configurations indicated on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

- A. Clean installed work to like-new condition.

3.05 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

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.

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- 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/grd 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

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Appendix A

**SECTION 08 4523
FIBERGLASS-SANDWICH-PANEL ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fiberglass reinforced plastic (FRP) sandwich panel system and accessories.
 - 1. Roof panel system.

1.02 RELATED REQUIREMENTS

- A. Section 07 9200 - Joint Sealants: Sealing joints between perimeter frame and adjacent construction.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1910, Subpart D - Walking-Working Surfaces, 1910.21-1910.30 current edition.
- B. AAMA 501.2 - Field Check of Metal Storefronts, Curtain Walls, and Sloped Glazing Systems for Water Leakage 2009.
- C. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2012.
- D. AAMA 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections 2009.
- E. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels 2013.
- F. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2014.
- G. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric] 2013.
- H. ASTM C297/C297M - Standard Test Method for Flatwise Tensile Strength of Sandwich Constructions 2015.
- I. ASTM D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position 2014.
- J. ASTM D1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal) 2010 (Reapproved 2019).
- K. ASTM D1037 - Standard Test Methods for Evaluating Properties of Wood-Base Fiber and Particle Panel Materials 2012 (Reapproved 2020).
- L. ASTM D2244 - Standard Practice for Calculation of Color Differences from Instrumentally Measured Color Coordinates 2011.
- M. ASTM E72 - Standard Test Methods of Conducting Strength Tests of Panels for Building Construction 2013.
- N. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2015a.
- O. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings 2011.
- P. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen 2019.
- Q. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference 2014.
- R. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference 2000 (Reapproved 2009).

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- S. ASTM E661 - Standard Test Method for Performance of Wood and Wood-Based Floor and Roof Sheathing Under Concentrated Static and Impact Loads 2022.
- T. ASTM E972 - Standard Test Method for Solar Photometric Transmittance of Sheet Materials Using Sunlight 1996 (Reapproved 2021).
- U. ASTM E2707 - Standard Test Method for Determining Fire Penetration of Exterior Wall Assemblies Using a Direct Flame Impingement Exposure 2015.
- V. ICC-ES AC05 - Acceptance Criteria for Sandwich Panel Adhesives 2010.
- W. ICC-ES AC177 - Acceptance Criteria for Translucent Fiberglass Reinforced Plastic (FRP) Faced Panel Wall, Roof and Skylight Systems 2014, with Editorial Revision (2018).
- X. ISO/IEC 17065 - Conformity Assessment - Requirements for Bodies Certifying Products, Processes and Services 2012.
- Y. NFRC 100 - Procedure for Determining Fenestration Product U-factors 2014.
- Z. NFRC 201 - Procedure for Interim Standard Test Method for Measuring the Solar Heat Gain Coefficient of Fenestration Systems Using Calorimetry Hot Box Methods Current Edition.
- AA. NFRC 202 - Procedure for Determining Translucent Fenestration Product Visible Transmittance at Normal Incidence Current Edition.
- BB. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.
- CC. UL 790 - Standard for Standard Test Methods for Fire Tests of Roof Coverings Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, profiles, span analysis data, and component finishes.
- B. Shop Drawings: Include plans, elevations, and details.
- C. Installation Instructions: Special installation requirements.
- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.
- F. Warranty Documentation: Manufacturer's sample warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufactured material and products by company continuously and regularly employed in manufacture of specified materials for period of at least ten consecutive years, and with documented evidence of those materials being satisfactorily used on at least six projects of similar size, scope, and location, and at least three of these projects having been in successful use for ten years or longer.
 - 1. Listed panel system by certification agency complying with ISO/IEC 17065, that requires quality control inspections and fire, structural, and water infiltration testing of sandwich panel systems by accredited testing agency.
 - 2. Conduct quality control inspections at least once each year that include manufacturing facilities, sandwich panel components, and production sandwich panels to ensure product complies with ICC-ES AC177 requirements.
- B. Installer Qualifications: Experienced installer that has been installing Kalwall panel systems for at least two consecutive years and that also provides documented evidence of satisfactory completion of projects of similar size, scope, and type.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver panel system, components and materials in manufacturer's standard protective packaging.

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- B. Store panels on long edge above ground, blocked and under cover in accordance with manufacturer's storage and handling instructions.
- C. Handle products in accordance with manufacturer's written instructions.

1.07 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS for additional warranty requirements.
- B. Provide manufacturer's and installer's written warranties agreeing to repair or replace panel system that fails in material or workmanship within five-years after Date of Delivery. Failure of material or workmanship includes deterioration of finish on metal in excess of normal weathering; defects in accessories, insulated and translucent sandwich panels, and other components of this work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. This specification is based on products manufactured by Kalwall Corporation. Other manufacturers may bid this project subject to compliance with performance requirements as indicated and required submittals. Listing other manufacturer's names in this specification does not constitute approval of their products or relieve them of compliance with performance requirements as indicated.
 - 1. Kalwall Corporation:
 - a. Telephone: (800) 258-9777.
 - b. Fax: (603) 627-7905.
 - c. Email: info@kalwall.com
- B. Fiberglass-Sandwich-Panel Assemblies Manufacturers:

2.02 PERFORMANCE REQUIREMENTS

- A. Manufacturer responsible for configuration and fabrication of complete panel system.
- B. Structural Roof Loads: Provide system capable of handling the following loads:
 - 1. Live Load: ___ psf.
 - 2. Snow Load: ___ psf.
- C. Air Leakage: Limit to allowable air leakage through panel system assembly with pressure difference across assembly at 6.24 psf in accordance with ASTM E283/E283M.
- D. Water Leakage: None, when measured in accordance with ASTM E331 at test-pressure difference of 15 psf.
- E. Structural Performance Testing by Uniform Static Air Pressure Difference: Comply with ASTM E330/E330M.
- F. Panel Beam Bending Strength: Less than 1.9 inch deflection at 30 psf loading and 10 ft span without supporting frame in accordance with ASTM E72 test method.
- G. Exterior Face Sheet Strength: Uniform in strength and impenetrable by handheld pencil and as follows:
 - 1. Ball Impact Test: Pass, based on repelling impact without fracture or tear by at least 70 ft lbf from 3-1/4 inch diameter 5 lb free-falling ball in accordance with UL 972 testing.
- H. Fire Penetration Resistance of Wall Assembly: Panels comply with conditions of acceptance in accordance with ASTM E2707.
 - 1. Absence of flame penetration through wall assembly at any time.
 - 2. Absence of glowing combustion on interior surface of assembly at end of 60-minute observation period.
 - 3. Absence of flame, glow, and smoke when test is terminated prior to completion of 60-minute observation period.

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- I. Condensation Resistance Factor (CRF): Minimum of 80 when measured in accordance with AAMA 1503 on bond line of thermally broken panels with translucent insulation.
- J. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 110 degrees F over 12-hour period without causing detrimental effect to system components.
- K. Roof Panel System Assembly:
 - 1. Comply with UL 790 or ASTM E108 for Class A Roof Burning Brand test.
 - 2. Fall Through Protection: Comply with fall through protection requirements of 29 CFR 1910, Subpart D and test methods of ASTM E661; systems requiring supplemental screens or railings are not permitted.

2.03 COMPONENTS

- A. Roof System: Sandwich panels of fiberglass-reinforced-plastic (FRP), translucent face sheets laminated to grid core with mechanically interlocking I-beams and straight adhesive bonding line that covers entire width of I-beam having neat, sharp edge, and protection of exterior face sheet provided with integral, embedded-glass erosion barrier.
 - 1. Panel Width: As indicated on drawings.
 - 2. Panel Length: As indicated on drawings.
 - 3. 2-3/4 inches Thick, Thermally Broken Composite I-Beam Grid Core: Thermoset fiberglass composite having I-beam grid core of 6063-T6 or 6005-T5 alloy and temper complying with ASTM B221 (ASTM B221M), with provisions for mechanical interlocking of muntin-mullion and perimeter, with minimum I-beam width of 1/2 inch and minimum I-beam thermal break of 1 inch; poured and debridged thermal break is not permitted.
 - a. Panel Type: Flat.
 - b. Panel Fill Insulation:
 - 1) Fiberglass batt, low level (Insulation Option #1).
 - c. Thermal Transmittance (U-factor) of FRP Sandwich Panel: 0.23, when tested in accordance with NFRC 100.
 - d. FRP Face Sheet Color: Exterior - Crystal/Interior - White.
 - e. Visible Light Transmission (VLT): For face sheet combination indicated and the following panel fill material, when tested in accordance with NFRC 202 or ASTM E972.
 - 1) Fiberglass Batt, Low: 26 percent.
 - f. Solar Heat Gain Coefficient (SHGC): When tested in accordance with NFRC 201 at 0 degrees F on cold side for face sheet combination indicated and following panel fill material.
 - 1) Fiberglass Batt, Low: 0.30, nominal.
 - g. Grid Core Pattern:
- B. Face Sheets:
 - 1. Translucent Face Sheets: Fabricated using glass fiber reinforced thermoset resins, and formulated specifically for architectural use.
 - a. Use of thermoplastic, e.g., polycarbonate and acrylic, for face sheets is not permitted.
 - b. Deformation, deflection, or dripping of face sheets upon exposure to fire is not permitted.
 - 2. Exterior Face Sheet:
 - a. Thickness: As required for system characteristics indicated; 0.070 inch, minimum.
 - b. Color as indicated under system description.
 - c. Color Stability: Color of exterior face sheet to not change color more than three CIE Units DELTA E in accordance with ASTM D2244 after 5 years outdoors in South Florida weathering facing south; color stability not affected by abrasion or scratching.
 - 3. Interior Face Sheet:
 - a. Thickness: As required for system characteristics indicated; 0.045 inch, minimum.

FAYONC22.00

City of Fayetteville
Rock Street Annex
Roof Replacement

Fiberglass-Sandwich-Panel
Assemblies

08 4523 - 4

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- b. Provide exposed surface of interior face sheets with following flame spread index (FSI) and smoke developed index (SDI) in compliance with ASTM E84 or UL 723.
 - c. Provide Class CC1 face sheets with burning extent of 1 inch or less when tested in accordance with ASTM D635.
- C. Laminate Adhesive: Provided for adhering translucent panel face sheets to grid core; heat and pressure resistant resin-type adhesive for use with structural sandwich panels and designed for at least 25 years of field use, and complying with testing requirements of ICC-ES AC05.
- 1. Tensile Strength: At least 750 psi when panel assembly is tested in accordance with ASTM C297/C297M test method after two exposures to six cycles each of accelerated aging conditions complying with ASTM D1037.
 - 2. Shear Strength: Panel adhesive complying with ASTM D1002 upon exposure to the following conditions:
 - a. Exposed to 50 percent Relative Humidity (RH) at 68 degrees F, minimum shear strength of 540 psi.
 - b. Exposed to temperature of 182 degrees F, minimum shear strength of 100 psi.
 - c. Exposed to accelerated aging complying with ASTM D1037, minimum shear strength of 800 psi, tested at room temperature.
 - d. Exposed to accelerated aging complying with ASTM D1037, minimum shear strength of 250 psi, tested at 182 degrees F.

2.04 PERIMETER CLOSURE SYSTEM

- A. Closure Aluminum Clamp-Tite Installation System:
 - 1. Roof Closure System: Provide extruded aluminum having 6063-T5 or 6063-T6 alloy and temper in compliance with ASTM B221 (ASTM B221M), and clamp-tite screw type closure system.
- B. Sealant for Within Translucent Assembly: As required by manufacturer; see Section 07 9200.
- C. Sealing Tape: Manufacturer's standard, factory applied to closure system under controlled conditions.
- D. Fasteners: Stainless steel 300 Series screws for aluminum closures; excluding final fasteners to building.

2.05 FINISHES

- A. High-Performance Organic Coatings: Manufacturer's factory-applied finish that complies with performance requirements of AAMA 2604; multiple coats, thermally cured fluoropolymer system.
- B. Mill Finish: Manufacturer's standard mill-finished aluminum.
- C. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 clear anodic coating not less than 0.7 mil, 0.0007 inch thick.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify substrates, supporting structure, and installation conditions.
- B. Verify dimensions, tolerances, and method of attachment with other work.
- C. Do not proceed with panel installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Metal Protection:
 - 1. At locations where aluminum contacts dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape as recommended by manufacturer for this purpose.
 - 2. At locations where aluminum contacts concrete, masonry, or pressure treated wood, protect against corrosion by painting contact surfaces with bituminous paint or method

FAYONC22.00

Fiberglass-Sandwich-Panel
Assemblies

City of Fayetteville
Rock Street Annex
Roof Replacement

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recommended by manufacturer.

3.03 INSTALLATION

- A. Install panels within assembly in accordance with manufacturer's fabrication drawings and written installation instructions.
 - 1. Anchor component parts securely in place using permanent mechanical attachment system.
 - 2. Allow for thermal and mechanical movement of assembly components.
 - 3. Seal aluminum clamp-tite installation system as indicated on manufacturer's fabrication drawings and written installation instructions.
- B. Install joint sealants at perimeter joints and within panel assembly in accordance with manufacturer's fabrication drawings and written installation instructions; see Section 07 9200.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Water Leakage Test: Test representative section of installed assembly in accordance with AAMA 501.2.
 - 1. Repair or replace work that does not pass testing or that is damaged by testing and retest work.

3.05 CLEANING

- A. Remove protective material from prefinished aluminum surfaces.
- B. Wash down interior and exterior surfaces with solution of mild detergent in warm water, applied with soft, clean wiping cloths; remove dirt from corners and wipe surfaces clean.

3.06 PROTECTION

- A. Protect finished work from damage until Date of Substantial Completion.

END OF SECTION

Bid 23-48, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday, December 22, 2023

To: All Prospective Vendors

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

RE: Bid 23-48, Construction – Rock Street Annex 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. Deductive Alternate 1 has been added:

a. DEDUCTIVE ALTERNATE 1 – Skylights

- i. Remove the new skylights from the scope of work including demolition and restructuring for new skylight opening and roof curbs for mounting of skylights.
- ii. The specifications for Deductive Alternate 1 are attached to this addendum.

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

- a. Question: Regarding the old heating and air units and old pipes; Will they be removed before the project begins or does the bidder need to add that price into their bid?
 - i. Answer: The awarded Contractor will not be responsible for removing the old heating and air units and pipes.
- b. Question: Regarding the holes in the concrete deck from removing the old heating and air units; Will the Contractor need to replace the bigger holes with concrete, or will an alternate material be allowed?
 - i. Answer: The awarded Contractor will not be responsible for filling in any holes from the removed units.

**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

Remove the new skylights from the scope of work including demolition and restructuring for new skylight opening and roof curbs for mounting of skylights.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Bid 23-48, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, January 9, 2024

To: All Prospective Vendors

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

RE: Bid 23-48, Construction – Rock Street Annex 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 on-site at the Rock Street Annex on Wednesday, January 3, 2024 at 2:00 PM. The sign-in sheet of attendees is also attached to this addendum for disclosure to all interested parties (See Attachment A).

a. Attendees:

i. City of Fayetteville:

1. Amanda Beilfuss, Sr. Purchasing Agent
2. Kenny Fitch, Purchasing Agent
3. Quin Thompson, Facilities Manager
4. Wade Abernathy, Bond & Construction Director
5. Ben Cruce, WER Architects
6. John Langham, WER Architects

ii. Vendors:

1. Anderson Electric
2. Fayetteville Mechanical
3. First Star Exteriors
4. Franklin and Son, Inc.
5. GRI Roofing
6. Harmon Electric
7. Industrial Roofing & Construction
8. Joplin Roofing Co. Inc.
9. M2 Roofing
10. Milestone Construction
11. Shields & Associates
12. SSI of Northwest Arkansas
13. Stearman Roofing
14. Wilson's Heating & Air Conditioning

2. **Both an Arkansas Contractor's License and registration with the Arkansas Secretary of State are both required to be active and valid AT THE TIME OF BID DEADLINE.**

3. Project Manual Revision:

- a. SECTION 01 2200 – UNIT PRICES has been added and is attached to this addendum (see Attachment B).

4. Substitution Requests:

- a. TPO Request #1 – GAF Specification: TFAT160 (APPROVED – See Attachment C)
- b. TPO Request #2 – VERSIWELD 60MIL TPO (APPROVED – See Attachment D)

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

- a. Question: What is the pre-existing roof thickness?
 - i. *Answer: Please refer to Item 6 of this addendum and Attachment E.*
- b. Question: The specification calls for the ISO to be mech fastened, but the Plans say everything is fully adhered. Which one is required?
 - i. *Answer: The insulation shall be mechanically fastened. The fully adhered notes on the drawings refer to the attachment method for the TPO membrane, not the insulation.*
- c. Question: HVAC units will be removed, and the roof patched by others. What about the antenna and supporting structure? Will the winning contractor have this in their scope?
 - i. *Answer: No, the City will be responsible for the removal of the antenna and supporting structure.*
- d. Question: Regarding structural roof loads for the skylights, what are the specified Live and Snow loads?
 - i. *Answer: Live Load = 20 PSF, Snow Load = 15 PSF*
- e. Question: What is the insulation attachment method?
 - i. *Answer: Mechanically attached per specifications.*
- f. Question: What is to be used for the skylight framing?
 - i. *Answer: Structural steel angles and plates as detailed in detail 1/A1.04 shall be provided for each new skylight opening.*
- g. Question: How old is the roof?
 - i. *Answer: It is assumed approximately 30 years old.*

6. Core Sample was taken at the pre-bid meeting. Observations include a 2-ply modified bitumen roof over lightweight vermiculite concrete on metal decking (See Attachment E).

7. Clarifications:

- a. The freshly painted fascia needs to be maintained.
- b. The City of Fayetteville will provide the Following:
 - i. Remove/relocate gas and electrical utilities as necessary
 - ii. Remove RTU's
 - iii. Remove Radio equipment
 - iv. Remove all steel and other supporting structures
 - v. Cut holes for Skylights, provide framing, and any structural work associated with the Skylights
 - vi. Repair holes in roof deck left by removal of ducting or RTU's
- c. Contractor shall provide the following:
 - i. Replace blocking under utilities per specifications
 - ii. Reflash remaining curbs per specifications

8. Addendum Attachments:

- a. Attachment A: Pre-Bid Sign-In Sheet
- b. Attachment B: SECTION 01 2200
- c. Attachment C: Approved Substitution #1
- d. Attachment D: Approved Substitution #2
- e. Attachment E: Core Sample Photos



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 23-48

Description: Construction - Rock Street Annex Roof Replacement

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

Date: 01 / 03 / 2024

Time: 2:00 PM

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

Name

Company

Title

Phone

Email

1	Amanda Beilfuss	CoF	Sr. Purch. Agent	575-8820	abeilfuss@
2	Jack Paynor	Franklin & Son	PM	479-381-6613	jpaynor@ksroof.com
3	Tony Doss	Stearman Roofing	PM	479-941-4017	Tdoss@stearmanroofing.com
4	KEVIN CHEADER	STEARMAN Roofing	ESTIMATOR	479-313-0065	Kcheader@stearmanroofing.com
5	JEFF WICKER	MZ ROOFING	ESTIMATOR	479-1216-0050	JWICKER@MZROOFING.COM
6	Duane Logsdon	I R & C	PM	479-392-9692	duane@ind-roofing.com
7	Jonathan Wells	GRT	em	417-624-0002	wellsj7277@gmail.com
8	KENNY FITCH	COF	PURCH AGENT	575-8258	kfitch@
9	Roger Smith	Shields and Assoc	PM	501-577-2657	Roger.S@shieldsfrank.com
10	JOHNATHAN PARKER	SSI OF NWA	ESTIMATOR/PM	(479) 879-0524	JPARKER@SSI OF NWA.COM
11	Bejay Morrow	FMC	VP HVAC Super	479-879-6209	bmorrow@fayettevillemechanical.com
12	Gudy Jlich	FMC	VP Plumbing	479-879-3508	CJlich@FayettevilleMechanical.com
13	Ben Hadley	SSI	Superintendent	479-799-0810	bhadley@SSI OF NWA.COM
14	Mike Anderson	Anderson Electric	Owner	314-210-9782	keepitlit2020.Anderson@yahoo
15	Frank McLean Jr.	Joplin Roofing Co. Inc	V.P.	(417) 623-2057	joplinro@ipa.net
16	Nick Russo	HARMON ELECTRIC	OWNER	303-552-7186	NICK@HARMONELECTRIC.ORG
17	Lance Norrsworthy	Mile stone	Manager	479 225-0181	lnorrsworthy@motonec.com
18	Erin Metcalf	milestone	PM	479-951-3195	emetcalf@mstonecl.com
19	Ricky Wilson	wilson's HVAC	HVAC	479 474 8789	Ricky@wilsonshvac.net
20	Wade Abernathy	CoF	CONSTRUCT. Director	8363	webnath@



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: _____

Description: _____

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

Date: ____ / ____ / ____ Time: _____

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

Name

Company

Title

Phone

Email

1	BEN CRUCE	WER	ARCHITECT	479-966-4477	BCRUC@WERARCH-AR.com
2	JOHN LANGHAM	WER	ARCHITECT	479-966-4477	jlangham@werarch-nwa.com
3	Quin Thompson	CITY	Facilities Mgr	479-575-8346	qthompson@fayetteville-ar.gov
4	Guy Thurman	First Star	Estimator	479-530-7100	gthurman@firststarext.com
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**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.

FAYONC22.00
City of Fayetteville
Rock Street Annex
Roof Replacement

Addendum 2

01 2200 - 1

Unit Prices

01/08/2023

- 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.
 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 ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
 2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Architect to assess the defect and identify payment adjustment is final.

1.07 SCHEDULE OF UNIT PRICES

- A. Cost per square foot for removal and disposal of deteriorated lightweight vermiculite concrete deck and replace with 2" thick poly-iso insulation board. Thickness to be verified prior to

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



We
protect
what
matters
most™

December 26, 2023

Subject: Substitution Request

Project: Rock Street Annex Roof Replacement
Fayetteville, AR

Dear Sir/Madam,

We respectfully request consideration of the following on the above referenced project.

PROPOSED SUBSTITUTION GAF Specification: TFATI60.

Products include:

- EnergyGuard™ Polyiso
- EverGuard TPO 60 mil Membrane
- EverGuard #1121 Bonding Adhesive
- EverGuard TPO Quick Spray Adhesive
- Drill-Tec™ Fasteners and Plates
- Diamond Pledge™ NDL Roof Guarantee

The attached data includes product description, specification performance and test data, specimen guarantee as necessary for evaluation of the request; applicable portions of the data are clearly identified. The undersigned states that the following paragraphs, unless modified on attachments are correct:

1. This proposed substitution meets or exceeds the architects specified performance requirements.
2. Maintenance and service products will be available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equal or superior to the specified item. Please either sign and return this letter, or acknowledge via email your acceptance.

If you have any further questions, please contact us at 877-423-7663 (Option 4, Option 3). Thank you for choosing GAF.

Sincerely,

Stephanie Lawrence

Stephanie Lawrence

Senior Design Services Specialist

WER Architects/Planners

☒ NO EXCEPTIONS TAKEN	☐ NOT REVIEWED. SUBMITTAL NOT REQUIRED BY CONTRACT DOCUMENTS
☐ COMMENTS INCLUDED	☐ REVIEWED FOR PROJECT CLOSE-OUT REQUIREMENTS ONLY
☐ REVISE & RESUBMIT	☐ PROPOSED SUBSTITUTION. RESUBMIT. COMPLY WITH SECTION 01 25 00
☐ REJECTED	

Architect's or Engineer's review is only for general compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, and for general compliance with the information given in the Contract Documents.

Contractor shall be solely responsible for complying with the Contract Documents, as well as Supplier instructions consistent with the Contract Documents, Owner's directions, and Laws and Regulations. Contractor is solely responsible for obtaining, correlating, confirming, and correcting dimensions at the site; quantities; information and choices pertaining to fabrication processes; means, methods, sequences, procedures, and techniques of construction; safety precautions and programs incident thereto; and for coordinating the work of all trades.

Architect is not responsible for resubmittals or tracking progress of resubmittals.

DATE: 01/04/2024 BY: Ben Cruce



Description:

EnergyGuard™ Polyiso Insulation board is made of glass fiber-reinforced cellulosic felt (GRF) facers bonded to a core of polyisocyanurate foam.

Features and Benefits:

- Versatile — Approved component in single ply, BUR and modified bitumen systems, with a variety of attachment methods: mechanically attached, fully adhered, loose laid and ballasted
- Approved for direct application to steel decks
- High insulation value — polyiso insulation has the highest R-value per inch compared to any other type of non-polyiso insulation of equivalent thickness
- Because of its light weight, this material is easy to handle on the jobsite and installs quickly. Easy cutting in the field provides the installer with simplified fabricating on the roof deck
- Excellent dimensional stability, high moisture resistance and low water permeability

Panel Characteristics:

- Available in a variety of thicknesses from 1.0" (25.4 mm) to 4.6" (116 mm) to best suit your specifications
- Available in 4' x 4' (1.22 m x 1.22 m) and 4' x 8' (1.22 m x 2.44 m) boards
- Flute Fill and other special sizes are available upon request
- Other EnergyGuard™ products available – tapered, CGF facer and non-halogenated. See individual data sheets for more information

Codes & Compliance:

- Meets the requirements of ASTM C1289 Type II, Class 1, Grade 2 (20 psi) and also available in Grade 3 (25 psi)
- FM 4450 / 4470—consult RoofNav.com for specific assemblies
- UL listed to ANSI / UL 790, UL 263, UL 1256
- UL Evaluation Report UL ER1306-03
- See UL Product iQ for details
- Miami-Dade County Approved
- State of Florida Approved
- For additional information, contact GAF at 1-800-766-3411 or designservices@gaf.com



EnergyGuard™ Polyiso Thermal Values:

Size*	R-Value**	Max Flute Span (in)
1.0" (25.4 mm)	5.7	2 5/8" (66.7 mm)
1.2" (30.5 mm)	6.8	2 5/8" (66.7 mm)
1.5" (38.1 mm)	8.6	4 3/8" (111 mm)
1.75" (44.5 mm)	10.0	4 3/8" (111 mm)
2.0" (51 mm)	11.4	4 3/8" (111 mm)
2.2" (59 mm)	12.6	4 3/8" (111 mm)
2.3" (58 mm)	13.2	4 3/8" (111 mm)
2.5" (64 mm)	14.4	4 3/8" (111 mm)
2.6" (66 mm)	15.0	4 3/8" (111 mm)
2.8" (71 mm)	16.2	4 3/8" (111 mm)
3.0" (76 mm)	17.4	4 3/8" (111 mm)
3.2" (81 mm)	18.6	4 3/8" (111 mm)
3.5" (89 mm)	20.5	4 3/8" (111 mm)
3.7" (94 mm)	21.7	4 3/8" (111 mm)
4.0" (102 mm)	23.6	4 3/8" (111 mm)
4.3" (109 mm)	25.4	4 3/8" (111 mm)
4.5" (114 mm)	26.6	4 3/8" (111 mm)
4.6" (117 mm)	27.1	4 3/8" (111 mm)

* Other thicknesses available upon request.

** Long Term Thermal Resistance Values provide a 15-year time weighted average in accordance with CAN/ULC S770.

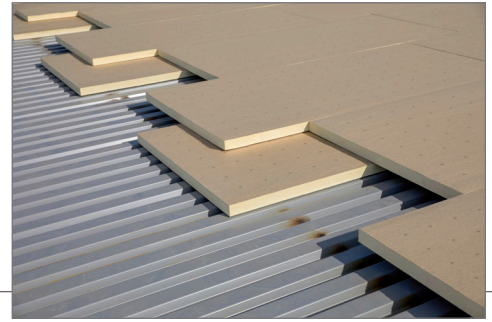
For optimal roof performance and to prevent thermal bridging GAF recommends installing two layers of Polyiso with staggered joints.



Visit gaf.com

We protect what matters most™





Sustainability — for more information go to gaf.com/green

- Manufactured with EPA-compliant blowing agents containing no CFCs or HCFCs; has zero ozone depletion potential (ODP) and negligible global warming potential (GWP)
- GREENGUARD Gold
- Green Circle Certified for recycled content
- Potential LEED Credits for Polyiso Use
- Health Product Declaration (HPD)
- Environmental Product Declaration (EPD) (Industry)



Typical Physical Property Data

PROPERTY	TEST METHOD	MINIMUM VALUES
Compressive Strength (<i>psi (kPa), min</i>)*	ASTM D1621	Grade 2 – 20 psi (138kPa) Grade 3 – 25 psi (172kPa)
Dimensional Stability Change (<i>length + width, max</i>)**	ASTM D2136	<2% max
Flexural Strength (<i>psi (kPa), min</i>)	ASTM C203	40 psi (275kPa)
Tensile Strength (<i>psi (kPa), min</i>)	ASTM C209	≥ 500 (24kPa)
Water Absorption (<i>percent by volume, max</i>)	ASTM C209	<1.5%
Water Vapor Permeance (<i>perm, max</i>)	ASTM E96	<1.5 perm (57.5ng/Pa•s•m ²)
Service Temperature		-100° to 250°F (-73.3° to 121.1°C)
Flame Spread† Index	ASTM E84 / UL 723	< 75*
Smoke Developed Index	ASTM E84 / UL 723	< 200*

* Foam Core.

** Stated dimensional stability tolerance. Board thickness shall not diminish by more than 2% max.

† These numerical ratings are not intended to reflect hazards presented by these or any other material under actual fire conditions.

Warnings and Limitations

- EnergyGuard™ Polyiso Insulation is a non-structural, non load-bearing material. It is not designed for direct traffic usage unless adequately protected.
- EnergyGuard™ Polyiso Insulation should be stored protected from the elements. Bundle wrap is not for use as waterproofing for boards. No more insulation should be installed than can be completely covered with roofing on the same day.
- As unprotected polyisocyanurate will burn, fire safety precautions should be observed wherever insulation products are used.
- Direct mopping of modified bitumen roofing or built-up roofing (BUR) to EnergyGuard™ Polyiso Insulation is not approved.
- Refer to PIMA Technical Bulletin No. 109 Storage and Handling Recommendations for Polyiso Roof Insulation at www.polyiso.org
- Refer to the application specifications in the current membrane manufacturer's application and specifications manual for proper installation procedures.



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We protect what matters most™





EVERGUARD® TPO

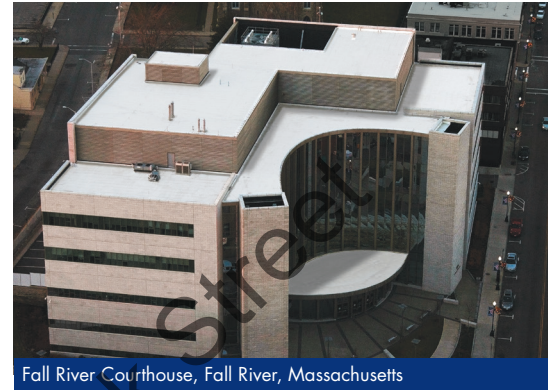
MEMBRANE

Why TPO

- Great Value—Excellent performance at a cost-effective price
- Excellent Seam Strength—Heat-welded seams provide greater seam strength to taped and other seams
- Long-term Weathering—Excellent long-term heat and UV resistance
- Energy Saving—Highly reflective and emissive white roof can help reduce energy costs and urban heat island effect
- CREST Energy Savings Calculator—See your potential savings at cool.gaf.com
- Versatile Application Method

Why GAF EverGuard® TPO

- Outperforms standard TPO in heat aging and UV tests—the best predictors of TPO performance
 - After accelerated heat aging at 275°F (135°C) for 105 days, EverGuard® TPO showed no cracking—while every one of the competitors' samples had failed! See below:
 - UV testing—Greater than 2.5 times the industry standard (ASTM D6878 weather resistance test)
- Guarantees are available up to 25 years when using EverGuard® TPO 60 mil Membrane.*
- Easier to install due to:
 - Large welding window
 - Most complete line of accessories
 - 10' (3.05 m) wide sheets



Fall River Courthouse, Fall River, Massachusetts

Installation

EverGuard® TPO 60 mil Membrane is suitable for all types of single-ply systems:

- Mechanically Attached Application...for a quick and cost-effective system that can be installed practically year-round.
- RhinoBond® Application...can be applied without using adhesives and installed practically year round. Qualifies for the same guarantee length as an adhered system.*
- Adhered Application...can be installed with EverGuard® 1121 Solvent-Based Adhesive, EverGuard® Low VOC Adhesive, or EverGuard® WB181 Water-Based Adhesive for the smoothest appearance. Provides excellent wind uplift performance.

Accessories

Field fabrication of TPO accessories is time-consuming, costly, inconsistent, and can lead to unreliable details that compromise a watertight roofing system. EverGuard® TPO prefabricated accessories deliver consistent quality and eliminate the worry and problems often associated with field fabrication. They can also boost productivity up to 200%,** while reducing installed cost by up to 12%.

*See applicable guarantee for complete coverage and restrictions.

**Based on GAF estimate to field-fabricate flashing details.



Quality You Can
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North America's
Largest Roofing
Manufacturer!™

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U.S. only



California
Title 24
Compliant



TPO membranes meet the
performance requirements
of ICC ESR-6930

EverGuard® TPO 60 mil Membrane

Applicable Standards

UL Listed, FM Approved, Miami-Dade County Product Control Approved, State of Florida Approved, CRRC Rated, Title 24 Compliant*, ENERGY STAR® Certified**, ASTM D6878.

Physical Properties	ASTM Test Method	ASTM D6878 Minimum	EverGuard® Typical Test Data
1. Certain data is provided in MD (machine direction) x CMD (cross machine direction) format. 2. Data is based upon typical product performance, and is subject to normal manufacturing tolerance and variance.			
Nominal Thickness	ASTM D751	0.039" (min.) (0.99 mm)	0.060" (1.52 mm)
Breaking Strength	ASTM D751 Grab Method	220 lbf/in. (38.5 kn/m)	305 lbf x 290 lbf (454 x 432 kg/m)
Factory Seam Strength	ASTM D751	66 lbf (98.34 kg/m)	135 lbf (membrane failure) (201.1 kg/m)
Elongation at Break	ASTM D751	15%	30%
Heat Aging	ASTM D573	90% Retention of Breaking Strength and Elongation at Break	100%
Tear Strength	ASTM D751 8" x 8" (203 x 203 mm) Sample	55 lbf (81.95 kg/m)	75 lbf x 130 lbf (111.8 x 193.7 kg/m)
Puncture Resistance	FTM 101C Method 2031	Not Established	380 lb. (172 kg)
Cold Brittleness	ASTM D2137	-40°C	-40°C
Permeance	ASTM E96	Not Established	0.08 Perms
Dimensional Change	ASTM D1204 @158°F (70°C), 6 hrs.	+/- 1%	0.4%
Water Absorption	ASTM D471 @158°F (70°C), 1 week	+/- 3.0% (top coating only)	0.7%
Hydrostatic Resistance	ASTM D751 Method D	Not Established	430 psi
Ozone Resistance	ASTM D1149	No visible deterioration @ 7 x magnification	No visible deterioration @ 7 x magnification
SRI (Solar Reflectance Index) Initial/Aged	N/A	N/A	94/81 83 Aged Title 24
Reflectivity (white) Initial/Aged	ASTM C1549 ASTM E903	N/A N/A	0.76/0.68 81.9% Reflectance
Emissivity (white) Initial/Aged	ASTM C1371 ASTM E403	N/A N/A	0.90/0.83 0.94
Weather Resistance	ASTM G155/D6878	10,080 KJ/(m² · nm) at 340 nm	>25,000 KJ/(m² · nm) at 340 nm
Heat Aging	ASTM D573	240°F (115°C) for 82 weeks	60 weeks
Thickness Above Scrim	ASTM D7635	Min 30% of Total Thickness	22.1 mil (Nominal)
Guarantee			
Up to 25 years			

*White, Energy Gray, and Energy Tan Membranes Only

**ENERGY STAR® only valid in the U.S.

Product Data

Roll Size	5' x 100'	6' x 100'	8' x 100'	10' x 100'	12' x 100'
	(1.52 x 30.5 m) (500 sq. ft. [46.5 sq.m])	(1.83 x 30.5 m) (600 sq. ft. [55.74 sq.m])	(2.44 x 30.5 m) (800 sq. ft. [74.3 sq.m])	(3.05 x 30.5 m) (1,000 sq. ft. [92.9 sq.m])	(3.65 x 30.5 m) (1,200 sq. ft. [111.484 sq.m])
Roll Weight	162 lb. (73.5 kg)	194.4 lb. (88.2 kg)	257 lb. (117 kg)	322 lb. (146.1 kg)	386.4 lb. (175.3 kg)
Colors	White, Tan, Gray				
Storage	Store rolls on their sides on pallets or shelving in a dry area.				
Safety Warning	Membrane rolls are heavy. Position and install by at least two people.				
Note: Membrane rolls shipped horizontally on pallets, stacked pyramid-style and banded. Product sizes, dimensions, and widths are nominal values and are subject to normal manufacturing/packaging tolerance and variation.					

RhinoBond® is a registered trademark of OMG.



Quality You Can Trust...
From North America's
Largest Roofing Manufacturer!™



EverGuard[®] TPO

SINGLE-PLY ROOFING SYSTEMS

Description

EverGuard[®] 1121 Bonding Adhesive is a contact-type bonding adhesive specially designed for bonding TPO single-ply roofing membranes and flashings to various roofing substrates. EverGuard[®] 1121 Bonding Adhesive is a general purpose rubber-based bonding adhesive for attaching TPO-based single-ply membranes to various substrates, including polyisocyanurate insulation and gypsum-based cover boards.

Features and Benefits

- Excellent coverage up to 70 sq. ft. per gallon of bonded membrane
- Fast-drying solvent system
- Easy application using roller or brush
- Spray application also possible
- High initial tack

Physical Properties

Base: Synthetic polymer
Solvent: Hydrocarbon blend
Flash Point: 0°F (-18°C)
Weight/Gallon: 7.4 lbs
Color: Yellow
Viscosity: 2,300 - 2,700 cps
Coverage: 50-70 sq. ft./gallon

Total Solids: 25% +/- 2.5%
Voc: 611 grams/liter
Shelf Life: 1 year, unopened
Open Time: Up to 60 minutes
Dry Time: 5 - 15 minutes
Application: Roller, brush, or spray

1121 Bonding Adhesive

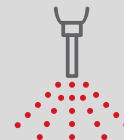
Ordering Information

Item Number: 7780OOM
Packaging: 5 gallon pails
Weight: 37 lbs./pail
Shipping: 45 pails per pallet



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Largest Roofing
Manufacturer!™

gaf.com



GAF EverGuard® TPO **QuickSpray Adhesive**



Description:

EverGuard® TPO Quick Spray Adhesive is a sprayable, solvent-based contact adhesive useful for bonding smooth EverGuard® and EverGuard Extreme® TPO membranes to various substrates.

Features and Benefits:

- Faster installation than traditional bonding adhesive
- High initial tack
- Shelf life-2 years from the date of manufacture

Application:

- Substrate should be dry, clean, and free from oil, grease, and other contaminants
- For TPO membrane, spraying from 8"– 12" (203 mm–305 mm) away, apply adhesive uniformly to both the substrate and the membrane underside
- As primer for SA Vapor Retarder, apply to the substrate only
- Allow adhesive to dry to a tacky feel before bonding membrane to substrate
- Apply at an ambient temperature of 20°F (-6.7°C) and above. The cylinders must be kept above 50°F (10°C) for the product to spray properly. Utilize power-heated blankets and hot boxes when necessary. Ensure that cylinder temperatures stay below 150°F (65.6°C).
- Apply pressure with a push broom or weighted roller to ensure complete bonding
- To clean Hose & Gun Kit, attach hose and gun to EverGuard® Quick Spray or EverGuard® Quick Spray LV50 Cleaning Kit and run cleaner through hose and gun for approximately 10 – 15 seconds. Each cleaner canister should get approximately 9 – 10 cleanings for the 10 square size.

Product Details:

EverGuard® TPO Quick Spray Adhesive

- SKU 7806 – 3 squares - 13.65 lb. (6.2 kg)
- SKU 7792 – 10 squares - 40.15 lb. (18.2 kg)
- VOC: 489 g/L
- Installation Temperature: 20°F (-6.7°C) and rising
- Cleaner SKU: 7802
- Hose & Gun SKU: 7804 or 7805
- Hose Splitter: 7826
- 25' Hose: 7825

Coverage rates and flash time may vary in colder temperatures.

Codes & Standards:

- **UL Classified:** Refer to UL Online Certification Directory for actual assemblies.



- **State of Florida Approved**



Visit gaf.com/QuickSpray

For additional information, contact Design Services at 1-877-423-7663 or designservices@gaf.com

We protect what matters most™





DRILL-TEC™ #12 FASTENER

Description

Drill-Tec™ #12 Fastener is designed to secure insulation to steel (18 ga. – 24 ga.) and wood. It is available in lengths from 1-5/8" – 8" (41.3 mm – 203 mm). The Drill-Tec™ Standard #12 Roofing Fastener is Factory Mutual and Miami-Dade County Product Control approved.

Application

The Drill-Tec™ #12 Fastener must penetrate steel decks a minimum of 3/4" (19.1 mm), wood plank decks a minimum of 1" (25.4 mm), and 1/2" (12.7 mm) through the underside for plywood decks. Using a screw gun, drive the fastener until the screw head is seated securely; with very rigid insulation boards, watch for the plate to dimple.

Note: Be careful not to overdrive the fastener and fracture the skin of the insulation. Fastener must be tight enough so that the plate doesn't turn.

For steel decks, Factory Mutual requires that the fastener penetrate the deck at the top flute.

To speed installation, this fastener is also available as a labor saving assembled screw and plate. See Drill-Tec ASAP® 3S.

Code Approvals



Advantages

- Heavier shank & thread diameters than most "standard" roofing fasteners.
- Deep buttress thread for high pull-out resistance.
- Extra sharp drill point for quick installation in new or reroof applications. Available with Hex Head or #3 Phillips Truss Head.

Plates & Accessories

- Use 3" (76 mm) steel or plastic plates, depending upon the application.
- For best installation results, use a variable speed 0-2500 rpm screw gun.

Specifications

The fastener will be a Drill-Tec™ #12 Fastener with a thread diameter of .220"

(5.58 mm). The fastener must have 12.5 buttress threads per inch (per 25.4 mm) and a 30° drill point. Also, the fastener must be heat treated per specification OMG-1. The Drill-Tec™ #12 Fastener will be used with a Factory Mutual-approved, Drill-Tec™ Round Pressure Plate or Pressure Bar. The fastener must be Factory Mutual approved.

Coating Requirement

The fastener will be coated with the Drill-Tec™ CR-10 corrosion-resistant coating. When subjected to 30 Kesternich cycles (DIN 50018), the fastener must show less than 15% red rust and surpass Factory Mutual Approval Standard 4470.

Note: ASAP® is a registered trademark of OMG.

Product Data

Thread Diameter	.220" (5.58 mm)
Head Diameter	
Truss Head	.435" (11.04 mm)
Hex Head	.390" (9.91 mm)
Head Style	#3 Phillips Truss Head* 1/4" (6.35 mm) Hex Head*
Coating	CR-10
#3 Phillips bit or Hex Head drive included in each bucket.	

Length	Thread Length	Packaging (Bucket)	Weight
1 7/8" (41.3 mm)	Full	1,000	12 lb (5.44 kg)
2 1/4" (57.1 mm)	Full	1,000	15 lb (7.71 kg)
3" (76 mm)	Full	1,000	24 lb (10.89 kg)
4" (102 mm)	3" (76 mm)	1,000	28 lb (12.70 kg)
5" (127 mm)	3" (76 mm)	1,000	35 lb (15.88 kg)
6" (152 mm)	4" (102 mm)	1,000	40 lb (18.14 kg)
7" (178 mm)	4" (102 mm)	1,000	48 lb (21.77 kg)
8" (203 mm)	4" (102 mm)	1,000	50 lb (22.68 kg)

Note: All sizes are nominal.

Drill-Tec™
#12 Fastener



Example: Drill-Tec™ #12 Fastener Length Selection Procedure

1. If applicable, determine thickness of existing roofing material.
2. Add thickness of new insulation.
3. Add 3/4" (19.1 mm) minimum fastener penetration.
4. If odd size requirement, always size up in length, not down. See example below.

Example

Existing Roofing:	1 3/4" (44.4 mm)
New Insulation:	+ 1/2" (12.7 mm)
Min. Embedment:	+ 3/4" (19.1 mm)
Total Fastening Range:	= 3" (76 mm)

The proper #12 Fastener for the example is 3 1/4" (82.6 mm).

Use this format to calculate correct fastener size:

Existing Roof:	
New Insulation:	+
Min. Embedment:	+ 3/4" (19.1 mm)
Total Fastening Range:	=

The proper #12 Fastener is:

GAF

DRILL-TEC™

STEEL AND PLASTIC PLATES

Stress Plates

Drill-Tec™ Steel Plates



Drill-Tec™ 2" (51 mm) Steel Wall Plate



Drill-Tec™ 2" (51 mm) Double-Barbed XHD Plate



Drill-Tec™ 2" (51 mm) GypTec® Plate



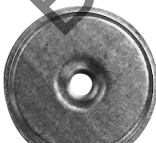
Drill-Tec™ 2 3/8" (60.3 mm) Barbed XHD Plate



Drill-Tec™ 2 3/4" (69.8 mm) Barbed XHD Plate



Drill-Tec™ 3" (76 mm) Steel (Galvalume®) Plate (Recessed)



Drill-Tec™ 3" (76 mm) Ribbed (Galvalume®) Plate (Flat)

Drill-Tec™ Plastic Locking Plate



Description

Drill-Tec™ Steel Plates are made of Galvalume® coated steel. The round design provides an even distribution of loads and eliminates sharp corners that can damage the insulation or membrane. Drill-Tec™ 2 3/8" (60.3 mm) and 2 3/4" (69.9 mm) Plates should be used for single-ply membranes for lap and seam attachments. Drill-Tec™ 3" (76 mm) Plates should be used for insulation and cover board attachment. These plates are designed to be used with Drill-Tec™ Fasteners.

Code Approvals



Physical Data

Drill-Tec™ 2" (51 mm) Steel Wall Plate

Application: Attaches EverGuard® membrane to base wall and around penetrations such as pipes and angle changes. (NOT for use as membrane seam plates in the field of the roof.)

Fastener: Drill-Tec™ #14, #15, or CD-10 Fasteners

Drill-Tec™ 2" (51 mm) Double-Barbed XHD Plate

Application: Attaches EverGuard® membrane to the substrate

Fastener: Drill-Tec™ #14 XHD, #15 Fasteners, and CD-10 Fasteners

Drill-Tec™ 2" (51 mm) GypTec® Plate

Application: Attaches EverGuard® membrane to gypsum and Tectum decks

Fastener: Drill-Tec™ Polymer GypTec® Fastener

Drill-Tec™ 2 3/8" (60.3 mm) Barbed XHD Plate

Application: Attaches EverGuard® membrane to the substrate

Fastener: Drill-Tec™ #14 XHD #15 Fasteners and CD-10 Fasteners

Drill-Tec™ 2 3/4" (69.9 mm) Barbed SXHD Plate

Application: Attaches EverGuard® membrane to the substrate

Fastener: Drill-Tec™ #14 and #15 SXHD (#21) Fasteners and CD-10 Fasteners

Drill-Tec™ 3" (76 mm) Steel (Galvalume®) Plate (Recessed)

Application: Attaches insulation to the substrate

Fastener: Drill-Tec™ Standard #12 Fasteners, #14 Fasteners, and #15 CD-10 Fasteners

Drill-Tec™ 3" (76 mm) Ribbed (Galvalume®) Plate (Flat)

Application: Attaches insulation to the substrate

Fastener: Drill-Tec™ Standard #12 Fasteners, #14 Fasteners, and #15 CD-10 Fasteners

Drill-Tec™ 3" (76 mm) LD (Lite-Deck) Plate

Application: Attaches insulation to gypsum, Tectum, and lightweight concrete decks

Fastener: Drill-Tec™ LD Fastener

Description

Drill-Tec™ 3" (76 mm) Plastic Locking Plate should be used when fastening insulation. All Drill-Tec™ Plates are round and designed to be used with Drill-Tec™ Fasteners.

Code Approvals



Physical Data

Drill-Tec™ 3" (76 mm) Plastic Locking Plate

Application: Attaches insulation to the substrate.

Fastener: Drill-Tec™ #12, #14 Fastener.

Note: GypTec® is a registered trademark of OMG.

Product Data

Plate	Application	Diameter	Packaging	Weight
Drill-Tec™ 2" Steel Wall Plate	Membrane (Wall/Penetration Only)	2" (51 mm)	1,000/Box	29 lb. (13.15 kg)
2" Barbed Plate	Membrane	2" (51 mm)	1,000/Bucket	29 lb. (13.15 kg)
2" Double-Barbed XHD Plate	Membrane	2" (51 mm)	1,000/Bucket	33 lb. (14.97 kg)
2" GypTec® Plate	Membrane	2" (51 mm)	1,000/Box	24 lb. (10.89 kg)
2 3/8" Barbed XHD Plate	Membrane	2 3/8" (60.3 mm)	1,000/Bucket	45 lb. (20.41 kg)
2 3/4" Barbed SXHD Plate	Membrane	2 3/4" (69.9 mm)	500/Bucket	37 lb. (16.78 kg)
3" Steel (Galvalume®) Plate	Insulation	3" (76 mm)	1,000/Box	37 lb. (16.78 kg)
3" LD Plate	Insulation	3" (76 mm)	500/Box	19 lb. (8.62 kg)

Product Data

Plate	Diameter	Packaging (Box)	Weight
3" (76 mm) Plastic Locking Plate	3 1/16" (80 mm)	1,000	25 lb. (11.34 kg)



EverGuard® Diamond Pledge™

NDL Roof Guarantee



OWNER OF BUILDING	GUARANTEE NUMBER
NAME OF BUILDING	PERIOD OF COVERAGE
ADDRESS OF BUILDING	DATE OF COMPLETION
AREA OF ROOF (SQUARES)	GUARANTEE EXPIRATION DATE
APPLIED BY	ROOF SPECIFICATION

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide “Edge To Edge” protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories, and metal flashings used by the contractor of record that were designed and installed in accordance with an appropriate ES-1 certified edge detail (the “GAF Roofing Materials”) resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuco® flashings are covered by this guarantee **ONLY** for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** either online at leakreporting.gaf.com, by email at guaranteeleak@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

- A. You must perform regular inspections and maintenance and keep records of this work.
- B. To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF-certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.
- C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not “ordinary wear and tear” or are beyond the control of GAF)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

- 1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-877-GAF-ROOF) or the failure to repair owner responsibility items.
- 2. Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered by an addendum to this guarantee.
- 3. Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
- 4. Damage to the roof constructed of the GAF Roofing Materials due to:
 - (a) movement, cracking, or other failure of the roof deck or building;
 - (b) improper installation or failure of any non-GAF insulation or materials;
 - (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed;
 - (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil;
 - (e) the failure of wood nailers to remain attached to the structure;
 - (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials;
 - (g) use of materials that are incompatible with the GAF Roofing Materials; or
 - (h) architectural, engineering, or design defects or flaws.
- 5. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF published application instructions.
- 6. Blisters in the GAF Roofing Materials that have not resulted in leaks.
- 7. Changes in the use of the building or any repairs, installation of any overburden, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless prior written approval is obtained from GAF.
- 8. Exposure to sustained high-temperature conditions; however, for systems utilizing EverGuard Extreme® TPO membrane, exposure in excess of 195°F.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the GAF Roofing Materials (or the plans for the roof), by GAF shall constitute any warranty of such plans, specifications or construction, or the suitability or code compliance of the GAF Roofing Materials for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee **MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE** that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceedings other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

By: _____

Authorized Signature

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

Visit gaf.com





SUBSTITUTION
REQUEST
(During the Bidding Phase)

Project: Rock Street Annex Roof Replacement Substitution Request Number: 01/24
From: Walco
To: Amanda Beilfuss- City of Fayetteville Date: 01/03/24
Re: Substitution for roofing A/E Project Number: _____
Contract For: Thermal and Moisture Protection

Specification Title: Thermoplastic Membrane Roofing Description: TPO
Section: 075400 Page: 3 Article/Paragraph: 2.01 A

Proposed Substitution: VERSIWELD 60MIL TPO
Manufacturer: Versico Roofing Systems Address: PO Box 1289 Carlisle, PA 17013 Phone: 800-992-7663
Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: Kenneth Kay
Signed by: Kenneth Kay
Firm: Walco
Address: 201 NW 63rd St, suite 225, OKC, OK 73116
Telephone: 405-810-0111

A/E's REVIEW AND ACTION

- ☒ Substitution approved - Make submittals in accordance with Specification Section 01330.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: Bulmer Date: 01/04/2024

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

VERSIWELD® TPO REINFORCED MEMBRANE



Overview

Versico's VersiWeld TPO reinforced membrane is a premium, heat-weldable, single-ply thermoplastic polyolefin (TPO) sheet designed for new roof construction and re-roofing applications. VersiWeld High Slope (HS) membrane is formulated with additional flame retardant for higher-slope fire code approvals. VersiWeld Plus is 80-mils thick for significantly higher strength and weatherability.

VersiWeld TPO membranes use advanced polymerization technology that combines the flexibility of ethylene-propylene (EP) rubber with the heat weldability of polypropylene. All VersiWeld TPO membranes include OctaGuard XT™, an industry-leading, state-of-the-art weathering package. OctaGuard XT technology enables VersiWeld TPO to withstand the extreme weatherability testing intended to simulate exposure to severe climates.

Physical properties of the membrane are enhanced by a strong polyester fabric that is encapsulated between the TPO-based top and bottom plies. The combination of the fabric and TPO plies provides high breaking and tearing strength, as well as excellent puncture resistance. The relatively smooth surface of the membrane produces a total surface fusion weld that results in consistent, watertight, monolithic roof assembly. The membrane is environmentally friendly and safe to install.

VersiWeld TPO Standard and HS membranes are available in highly reflective white, tan and gray, in both 45-mil and 60-mil. 80-mil VersiWeld Plus is also offered in white, gray and tan colors. Special Color VersiWeld HS TPO membranes are also available (see Versico TPO Color Palette brochure). Versico's TPO is offered in 4- and 6-ft perimeter sheets and 8-, 10- and 12-ft field sheets.

VersiWeld special color HS TPO membranes are available in limited sizes.

Versico's tan and white TPO membranes are ENERGY STAR®-qualified and California Title 24 compliant and can contribute toward LEED® (Leadership in Energy and Environmental Design) credits.

Labor Saving Features and Benefits: Optional APEEL™ Protective Film

- Versico's VersiWeld TPO reinforced membrane is available with APEEL Protective Film, saving time and labor by eliminating the need for roof cleaning upon project completion. Versico's innovative APEEL Protective Film can be left in place for up to 90 days without affecting the integrity of the film, guarding the TPO membrane's surface from scuffs and dirt accumulation during installation. Durable and easy to remove, APEEL Protective Film improves aesthetics and long-term reflectivity and is ideal for re-roofing, re-cover, and new construction projects.



Features and Benefits

- Outstanding puncture resistance
- Excellent fire resistant assemblies
- Environmentally friendly and stable formulation
- Excellent resistance to impact and low temperature
- Excellent chemical resistance to acids, bases and restaurant exhaust emissions
- UL 2218 Class 4 hail rating
- Exceptional resistance to heat, solar UV, ozone and oxidation
- Manufactured using a hot-melt extrusion process for complete scrim encapsulation
- 100% recyclable (refer to Versico's Recyclability Statement)
- Enhanced with the OctaGuard XT weathering package

- APEEL Protective Film guards the TPO membrane's surface from scuffs and dirt accumulation during installation, improving the roof system's appearance and long-term performance
- APEEL Protective Film can be left in place for up to 90 days without degrading due to its excellent heat- and UV-resistance



Installation

1. VersiWeld TPO roofing systems are quick to install, as minimal labor and few components are required. TPO systems are installed using an automatic heat welder, making sheet welding fast, clean, consistent, and easy to learn, while reducing strain on the roofing technician.
2. APEEL Protective Film should be removed from within areas that are to be heat-welded together. In areas

that do not require heat-welding, the APEEL Protective Film can be left in place for up to 90 days. When the installation of the entire TPO roofing system is complete, remove and discard the APEEL Protective Film.

3. **The Versico Mechanically Attached Roof System** installation starts by fastening the insulation with a minimum of 4 fasteners per 4' by 8' board. The membrane is mechanically fastened to the deck using HPVX Fasteners and HPVX Plates or HPV-XL Fasteners and HPV-XL Plates. Adjoining sheets of membrane are overlapped over the fasteners and plates and joined together with a minimum 1½"-wide (4 cm) hot-air weld.
4. **The Versico Fully Ahered Roofing System** installation begins by fastening the insulation at the required density necessary to meet the appropriate warranty or wind load requirement. The substrate and membrane are coated with an appropriate VersiWeld TPO bonding adhesive and the membrane is rolled into place.

REVIEW CURRENT VERSICO SPECIFICATIONS AND DETAILS FOR SPECIFIC INSTALLATION REQUIREMENTS.

TYPICAL PROPERTIES AND CHARACTERISTICS*

Physical Property	ASTM D6878 Requirement	45-mil	60-mil	80-mil
Tolerance on nominal thickness, % ASTM D751 test method	+15, -10	± 10	± 10	± 10
Thickness over scrim, in. (mm) ASTM D7635 optical method, average of 3 areas	0.015 min (0.380)	0.018 typ (0.457)	0.024 typ (0.610)	0.034 typ (0.864)
Breaking strength, lbf (kN) ASTM D751 grab method	220 (976 N) min	225 (1.0) min 320 (1.4) typ	250 (1.1) min 360 (1.6) typ	350 (1.6) min 425 (1.9) typ
Elongation break of reinforcement, % ASTM D751 grab method	15 min	15 min 25 typ	15 min 25 typ	15 min 25 typ
Tearing strength, lbf (N) ASTM D751 proc. B 8 in. x 8 in.	55 (245) min	55 (245) min 130 (578) typ	55 (245) min 130 (578) typ	55 (245) min 130 (578) typ
Brittleness point, °F (°C) ASTM D2137	-40 (-40) max	-40 (-40) max -50 (-46) typ	-40 (-40) max -50 (-46) typ	-40 (-40) max -50 (-46) typ
Linear dimensional change, % ASTM D1204, 6 hours at 158°F	± 1 max	± 1 max -0.2 typ	± 1 max -0.2 typ	± 1 max -0.2 typ
Ozone Resistance, no cracks 7X ASTM D1149, 100pphm, 168 hrs	PASS	PASS	PASS	PASS
Water absorption resistance, mass % ASTM D471 top surface only 166 hours at 158°F water	± 3.0 max	± 3.0 max 0.9 typ	± 3.0 max 0.9 typ	± 3.0 max 0.9 typ
Factory seam strength, lbf (N) ASTM D751 grab method	66 (290) min	66 (290) min	66 (290) min	66 (290) min
Field seam strength, lbf/in (kN/m) ASTM D1876 tested in peel	No requirement	25 (4.4) min 50 (8.8) typ	25 (4.4) min 60 (10.5) typ	40 (7.0) min 70 (12.3) typ
Water vapor permeance, perms ASTM E96 proc. B	No requirement	0.10 max 0.05 typ	0.10 max 0.05 typ	0.10 max 0.05 typ
Puncture resistance, lbf (kN) FTM 101C, method 2031 (see supplemental section)	No requirement	250 (1.1) min 325 (1.4) typ	300 (1.3) min 350 (1.6) typ	400 (1.8) min 450 (2.0) typ
Properties after heat aging ASTM D573, 32 weeks @ 240°F or 8 weeks @ 275°F No cracking when bent around 3" diameter mandrel Weight change, %	PASS No cracking ± 1.5 max	PASS No cracking 1.0 max	PASS No cracking 1.0 max	PASS No cracking 1.0 max
Typical Weights		0.23 (1.1)	0.29 (1.4)	0.40 (2.0)

Typical properties and characteristics are based on samples tested and are not guaranteed for all samples of this product. This data and information is intended as a guide and does not reflect the specification range for any particular property of this product.

Precautions

1. Sunglasses that filter out ultraviolet light are strongly recommended as tan and white surfaces are highly reflective. Roofing technicians should dress appropriately and wear sunscreen.
2. Surfaces may become slippery due to frost and ice buildup. Exercise caution during cold conditions to prevent falls.
3. Care must be exercised when working close to a roof edge when surrounding area is snow-covered as the roof edge may not be clearly visible.
4. Use proper stacking procedures to ensure sufficient stability of the rolls.
5. Exercise caution when walking on wet membrane. Membranes may be slippery when wet.
6. Store membrane in the original undisturbed plastic wrap in a cool, shaded area and cover the light-colored, breathable, waterproof tarpaulins. Membrane that has been exposed to the weather must be prepared with Weathered Membrane Cleaner prior to hot-air welding.
7. Take care not to stand or place heavy objects on the edge of folded-over membrane, as this could cause a hard crease in the membrane.
8. Maximum sustained temperature not to exceed 160°F (71°C) for TPO membrane.
9. Do not use razor blades or other sharp tools to cut the APEEL Protective Film while it is still adhered to the TPO membrane as damage to the underlying membrane may occur. Pull the protective film away from the membrane prior to cutting.
10. Remove APEEL Protective Film by pulling toward the center of the roof. Do not remove the film by pulling toward the roof edge.
11. A static electric charge may develop when removing APEEL Protective Film from the surface of the membrane sheet. To avoid the possibility of ignition, lids must be closed on any flammable products and a fire extinguisher should be readily available.
12. Color membranes will 'fade' over time mainly due to the ultraviolet portion of sunlight. Since most roof surfaces are exposed to variable sunlight, some areas will be more susceptible to color changes caused by UV fading. Warranties for color membranes do not cover fading of colors.

Extreme Testing for Severe Climates

ASTM Standard D6878 is the material specification for Thermoplastic Polyolefin-Based Sheet Roofing. It covers material property requirements for TPO roof sheeting and includes initial and aged properties after heat and xenon-arc exposure. As stated in the scope of the standard, "the tests and property limits used to characterize the sheet are values intended to ensure minimum quality for the intended purpose." Versico's goal is to produce TPO that delivers maximum performance for the intended purpose of roofing membranes. Maximum performance requires the membrane to far exceed the requirements of ASTM D6878.

Heat Aging accelerates the oxidation rate that roughly doubles for each 18°F (10°C) increase in roof membrane temperature. Oxidation (reaction with oxygen) is one of the primary chemical degradation mechanisms of roofing materials.

VERSICO EXTREME TESTING – HEAT AGING

	ASTM Requirement	VersiWeld Requirement
ASTM TEST	240°F	32 weeks*
		>128 weeks
Heat exposure comparable to 3,120 weeks (60 years) at 185°F for 8 hours/day.		

- Test specimen is 2" by 6" piece of 45-mil membrane unbacked, placed in a circulating hot-air oven.
- Criterion – no visible cracks after bending aged test specimen around 3"-diameter mandrel.

Q-Trac testing combines accelerated weathering with real world conditions using an array of ten mirrors to reflect and concentrate full spectrum sunlight onto membrane test specimens. The Q-Trac device automatically tracks the sun's path from morning to night. Also, it adjusts to compensate for seasonal changes in the sun's altitude. Eight years in Q-Trac testing is equal to 40 years of real-world exposure. Versico requires its VersiWeld TPO membranes to pass the equivalent of 40 years of exposure in the Q-Trac.

VERSICO EXTREME TESTING – Q-TRAC

ASTM TEST	ASTM D6878 REQUIREMENT	VersiWeld Requirements
N/A	N/A	Equivalent of 40 years of exposure

Environmental Cycling subjects the membrane to repeated cycles of heat aging, hot-water immersion and xenon-arc exposure.

- ASTM requirement - none
- Versico EXTREME test*:
 - 10 days heat aging at 240°F (116°C) followed by
 - 5 days water immersion at 158°F (70°C) followed by
 - 5,040 kJ/m² (2000 hrs at 0.70 W/m² irradiance) xenon-arc exposure

*Test specimen is 2.75" by 5.5" piece of membrane with edges sealed.

*Criterion - after 3 complete cycles, test specimens shall remain flexible and not have any cracking under 10x magnification while wrapped around a 3"-diameter mandrel.

Supplemental Approvals, Statements and Characteristics:

1. VersiWeld TPO meets or exceeds the requirements of ASTM D6878 Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing.
2. Radiative properties for ENERGY STAR, Cool Roof Rating Council (CRRC) and LEED.
3. VersiWeld TPO membranes conform to requirements of the US E.P.A. Toxic Leachate Test (40 CFR part 136) performed by an independent analytical laboratory.
4. VersiWeld TPO was tested for dynamic puncture resistance per ASTM D5635-04 using the most recently modified impact head. 45-mil was watertight after an impact energy of 12.5 J (9.2 ft-lbf) and 60-mil was watertight after 22.5 J (16.6 ft-lbf). The 80-mil was watertight after an impact energy of 30.0 J (22.1 ft-lbf).
5. NSF-P151 Certification for rainwater catchment system components.
 - Plant 91/White Only

LEED INFORMATION

Pre-consumer Recycled Content	10%
Post-consumer Recycled Content	0%
Manufacturing Location	Senatobia, MS Tooele, UT Carlisle, PA
Solar Reflective Index (SRI)	White: 99 Tan: 86

RADIATIVE PROPERTIES FOR ENERGY STAR* AND LEED*

	Test Method	White TPO	Tan TPO	Gray TPO
ENERGY STAR initial solar reflectance	Solar Spectrum Reflectometer	0.79	0.71	N/A
ENERGY STAR initial solar reflectance after 3 years	Solar Spectrum Reflectometer (uncleaned)	0.70	0.64	N/A
CRRC initial solar reflectance	ASTM C1549	0.79	0.71	0.46
CRRC solar reflectance after 3 years	ASTM C1549 (uncleaned)	0.70	0.64	0.43
CRRC initial thermal emittance	ASTM C1371	0.90	0.86	0.89
CRRC thermal emittance after 3 years	ASTM C1371 (uncleaned)	0.86	0.87	0.88
LEED thermal emittance	ASTM E408	0.90	0.86	0.85
Solar Reflectance Index (SRI) initial	ASTM E1980	99	86	53
Solar Reflectance Index (SRI) 3 years aged		85	77	48

RADIATIVE PROPERTIES (INITIAL) FOR SPECIAL COLORS

	Reflectance	Emittance	SRI
Medium Bronze	0.28	0.86	29
Rock Brown	0.25	0.87	26
Slate Gray	0.38	0.87	42
Terra Cotta	0.25	0.86	25
Patina Green	0.25	0.88	25

Solar Reflectance Index (SRI) is calculated per ASTM E1980. The SRI is a measure of the roof's ability to reject solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is 0 and a standard white (reflectance 0.80, emittance 0.90) is 100. Materials with the highest SRI values are the coolest choices for roofing. Due to the way SRI is defined, particularly hot materials can even take slightly negative values and particularly cool materials can even exceed 100.

VERSICO TOTAL ROOFING SYSTEM WARRANTY

VSW-1

Rev 01/15

Versico, a division of Carlisle Construction Materials Incorporated (Versico), warrants to the Building Owner (**Owner**) of the building described below, that subject to the terms, conditions, and limitations stated in this warranty, Versico will repair any leak in the Versico Total Roofing System (**Versico Total Roofing System**) installed by a Versico Authorized Roofing Contractor for a period of years commencing with the date of Versico's acceptance of the Versico Total Roofing System installation. However, in no event shall Versico's obligations extend beyond years subsequent to the date of substantial completion of the Versico Total Roofing System. See below for exact date of warranty expiration.

The Versico Total Roofing System is defined as the following Versico brand Materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Versico brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Versico Total Roofing System. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.

2. If, upon inspection, Versico determines that the leak is caused by defects in the Versico Total Roofing System's materials, or workmanship of the Versico Authorized Roofing Contractor in installing the same, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak.

3. This Warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:

(a) The Versico Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of mph or higher measured at 10 meters above ground, or

(b) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or:

(c) The Versico Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.

(d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Total Roofing System; or

(e) Acids, oils, harmful chemicals and the like come in contact with the Versico Total Roofing System and cause a leak, or otherwise damage the Versico Total Roofing System.

(f) The Versico Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.

4. This Warranty shall be null and void if any of the following shall occur:

(a) If, after installation of the Versico Total Roofing System by a Versico Authorized Roofing Contractor, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Versico; or

(b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Versico's Care & Maintenance Information sheet which accompanies this Warranty.

5. Only Versico brand insulation products are covered by this warranty. Versico specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Versico brand insulation products.

6. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.

7. Versico shall have no obligation under this Warranty while any bills for installation, supplies, services, and warranty charges have not been paid in full to the Versico Authorized Roofing Contractor, Versico, or material suppliers.

8. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Versico shall not be responsible for the cleanliness or discoloration of the Versico Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.

10. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Versico representative.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

OWNER:

BUILDING :

ROOFER:

DATE INSTALLATION COMPLETED :

DATE OF ACCEPTANCE BY VERSICO :

WARRANTY EXPIRATION DATE :

WARRANTY NUMBER:

VERSICO, a division of Carlisle Construction Materials Incorporated

BY _____

P.O. Box 1289 Carlisle, PA 17013
(800) 992-7663 (717) 960-4035 FAX



Appendix A
23-48, Construction - Rock Street
Annex Roof Replacement
City of Hood River



Appendix A
Bid 23-48, Construction - Rock Street
Annex Roof Replacement
City Issued Bid



Annex Road, Rock Street
Bid 23-48, Construction
Annex Roof Replacement
City Issued Bid

Bid 23-48, Addendum 3



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday, January 11, 2024

To: All Prospective Vendors

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

RE: Bid 23-48, Construction – Rock Street Annex 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 answered and received by the corresponding department:

- a. Question: Is the project for a roof tear-off or a cover over?
 - i. Answer: Tear-off
- b. Question: Has there been any pull-out test or verification that metal deck under lightweight concrete is 22 gauge or thicker, or that it meets the parameters for mechanically fastening the insulation & cover board to deck to meet FM 1-90 standards?
 - i. Answer: The existing metal roof deck thickness is 20-gauge. No pull-out test has been performed.
- c. Question: Addendum states the Fascia metal to be protected and remain, the roof thickness will increase by 2.5" are we to add a new one to cover the difference in new elevations?
 - i. Answer: Yes, Contractor shall be responsible for a new prefinished metal fascial that laps over the face of the existing metal fascia. See detail 2-A1.04



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Waylon Abernathy, Bond Projects & Construction Dir
Paul Becker, Chief Financial Officer
FROM: Quin Thompson, Facilities & Bldg Maint Manager
SUBJECT: **SEVEN HILLS HOMELESS CENTER:**

RECOMMENDATION:

Staff recommends approval of a contract with Seven Hills Homeless Center in the amount of \$40,000 for the 2023 fiscal year for capital improvements at the Walker Family Residential Community.

BACKGROUND:

Each year since 2017 the City Council has passed resolutions approving contracts to provide funding assistance for repairs at the Walker Family Residential Community. As in previous years. Seven Hills and Facilities Management have outlined several items for repair or replacement to help support their programs. Improvements completed in 2023 included renovation of one family unit, security upgrades to doors, and two new HVAC systems.

DISCUSSION:

A request for capital improvements at the WFRC was included in the 2024 CIP budget approved by City Council. The amount of that request totaled \$40,000. The contract provides for the disbursement of this appropriation upon evidence of a contract or purchase commitment for work as approved by the Facilities Maintenance Manager. This will ensure that the projects funded will be those identified and agreed upon by both Seven Hills and the City. Items identified for 2024 include installing new windows in the dorm and fire alarm upgrades. It is recommended that Seven Hills generally follow City selection rules for third party contracts.

BUDGET/STAFF IMPACT:

This project is funded by Sales Tax Capital Improvement funds.

Staff recommends approval of a contract with Seven Hills Homeless Center in the amount of \$40,000 for the 2023 fiscal year for capital improvements at the Walker Family Residential Community.

ATTACHMENTS: SRF (#3), 2024 Signed Contract (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1738

SEVEN HILLS HOMELESS CENTER:

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$40,000.00 FOR MAINTENANCE AND REPAIRS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY COMPLEX IN 2024

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Seven Hills Homeless Center to provide funding assistance in the amount of \$40,000.00 for maintenance and repairs at the Walker Family Residential Community complex in 2024.

City of Fayetteville Staff Review Form

2024-1738

Item ID

5/3/2024

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

Quin Thompson

3/5/2024

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Seven Hills Homeless Center in the amount of \$40,000 for the 2023 fiscal year for capital improvements at the Walker Family Residential Community.

Budget Impact:

4470.140.8900-5400.00

Sales Tax Capital

Account Number

Fund

18004.1

7-Hills Walker Family Residential Facility

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 40,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 40,000.00

Does item have a direct cost? Yes

Item Cost

\$ 40,000.00

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 BUILDING REPAIR AND MAINTENANCE
Between the City of Fayetteville, Arkansas and Seven Hills Homeless Center

THIS CONTRACT is made by and between the City of Fayetteville, Arkansas (“City”) and Seven Hills Homeless Center (“Seven Hills”), and the parties agree as follows:

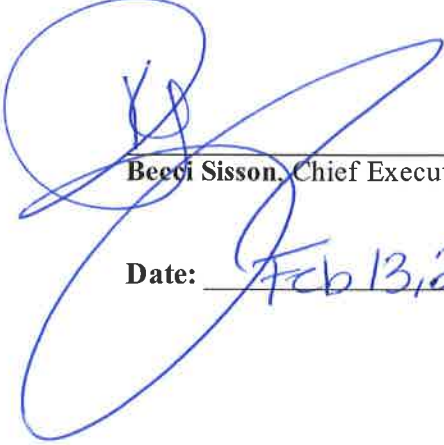
1. **Term.** The term of this contract shall begin March 5, 2024 and end December 31, 2024.
2. **City of Fayetteville’s Rights and Responsibilities.**
 - a. City shall provide the amount of \$40,000.00 for building repair and maintenance subject to the following conditions:
 - i. Funds shall be used only for items critically needed as identified and approved by the City’s Facilities & Building Construction Manager.
 - ii. City may disburse funds prior to commencement of a repair or maintenance project only upon a request that is supported by a valid contract or purchase order with a third party vendor on as needed basis approved in writing by the City’s Facilities & Building Construction Manager or the City’s Chief Financial Officer.
 - iii. City may reimburse Seven Hills for completed repair or maintenance work that was approved in writing prior to commencement of the work by the City’s Facilities & Building Construction Manager or the City’s Chief Financial Officer
 - iv. Repair and maintenance work funded by the City shall be limited to the Walker Family Residential Community complex.
 - b. City, through its Purchasing Division, will be available for consultation by Seven Hills to ensure City policies for quotes and bids are followed correctly.
3. **Seven Hills Homeless Center’s Rights and Responsibilities.**
 - a. Seven Hills shall comply with the City’s purchasing policies for contracts and expenditures of \$1,000.00 or more, including:
 - i. Obtaining at least three written quotes for any contract or expenditure between \$1,000.00 and \$20,000.00; and
 - ii. Advertising for bids for any contract or expenditure over \$20,000.00.
 - b. Seven Hills shall use the funds provided by the City only for the uses set forth in paragraph 2 above.
 - c. Seven Hills shall submit quarterly reports (due no later than March 31, June 30, September 30 and December 31, 2024) to the City’s Facilities & Building Construction Manager detailing:
 - i. The status of repair and maintenance projects being funded by the City; and
 - ii. A full accounting of the funds received by Seven Hills from the City pursuant to this contract through the date of the report.

- d. Seven Hills shall run its facilities and programs in an appropriate manner and shall continue to provide the same level of services to the community as has been provided during year prior to the execution of this contract.
 - e. Seven Hills shall promptly notify the City of any repair or maintenance issues of which it becomes aware during the term of this contract.
4. **Contract Amendments.** Changes, modifications or amendments to the scope, price or fees dictated by this Contract shall not be allowed without a prior formal Contract amendment approved by the Mayor and the City Council of Fayetteville and by the authorized agent of Seven Hills Homeless Center in advance of the change.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth below.

SEVEN HILLS HOMELESS CENTER

CITY OF FAYETTEVILLE,
ARKANSAS


Beevi Sisson, Chief Executive Officer

Lioneld Jordan, Mayor

Date: Feb 13, 2024

Date: _____

ATTEST:

Kara Paxton City Clerk



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **Approval of a contract in the amount of \$789,747.50.00 with Benchmark Construction Company of NWA, INC. for the construction of the North Street Corridor Improvements Project Phase 1, approval of a project contingency of \$80,000.00 and approval of a budget adjustment.**

RECOMMENDATION:

Staff recommends approval of a contract in the amount of \$789,747.50.00 with Benchmark Construction Company of NWA, INC. for the construction of the North Street Corridor Improvements Project Phase 1, approval of a project contingency of \$80,000.00 and approval of a budget adjustment.

BACKGROUND:

This 2019 Transportation Bond Project extends along North Street from Garland Avenue to Mission Boulevard. This corridor is an important east-west route for commuter traffic, that runs through existing neighborhoods. The project includes a mix of congestion relief, capacity improvements, pedestrian and bicycle facilities that will address issues for all users. The City Council approved a design contract with McClelland Consulting Engineers in March of 2021.

Phase 1 of the corridor includes improvements to the intersection with North Street and N. College Avenue. The improvements include the addition of a dedicated left turn lane on the east leg of the intersection, crosswalks, pavement overlay, striping and signal updates.

DISCUSSION:

On February 7, 2024, the City received two (2) construction bids for this project. Benchmark Construction Company of NWA, Inc. submitted the low bid of \$789,747.50 for the total bid. Engineering staff recommends awarding this contract to Benchmark Construction Company of NWA, Inc. The contract time is 150 days (5 months) for substantial completion.

BUDGET/STAFF IMPACT:

The roadway improvements are funded by the 2019 Transportation Bond Program.

ACCOUNT	PROJECT	AMOUNT
4702.860.7223-5809.0046020.7223		\$ 789,747.50
4702.860.7223-5911.9946020.7223		\$ 80,000.00

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), BA (#4), Benchmark Construction Contract (#5), Bid 24-21, Submittal - Benchmark Construction Company of NWA, Inc. - E (#6), Bid 24-21, Bid Tab - Final (#7), North and College Int Plan (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1737

Approval of a contract in the amount of \$789,747.50.00 with Benchmark Construction Company of NWA, INC. for the construction of the North Street Corridor Improvements Project Phase 1, approval of a project contingency of \$80,000.00 and approval of a budget adjustment.

A RESOLUTION TO APPROVE A CONTRACT WITH BENCHMARK CONSTRUCTION COMPANY OF NWA, INC. IN THE AMOUNT OF \$789,747.50 FOR THE CONSTRUCTION OF THE NORTH STREET CORRIDOR IMPROVEMENTS PROJECT PHASE 1, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$80,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 STREET IMPROVEMENT BOND PROJECT

WHEREAS, Phase 1 improvements include the addition of a dedicated left turn lane on the east leg of the intersection, crosswalks, pavement overlay, striping and signal updates.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract with Benchmark Construction Company of NWA, Inc. in the amount of \$789,747.50 for the construction of the North Street Corridor Improvements Project Phase 1, and further approves a project contingency in the amount of \$80,000.00.

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 Resolution.

City of Fayetteville Staff Review Form

2024-1737

Item ID

3/5/2024

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

Matt Casey

2/12/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$789,747.50.00 with Benchmark Construction Company of NWA, INC. for the construction of the North Street Corridor Improvements Project Phase 1, approval of a project contingency of \$80,000.00 and approval of a budget adjustment.

Budget Impact:

4702.860.7223-5809.00

Street Project 2022 Bonds

Account Number

Fund

46020.7223

North St Garland to Mission

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 117,035.00

Expenses (Actual+Encum)

\$ 14,456.00

Available Budget

\$ 102,579.00

Does item have a direct cost? Yes

Item Cost

\$ 869,747.50

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 869,748.00

Remaining Budget

\$ 102,579.50

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Item Cost includes project contingency.

Budget Year	Division	Adjustment Number
2024	ENGINEERING (621) /Org2 Requestor: Matt Casey	

Approval of a contract in the amount of \$789,747.50.00 with Benchmark Construction Company of NWA, INC. for the construction of the North Street Corridor Improvements Project Phase 1, approval of a project contingency of \$80,000.00 and approval of a budget adjustment.

	COUNCIL DATE:	3/5/2024
	ITEM ID#:	2024-1737
		<i>Holly Black</i>
		<i>2/12/2024 9:53 AM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: NORTH STREET IMPROVEMENTS

Contract No.: Bid # 24-21, Construction – Phase 1 – College Avenue Intersection

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The widening and construction of a turn lane on the east leg of the North Street and College Avenue Intersection, sidewalk/trail, the realignment of a portion of cast-in-place concrete retaining wall, signalization updates, associated earthworks, curb and gutter, drainage, and miscellaneous related items.

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

Open burning and/or blasting are not allowed on City projects.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

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

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by McClelland Consulting Engineers, Inc. who assumes all duties and responsibilities, and has the rights and authority assigned to the Engineer by the City of Fayetteville in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within 150 consecutive calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within 180 consecutive calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER

DOCUMENT 00500 – AGREEMENT (continued)

as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

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

1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

- a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

DOCUMENT 00500 – AGREEMENT (continued)

- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - 2. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques,

DOCUMENT 00500 – AGREEMENT (continued)

sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:
NORTH STREET IMPROVEMENTS – Phase 1 College Avenue Intersection
 - 8. Addenda numbers ____ inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

DOCUMENT 00500 – AGREEMENT (continued)

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20____, which is the Effective Date of the Agreement.

CONTRACTOR:

CITY OF FAYETTEVILLE

By: STEVE SMITH

By: Lioneld Jordan

(Type or legibly print)



(Signature)

(Signature)

Title: CEO

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest _____

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. _____

Agent for Service of process

(Type or legibly print)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

END OF DOCUMENT 00500



Bid 24-21 Addendum 1

Benchmark Construction Company

Benchmark Construction Company of NWA, Inc.

Supplier Response

Event Information

Number: Bid 24-21 Addendum 1
Title: Construction - North Street Improvements (Phase 1)
Type: Invitation to Bid
Issue Date: 1/14/2024
Deadline: 2/7/2024 02:00 PM (CT)
Notes: The City of The City of Fayetteville is accepting sealed bids from properly licensed firms for the widening and construction of a turn lane on the east side of the North Street and College Avenue Intersection, sidewalk/trail, realignment of a portion of retaining wall, signalization updates, associated earthworks, curb and gutter, drainage, and miscellaneous related items. 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

Benchmark Construction Company Information

Contact: Steve Smith
Address: 333 W. POPLAR ST., STE A
Fayetteville, AR 72703
Phone: (479) 251-1316
Email: benchmarkconst@att.net
Web Address: None

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

Stephen Smith
Signature

benchmarkconst@att.net
Email

Submitted at 2/7/2024 12:16:14 PM (CT)

Requested Attachments

Bid 24-21, Required Signature Forms

Bid 24-21, FILE #00 - REQUIRED
SIGNATURE FORMS AND
QUALIFICATION STATEMENT.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 24-21, 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 Arkansas Secretary of State Filing Number:

10032984

2 Arkansas Contractor License Number:

0033500524

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 ROADWAY CONSTRUCTION CONTROL**

Quantity: 1 UOM: LS Price: \$17,427.00 Total: \$17,427.00

2 BONDS & INSURANCE

Quantity: 1 UOM: LS Price: \$20,900.00 Total: \$20,900.00

3 ACT 291- TRENCH AND EXCAVATION SAFETY SYSTEMS

Quantity: 1 UOM: LS Price: \$680.00 Total: \$680.00

4 CLEARING, GRUBBING, AND DEMOLITION

Quantity: 1 UOM: LS Price: \$89,430.00 Total: \$89,430.00

5 EROSION CONTROL

Quantity: 1 UOM: LS Price: \$3,210.00 Total: \$3,210.00

6 TRAFFIC CONTROL AND MAINTENANCE

Quantity: 1 UOM: LS Price: \$125,810.00 Total: \$125,810.00

7 MOBILIZATION (STREET AND DRAINAGE, 5% MAX TOTAL BID AMOUNT)

Quantity: 1 UOM: LS Price: \$19,100.00 Total: \$19,100.00

8 UNDERCUT AND BACKFILL (ALLOWANCE)

Quantity: 150 UOM: CY Price: \$59.27 Total: \$8,890.50

9 ROCK EXCAVATION (ALLOWANCE)

Quantity: 15 UOM: CY Price: \$382.67 Total: \$5,740.05

10 UNCLASSIFIED EXCAVATION (PLAN QUANTITY)

Quantity: 700 UOM: CY Price: \$25.59 Total: \$17,913.00

1 1	SELECT EMBANKMENT (ALLOWANCE)	Quantity: <u>400</u> UOM: <u>CY</u>	Price: <u>\$46.70</u>	Total: <u>\$18,680.00</u>
1 2	EMBANKMENT (PLAN QUANTITY)	Quantity: <u>500</u> UOM: <u>CY</u>	Price: <u>\$42.46</u>	Total: <u>\$21,230.00</u>
1 3	SUBGRADE PREPARATION (PLAN QUANTITY)	Quantity: <u>434</u> UOM: <u>SY</u>	Price: <u>\$6.66</u>	Total: <u>\$2,890.44</u>
1 4	4" TOPSOIL PLACEMENT	Quantity: <u>430</u> UOM: <u>SY</u>	Price: <u>\$6.28</u>	Total: <u>\$2,700.40</u>
1 5	8" (HDPE)	Quantity: <u>33</u> UOM: <u>LF</u>	Price: <u>\$206.06</u>	Total: <u>\$6,799.98</u>
1 6	(24") Nyloplast Drain Basin	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$4,210.00</u>	Total: <u>\$8,420.00</u>
1 7	(6") Aggregate Base Course (Class 7)	Quantity: <u>434</u> UOM: <u>SY</u>	Price: <u>\$28.06</u>	Total: <u>\$12,178.04</u>
1 8	(2") Asphalt Concrete Hot Mix Surface Course (ACHMSC)	Quantity: <u>2</u> UOM: <u>TON</u>	Price: <u>\$675.00</u>	Total: <u>\$1,350.00</u>
1 9	(3") Asphalt Concrete Hot Mix Surface Course (ACHMSC)	Quantity: <u>306</u> UOM: <u>TON</u>	Price: <u>\$310.72</u>	Total: <u>\$95,080.32</u>
2 0	CONCRETE CURB AND GUTTER (INCLUSIVE OF MODIFIED CURB & GUTTER)	Quantity: <u>562</u> UOM: <u>LF</u>	Price: <u>\$49.61</u>	Total: <u>\$27,880.82</u>
2 1	CONCRETE CURB (VERTICAL)	Quantity: <u>22</u> UOM: <u>LF</u>	Price: <u>\$50.29</u>	Total: <u>\$1,106.38</u>
2 2	4" THICK CONCRETE SIDEWALK (WIDTH VARIES, INCLUDES CONCRETE INFILL AREA BETWEEN CURB AND SIDEWALK)	Quantity: <u>13</u> UOM: <u>SY</u>	Price: <u>\$151.00</u>	Total: <u>\$1,963.00</u>
2 3	4" THICK CONCRETE TRAIL (WIDTH VARIES, DETAIL TR5)	Quantity: <u>283</u> UOM: <u>SY</u>	Price: <u>\$92.22</u>	Total: <u>\$26,098.26</u>
2 4	6" THICK CONCRETE PAVEMENT (WIDTH VARIES)	Quantity: <u>65</u> UOM: <u>SY</u>	Price: <u>\$117.98</u>	Total: <u>\$7,668.70</u>
2 5	6" THICK CONCRETE PAVEMENT (FOR PARKING LOT REPAIR, DETAIL 25H)	Quantity: <u>6</u> UOM: <u>SY</u>	Price: <u>\$135.06</u>	Total: <u>\$810.36</u>

26	8" THICK CONCRETE PAVEMENT (FOR STREET WIDENING, DETAIL ST5)	Quantity: <u>177</u> UOM: <u>SY</u>	Price: <u>\$96.41</u>	Total: <u>\$17,064.57</u>
27	CONCRETE DRIVEWAY APRONS	Quantity: <u>39</u> UOM: <u>SY</u>	Price: <u>\$103.92</u>	Total: <u>\$4,052.88</u>
28	8" CONCRETE RETAINING WALL	Quantity: <u>26</u> UOM: <u>LF</u>	Price: <u>\$582.81</u>	Total: <u>\$15,153.06</u>
29	SEEDING AND MULCHING	Quantity: <u>1</u> UOM: <u>ACRE</u>	Price: <u>\$8,780.00</u>	Total: <u>\$8,780.00</u>
30	SOLID SOD	Quantity: <u>109</u> UOM: <u>SY</u>	Price: <u>\$9.30</u>	Total: <u>\$1,013.70</u>
31	ADDITIONAL WATERING	Quantity: <u>10</u> UOM: <u>MG</u>	Price: <u>\$261.22</u>	Total: <u>\$2,612.20</u>
32	6" PAVEMENT MARKING (THERMOPLASTIC)	Quantity: <u>1068</u> UOM: <u>LF</u>	Price: <u>\$3.38</u>	Total: <u>\$3,609.84</u>
33	8" PAVEMENT MARKING (THERMOPLASTIC)	Quantity: <u>67</u> UOM: <u>LF</u>	Price: <u>\$5.40</u>	Total: <u>\$361.80</u>
34	12" PAVEMENT MARKING (THERMOPLASTIC)	Quantity: <u>96</u> UOM: <u>LF</u>	Price: <u>\$10.81</u>	Total: <u>\$1,037.76</u>
35	24" PAVEMENT MARKING (THERMOPLASTIC)	Quantity: <u>710</u> UOM: <u>LF</u>	Price: <u>\$21.62</u>	Total: <u>\$15,350.20</u>
36	TURN ARROW MARKING (THERMOPLASTIC)	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$472.85</u>	Total: <u>\$945.70</u>
37	HANDICAP ACCESS RAMP	Quantity: <u>76</u> UOM: <u>SY</u>	Price: <u>\$108.31</u>	Total: <u>\$8,231.56</u>
38	CAST-IN-PLACE DETECTABLE WARNING PANEL	Quantity: <u>80</u> UOM: <u>SF</u>	Price: <u>\$52.99</u>	Total: <u>\$4,239.20</u>
39	PROJECT SIGNS	Quantity: <u>1</u> UOM: <u>EA</u>	Price: <u>\$1,351.00</u>	Total: <u>\$1,351.00</u>
40	STEEL HANDRAIL (AMERISTAR OR APPROVED EQUAL)	Quantity: <u>10</u> UOM: <u>LF</u>	Price: <u>\$391.05</u>	Total: <u>\$3,910.50</u>
41	COLD MILLING ASPHALT	Quantity: <u>1331</u> UOM: <u>SY</u>	Price: <u>\$12.18</u>	Total: <u>\$16,211.58</u>

4 2	COLD MILLING CONCRETE	Quantity: <u>205</u> UOM: <u>SY</u>	Price: <u>\$39.54</u>	Total: <u>\$8,105.70</u>
4 3	CONCRETE STAIRS	Quantity: <u>2</u> UOM: <u>SY</u>	Price: <u>\$1,699.56</u>	Total: <u>\$3,399.12</u>
4 4	ADJUST RIM ELEVATION OF EXISTING SEWER MANHOLE (OVER 18")	Quantity: <u>1</u> UOM: <u>EA</u>	Price: <u>\$4,598.00</u>	Total: <u>\$4,598.00</u>
4 5	FEEDER WIRE	Quantity: <u>1000</u> UOM: <u>LF</u>	Price: <u>\$2.70</u>	Total: <u>\$2,700.00</u>
4 6	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)	Quantity: <u>1</u> UOM: <u>EA</u>	Price: <u>\$2,040.00</u>	Total: <u>\$2,040.00</u>
4 7	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$2,364.00</u>	Total: <u>\$4,728.00</u>
4 8	TRAFFIC SIGNAL LENS, LED RETROFIT, (12" RED ARROW)	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$155.00</u>	Total: <u>\$310.00</u>
4 9	TRAFFIC SIGNAL LENS, LED RETROFIT, (12" YELLOW ARROW)	Quantity: <u>4</u> UOM: <u>EA</u>	Price: <u>\$148.00</u>	Total: <u>\$592.00</u>
5 0	REMOVE AND RELOCATE TRAFFIC SIGNAL HEAD	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$445.00</u>	Total: <u>\$890.00</u>
5 1	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$1,148.00</u>	Total: <u>\$2,296.00</u>
5 2	PEDESTRIAN PUSH BUTTON	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$635.00</u>	Total: <u>\$1,270.00</u>
5 3	NON-METALLIC CONDUIT (3")	Quantity: <u>23</u> UOM: <u>LF</u>	Price: <u>\$47.93</u>	Total: <u>\$1,102.39</u>
5 4	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	Quantity: <u>1946</u> UOM: <u>LF</u>	Price: <u>\$4.73</u>	Total: <u>\$9,204.58</u>
5 5	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)	Quantity: <u>246</u> UOM: <u>LF</u>	Price: <u>\$8.11</u>	Total: <u>\$1,995.06</u>
5 6	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	Quantity: <u>393</u> UOM: <u>LF</u>	Price: <u>\$13.51</u>	Total: <u>\$5,309.43</u>
5 7	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (40')	Quantity: <u>1</u> UOM: <u>EA</u>	Price: <u>\$55,391.00</u>	Total: <u>\$55,391.00</u>

58	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$6,890.00 </u>	Total: <u> \$6,890.00 </u>
59	VIDEO CABLE	Quantity: <u> 584 </u> UOM: <u>LF</u>	Price: <u> \$2.03 </u>	Total: <u> \$1,185.52 </u>
60	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)	Quantity: <u> 405 </u> UOM: <u>LF</u>	Price: <u> \$2.84 </u>	Total: <u> \$1,150.20 </u>
61	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.)	Quantity: <u> 160 </u> UOM: <u>LF</u>	Price: <u> \$1.76 </u>	Total: <u> \$281.60 </u>
62	ELECTRICAL CONDUCTORS FOR LUMINAIRES	Quantity: <u> 434 </u> UOM: <u>LF</u>	Price: <u> \$3.65 </u>	Total: <u> \$1,584.10 </u>
63	LED LUMINAIRE ASSEMBLY	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1,283.00 </u>	Total: <u> \$1,283.00 </u>
64	PEDESTRIAN PUSH BUTTON REPLACEMENT	Quantity: <u> 5 </u> UOM: <u>EA</u>	Price: <u> \$642.00 </u>	Total: <u> \$3,210.00 </u>
65	PEDESTRIAN SIGNAL HEAD RELOCATION	Quantity: <u> 3 </u> UOM: <u>EA</u>	Price: <u> \$202.00 </u>	Total: <u> \$606.00 </u>
66	REINSTALLING EXISTING STANDARD SIGNS	Quantity: <u> 7 </u> UOM: <u>EA</u>	Price: <u> \$270.00 </u>	Total: <u> \$1,890.00 </u>
67	RELOCATION OF VIDEO DETECTOR	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$472.00 </u>	Total: <u> \$472.00 </u>
68	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: <u> \$4,997.00 </u>	Total: <u> \$4,997.00 </u>
69	TRAFFIC SIGNAL CONTROLLER (MODIFICATION)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$2,026.00 </u>	Total: <u> \$2,026.00 </u>
70	CONCRETE PULL BOX (TYPE 2)	Quantity: <u> 5 </u> UOM: <u>EA</u>	Price: <u> \$2,161.00 </u>	Total: <u> \$10,805.00 </u>
71	RELOCATION OF OPTICAL PREEMPTION DETECTOR	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1,553.00 </u>	Total: <u> \$1,553.00 </u>

Response Total: \$789,747.50



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

Bid Bond

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

Benchmark Construction of NWA, Inc.

333 West Poplar, Ste A

Fayetteville, AR 72703

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

Westfield Insurance Company

P. O. Box 5001

Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of **Ohio**

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

(Here insert full name and address or legal title of Owner)

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

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

Dollars (\$ **5%**), for the payment

of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **North Street Improvements**

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

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 said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

7th

day of **February**

2024


(Witness)


(Witness)

Benchmark Construction of NWA, Inc.

(Principal)

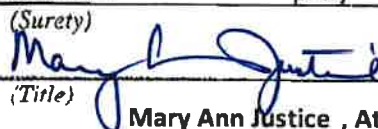
(Seal)

(Title)

Westfield Insurance Company

(Surety)

(Title)


(Seal)
Mary Ann Justice, Attorney-In-Fact

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0320052 05

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

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SCOTT R. CLARK, MARTY C. CLARK, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, MARY ANN JUSTICE, LISA MCCLURE, PAXTON CLARK, GRAVES SCHMIDLY, SUZANNE NIEDZWIEDZ, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of JANUARY A.D. 2023.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 27th day of JANUARY A.D. 2023, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of February A.D. 2024.



Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)



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:

- AR Secretary of State Filing #: 100032984 OR submit electronically.
- Arkansas Contractor License #: 0033500524 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

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: NORTH STREET IMPROVEMENTS
Bid #: 24-21, Construction – North Street Improvements
Date: February 7, 2024

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Benchmark Construction Company of NWA, Inc.

Name Stephen Smith, CEO

Address 333 West Poplar St, Ste A, Fayetteville, 72703

Principal Office above

Corporation, partnership, individual, joint
venture, other Corporation

Arkansas State General Contractor's License Number
0033500524

(Type or legibly print)

EXPERIENCE STATEMENT See Qualification Statement Attached.

1. Bidder has been engaged as a General Contractor in construction for _____ years and has performed work of the nature and magnitude of this Contract for _____ years. Bidder has been in business under its present name for _____ years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

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

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

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

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

FINANCIAL STATEMENT Benchmark will provide by request.

A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).



DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

- b. Net fixed assets.
- c. Other assets.
- d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
- f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$ _____
b.	_____	_____	\$ _____

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

Date: February 7, 2024, 20____.

(OFFICIAL SEAL)

Name of Organization:

Benchmark Construction Company of NWA, Inc.

By Steve Smith

(Type or legibly print)

By Stephen Smith

(Signature)

Title CEO

(Type or legibly print)

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

DOCUMENT 00400 – BID FORM

Contract Name: North Street Improvements

Bid Number: 24-21, Construction – North Street Improvements

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder:

BENCHMARK CONSTRUCTION

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
#1, 1-31-2024	

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions. If any, in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

DOCUMENT 00400 – BID FORM (continued)

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- J. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- K. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.
- L. Bidder certifies that they are not debarred from doing business from any government entity.

ARTICLE 4 – BID PRICING REQUIREMENTS

- 4.01 The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.
- 4.02 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 (if applicable) until bids can be compared within the amount certified, plus 25%.
- 4.03 In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected and become confidential.
- 4.04 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.
- 4.05 Bidder shall complete the work in accordance with the Contract Documents for the price(s) submitted by the Bidder.
- 4.06 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

DOCUMENT 00400 – BID FORM (continued)

- 4.07 The Bidder shall include the required labor, products, tools, equipment, transportation, services, incidentals, site access, erection, application, installation, overhead and profit to satisfactorily complete each line item of the work.
- 4.08 In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid except bonds and insurance. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

ARTICLE 5 - CONTRACT ITEMS

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

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security (5% of total bid) in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of _____ Dollars (\$ _____). Bid Bond is attached.
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

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

Benchmark Construction Company of NWA, Inc.

Steve Smith

Email: benchmarkconst@att.net

Phone No. 479-871-2082

Fax No. 251-1319

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 8 - TERMINOLOGY

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

Arkansas State Contractor License No. 0033500524 (Not required for Federal Aid Projects; however, Contractor must show proof that they have registered with the proper state authorities for a license.)

If Bidder is:

An Individual

Name (type or printed): _____

By: _____
(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

A Partnership

Partnership Name: _____
(SEAL)

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

Name (type or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

DOCUMENT 00400 – BID FORM (continued)

A Corporation or LLC

Corporation Name: Benchmark Construction Company of NWA, Inc.
(SEAL)

State of Incorporation: Arkansas

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

By: Stephen Smith, CEO
(Signature of general partner - attach evidence of authority to sign)

Name (type or printed): Stephen Smith

Title: CEO

(CORPORATE

SEAL)

Attest:

Judith L. Plunson
(Signature of Corporate Secretary)

Phone No. 479-251-1316 Fax No. _____

Email address: benchmarkconst@att.net

Tax ID Number (TIN): 71-0477532

Unique Entity Identifier (UEI) # L4N2V64MR2E4

Cage Code: 900R2

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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

BID # 24-21, CONSTRUCTION – NORTH STREET IMPROVEMENTS

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	Benchmark Construction	10%
SWPPP/Erosion Control	Benchmark Construction	.004%
Asphalt	Apac	12%
Concrete	Benchmark Construction	14%
Landscaping	Benchmark Construction	1%
Material Testing	By Owner	
Other (designate)		

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

Stephen Smith
Bidder's Signature

Contractor's Qualification Statement

SUBMITTED To: CITY OF FAYETTEVILLE

SUBMITTED BY: STEPHEN SMITH, CEO

NAME: BENCHMARK CONSTRUCTION OF NWA, INC.

ADDRESS: 333 WEST POPLAR ST, STE 'A', FAYETTEVILLE, AR 72703

PRINCIPAL OFFICE: ABOVE

(XX) Corporation

NAME OF PROJECT: North Street Tmprovements

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 38 Years

§ 1.2 How many years has your organization been in business under its present business name? 11 years

§ 1.2.1 Under what other or former names has your organization operated? Marinoni Construction Company, Inc.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: June 1976

§ 1.3.2 State of incorporation: Arkansas

§ 1.3.3 President's name: Roger Ross

§ 1.3.4 Ceo name: Stephen Smith

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: Not Applicable

§ 1.4.2 Type of partnership (if applicable):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: June 1976

§ 1.5.2 Name of Owners: Stephen Smith, Roger Ross

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals: NA

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Jurisdictions: Arkansas. LICENSE NUMBER: 0033500524

Trade Categories: General Construction of Commercial, Industrial and Institutional Projects

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed. Arkansas Secretary of State

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Site Work, Dirt Work, Concrete, Framing, Masonry, Supervision, Rough and Finish Carpentry, Specialties

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details~)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?: No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

3.4 Projects Completed in the last 7 Years:

Northwest Arkansas Regional Airport—Rental Fleet Maintenance Facility
Dale Scarbrough, WDD Architects (479-442-6681)

City of Rogers Veteran's Park Concessions/Maintenance Buildings
Jim Swearingen Architect, Crafton Tull and Associates (479-636-4838)

City of Fayetteville Compost Facility
Lynn Hyke (479-466-7589)

Gravette Middle School Annex
David Swearingen, Crafton Tull and Associates Architect (479-636-4838)

University of Arkansas—Davis Hall Historical Renovation/Addition. LEED Certified.
Rob Sharp Architect (479-442-0229)

Lincoln Athletic Complex (Football field, field house, track, concession/restroom building)
Lewis Elliott Architects, Mary Ann Spears, Supt of Schools (479-824-7310)

City of Springdale—Shiloh Restroom/Basement Remodel
Don Mobley Architect (479-466-1746)

Highlands Oncology Cancer Treatment Facilities—Crafton Tull and Assoc Architects. Wes Burgess Architect (479-878-2452) Kathey Parker, Owner (479-587-1700)

Starlight Skate Rink Renovation
Jim Key Architect (479-444-6066)

SourceGas NWA Headquarters— Polk Stanley and Assoc, Craig Curzon Architect (479-444-0473)

American Electric and Power/Swepco Office/Warehouse Addition
AFHJ Architects (Zed Johnson, Retired)

University of Arkansas—Brough Commons Dining Hall, Harrison French Architects, Lance Weatherton, Architect (479-273-7780)

JFS Fabric Store and Ulta Beauty Supply —Larry Ogrinc (logrinc@ddr.com) , Owner Rep for Developers Diversified.

University of Arkansas Harmon Parking Garage Renovations—Polk Stanley and Assoc, Craig Curzon Architect (479-444-0473). Jim Beatty Engineer.

Sequoyah Maison Condominiums—Rob Sharp Architect (442-0229)

Tyson Research Farm Broiler Houses/Operations Facility—Chris Hall

Bank of Fayetteville Renovations
Bob King, President (479-444-4444)

Decatur School District FEMA Storm Shelter/Gymnasium—Jim Mayer Architect (479-246-0055)

City of Fayetteville Transfer Station —Brad Hammond at Mcgoodwin, Williams and Yates

Ft Smith Airport Taxiway Paving—Brian Mauer, Engineer

Boulder Ridge Fellowship Bible Church —Jack Murray (479-790-2854)

City of Fayetteville Taxiway B—Garver Engineers

Blowing Springs To Metfield Park Multi Purpose Trail Greenway Extension—EDG and Garver Engineers

Spring Creek Multi Purpose Trail Extension/Bridges—McClelland Engineers

Black Hills Energy Contractor On-Call.

Highland Oncology Contractor On-Call.

Bekaert Trail Greenway Extension—NWA Trailblazers

Dean's Trail PH 2 Tunnel and Greenway Trail Extension—Garver Engineers

Archibald Yell Improvements—City of Fayetteville

13TH St. Multi-use Trail Improvements—City of Rogers, Ar —McClelland Engineers

§ 3.4.1 State total worth of work in progress and under contract:

Work in Progress: \$7 million

Work under contract: Most projects are in negotiation and not under contract terms at this time.

§ 3.5.1 State average annual amount of construction work performed during the past five years: \$6-\$8 million

§ 3.6 List the construction experience and present commitments of the key individuals of your organization.

Stephen Smith, owner, 38 years experience in commercial/industrial construction

Roger Ross, owner, 35 years experience in commercial/industrial construction

Chuck Ketcher, Supt, 26 years experience in commercial/industrial construction

Rick Vasquez, Foreman, 30 years experience

Armando Vasquez, Foreman, 25 years experience

Roberto Sanchez, Foreman, 30 years experience

Thomas Sargent, Foreman, 33 years experience

The remaining personnel with an average of 12 years working in our company consist of the rest of the construction team. All of our personnel carry skills to self-perform projects that allow schedules and budgets to be met. Simply stated, we are not a broker contractor.

Note: Our construction team, from the owners down to laborers, are 100 percent committed to satisfying each client. The ownership is not involved with any outside investments (ie developing etc..) that would distract our commitment to serving our clients!! The ownership also takes an active role in the projects that we build. Project management/Supervision is handled by the ownership, therefore a vested interest in client satisfaction is our objective.

§ 4. REFERENCES

§ 4.1 Trade References:

Brown Hiller Clark Insurance, Scott Clark, 452-4000

Tune Concrete 442-8251, Dennis Tune, 479-442-8251

Darragh Company, Ronnie McDaniel, 479-651-6800

Meeks Lumber Company, Tom Hamaker, 479-442-2351

Architects and Engineers: Have worked with all major firms in the NWA area over the last 33 years.

§ 4.2 Bank References:

Bank of Fayetteville (Bob King VP, MaryBeth Brooks President) 479-444-4444

\$500,000 Line of Credit

§ 4.3 Surety:

§4.3.1 Name of bonding company: Westfield Insurance Company

§ 4.3.2 Name and address of agent:

Brown Hiller Clark

5500 Euper Lane

Ft Smith, Ar 72913

Scott Clark 479-452-4000

§ 6. SIGNATURE

§ 6.1 Dated at this 5th Day of February, 2024

Name of Organization: Benchmark Construction of NWA, Inc.

By:  **Stephen Smith**

Title: CEO



BID TABULATION
Bid 24-21, Construction - North Street Improvements (Phase 1)

DEADLINE: Wednesday, February 7, 2024 at 2:00 PM
Certification of Funds: \$1,500,000.00 (\$1,875,000.00 total allowed)

Line #	Description	QTY	UOM	Benchmark Construction Company of NWA, Inc.		Brothers Construction Inc	
				Total			
				\$789,747.50		\$994,022.00	
1	ROADWAY CONSTRUCTION CONTROL	1	LS	\$17,427.00	\$17,427.00	\$90,000.00	\$90,000.00
2	BONDS & INSURANCE	1	LS	\$20,900.00	\$20,900.00	\$25,000.00	\$25,000.00
3	ACT 291- TRENCH AND EXCAVATION SAFETY SYSTEMS	1	LS	\$680.00	\$680.00	\$20,000.00	\$20,000.00
4	CLEARING, GRUBBING, AND DEMOLITION	1	LS	\$89,430.00	\$89,430.00	\$35,000.00	\$35,000.00
5	EROSION CONTROL	1	LS	\$3,210.00	\$3,210.00	\$33,500.00	\$33,500.00
6	TRAFFIC CONTROL AND MAINTENANCE	1	LS	\$125,810.00	\$125,810.00	\$51,250.00	\$51,250.00
7	MOBILIZATION (STREET AND DRAINAGE, 5% MAX TOTAL BID AMOUNT)	1	LS	\$19,100.00	\$19,100.00	\$45,000.00	\$45,000.00
8	UNDERCUT AND BACKFILL (ALLOWANCE)	150	CY	\$59.27	\$8,890.50	\$53.00	\$7,950.00
9	ROCK EXCAVATION (ALLOWANCE)	15	CY	\$382.67	\$5,740.05	\$400.00	\$6,000.00
10	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	700	CY	\$25.59	\$17,913.00	\$30.00	\$21,000.00
11	SELECT EMBANKMENT (ALLOWANCE)	400	CY	\$46.70	\$18,680.00	\$56.00	\$22,400.00
12	EMBANKMENT (PLAN QUANTITY)	500	CY	\$42.46	\$21,230.00	\$28.00	\$14,000.00
13	SUBGRADE PREPARATION (PLAN QUANTITY)	434	SY	\$6.66	\$2,890.44	\$12.00	\$5,208.00
14	4" TOPSOIL PLACEMENT	430	SY	\$6.28	\$2,700.40	\$20.00	\$8,600.00
15	8" (HDPE)	33	LF	\$206.06	\$6,799.98	\$208.00	\$6,864.00
16	(24") Nyloplast Drain Basin	2	EA	\$4,210.00	\$8,420.00	\$7,000.00	\$14,000.00
17	(6") Aggregate Base Course (Class 7)	434	SY	\$28.06	\$12,178.04	\$56.00	\$24,304.00
18	(2") Asphalt Concrete Hot Mix Surface Course (ACHMSC)	2	TON	\$675.00	\$1,350.00	\$700.00	\$1,400.00
19	(3") Asphalt Concrete Hot Mix Surface Course (ACHMSC)	306	TON	\$310.72	\$95,080.32	\$350.00	\$107,100.00
20	CONCRETE CURB AND GUTTER (INCLUSIVE OF MODIFIED CURB & GUTTER)	562	LF	\$49.61	\$27,880.82	\$83.00	\$46,646.00
21	CONCRETE CURB (VERTICAL)	22	LF	\$50.29	\$1,106.38	\$85.00	\$1,870.00
22	4" THICK CONCRETE SIDEWALK (WIDTH VARIES, INCLUDES CONCRETE INFILL AREA BETWEEN CURB AND SIDEWALK)	13	SY	\$151.00	\$1,963.00	\$230.00	\$2,990.00
23	4" THICK CONCRETE TRAIL (WIDTH VARIES, DETAIL TRS)	283	SY	\$92.22	\$26,098.26	\$141.00	\$39,903.00
24	6" THICK CONCRETE PAVEMENT (WIDTH VARIES)	65	SY	\$117.98	\$7,668.70	\$151.00	\$9,815.00
25	6" THICK CONCRETE PAVEMENT (FOR PARKING LOT REPAIR, DETAIL 25H)	6	SY	\$135.06	\$810.36	\$155.00	\$930.00
26	8" THICK CONCRETE PAVEMENT (FOR STREET WIDENING, DETAIL STS)	177	SY	\$96.41	\$17,064.57	\$166.00	\$29,382.00
27	CONCRETE DRIVEWAY APRONS	39	SY	\$103.92	\$4,052.88	\$175.00	\$6,825.00
28	8" CONCRETE RETAINING WALL	26	LF	\$582.81	\$15,153.06	\$960.00	\$24,960.00
29	SEEDING AND MULCHING	1	ACRE	\$8,780.00	\$8,780.00	\$6,300.00	\$6,300.00
30	SOLID SOD	109	SY	\$9.30	\$1,013.70	\$12.00	\$1,308.00
31	ADDITIONAL WATERING	10	MG	\$261.22	\$2,612.20	\$158.00	\$1,580.00
32	6" PAVEMENT MARKING (THERMOPLASTIC)	1068	LF	\$3.38	\$3,609.84	\$4.00	\$4,272.00
33	8" PAVEMENT MARKING (THERMOPLASTIC)	67	LF	\$5.40	\$361.80	\$6.00	\$402.00
34	12" PAVEMENT MARKING (THERMOPLASTIC)	96	LF	\$10.81	\$1,037.76	\$12.50	\$1,200.00
35	24" PAVEMENT MARKING (THERMOPLASTIC)	710	LF	\$21.62	\$15,350.20	\$25.00	\$17,750.00
36	TURN ARROW MARKING (THERMOPLASTIC)	2	EA	\$472.85	\$945.70	\$550.00	\$1,100.00
37	HANDICAP ACCESS RAMP	76	SY	\$108.31	\$8,231.56	\$311.00	\$23,636.00
38	CAST-IN-PLACE DETECTABLE WARNING PANEL	80	SF	\$52.99	\$4,239.20	\$44.00	\$3,520.00
39	PROJECT SIGNS	1	EA	\$1,351.00	\$1,351.00	\$2,600.00	\$2,600.00
40	STEEL HANDRAIL (AMERISTAR OR APPROVED EQUAL)	10	LF	\$391.05	\$3,910.50	\$150.00	\$1,500.00
41	COLD MILLING ASPHALT	1331	SY	\$12.18	\$16,211.58	\$46.00	\$61,226.00
42	COLD MILLING CONCRETE	205	SY	\$39.54	\$8,105.70	\$48.00	\$9,840.00
43	CONCRETE STAIRS	2	SY	\$1,699.56	\$3,399.12	\$7,000.00	\$14,000.00
44	ADJUST RIM ELEVATION OF EXISTING SEWER MANHOLE (OVER 18")	1	EA	\$4,598.00	\$4,598.00	\$12,500.00	\$12,500.00
45	FEEDER WIRE	1000	LF	\$2.70	\$2,700.00	\$3.00	\$3,000.00
46	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)	1	EA	\$2,040.00	\$2,040.00	\$2,110.00	\$2,110.00
47	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)	2	EA	\$2,364.00	\$4,728.00	\$2,500.00	\$5,000.00
48	TRAFFIC SIGNAL LENS, LED RETROFIT, (12" RED ARROW)	2	EA	\$155.00	\$310.00	\$161.00	\$322.00
49	TRAFFIC SIGNAL LENS, LED RETROFIT, (12" YELLOW ARROW)	4	EA	\$148.00	\$592.00	\$155.00	\$620.00
50	REMOVE AND RELOCATE TRAFFIC SIGNAL HEAD	2	EA	\$445.00	\$890.00	\$461.00	\$922.00
51	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	2	EA	\$1,148.00	\$2,296.00	\$1,200.00	\$2,400.00
52	PEDESTRIAN PUSH BUTTON	2	EA	\$635.00	\$1,270.00	\$660.00	\$1,320.00
53	NON-METALLIC CONDUIT (3")	23	LF	\$47.93	\$1,102.39	\$50.00	\$1,150.00
54	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	1946	LF	\$4.73	\$9,204.58	\$5.00	\$9,730.00
55	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)	246	LF	\$8.11	\$1,995.06	\$8.50	\$2,091.00
56	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	393	LF	\$13.51	\$5,309.43	\$14.00	\$5,502.00
57	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (40')	1	EA	\$55,391.00	\$55,391.00	\$57,200.00	\$57,200.00
58	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION	1	EA	\$6,890.00	\$6,890.00	\$7,200.00	\$7,200.00
59	VIDEO CABLE	584	LF	\$2.03	\$1,185.52	\$2.00	\$1,168.00
60	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)	405	LF	\$2.84	\$1,150.20	\$3.00	\$1,215.00
61	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.)	160	LF	\$1.76	\$281.60	\$2.00	\$320.00
62	ELECTRICAL CONDUCTORS FOR LUMINAIRES	434	LF	\$3.65	\$1,584.10	\$4.00	\$1,736.00
63	LED LUMINAIRE ASSEMBLY	1	EA	\$1,283.00	\$1,283.00	\$1,350.00	\$1,350.00
64	PEDESTRIAN PUSH BUTTON REPLACEMENT	5	EA	\$642.00	\$3,210.00	\$700.00	\$3,500.00
65	PEDESTRIAN SIGNAL HEAD RELOCATION	3	EA	\$202.00	\$606.00	\$210.00	\$630.00
66	REINSTALLING EXISTING STANDARD SIGNS	7	EA	\$270.00	\$1,890.00	\$280.00	\$1,960.00
67	RELOCATION OF VIDEO DETECTOR	1	EA	\$472.00	\$472.00	\$490.00	\$490.00
68	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$4,997.00	\$4,997.00	\$3,500.00	\$3,500.00
69	TRAFFIC SIGNAL CONTROLLER (MODIFICATION)	1	EA	\$2,026.00	\$2,026.00	\$2,100.00	\$2,100.00
70	CONCRETE PULL BOX (TYPE 2)	5	EA	\$2,161.00	\$10,805.00	\$2,250.00	\$11,250.00
71	RELOCATION OF OPTICAL PREEMPTION DETECTOR	1	EA	\$1,553.00	\$1,553.00	\$1,605.00	\$1,605.00

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

Les McLaughlin 2/7/2024
Les McLaughlin, Purchasing Director

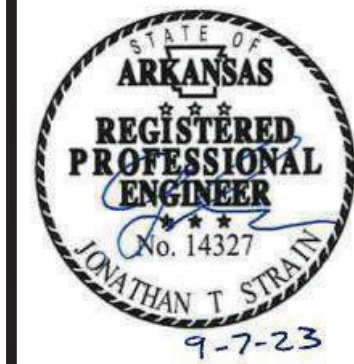
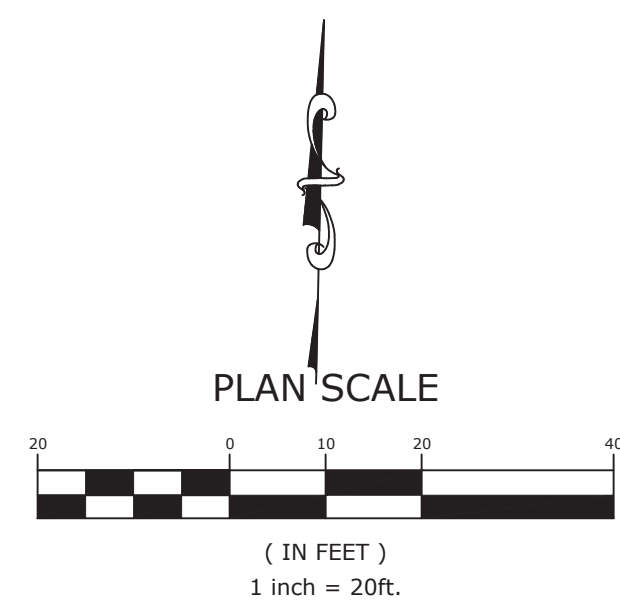
Amanda Beilfuss 2/7/24
Amanda Beilfuss, Sr. Purchasing Agent

- | | |
|---|--|
|  | CURB AND GUTTER |
|  | PAVEMENT MARKING SYMBOL (AS INDICATED) |
|  | SOLID STRIPING (WIDTH AS INDICATED) |
|  | SKIP STRIPING (WIDTH AS INDICATED) |
|  | CROSSWALK STRIPING |
|  | PROPOSED CENTERLINE |

- 102 EXISTING TO REMAIN
205 6" WIDE SOLID STRIPE, WHITE (THERMOPLASTIC)
206 6" WIDE SKIP STRIPE, WHITE (THERMOPLASTIC)
208 6" WIDE DOUBLE SOLID STRIPE, YELLOW (THERMOPLASTIC)
209 8" WIDE STRIPES, 4' O.C. @ 45°, YELLOW (THERMOPLASTIC)
226 THERMOPLASTIC PAVEMENT MARKING, AS SHOWN IN PLANS

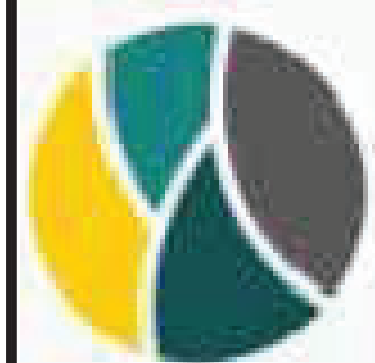
- 7-2 TURN ARROW MARKING
7-3 "ONLY" MARKING
ST15 CROSSWALK AND STOP BAR

1. ALL SIGNS AND PAVEMENT MARKINGS TO COMPLY WITH THE LATEST VERSION OF MUTCD.



ORIGINAL SIGNATURE ON FILE

NORTH ST. IMPROV.
PH. I - COLLEGE AVE INT.
FAYETTEVILLE, AR



**Know what's below.
Call before you dig.**

REVISIONS		
REV	DATE	DESCRIPTION

PAVEMENT MARKINGS AND SIGNAGE

DESIGNED BY: LST	DRAWN BY : LST
DATE: 9/5/2023	REVISION: BID
SCALE: 1"=20'	JOB NUMBER: 20-2179

PM-1



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Paul Libertini, Staff Engineer

SUBJECT: **Hwy 112 (Poplar St to Drake St) - Recognize Federal-aid and State Funding for Land Acquisition, and Approve a Budget Adjustment**

RECOMMENDATION:

Staff recommends City Council approval of a resolution to recognize revenue of \$1,948,635 of Federal-aid and State funding from the Arkansas Department of Transportation (ARDOT) for right of way acquisition on Highway 112 (Garland Avenue) from Poplar Street to Drake Street, and approval of a Budget Adjustment.

BACKGROUND:

On January 3, 2017, City Council approved Resolution No. 27-17 to allow the City to enter into a partnering agreement with ARDOT for improvements to Hwy 112 between Razorback Road and Garland Avenue and to approve the reclassification of Hwy 112 between 15th Street and Interstate 49 as a City Street.

On September 19, 2017, the City executed an Agreement of Understanding with ARDOT detailing the responsibilities of each entity. One such duty is for the City to prepare all legal descriptions and exhibits for the acquisition of right-of-way and easements for the construction of this project. This duty has been completed and approved by ARDOT.

The design of Hwy 112 (Garland Ave) widening project is currently approximately 95% complete including the specifications and the cost estimate.

On April 4, 2023, ARDOT authorized the City to appraise the properties affected by this road widening project. The City's contract real estate appraiser, Rife & Company, completed the final appraisal on September 21, 2023. The Appraisal Reports were then submitted to ARDOT for review and the City received approval of the same on December 27, 2023.

DISCUSSION:

On January 30, 2024, the City received authorization from ARDOT to present offer letters to property owners to acquire the needed land acquisition for this project. At this time, the City needs to recognize the Federal and State revenue of \$1,948,635 obligated by FHWA for right-of-way acquisition.

BUDGET/STAFF IMPACT:

Federal and State funds of \$1,948,635 have been obligated by FHWA/ARDOT for right-of-way. The City will pay the individual property owners from the Sales Tax Capital Improvement funds and then submit requests to

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ARDOT for 100% reimbursement of expenditures.

ATTACHMENTS: SRF (#3), BA (#4), Federal-Aid Project Agreement Job (#5), Hwy 112 Partnering Agreement - Executed (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1751

Hwy 112 (Poplar St to Drake St) - Recognize Federal-aid and State Funding for Land Acquisition, and Approve a Budget Adjustment

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,948,635.00 RECOGNIZING FEDERAL-AID AND STATE FUNDING FROM ARDOT FOR RIGHT OF WAY ACQUISITION ASSOCIATED WITH IMPROVEMENTS TO HIGHWAY 112

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$1,948,635.00 recognizing Federal-aid and State funding from ARDOT for right of way acquisition associated with improvements to Highway 112.

City of Fayetteville Staff Review Form

2024-1751

Item ID

3/5/2024

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

Paul Libertini

3/15/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to recognize revenue of \$1,948,635 of Federal-aid and State funding from ARDOT (Arkansas Department of Transportation) for land acquisition for the Hwy 112 (Poplar St to Drake St) construction project, and to approve a Budget Adjustment.

Budget Impact:

4470.800.8835-5805.00

Sales Tax Capital Improvement

Account Number

Fund

06035.3800

Hwy 112 (Poplar St - Drake St)

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,120.00

Expenses (Actual+Encum)

\$ 2,000.00

Available Budget

\$ 120.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,948,635.00

Remaining Budget

\$ 1,948,755.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 27-17

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	ENGINEERING (621)	
	Requestor: Paul Libertini	

Recognize Federal-aid and State funds of \$1,948,635.00 available for real estate acquisition for the Hwy 112 (Poplar St - Drake St) project which will be 100% reimbursed by the Arkansas Department of Transportation (ARDOT).

	COUNCIL DATE:	3/5/2024
	ITEM ID#:	2024-1751
	Holly Black	
	2/15/2024 2:58 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]

FEDERAL-AID PROJECT AGREEMENT

The Arkansas Department of Transportation hereby requests authorization to proceed with the following project.

PoDi/State Admin. ☐ PoDi/Locally Admin. ☐
Assumed/State Admin. ☒ Assumed/Locally Admin. ☐
Other ☐

Program Code : Z400 & Z400(AC)
F.A.P. : CMF-9142(41) State Job : 040720
Project Description : Poplar St. - Drake St. (Fayetteville) (S)
County(ies) : Washington Est. Letting Date : 08/2023
(Month / Year)
Inventory Rt. # : 7x112x1xA Project Type : C "STIP" Item No. : XX2023-10 Est. Constr. Date : NA
(Demo Projects Only) (Month / Year)
Beginning Milept. : 0000.793 Ending Milept : 0001.785 Demo. ID No. : NA
(Demo Projects Only)
Original Agreement : December 6, 2016 Description : Major Widening
Project End Date: September 30, 2025 CFDA # 20.205

FOR FHWA USE ONLY	Improvement Type :	BRIDGES	Feature	Str. #	Type
	Urbanized Area : <u>NARTS</u>				
	Rural or Urban : <u>U</u>				
	Functional System : <u>M</u>				
	Fed-Aid System : <u>O</u>				
	LPA : <u>N</u>				

FUNDING:	Federal Funds			Other	Other	Total	F.F.
Improvement Type	Previously Authorized	Now Requested	Total Federal	[STATE]	[]	Cost	%
CMAQ - Z400							
State PE - 15	132,000.00	0.00	132,000.00	33,000.00		165,000.00	80
Consult Title I - 15	14,486.00	0.00	14,486.00	3,621.50		18,107.50	80
Total - Z400	146,486.00	0.00	146,486.00	36,621.50		183,107.50	
CMAQ - Z400(AC)							
Utilities - 43	396,525.96	0.00	396,525.96	99,131.49		495,657.45	80
R/W - 16	0.00	1,558,908.00	1,558,908.00	389,727.00		1,948,635.00	80
Total - Z400(AC)	396,525.96	1,558,908.00	1,955,433.96	488,858.49		2,444,292.45	
TOTAL	543,011.96	1,558,908.00	2,101,919.96	525,479.99	0.00	2,627,399.95	

Comments: Mod. #9 - Based on estimated right of way costs and to extend the period of performance.
State PE Auth: 12/6/16, Rev: 06/19/2017, 07/05/17, 8/29/17, 9/18/17, 08/15/18, 01/29/19
Utilities Auth 12/10/21
T3CE apprvd 3/1/23

This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR, Parts 630.106 and 630.112; and its signature constitutes the making of the certifications.

	Original Agreement	☐
	Modified Agreement	☒

Approved for Submission : <u>Megan Cook</u>	Date: <u>3-28-2023</u>
<i>Federal Programs Coordinator</i>	
Approved in FMIS by Electronic Signature: <u>Corey Key</u>	Date: <u>4-6-2023</u>
<i>Section Head - Program Funding</i>	
Agreement/ Modification Requested in FMIS by Electronic Signature: <u>[Signature]</u>	Date: <u>4-6-23</u>
<i>Division Engineer - Program Management</i>	

Federal-Aid Project Agreement was approved and authorized by electronic signature on 04/07/2023 by FHWA
Note a copy of Form FMISD06A has been printed and sent to the Master Files which shows the above date.

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION
RELATIVE TO**

Implementation of **Highway 112 Improvements between Highway 16 and Interstate 49** in Fayetteville, Washington County (hereinafter called the "Projects").

WHEREAS, the City of Fayetteville (hereinafter called the "City") has expressed interest in partnering with the Arkansas Department of Transportation (hereinafter called the "Department") for the Projects; and

WHEREAS, Resolution No. 27-17 from the City agrees to contribute \$3,358,600 for the Projects and to accept ownership and responsibility of the portions of Highway 112 between Highway 16 and Interstate 49 upon completion of the improvements; and

WHEREAS, Arkansas State Highway Commission Minute Order 2017-012 has authorized the Director to enter into the necessary partnering agreements with the City for the Projects; and

WHEREAS, it is understood that the City and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) 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.

IT IS HEREBY AGREED that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for the following in relation to Job 040582, Razorback Rd.-Garland Ave. (Hwy. 112) (Fayetteville) (S) and overlays on Highway 112 from Maple Street to North Street and from Leroy Pond Drive to the beginning of Job 040582:
 - a. Be responsible for \$3,358,600 in project costs as shown in Attachment B for Job 040582.
 - b. Be responsible for any increases in construction, right of way, or utility costs resulting from changes in project scope proposed by the City.
 - c. Be responsible for any desired revisions to the current design of Job 040582, along with associated engineering costs.
 - d. Be responsible for any costs resulting from inclusion of desired revisions in project scope outside the Department's typical overlay design for the Highway 112 overlays.
 - e. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)

- f. Understand that **expenditures for work performed by the City's forces (including preliminary and construction engineering, environmental documentation, and right of way acquisition services) are not eligible for reimbursement with federal funds.**
- g. 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.
- h. Submit final plans for Department review.
- i. Submit a certification letter (Attachment D), including all items noted, to the Department when requesting authority to advertise the Projects for construction bids.
- j. Advertise for bids in accordance with federal procedures as shown in Attachment E. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
- k. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
- l. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment F), including all items noted, to the Department.
- m. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
- n. Make payments to the contractor for work accomplished in accordance with the plans and specifications. Then request reimbursement from the Department for costs exceeding \$2,359,118 on the Construction Certification and Reimbursement Request (CCRR) form (Attachment G). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
- o. Provide construction engineering and inspection services, including associated costs, for the Project.
- p. Attach LPA Report of Daily Work Performed (Attachment H) for all days that correspond with each CCRR submittal.
- q. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.
- r. Be responsible for any increased costs resulting from desired revisions in project scope, whether during the design phase or during construction as a change order.
- s. 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 (Attachment I). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the City's full-time employee in responsible charge, and the City's Mayor.
- t. Upon completion of these improvements to Highway 112, accept ownership and responsibility of the portion of Highway 112, Section 0 between Highway 16 (W. 15th Street) and Highway 112 Spur (Wedington Drive).

2. Be responsible for the following in relation to projects scheduled to widen Highway 112 between Poplar Street and Interstate 49:
- a. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment K) 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.**
 - b. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)
 - c. Understand that **expenditures for work performed by the City's forces (including preliminary and construction engineering, environmental documentation, and right of way acquisition services) are not eligible for reimbursement with federal funds.**
 - d. 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.
 - e. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
 - f. 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.
 - g. 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.**
 - h. 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"), and request reimbursement from the Department
 - i. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
 - j. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the City's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment L). **NOTE: Any property that is to become Department right-of-way must be acquired in the Highway Commission's name.**
 - k. Submit plans at 10%, 30%, 60%, and 90% completion stages for Department review.
 - l. Submit a certification letter (Attachment D), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
 - m. Advertise for bids in accordance with federal procedures as shown in Attachment E. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

- n. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
 - o. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment F), including all items noted, to the Department.
 - p. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
 - q. 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.
 - r. Make payments to the contractor for work accomplished in accordance with the plans and specifications and approved by the Department. Then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment G). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
 - s. Attach LPA Report of Daily Work Performed (Attachment H) for all days that correspond with each CCRR submittal.
 - t. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.
 - u. Be responsible for any increased costs resulting from desired revisions in project scope that exceed typical highway design criteria, whether during the design phase or during construction as a change order.
 - v. 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 (Attachment I). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the City's full-time employee in responsible charge, and the City's Mayor.
 - w. Upon completion of these improvements to Highway 112, accept ownership and responsibility of the portion of Highway 112, Section 1 between Highway 112 Spur (Wedington Drive) and the northbound ramps of Interstate 49.
3. Notify the Department in writing who the City designates as its full-time employee to be in responsible charge of the day to day oversight of the Projects (Attachment M). The duties and functions of this person are to:
- 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, City 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 City and consultant staff at all stages of the project.
4. 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 Projects 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.
 5. 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.
 6. 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.
 7. 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 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment N).
 8. Grant the right of access to the City's records pertinent to the Projects and the right to audit by the Department and Federal Highway Administration officials.
 9. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
 10. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment O), which is necessary for Project participation.
 11. Repay to the Department the federal share of the cost of any portion of the Projects if, for any reason, federal participation is removed due to actions or inactions of the City, its agents, its employees, or its assigns or the City'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. The City understands and agrees that the Department may cause necessary funds to be withheld from the City's Motor Fuel Tax allotment should the City fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Projects.
 12. Be responsible for all costs not provided by the Federal Highway Administration or the Department.
 13. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.

14. Retain total, direct control over the Projects 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 Projects;
 - change the intended use of the Projects;
 - 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.
15. 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 Projects in accordance with Federal-aid requirements may result in the City's repayment of federal funds and may result in withholding all future Federal-aid.
16. 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 City expends more than \$500,000 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 City's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
17. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment P).
18. Agree to promptly refund to the Department in full any and all revenue paid by the Department based upon claims adjudicated by the Arkansas Claims Commission or other legal forum sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of the City. This obligation survives the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for the following in relation to Job 040582, Razorback Rd.-Garland Ave. (Hwy. 112) (Fayetteville) (S) and overlays on Highway 112 from Maple Street to North Street and from Leroy Pond Drive to the beginning of Job 040582:
 - a. Be responsible for all funding beyond the City's share of Job 040582, except for any increases in cost resulting from changes in project scope proposed by the City.
 - b. Provide the funding necessary to overlay the segments of Highway 112. Costs will be limited to those associated with the Department's typical overlay design.
 - c. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
 - d. Provide environmental clearance for Highway 112 overlays.
 - e. Review final plans and specifications submitted by the City.
 - f. 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.
 - g. Advise the City when to proceed with advertisement of the Project for construction bids.
 - h. Review and concur in award of the construction contract for the Project.

- i. Ensure that the City and the City's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the City's representatives and their consultant to verify that the work being performed by the City's contractor, and documented and certified by the City, 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.
 - j. Review and approve any necessary change orders for project/program eligibility.
 - k. Be responsible for increases in project costs due to change orders for normal bid item adjustments.
 - l. Reimburse the City 100% for eligible construction costs approved in the CCRR form (Attachment I). This reimbursement will be limited to the funding available at the time payment is requested. If the payment requested exceeds the funding available at the time, the difference will be reimbursed as additional funds for the Project become available.
 - m. Subject to the availability of funding allocated for the Project, pay the City the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment K).
 - n. Upon completion of these improvements to Highway 112, remove the portion of Highway 112, Section 0 between Highway 16 (W. 15th Street) and Highway 112 Spur (Wedington Drive) from the State Highway System and transfer ownership and responsibility to the City.
2. Be responsible for the following in relation to projects scheduled to widen Highway 112 between Poplar Street and Interstate 49:
- a. Provide the City the amount of funding necessary for all phases of work to develop and construct the typical design section for an urban state highway, as shown on Attachment J, for this portion of Highway 112.
 - b. Evaluate the proposed typical design section versus the typical design section for an urban state highway, as shown on Attachment J, and determine how any changes will affect the estimated cost. City-requested changes to the typical design section that are determined to be budget-neutral will not require additional funding from the City.
 - c. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
 - d. Coordinate with the City to procure required professional services such as design consultants, construction engineering and inspection consultants, and right of way consultants.
 - e. Review environmental documentation as prepared by the City.
 - f. Review plans and specifications submitted by the City.
 - g. Reimburse the City 100% for eligible professional services, procured using Department-approved procedures, upon review and approval of reimbursement requests.

- h. Notify the City when right-of-way and/or utility plans are approved and the City may proceed with right-of-way acquisition and/or utility adjustments.
- i. 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.
- j. Advise the City when to proceed with advertisement of the Project for construction bids.
- k. Review and concur in award of the construction contract for the Project.
- l. Ensure that the City and the City's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the City's representatives and their consultant to verify that the work being performed by the City's contractor, and documented and certified by the City, 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.
- m. Review and approve any necessary change orders for project/program eligibility.
- n. Be responsible for increases in project costs due to change orders for normal bid item adjustments.
- o. Reimburse the City 100% for eligible construction costs approved in the CCRR form (Attachment G). This reimbursement will be limited to the funding available at the time payment is requested. If the payment requested exceeds the funding available at the time, the difference will be reimbursed as additional funds for the Project become available.
- p. Subject to the availability of funding allocated for the Project, pay the City the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment I).
- q. Upon completion of these improvements to Highway 112, remove the portion of Highway 112, Section 1 between Highway 112 Spur (Wedington Drive) and Interstate 49 from the State Highway System and transfer ownership and responsibility to the City.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City 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 City's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 19th day of September, 2017.

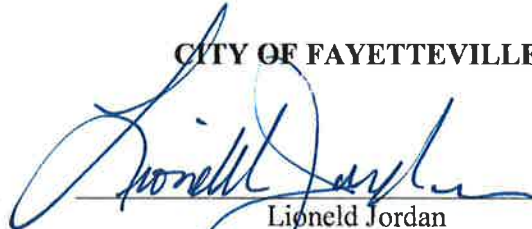
**ARKANSAS DEPARTMENT OF
TRANSPORTATION**



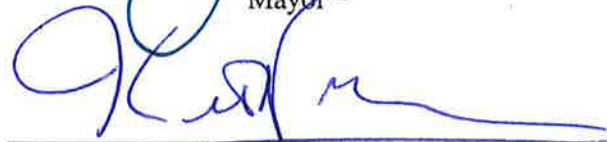
Scott E. Bennett, P.E.
Director

Handwritten note:
KAT MRS
Hut

CITY OF FAYETTEVILLE



Lioneld Jordan
Mayor



Kit Williams
City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department 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 the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (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.

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".)

**Arkansas State Highway and Transportation Department
City of Fayetteville / Washington County
Highway 112
December 12, 2016**

Project Information

Project Information				
Job Number	Description	Length (miles)	Phase	Total Cost
	Maple Street - North Street	0.47	Const + CENG	247,500
040582	Razorback Road - Garland Avenue	0.37	Utilities	640,882
			Construction	4,250,000
			CENG (10%)	425,000
Sub-Total				5,315,882
	Leroy Pond Drive - North	0.54	Const + CENG	192,500
Total		1.38		5,755,882

City Funds

STP-A	Match	Total
512,706	128,176	640,882
1,887,294	471,824	2,359,118
	358,600	358,600
2,400,000	958,600	3,358,600
2,400,000	958,600	3,358,600

ESTIMATED ADDITIONAL STATE FUNDS

Additional Federal and State funding made available for improvements if the City agrees to assume ownership and maintenance of Hwy. 112. This amount will either be increased or decreased based on the lowest responsive bid received that is awarded to contract. This amount does not represent a minimum or maximum of funding made available for the project.

Federal	Match	Total
198,000	49,500	247,500
1,512,706	378,177	1,890,883
53,120	13,280	66,400
1,565,826	391,457	1,957,283
154,000	38,500	192,500
1,917,826	479,457	2,397,283

Note: Job 040582's construction cost estimate is based on the current design. City funds are capped at \$3,358,600 in STP-A and matching funds. AHTD is committed to providing the full amount of gap funding necessary for Job 040582, contingent upon receiving a responsive bid that is within an acceptable range of the engineer's estimate. The City of Fayetteville will revise the current design to incorporate some desired changes. Funding for any increases in scope will be the responsibility of the City and will be added to the \$3,358,600 cap amount. Once the project is let to contract, an increase in cost due to added scope will be the responsibility of the City. An increase in cost due to normal change in conditions will be the responsibility of the Department.

AHTD is committed to providing funds for the overlay projects using our basic design standards. Funding for any increases in scope will be the responsibility of the City and be added to the \$3,358,600 cap amount.

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID SURFACE TRANSPORTATION PROGRAM 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 49 of the Code of Federal Regulations, Part 29 (49 CFR 29).

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. The Davis-Bacon wage rates will be provided by the Department.

CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE FOR BIDS

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One reproducible set of plans and specifications.
2. A copy of the engineer's estimate of cost.
3. Copies of any technical specifications or special provisions.

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 City 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 City's gasoline tax allotment to the ArDOT's RRA Fund upon notification by the Director that such funds are due ArDOT and have not been paid by the City.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(City's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation, the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks.
- 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.
- 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 City will include the following language in the solicitation for bids:

“The City 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.”
- 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 (the City 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 not permitted.**

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

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).

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 City 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 CONTRACTOR is requested.

Sincerely,

Mayor

City Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 7/25/17

PAGE 1 OF 2 PAGES

Job No.: _____	Payee/City: _____	DATE: _____
FAP: _____	address _____	
County: _____		PAY REQUEST # _____
Job Name: _____	Federal Tax ID No.: _____	FROM: _____ TO: _____

CITY'S REQUEST FOR PAYMENT

1 Original Contract Amount	_____
2 Net Changes by Change Orders	_____
3 Present Contract Total	_____
4 Work Completed to Date	_____
5 Previous Reimbursements	_____
6 Amount Due this Estimate (subtract Line 5 from Line 4)	

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: _____

CHANGE ORDER SUMMARY

ADDITIONS

DEDUCTIONS

Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 2 above)		

City'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. _____

Resident Engineer

State Construction Engineer

Date: _____

Attachment G

DETAIL ESTIMATE

PAGE 2 OF 2 PAGES

REQUEST NO: _____ DATE: _____
FROM: _____ TO: _____
CONTRACTOR: _____

[illegible]

COPY OF CITY'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

CITY
LPA Report of Daily Work Performed

Job Name: _____	Job No.: _____
FAP No.: _____	Contractor: _____
Date: _____	Hours Worked: _____ - _____
Report No.: _____	

Project Conditions		
<u>Site Conditions</u> _____ Useable _____ Partly Useable _____ Not Useable Min Temp. (F) _____ Max Temp. (F) _____	<u>Weather</u> _____ Sunny _____ Partly Cloudy _____ Rain Rainfall Amt. (in.) _____	<u>Number of Contractor's Personnel</u> _____ Laborers _____ Carpenters _____ Concrete Laborers _____ Equip. Operators _____ Electricians _____ Plumbers _____ Foreman _____ Other _____ _____ Other _____
<u>Comments</u>		

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____ Designated Full-time Employee

CITY
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 City		Recommended for Acceptance in Accordance with Project Agreement
Engineer		ArDOT Resident Engineer

Project Recommended for Acceptance

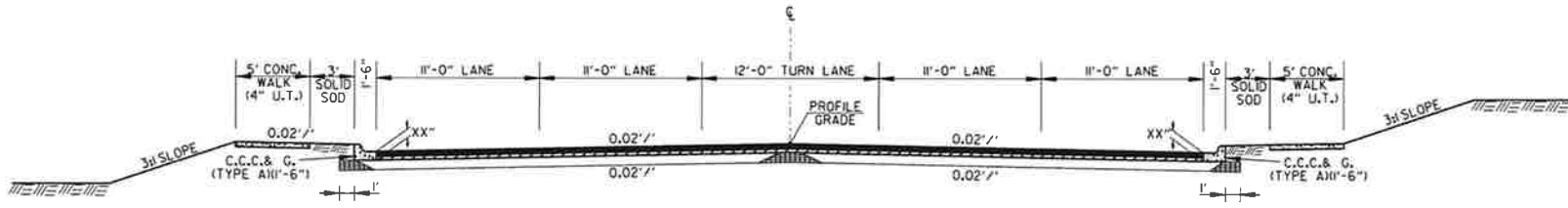
Designated Full-time Employee: _____

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.

CITY's CEO

DATE REVISED	DATE FILMED	DATE REVISED	DATE FILMED	FIGURE DATE	STATE	FIGURE PROJECT	SHEET NO.	TOTAL SHEETS
				6	ARK.			
				JOB NO.	XXXXXX			

2 TYPICAL SECTIONS OF IMPROVEMENT



HWY. XXX-FULL DEPTH
C.C.C. & G. LT. & RT.

TYPICAL SECTIONS OF IMPROVEMENT

8/12/2018

R080357.DGN

LOCAL AGENCY

CONSULTANT SELECTION PROCEDURES

Section I – Application

These procedures apply to federally funded contracts for engineering and design services for projects. The federal laws and regulations that govern the procurement of engineering and design related services with Federal-aid highway funds are:

- 23 U.S.C. 112 “Letting of contracts”.
- 23 CFR 172 “Administration of Engineering and Design Related Service Contracts”,
- 49 CFR 18 “Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments” or more commonly known as the “Common Rule”,
- 40 U.S.C. Chapter 10 Subchapter VI, paragraphs 541-544 or commonly called the “Brooks Act”.

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (ArDOT) has approved these procedures for use by the Local Agency for the “competitive negotiation” method of procurement as defined in 23 CFR 172.5, Methods of Procurement.

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

These procedures do not apply to design-build Contracts.

Section II – Advertisement for Letters of Interest (LOIs).

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 ArDOT'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 a Letter of Interest with primary contact information and Architect-Engineer Qualifications Standard Form 330 Parts I and II. The advertisement will be for either a specific single project, a group of projects, or for an indefinite delivery of projects to be determined at a later date with specific task orders issued for each project.

When the Local Agency advertises a specific project, the advertisement will describe the work in general terms so that firms may evaluate their interest in performing the desired services.

When the Local Agency advertises 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 the Local Agency advertises for an indefinite delivery of projects with later specified task orders, the advertisement will include a general description of work for the project tasks.

Section III – Selection Committee.

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the LOIs and Proposals.

Section IV – Evaluation of LOIs.

The Committee will evaluate each consultant firm based on the following:

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

Following their review, the selection committee will prepare a short list of engineering firms and recommend to the Local Agency that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal (RFP).

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, the Local Agency will forward the scope of work statement to ArDOT to forward to FHWA for review and approval before soliciting RFPs. A Local Agency's scope of work will typically include the following:

1. A detailed description of the work
2. Services that will be furnished by the Local Agency
3. Services expected of the consultant
4. Project conditions of the work
5. Special conditions of the work
6. Assurance of participation of Disadvantaged Business Enterprises (DBE) in Federal-aid projects. The Local Agency may establish a DBE goal of a certain percentage of the work for DBE's to assure DBE's participation in Federal-aid projects. When a DBE goal is specified, the Local Agency will ensure that a certified DBE(s) performs the identified engineering work and that the payments to the DBE(s) verify that the goal was reached. The establishment of a DBE goal does not preclude a DBE from being the prime consultant for the project.

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
6. Updated Standard Form 330 Parts I and II if necessary

The Committee will review the proposals with particular attention to the following evaluation factors and the consideration of 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	10
2	Comprehensive, coherent, and detailed work plan	10
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	80

*Locality preference may be used on a project by project basis where it is not based on political boundaries.

Based on these various items, the Committee will rank the firms in order of preference and submit the list to the Local Agency who will either:

1. Select one firm to enter negotiations with;

2. Select multiple firms for an indefinite delivery contract; or
3. Select two 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 ranked list will be submitted to the Local Agency for review and final selection.

The 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 ArDOT for the contract file.

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. The other firms on the short list will be advised of the firm selected, subject to successful negotiations.

More than one firm may be selected for an indefinite delivery contract. The contract will establish a maximum cost for the contract as well as an expiration date. As individual task orders are issued, individual task order cost estimates will be negotiated.

The selected firm will prepare a draft contract based on a sample contract furnished by the ArDOT. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the ArDOT. The overhead rate shall be verified by an audit by a certified public accountant on behalf of the consultant if the contract exceeds \$250,000. If the contract is less than \$250,000, the overhead rate shall also be verified by an audit by a certified public accountant on behalf of the consultant if at least one of the following 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; or
3. when the contract involves procurement of new equipment or supplies for which cost experience is lacking.

Pursuant to this requirement, the ArDOT 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 amount 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.

When the Local Agency and the consultant agree on a negotiated contract, the consultant will prepare a final draft and submit it to the Local Agency and ArDOT 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 ArDOT for final review and approval. 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 indefinite delivery contracts utilizing federal funds, the ArDOT 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 indefinite delivery 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 execute the task order. The task order will subsequently be submitted to ArDOT for final review and approval. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant. For projects with FHWA oversight, the ArDOT will forward the initial and final drafts of the task order to FHWA for review and comment. The FHWA approves the final executed task order by stamp and signature and retains a copy.

Section VII – Monitoring the Contract.

The Local Agency may identify 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 ArDOT for review and approval.
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the ArDOT.

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 free from defects in workmanship at the time of acceptance and that the work conforms to the requirements of the contract. 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. 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.

CITY LETTERHEAD

JOB NUMBER
JOB DESCRIPTION
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: _____

City Letterhead

*(Designating Full-Time Employee
in Responsible Charge)*

DATE

Mr. Jared D. Wiley
Division Engineer – Program Management
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job Name**
County

Dear Mr. Wiley:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be (insert employee's name). 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. They can be contacted at (insert phone number) or at (insert email address).

Sincerely,

NAME & OFFICE
(City's CEO)

49 CFR 18.42

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Post-Award Requirements

Retention and access requirements for records.

(a) *Applicability.* (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 18.36(i)(10).

(b) *Length of retention period.* (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) *Starting date of retention period--*(1) *General.* When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) *Real property and equipment records.* The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) *Records for income transactions after grant or subgrant support.* In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the

end of the grantee's fiscal year in which the income is earned.

(4) *Indirect cost rate proposals, cost allocations plans, etc.* 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).

(i) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) 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.

(ii) *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 grantee) 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.

(d) *Substitution of microfilm.* Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) *Access to records--*(1) *Records of grantees and subgrantees.* The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) *Expiration of right of access.* The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) *Restrictions on public access.* The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

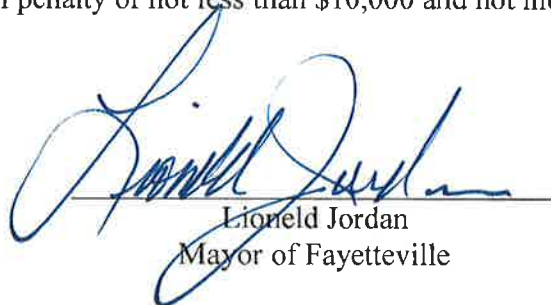
[Revised as of October 1, 1997]

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.



Lioneld Jordan
Mayor of Fayetteville

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

(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 (hereinafter called ArDOT (the Arkansas Department of Transportation)) 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, CITY OF FAYETTEVILLE shall provide the following information to ArDOT in order to fulfill FFATA reporting requirements:

- ✓ A unique identifier (Dun & Bradstreet DUNS Number) 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 – DUNS Number: 075657742

Parent (if applicable) – DUNS Number: _____

- (B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the DUNS 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 (Circle one)*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 DUNS number 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 (Circle one)

*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 DUNS number 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: \$ _____



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **Approval of a resolution to award RFQ 24-01, Selection #1 to McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2025**

RECOMMENDATION:

Staff recommends approval of a resolution to award RFQ 24-01, Selection #1 to McClelland Consulting Engineers, Inc. Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2025.

BACKGROUND:

As part of each of the city's street, drainage, water and sewer projects, a materials testing lab is contracted to perform materials testing for the design and construction. The testing includes asphalt, gravel base, concrete and various other materials used during the construction of these projects. The testing is done to ensure that the materials and the installation meet the City requirements and the project's specifications.

DISCUSSION:

An engineering selection committee selected McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. to be used for on-call materials testing services for street, drainage and utilities projects through April 30, 2025.

BUDGET/STAFF IMPACT:

Funds for the material testing have been budgeted in various capital projects with the Sales Tax Capital Improvements Fund, the Transportation Bond Fund, Drainage Bond Fund and the Water and Sewer Fund.

ATTACHMENTS: SRF (#3), FAY Construction Materials Laboratory Fee Schedule - 2024 (1.30.24) (#4), GTS Unit Rate Sheets 2024 (#5), ECT CMT Region_2024 Field Services Rates (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1739

Approval of a resolution to award RFQ 24-01, Selection #1 to McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2025

A RESOLUTION TO AWARD RFQ #24-01 SELECTION #1 AND AUTHORIZE THE PURCHASE OF ON-CALL MATERIALS TESTING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC., OLSSON ASSOCIATES, INC., AND GTS, INC. AS NEEDED THROUGH APRIL 30, 2025

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 RFQ #24-01 Selection #1 and authorizes the purchase of on-call materials testing services from McClelland Consulting Engineers, Inc., Olsson Associates, Inc., and GTS, Inc. as primary providers for the rates attached to this Resolution and based on availability as needed through April 30, 2025.

City of Fayetteville Staff Review Form

2024-1739

Item ID

3/5/2024

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

Matt Casey

2/12/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to award RFQ 24-01, Selection #1 to McClelland Consulting Engineers, Inc Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2025.

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:

CONSTRUCTION MATERIALS LABORATORY FEE SCHEDULE 2024

GENERAL:

CMT Technician	\$ 65.00 per hour
Senior CMT Technician	75.00 per hour
CMT Supervisor	150.00 per hour
Geotechnical/CMT Specialist	130.00 per hour
Engineering Technician/EIT	130.00 per hour
Laboratory Supervisor	85.00 per hour
Geotechnical Engineer	170.00 per hour
Construction Observation	100.00 per hour
Project Engineer	135.00 per hour
Geotechnical Project Manager	115.00 per hour
Principal Engineer	175.00 per hour
Administrative Assistant	72.00 per hour
Mileage	0.70 per mile

SOILS:

CMT Technician Field Testing*	65.00 per hour
Senior CMT Technician Field Testing*	75.00 per hour
*Density Testing-Nuclear Gauge (ASTM D 2922/ AASHTO T310), Sample Pickup, or Stand-by Time	

Nuclear Density Gauge Fee (per Density Test); [Minimum \$95.00 per trip, per project]	18.00 each
Atterberg Limits Test (3-point) (ASTM D 4318 / AASHTO T89, T90)	65.00 each
Soil Sieve Analysis w/ No. 200 Wash (ASTM D 422, D 1140 / AASHTO T88)	100.00 each
Soils Classification: Atterberg Limits & Sieve Analysis	155.00 each
Standard Proctor Test ASTM D 698 or AASHTO T 99	250.00 each
Modified Proctor Test ASTM D 1557 or AASHTO T 180	300.00 each
California Bearing Ratio (CBR) ASTM D 1883/ AASHTO T193	400.00 each
Dynamic Cone Penetrometer (DCP) Testing ASTM D6951	130.00 per hour
Field Soil Resistivity Testing (4-point Wenner Method) ASTM G 57*	130.00 per hour
*Maximum two (2) tests per hour with a-spacing intervals up to 50 feet	
*Additional time may be required for a-spacing intervals greater than 50 feet	

Additional Soil Testing Procedures Available On Request

CONCRETE/AGGREGATE:

Concrete Mix Design	Price on Request
Review Concrete Mix Design Submittal (Geotechnical Engineer)	155.00 per hour
CMT Technician Concrete Field Testing*	65.00 per hour
Senior CMT Technician Concrete Field Testing*	75.00 per hour
*(1-hour minimum): [For any of the following 6 items:]	
• Concrete Cylinder, Grout, Mortar or Beam Molding	
• Concrete Cylinder or Beam Pickup	
• Concrete Slump Test ASTM C 143 / AASHTO T119	
• Concrete Air Content Test ASTM C 231 or C 173 / AASHTO T 152	
• Cement Mortar or Grout Sampling	
• Stand-by Time	
• Unit Weight and Yield of Freshly Mixed Concrete ASTM C 138 / AASHTO T121	
• Sample Pickup, Transporting, and Processing/Placement Into Curing	
Compressive Strength of Concrete Test Cylinders C 39/T22 (pad capped)	25.00 each
Compressive Strength of Concrete Test Cylinders C 39/T22 (sulfur capped)	35.00 each
Spare Cylinders Specimens Processed, Stored & Cured but not Tested	15.00 each
Schmidt Hammer Testing (Engineering Technician)	110.00 per hour
*ACI Grade I Concrete Field Testing Technician	

CONSTRUCTION MATERIALS LABORATORY

FEE SCHEDULE

2024

CONCRETE/AGGREGATE (Continued):

Flexural Strength of Concrete Beams ASTM C 78 or C 293	50.00 each
Spare Beam Specimens Processed, Stored & Cured but not Tested	40.00 each
Compressive Strength of Grout Cubes/Prisms	40.00 each
Compressive Strength of Cement Mortar Cubes	25.00 each
Concrete Coring (4" diameter):	
Core Machine & CMT Technician	115.00 per hour
Compressive Strength of Concrete Cores (4" diameter)	40.00 each
Other Core Sizes (sampling and testing)	Price on Request
Concrete Fine Aggregate Gradation (AASHTO T11 and T27)	175.00 each
Concrete Coarse Aggregate Gradation (AASHTO T11 and T27)	150.00 each
Aggregate Specific Gravity Testing ASTM C 127, C 128 / AASHTO T84, T85	150.00 each
Class 7 Aggregate Gradation (AASHTO T11 and T27)	225.00 each

Additional Concrete/Aggregate Testing Procedures Available On Request

ASPHALT:

Asphalt Mix Design (Marshall Design Method)	Price on Request
Review Asphalt Mix Design (Geotechnical Engineer)	155.00 per hour
CMT Technician Asphalt Field Testing*	65.00 per hour
Senior CMT Technician Asphalt Field Testing*	75.00 per hour
*In-place Spot Check Density Testing, Sample Pickup, or Stand-by Time	
Superpave Laboratory Analysis (Gmm, Gmb, AC Content, Air Voids, Gradation)	650.00 each
Marshall Laboratory Analysis (Gmm, Gmb, AC Content, Air Voids, Gradation)	750.00 each
Laboratory Density of Cored Samples including Thickness Measurement**	35.00 each
Asphalt Coring Machine & CMT Technician**	115.00 per hour

**Testing and Sampling of 4" or 6" diameter cores

SPECIAL INSPECTIONS:

Spray-Applied Fire Resistant Material/Intumescent Coating Testing	110.00 per hour
Structural Steel/Welding Inspection by CWI	100.00 per hour
Non-destructive Testing on Welds (UT, MT, or Radiographic)	110.00 per hour
Post-Tension Inspection	135.00 per hour
Firestop/Fire Penetration Inspection	130.00 per hour

Services Not Listed are Available on Request

All prices are subject to revision each year

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704

office 479-521-7645
fax 479-521-6232

Fayetteville, Arkansas Office

Effective January 2024

Field Materials Testing Services (please call for unlisted items)

GTS, Inc.

Geotechnical & Testing Services

Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
Earthwork and Soils	Soil Density Testing	Materials Testing Technician performing in-place soil densities	AASHTO T310, ASTM D6938	\$65.00	\$15 Gauge Fee Per Trip
	Soil/Aggregate Sample Pick up	On site sampling of soils and aggregates for laboratory testing	AASHTO T2, ASTM D 75	\$65.00	NA
	Proofroll and Undercut Observation	Engineering observation of on site soils prior to placement of fill material or after undercut has been completed	NA	\$125.00	NA
Concrete	Field Concrete Testing	On site sampling, testing and making concrete test specimens of freshly mixed concrete	AASHTO T23, T119, T141, T152, T309, ASTM C31, C143, C172, C231, C1064	\$65.00	NA
	Concrete Cylinder Pick up (per set charge)	Retrieving concrete test specimens made by GTS or by the client	NA	\$35.00	NA
	Concrete Rebound Hammer (Schmidt Hammer)	Assess the in-place uniformity of concrete and to estimate in-place strength	ASTM C805	\$125.00	\$15.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
Concrete	Concrete Coring and Sampling	Coring and sampling of hardened concrete including backfilling with grout	AASHTO T24 ASTM C42	\$65.00	\$250.00
	Concrete maturity and temperature testing	Placement and downloading of maturity and temperature information and equipment	ASTM C1074	\$125.00	\$50.00 per site visit
	Concrete maturity and temperature sensors (per sensor fee)	Field Sensors	ASTM C1074	\$125.00	\$50.00 Per Test
	Floor Flatness Determination	Evaluating and providing statistical (and graphical) information concerning floor surface profiles	ASTM E1155	\$125.00	.02 per square foot
	Concrete Floor Vapor Emission Testing	Obtaining a quantitative value indicating the rate or moisture vapor emission from a concrete floor	ASTM F1869	\$125.00	\$35 per kit
	Concrete Ph testing	Evaluating the Ph of concrete floors	ASTM F710	\$125.00	\$10 per kit
	Concrete mortar time of setting testing	Time of setting concrete by means of penetration resistance method	ASTM C403	\$125.00	\$150.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
Concrete	Concrete Floor Relative Humidity Insitu Testing	Quantitative determination of percent relative humidity in concrete slabs	ASTM F2170	\$125.00	\$50.00 per site visit and \$50.00 per Sensor Test
Masonry, Grout and Mortar	Field Grout Testing	On site sampling, testing and making grout test specimens of freshly mixed grout	AASHTO T23, T119, T309, ASTM C1019, C143, C1064	\$65.00	NA
	Field Observation of CMU Block Wall Construction	Visual observation of CMU reinforcing, joint placement, bond beams etc.	NA	\$125.00	NA
	Field Mortar Testing	On site sampling, testing and making mortar test specimens of freshly mixed preblended mortar	ASTM C1714	\$65.00	NA
Asphalt	Asphalt Rolling Pattern	Evaluation of density with passes of compaction equipment of fresh hot mix asphalt	ASTM D2950	\$75.00	\$15 Gauge Fee
	Asphalt coring and sampling	Coring and sampling of in place asphalt including backfilling with grout	ASTM D979, AASHTO T168	\$65.00	\$250.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
<i>Construction Observation and additional Special Inspections</i>	Observation of straight shaft drilled piers	Observation of soil type, depth, reinforcing bars, bearing capacity, etc.	NA	\$125.00	NA
<i>Construction Observation and additional Special Inspections</i>	Observation of Geopier foundations	Observation of soil type, depth, compactive effort, bearing capacity, etc.	NA	\$125.00	NA
	Observation of retaining wall installation	Observation of retaining wall construction	NA	\$125.00	NA
	Observation of soil bearing capacity for foundation elements	Observation of soil types and bearing capacity	NA	\$125.00	NA
	Observation of reinforcing bars for foundation and structural elements	Observation of size, number and placement of reinforcing bars	NA	\$125.00	NA
	Observation of driven pile foundations	Observation of driven piles, number of blows, pile size, etc.	NA	\$125.00	NA
	Observation of soil nail reinforcement	Observation of soil nails, bar size, bar length, grout type and strength, etc.	NA	\$125.00	NA
	Observation of micropile foundations	observation of micropiles, bar size, bar length, grout type and strength, etc.	NA	\$125.00	NA

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
<i>Construction Observation and additional Special Inspections</i>	Observation of Post Tension concrete systems	observation of installation and tensioning of post tension cables	NA	\$125.00	NA
<i>Construction Observation and additional Special Inspections</i>	Fireproofing Observation	observation of fireproofing for thickness, density and cohesion	ASTM E605	\$125.00	Paint Thickness Gauge per day \$100.00 / Adhesions \$40.00 per Test
<i>Engineering</i>	Principal Professional Engineer	Professional Engineer services in the field or report writing	NA	\$175.00	NA
	Staff Professional Engineer	Professional Engineer services in the field or report writing	NA	\$150.00	NA
	Intern-Engineer	Intern engineer services in the field or report writing	NA	\$125.00	NA
<i>Structural Steel</i>	Certified Welding Inspector (CWI)	Code compliance, visual and ultrasonic weld inspection, bolt inspection, impact wrench calibration, etc.	Varies	\$150.00	NA
	Reinforcing Bar Locating	Locating reinforcing bars, conduits, post tension cables, etc. in concrete slabs	Varies	\$125.00	\$250 per half day
	Skidmore Wilhelm	Tension Calibrator	Varies	\$150.00	\$40.00
	Torque Multiplier	Used in conjunction with torque wrench for high strength bolt testing	NA	\$150.00	\$100.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
<i>Structural Steel</i>	Torque Wrench	Used for testing torque of high strength bolts	Varies	\$150.00	\$20.00
	Ultra Sonic Testing	UT Machine	Varies	\$150.00	\$40.00
	Mag Particle Testing	Mag Particle Yoke	Varies	\$150.00	\$40.00
	x-ray services	x-ray of structural welds	Varies	Call for Quote	upon request
	Bolt Pulling Test	Used to check the suitability and allowable loads of an anchor type and check they have been installed correctly	Varies	\$125.00	\$150.00
<i>Forensic Testing</i>	Impact Echo Services	Using sound waves to determine flaws and/or thicknesses in concrete structures	NA	\$175.00	\$250.00
	Ground Penetrating Radar	Using radar to locate, reinforcing bars or conduits in concrete, underground utilities, underground structures or tanks, etc.	NA	\$125.00	\$250 per half day

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
<i>Forensic Testing</i>	Sonic Echo Impulse Response	Non-Destructive method of determining length and integrity of concrete foundations	NA	\$175.00	\$1,000.00
	FLIR Infrared Camera Imaging	Infrared imaging of building components using a Flir E60 camera	NA	\$125.00	\$400.00
<i>Administrative and Mileage</i>	Mileage	Portal to portal rates to and from the GTS, Inc. office to the jobsite. Based on current IRS Rate plus 5% (minimum \$35.00 fee per trip).	NA	Based on published current IRS government mileage rates plus 5% (minimum \$35 fee)	
	Report Preparation and Review (Per Report)	Administrative costs for distribution. (Technician reports only)	NA	\$15.00	NA
	Overtime, Weekend, and Holiday Rates	Work requested to be performed on Saturdays or prior to 6:00 am and after 6:00 pm Monday through Friday will be billed 1.5 times the normal hourly rates listed above. Sunday testing will be Double and Holiday will be Triple the normal hourly rates. Any test scheduled before 5:00 A.M. but not performed by no fault of GTS will be a minimum charge of \$200.00.			
	Minimum Time Charge	There is a Minimum charge of 2 hours on site time and .5 hour travel time			

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Laboratory Materials Testing Services (please call for unlisted items)

GTS, Inc.

Geotechnical & Testing Services

	Name of Test	Description	Relevant ASTM and AASHTO	Unit Rate
Earthwork and Soils and Aggregates	Moisture - Density Relationship	Standard Proctor	AASHTO T99, ASTM D698	\$160.00
	Moisture - Density Relationship	Modified Proctor	AASHTO T180, ASTM D1557	\$185.00
	Moisture Content	Moisture Content of soils	ASTM D2216	\$10.00
	Atterberg Limits	Atterberg Limits 3 Point Wet Preparation	AASHTO T-89, AASHTO T-90, ASTM D 4318	\$75.00
	Sieve Analysis	Washed and dried sieve used for soil classification determination (< 5 lbs)	ASTM C136 ASTM C117 AASHTO T27 AASHTO T11	\$75.00
	Sieve Analysis	Washed and dried oversized sieve (greater than 5 lbs)	ASTM C136 ASTM C117 AASHTO T27 AASHTO T11	\$150.00
	Sieve Analysis (Hydrometer)	Fine Particle Size Distribution Using the Sedimentation (Hydrometer) Analysis	AASHTO T 88 ASTM D 422 ASTM D 7928	\$130.00
	Specific Gravity and Absorption	Determination of Specific Gravity and Absorption of Fine or Coarse Aggregate	ASTM C127 AASHTO T84 / ASTM C128	\$60.00
	California Bearing Ratio (CBR) 3-point method	Evaluating the potential strength of subgrade, subbase, and base course material, for use in road and airfield pavements.	ASTM D 1883, AASHTO T 193	\$300.00

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	Name of Test	Description	Relevant ASTM and AASHTO	Unit Rate
Earthwork and Soils and Aggregates	Unconfined Compressive Strength Testing	Obtain a measure of compressive strength for soils that possess sufficient cohesion to permit testing in the unconfined state	ASTM D 2166, AASHTO T 208	\$100.00
	Triaxial testing**	Unconsolidated - Undrained (UU)	AASHTO T 296, ASTM D 2850	\$375.00
	Triaxial testing**	Consolidated - Undrained (CU)	AASHTO T 297, ASTM D 4767	\$500.00
	Triaxial testing**	Consolidated - Drained (CD)	ASTM WK 3821	\$750.00
	Soil Consolidation ** (One-Dimensional, Interval Loading)	Determining the magnitude and rate of consolidation of soil when it is restrained laterally and drained axially while subjected to incrementally applied controlled-stress loading.	ASTM D 2435, AASHTO T 216	\$300.00
	Permeability Testing (Flexible Wall)**	Laboratory Measurement of Hydraulic Conductivity	ASTM D5084	\$300.00
	**	sample prep or remolding	NA	\$75.00

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	Name of Test	Description	Relevant ASTM and AASHTO	Unit Rate
Earthwork and Soils and Aggregates	Sand Equivalency Test	This test assigns an empirical value to the relative amount, fineness, and character of claylike material present in the specimen.	ASTM D 2419, AASHTO T 176	\$450.00
	Soundness of Aggregates	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate	ASTM C 88, AASHTO T 104	\$500.00
	LA Abrasion	Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C 131, AASHTO T 96	\$650.00
	Deleterious Material Determination	determination of friable particles, clay lumps, and soft fragments in an aggregate	NA	\$50.00
	Swell Test ** (One-Dimensional)	Standard Test Method for One-Dimensional Swell or Settlement Potential of Cohesive Soils	ASTM D 4546, AASHTO T 216	\$300.00
	Soil Stabilization	using fly ash, cement and lime to stabilize soils	NA	call for quote
	For any soils and aggregate lab testing not listed please call for quote			
Concrete and Masonry	Laboratory Compressive Strength of Cylinders	Curing, Storing and Testing (Pad Capping) 6" x 12" cylinders	ASTM C 39, ASTM C1231, ASTM C511	\$25.00
	Laboratory Compressive Strength of Cylinders	Curing, Storing and Testing (Pad Capping) 4" x 8" cylinders	ASTM C 39, ASTM C1231, ASTM C511	\$15.00

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GTS, Inc.

Geotechnical & Testing Services

	Name of Test	Description	Relevant ASTM and AASHTO	Unit Rate
Concrete and Masonry	Laboratory Flexural Strength of Beams (per beam)	Curing, Storing, Measuring and Testing	ASTM C 78, ASTM C511, ASTM C1542	\$45.00
	Laboratory Compressive Strength of drilled cores	Curing, Storing and Testing (sulfur Capping)	ASTM C 42, ASTM C 39, ASTM C617	\$50.00
	Saw cutting cylinders and drilled cores	Saw cutting ends of contractor formed cylinders to achieve a perpendicular surface (per end)	NA	\$10.00
	Petrographic Analysis	Microscopic analysis of hardened concrete	ASTM C 457	Call for Quote
	Laboratory Compressive Strength of Grout Prisms	Curing, Storing and Testing (Pad Capping) 6" x 3" x 3" prisms	ASTM C 1019	\$30.00
	Laboratory Compressive Strength of mortar cubes	Curing, Storing and Testing (Pad Capping) 2" x 2" x 2" cubes	ASTM C 109	\$20.00
	Laboratory testing of concrete masonry units	This test methods provides various testing procedures commonly used for evaluating characteristics of concrete masonry units and related concrete units.	ASTM C 140	Call for Quote
Asphalt	Laboratory testing of Asphalt Cores	Laboratory Testing of asphalt cores for specific gravity (density)	AASHTO T-166	\$35.00
Fireproofing	Laboratory Density of Fireproofing (each density)	Laboratory determination of SRFM density	ASTM E 605	\$60.00



2024 Field Operations Services Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services

Field Technician ¹	Hourly	\$70.00
Senior Technician ¹	Hourly	\$80.00
Project Manager	Hourly	\$150.00
Senior Engineer / Team Leader	Hourly	\$210.00
Administrative Coordinator	Hourly	\$67.00

Laboratory Testing Services

Aggregate Testing

Abrasion LAR Machine	Each	\$475.00
Material Finer than No. 200 Sieve	Each	\$80.00
Moisture Content	Each	\$21.00
Particle Size (Gradation) - Sieve Analysis > ¾"	Each	\$200.00
Particle Size (Gradation) - Sieve Analysis < ¾"	Each	\$135.00
Specific Gravity of Coarse Aggregate	Each	\$185.00
Specific Gravity of Fine Aggregate	Each	\$185.00

Asphalt Testing

Asphalt Binder Ignition Method	Each	\$140.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	\$60.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	\$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	\$155.00
Extraction and Gradation	Each	\$200.00

Cement, Concrete, & Masonry Testing

Compressive Strength - Concrete Cores	Each	\$85.00
Compressive Strength – Grout Cubes	Each	\$40.00
Compressive Strength – Mortar Cubes	Each	\$40.00
Compressive Strength – Grout Cylinders	Each	\$35.00
Compressive Strength - Cylindrical Concrete Specimens (4x8)	Each	\$25.00
Flexural Strength of Concrete (Center-Point Loading)	Each	\$75.00
Flexural Strength of Concrete (Third-Point Loading)	Each	\$75.00
Measure Thickness of Concrete Elements (Drilled Cores)	Each	\$65.00

Equipment

Coring Equipment/Machine	Daily	\$300.00
Floor Flatness Equipment	Daily	\$300.00
Mobile Lab	Monthly	\$800.00
Dynamic Cone Penetrometer	Daily	\$120.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	\$110.00
CBR Laboratory Compacted (1 pt)	Each	\$230.00
CBR Laboratory Compacted (3pt)	Each	\$630.00
Classification of Soils (USCS or AASHTO).....	Each	\$230.00
Consolidation - One-Dimensional	Each	\$440.00
Density (Dry/Wet).....	Each	\$30.00
Material Finer than a No. 200 Sieve (P-200)	Each	\$80.00
Moisture Content.....	Each	\$21.00
Moisture Density (Modified Proctor)	Each	\$260.00
Moisture Density (Modified Proctor w/Chemical Additive).....	Each	\$340.00
Moisture Density (Standard Proctor)	Each	\$220.00
Moisture Density (Standard Proctor w/Aggregate).....	Each	\$225.00
Moisture Density (Standard Proctor w/Chemical Additive).....	Each	\$290.00
Oversize Particle Correction.....	Each	\$115.00
Particle Size (Gradation) - Hydrometer.....	Each	\$230.00
Particle Size (Gradation) - Sieve Analysis	Each	\$110.00
Swell or Collapse (One Dimensional)	Each	\$315.00
Unconfined Compression Strength - Intact Rock Cores.....	Each	\$115.00
Unconfined Compression Strength - Soils	Each	\$75.00

Sprayed Fire Resistive Materials (SFRM)

Cohesion/Adhesion of SFRM to Structural Members.....	Each	\$70.00
Thickness and Density of SFRM to Structural Members.....	Each	\$90.00

Miscellaneous Services**Travel**

Mileage (Portal to Portal).....	Mile	\$0.75
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GENERAL TERMS AND CONDITIONS FOR ALL SERVICES:

- All services are charged Portal to Portal
- Services provided on Saturday and Sundays, Holidays or in excess of 8 hours/day will be charged at 1.5 times the unit fee.
- Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
- Mileage Rate subject to change based on Federal and IRS rate changes.
- Project Manager time will be included for project coordination and report review.



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **Approval of a resolution to award RFQ 24-01, Selection #2 to McClelland Consulting Engineers, Inc, Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2025.**

RECOMMENDATION:

Staff recommends approval of a resolution to award RFQ 24-01, Selection #2 to McClelland Consulting Engineers, Inc, Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2025.

BACKGROUND:

The Engineering Division has a two-person survey crew as part of the design team. The survey crew provides surveying services to multiple City Divisions in addition to the surveys needed for the in-house projects designed by the City engineers. As a result, the current workload for the survey crew is quite large. With the potential for many projects to begin in 2024, additional surveying services may be required.

DISCUSSION:

An engineering selection committee selected McClelland Consulting Engineers, Inc., Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. to be used for on-call surveying services for various city projects until April 30, 2025.

BUDGET/STAFF IMPACT:

Funds for the material testing have been budgeted in various capital projects with the Sales Tax Capital Improvements Fund, the Transportation Bond Fund, Drainage Bond Fund and the Water and Sewer Fund.

ATTACHMENTS: SRF (#3), 2024 Current Hourly Rate Schedule (#4), SPF.JPL.FYV Survey 2024 Billing Rate Schedule (#5), Billing Rate Structure (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1740

Approval of a resolution to award RFQ 24-01, Selection #2 to McClelland Consulting Engineers, Inc, Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2025.

A RESOLUTION TO AWARD RFQ #24-01 SELECTION #2 AND AUTHORIZE THE PURCHASE OF ON-CALL SURVEYING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC., HAWKINS-WEIR ENGINEERS, INC., AND OLSSON ASSOCIATES, INC. AS NEEDED THROUGH APRIL 30, 2025

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 RFQ #24-01 Selection #2 and authorizes the purchase of on-call surveying services from McClelland Consulting Engineers, Inc., Hawkins-Weir Engineers, Inc., and Olsson Associates, Inc., for the rates attached to this Resolution based on availability as needed through April 30, 2025.

City of Fayetteville Staff Review Form

2024-1740

Item ID

3/5/2024

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

Matt Casey

2/13/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to award RFQ 24-01, Selection #2 to McClelland Consulting Engineers, Inc, Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2025.

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:



2/1/2024

McCLELLAND CONSULTING ENGINEERS, INC.

***STANDARD HOURLY RATES**

Chief Draftsman	\$110 - \$120
Clerical	\$45 - \$85
Construction Observer	\$75 - \$165
Draftsman	\$70 - \$120
Environmental Scientist/Designer	\$125 - \$145
Geotech Engineer	\$125 - \$200
GIS Technician	\$80 - \$140
HR/Payroll Admin	\$75-\$115
Landscape Architect	\$95 - \$200
Media Specialist	\$85 - \$120
Principal	\$185 - \$275
Project Accountant	\$70 - \$155
Project Designer - Intern	\$50 - \$80
Project Designer	\$80 - \$165
Project Engineer	\$120 - \$175
Project Manager	\$130 - \$210
Registered Land Surveyor	\$100 - \$175
Soils Lab Technician	\$50 - \$140
Specification Writer	\$50 - \$100
Sr. Project Manager	\$160 - \$250
Structural Engineer	\$140 - \$180
Survey (2 man or Robotic) Crew	\$115 - \$165
Survey (3 man) Crew	\$150 - \$200
Survey Field (1 Man or Rodman)	\$45 - \$120
Survey GPS	\$75 - \$135
Survey Technician	\$65 - \$110
Expenses	@ Cost
Mileage	.705/mi

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*



2024 Springfield/Joplin/Fayetteville Survey Billing Rate Schedule

<u>Classification</u>	<u>Hourly Rate</u>
Group Leader	\$210.00
Technical Leader	\$185.00
Senior Surveyor	\$160.00
Surveyor	\$125.00
Associate Surveyor	\$95.00
Assistant Surveyor	\$80.00
Senior Technician	\$110.00
Associate Technician	\$85.00
Assistant Technician	\$72.00
1 Man Field Crew	\$130.00
2 Man Field Crew	\$185.00

<u>Equipment</u>	<u>Daily Rate</u>
Boat	\$100.00
ATV	\$100.00
HD Scanner	\$500.00
Drone	\$500.00
Lidar	\$2,500.00

<u>Travel</u>		
Mileage (Portal to Portal)	Mile	\$0.75
Hotel	Daily	\$140.00
Meals	Daily	\$50.00

Additional Notes

1. These Unit Fees are in effect until January 1, 2025.
2. Services and fees not listed above will be quoted upon request.
3. Services on weekends, holidays, and in excess of 8-hours/day will be charged 1.5 times the unit fee.
4. Subcontracted services will be invoiced at our cost plus 20%



Hawkins-Weir Engineers, Inc.
Hourly Rate Schedule: 2024

Description	Billing Rate/Hour
Engineer VII	\$250
Engineer VI	\$225
Engineer V	\$200
Engineer IV	\$175
Engineer III	\$150
Engineer II	\$125
Engineer I	\$75
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$75
Surveyor	\$150
GPS Survey	\$175
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
Reimbursable Expenses	
Mileage	\$0.72/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted annually
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: Rush Truck Center of AR

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A INTERNATIONAL HV DUMP TRUCK FROM RUSH TRUCK CENTER OF LOWELL AR IN THE AMOUNT OF \$209,706.12 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

BACKGROUND:

Unit 775 (TRAN_F030) has reached replacement with a FASTER score of 15/15 points.

DISCUSSION:

Unit 775 (TRAN_F030) is having an increasing number of mechanical repairs that are increasing downtime and affecting front line service for the Transportation Division. Fleet recommends replacement.

BUDGET/STAFF IMPACT:

This unit was unanimously approved at the January 9th Equipment Committee.

ATTACHMENTS: SRF (#3), Rush Lowell Triaxle Dump Truck HV607 (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1730

Rush Truck Center of AR

A RESOLUTION TO APPROVE THE PURCHASE OF A INTERNATIONAL HV DUMP TRUCK FROM RUSH TRUCK CENTER IN THE AMOUNT OF \$209,706.12 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, unit 775 is having an increasing number of mechanical repairs that are increasing downtime and affecting front line service for the Transportation Division the replacement of this unit was unanimously approved at the January 9th Equipment Committee meeting.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a International HV Dump Truck from Rush Truck Center of Lowell in the amount of \$209,706.12 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original price, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1730

Item ID

3/5/2024

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

Ross Jackson

2/9/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A INTERNATIONAL HV DUMP TRUCK TRAN_F030 FROM RUSH TRUCK CENTER OF AR IN THE AMOUNT OF \$209,706.12 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

Budget Impact:

9700.770.1950-5802.00

Shop

Account Number

Fund

02079.2024

Heavy Duty Utility

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 637,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 637,000.00

Does item have a direct cost? Yes

Item Cost

\$ 209,706.12

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 427,293.88

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



HV607 SBA

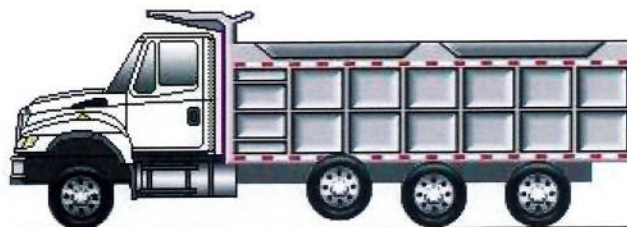
Sales Proposal For:
CITY OF FAYETTEVILLE

Presented By:
RUSH TRK CTR OF AR

Prepared For:
CITY OF FAYETTEVILLE
Ross Jackson
113 WEST MOUNTAIN
FAYETTEVILLE, AR 72701-
(479)575 - 8289
Reference ID: N/A

Presented By:
RUSH TRK CTR OF AR
John E Rangel
807 S BLOOMINGTON ST.
LOWELL AR 72745 - 9667
(479)770-1200

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 68000. Calc. GVWR: 68000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 24.89% / 1.98% @ 55 MPH Calc. Geared Speed: 79.1 MPH
DIMENSION:	Wheelbase: 207.00, CA: 139.90, Axle to Frame: 55.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, . 5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 4.88
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV60700	Base Chassis, Model HV607 SBA with 207.00 Wheelbase, 139.90 CA, and 55.00 Axle to Frame.	6136/3644	9780

AXLE CONFIGURATION

1AND	AXLE CONFIGURATION {Navistar} 6x4	175/92	267
	<u>Notes</u> : Pricing may change if axle configuration is changed.		

ENGINE

12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)	581/-17	564
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12UYH	RADIATOR Aluminium, Cross Flow, Front to Back System, 1469 SqIn, with 1172 SqIn Charge Air Cooler	-49/2	-47
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VBC	AIR CLEANER Single Element	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0

TRANSMISSION

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13BEK	TRANSMISSION, AUTOMATIC (Allison 4500 RDS) 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	521/121	642
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral	0/0	0
13WEH	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WAW	OIL COOLER, TRANSMISSION (Modine) Water to Oil Type	25/0	25
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
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REAR AXLES, SUSPENSIONS

14GVM	AXLE, REAR, TANDEM (Meritor MT-40-14X-5DCR-P) Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends, Gear Ratio: 4.88	0/2187	2187
14UMV	SUSPENSION, REAR, TANDEM (Hendrickson HMX EX 400) Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/590	590
14WNH	AXLE, PUSHER, LIFT TYPE (Watson & Chalin SL1190SSR Tru-Trk Alumilite) 13,500-lb Capacity, One Self-Steer Axle	320/499	819
14UAB	AXLE SPACING, FIRST PUSHER 49" Ahead of Drive Axle	0/0	0
14RAB	AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside And Outside Cab; Includes Pressure Gauge and Lift/Lower Switch Inside Cab; Pressure Gauge and Pressure Regulator Outside Cab	0/0	0
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations	0/0	0
14WCP	TORQUE RODS (Hendrickson) TRAAX Rods, Longitudinal Only	0/-6	-6
14WCR	TRANSVERSE TORQUE RODS (Hendrickson) TRAAX Rod, Transverse Only	0/-8	-8

FRONT AXLES

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
2ARU	AXLE, FRONT NON-DRIVING (Meritor MFS-16-143A) Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148
FRONT SUSPENSIONS			
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VHX	CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HLX	GAUGE, VOLTMETER Auxillary Gauge, Located in Center Panel. Standard Cluster Also Includes Digital Voltage Readout	0/0	0
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SNN	MIRRORS (2) C-Loop, Heated, Bright Heads, Black Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		

Code	Description	F/R Wt	Tot Wt
		(lbs)	(lbs)
16VVA	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 6x2, 6x4 and 6x6 Axle Configurations, Does Not Include Lift Axles or Spare Wheels	10/1	11
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	0/0	0
16LUM	SEAT, PASSENGER (National) Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage	37/11	48
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
FRAMES			
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	387/511	898
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty	4/0	4
1586	TOW LOOP, FRONT	85/0	85
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)	172/-172	0
BRAKES			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	0/0	0
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDT	BRAKES, FRONT (Meritor 16.5X6 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
4ETG	BRAKE CHAMBERS, FRONT AXLE (MGM) 24 Sqn	5/0	5
4LAA	SLACK ADJUSTERS, FRONT (Haldex) Automatic	14/0	14
4XDS	BRAKES, REAR (Meritor 16.5X8.625 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle	0/150	150
4EXW	BRAKE CHAMBERS, REAR AXLE (Bendix EnduraSure Pro) 30/30 Sqn Spring Brake	0/14	14
4LGA	SLACK ADJUSTERS, REAR (Haldex) Automatic	0/32	32

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4WDW	BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)	0/0	0
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30
4JBR	BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle	0/0	0
4JNJ	SLACK ADJUSTER, PUSHER AXLE (Haldex) Automatic; for Single Pusher Axle	0/0	0
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	0/0	0
4EBT	AIR DRYER (Bendix AD-IP) with Heater	14/13	27
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	15/6	21
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	0/0	0
4WDA	DRAIN VALVE (3) Petcocks, for Air Tanks	0/0	0

STEERING

5PTB	STEERING GEAR (2) (Sheppard M100/M80) Dual Power	102/-6	96
5710	STEERING COLUMN Tilting and Telescoping	17/2	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0

DRIVELINES

6DGU	DRIVELINE SYSTEM (Dana Spicer) SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	12/53	65
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EXHAUST SYSTEMS

7BLX	EXHAUST SYSTEM Vertical Aftertreatment System, Frame Mounted Right Side Back of Cab, for Single Vertical Tail Pipe	49/33	82
7SDP	ENGINE COMPRESSION BRAKE (Jacobs) for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	43/5	48
7WDM	EXHAUST HEIGHT 10'	18/10	28
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	16/9	25
7WDT	TAIL PIPE (1) Straight Type	6/3	9

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8TTR	BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab	0/0	0
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2
8MSL	BATTERY SYSTEM {Fleetrite 31-PC2120 AGM} Maintenance-Free, (3) AGM 12-Volt 2775CCA Total, Top Threaded Stud	57/44	101
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror	18/1	19
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
FRONT END			
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
9HBM	GRILLE Stationary, Chrome	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC			
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
10JPA	CUSTOMER IDENTITY for Sourcewell	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10XBU	SPECIAL RATING, GVWR Limited to 68,000-lb GVWR	0/0	0

FUEL TANKS

15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab	10/7	17
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0

WHEELS, TIRES - FRONT

27DUL	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	72/0	72
7652543288	(2) TIRE, FRONT 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position	40/0	40

WHEELS, TIRES - REAR

28DUL	WHEELS, REAR {Accuride 29300} DUAL DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/288	288
7652543288	(8) TIRE, REAR 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position	0/160	160

WHEELS, TIRES - LIFT AXLE

34ACJ	WHEELS, LIFT AXLE PUSHER {Accuride 51408} Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>	106/254	360
7472133269	(2) TIRE, PUSHER 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position	0/0	0

Services Section:**WARRANTY**

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	Total Component Weight:	9276/8563 (lbs)	17839 (lbs)
1	16" Hilbilt Mongoose Dump Body installed	0/0	0
	Total Body Allied:	0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)		
Description		Price
Net Sales Price:		\$209,706.12
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

January 10, 2024

City of Fayetteville (707-24-1)

16' HilBilt Mongoose Dump Body Installed

138-140" Clear Usable Cab to Center of Tandem Measurement Recommended

48" Side Height / 48" Tailgate Height

8" Tubing Main Frame

4" X 6" Tubing Crossmembers on 12" Centers

1/4" AR450 Steel Sides & Floor

3/16" AR450 Hi-Lift Combo Tailgate

5/16" AR450 Open Front to Vent Doghouse (Doghouse not Insulated)

Ladder Installed on Driver's Side Rear in Front of Hi-Lift Cylinders

Standard Straight Front (Doghouse will be Open not Enclosed to Vent Cylinder)

Internal Filter in Hydraulic Tank (Not Installed Externally)

Inverted Angle Installed on Top of Top Rail & Tailgate to Shed Debris

Electric Mountain Tarp Installed (Asphalt) Integrated Mounted

36" Cab Protector

White in Color

9 3/4" Heavy Duty Pipe Apron Installed (Not 12")

Standard DOT LED Lighting

Air Operated Pump / Hot Shift PTO for Allison Transmission

Side Mount Hydraulic Tank (40" Minimum of Clear Usable Frame Needed)

1 Pair of Oval LED S/T/T Lights Installed in Rear Rib (1 each Side)

Install 1 Pair of Oval Back Up Lights in Rear Body Bumper (Apron May Block Lights)

Install 2 Pair of Oval S/T/T Lights in Rear Body Bumper (Apron May Block Lights)

Back Splash Installed for Bumper Lights

Electric Buyers Products Vibrator Installed (Not Cougar)

45 Degree Dump Angle (Not 50)

Standard HilBilt 2 Year Warranty

\$41,419.00 Installed

Quote is valid for 7 business days. If the chassis arrives after 4/30/2024 the quote is subject to change

Dealer Quote: FET or State Sales Taxes not Included / FOB Benton, Arkansas

Thank you for allowing HilBilt to quote your equipment needs.

Danny Golden (501) 993-1902



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	City of Fayetteville	Rush Truck Center Lowell	
Contact:	Ross Jackson	John Rangel	
Address:	113 West Mountain	807 South Bloomington	
City/State/Zip:	Fayetteville/AR/72701	Lowell/AR/72745	
Phone:	(479) 879-6221	(479) 866-7524	
Email:	rjackson@fayetteville-ar.gov	rangeli@rushenterprises.com	

Proposal Number	3843
Date	1/18/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis			
New 2025 International HV607 6x4 Chassis			\$ 216,093.00
Base Chassis List	\$ 121,554.00		
Options List	\$ 94,539.00		
Sourcewell Contract Discount	31.0%	\$ (67,079.64)	
Volume Incentive		\$ -	
Material Price Increases		\$ -	
Net Sourcewell Chassis Price		\$ 149,013.36	
Sourcewell Partner Body			
Hilbilt 16' Mongoose Dump Body Installed		\$ 41,419.00	
		\$ -	
Handling Fee	4.00%	\$ 1,656.76	
Non-Sourcewell Dealer Supplied Body			
		\$ -	
		\$ -	
Handling Fee	5.00%	\$ -	
Additional Post Build Work			
		\$ -	
		\$ -	
		\$ -	
Handling Fee	5.00%	\$ -	
Service Contracts			
Allison ETC		\$ 2,067.00	
Navistar 2024 EPA Protection Plan 1 Plus Aftertreatment 60/150000		\$ 5,750.00	
Navistar Extended Vehicle Coverage and Towing 60/150000 Unlimited		\$ 6,750.00	
Additional Freight			
		\$ -	
		\$ -	
Additional Floorplan			
Special P&D		\$ 3,050.00	
		\$ -	
Additional Fees & Taxes			
		\$ -	
		\$ -	
		\$ -	
Final Sourcewell Per Vehicle Price FOB Rush Truck Center Lowell		\$ 209,706.12	
Final Sourcewell Total Vehicle(s) Price		\$ 209,706.12	
Additional Sourcewell Qualified Content			
Customer Parts Credit - Fleet Charge only	\$200		
A26 Incremental Parts Credit - Fleet Charge only	\$200		
Silver Package Award	\$1,200		

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.

Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.

Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

City of Fayetteville will take quotes on Tri-Axle Diesel Powered Cab & Chassis with Dump Body and Hoist with accessories listed below.

Prices shall be effective thru **March 2024** when we expect to have a purchase order and order will be placed. Tri-Axle Diesel Powered Cab & Chassis with Dump Body and Hoist is a replacement item. Accessories will be evaluated by use and as budget allows.

Quotes to be returned to Ross Jackson at the City of Fayetteville Fleet Division, 1525 S. Happy Hollow Rd. Fayetteville, AR 72701 or emailed to rjackson@fayetteville-ar.gov

Quotes must include:

Purchasing Co-op name and contract number

Model numbers and pricing all attachments individually

Note any deviations to specifications

Contract name; Rush Truck Center's Lowell

Contract # 060920-NVS (proposal# 3843)

Chassis; Make / Model International / HV607 6X4

Body; Make / Model Hilbilt / Mongoose

Thermal Insulation add-on (option)

Soundproof Insulation add-on (option)

Delivered Price each unit, \$ 209,706.12

Calendar days from PO to delivery, 175

1. **GENERAL:**

- 1.1 All unit quotes shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for award.
- 1.2 All specifications written are to minimums unless otherwise noted.

2. **MANUFACTURER/MODEL**

- 2.1 Unit quotes shall be new and of the latest standard production model as offered for commercial trade.

3. **ITEM 1 – DIESEL TRUCK CAB AND CHASSIS**

3.1 **ENGINE:**

- a. ☒ Six (6) cylinder inline turbo-charged diesel with DEF system or equal
- b. ☒ Cummins ISL 370 horsepower or equal
- c. ☒ 1250 foot pounds peak torque at 1200 RPM
- d. ☒ OEM internal engine brake quiet style system
- e. ☒ 120 VAC engine block heater with exterior plug mounted under driver's door or near front bumper.
- f. ☐ OEM shutdown system for engine oil pressure and overheating of cooling system equipped with a dash mounted "Engine Shutdown" light indicator.
- g. ☒ Heated fuel/water separator
- h. ☒ Exhaust system shall not be mounted directly under cab without proper heat shields in place to diffuse excessive heat and noise.
- i. ☐ Vertical exhaust stack with bright finish heat shield and turnout positioned to clear cab protector (shall not interfere with PTO opening nor require more than six inches between dump body and back of cab). *REFER TO SPECIAL QUOTATION ITEM 0007*

3.2 **TRANSMISSION:**

- a. ☒ Six (6) speed 4500RDS Allison automatic
- b. ☐ Min 4.70 to one (1) reduction in first gear *4.88*
- c. ☐ Push button gear selector with Allison Prognostics *COLUMN MOUNTED STALK SHIFTER IS THE ONLY OPTION AVAILABLE*

3.3 **STEERING:**

- a. ☒ Hydraulic power steering
- b. ☒ 18 inch diameter steering wheel

3.4 **BRAKES:**

- a. ☒ Air brakes with 18 cfm compressor. Compressor air intake shall be common with engine air intake.
- b. ☒ Air tank drains to be run individually to driver's side and installed in a bank with petcocks

- for ease of driver operation, the City shall approve location.
- c. ☒ Bendix AD-IS heated air dryer or equal or new and of the latest standard production model as offered for commercial trade.
 - d. ☒ Installed outside of frame for ease of service.
 - e. ☒ Four rear axle mounted, spring actuated parking brakes
 - f. ☒ Meritor front drum brakes or equal
 - g. ☒ Meritor rear drum brakes or equal
 - h. ☒ Brake chambers and components within rear tire radius envelope, not to interfere with asphalt paver operation.

3.5 FRONT AXLE & SUSPENSION:

- a. ☒ Set back front axle
- b. ☐ 14,600 pound axle capacity rating 16,000
- c. ☐ 14,600 leaf spring suspension 16,000
- d. ☒ Double acting shock absorbers

3.6 REAR AXLES AND SUSPENSION:

- a. ☒ 40,000 pound rated suspension
- b. ☒ Acceptable suspensions: Hendrickson-Haul HMX 400® rubber suspension or Mac M-ride®
- c. ☒ Axles shall have a minimum 54 inch spacing.
- d. ☒ Meritor tandem axles with heavy wall housing and a combined rating of 40,000 pounds.
- e. ☒ Life tandem drive with power divider on front axle.
- f. ☒ Driver controlled "Full" differential lock on both rear axles.
- g. ☒ Ration to provide no less than 68 mph and no more than 73 mph at governed engine RPM.

3.7 LIFT AXLE AND SUSPENSION:

- a. ☒ Steerable air lift axle installed forward of rear tandems
- b. ☒ Equipped with 11R-22.5 inch tires, Tier 1 - 20 ply with 10k rating to meet weight of vehicle; Max Traction tread tubeless steel belted radials on ten (10) hole hub piloted steel wheels
- c. ☐ 13,000 pound capacity axle with air suspension 13,500
- d. ☒ Minimum axle and mounting ground clearance 16 inches in raised position
- e. ☒ Manual controls with air gauge easily acceptable to driver.
- f. ☒ Axle shall steer or automatically lift when in reverse gear
- g. ☒ Factory installed by chassis manufacturer, shall be with Huck fasteners

3.8 GROSS VEHICLE WEIGHT RATING:

- a. ☐ 67,600 pounds 68,000

3.9 WHEELS/TIRES:

- a. ☒ Ten (10) hole hub piloted steel disc wheels painted white
- b. ☒ Front – Two 315/80 R22.5 inch tires, Tier 1 - 20 ply with 10k rating to meet weight of vehicle; Max Traction tread tubeless steel belted radials
- c. ☒ Lift axle – (2) 11R-22.5 inch tires, Tier 1 - 20 ply with 10k rating to meet weight of vehicle; Max Traction tread tubeless steel belted radials on ten (10) hole hub piloted steel wheels
- d. ☒ Rear – (8) 315/80 R 22.5 inch tires, Tier 1 - 20 ply with 10k rating to meet weight of vehicle; Max Traction tread tubeless steel belted radials on ten (10) hole hub piloted steel wheels

3.10 ELECTRICAL SYSTEM:

- a. ☐ Twelve (12) volt, 140 amp alternator *12 Volt, 160 Amp*
- b. ☒ Three (3) Group 31-12 volt sealed maintenance free batteries
- c. ☒ Voltmeter
- d. ☒ Engine Oil pressure gauge
- e. ☒ Coolant temperature gauge
- f. ☒ Fuel level gauge
- g. ☒ Tachometer
- h. ☒ Engine hour meter
- i. ☒ MPH speedometer
- j. ☒ Mileage odometer
- k. ☒ Front mounted turn signal lamps visible front and side.
- l. ☒ Lighting shall comply with all state and federal regulations

3.11 CAB:

- a. ☒ Conventional type with tilt hood and fenders
- b. ☒ 74 inch maximum ABC (front axle to back of cab – including exhaust stack)
- c. ☒ Driver's high back, air suspension seat
- d. ☒ Passenger bucket seat
- e. ☒ Seat belts for two (2)
- f. ☒ Fresh air heater and defroster
- g. ☒ Factory installed air conditioning
- h. ☒ Dual sun visors
- i. ☒ Motorized dual heated west coast type mirrors with heated convex mirrors and breakaway brackets.
- j. ☒ Dual air horns
- k. ☐ Tinted side door (both) glass 20%
- l. ☒ Cab entry handle and safety step at each of the two (2) doors
- m. ☐ Self-canceling turn signal switch. *INCOMPATIBLE W/AIR BRAKE SYSTEM. REDSON ATTACHED*
- n. ☒ Intermittent two (2) speed windshield wipers with electric washer pump and reservoir
- o. ☒ AM/FM radio
- p. ☒ Installation of City two-way radio, microphone and antenna Provided and built into

- q. ☐ purchase price)
- q. ☐ Installation of City door decals (Provided by City of Fayetteville Fleet Division, installed during PDI by dealer)
- r. ☒ Twelve (12) volt connections for CB radio
- s. ☒ Air ride cab suspension
- t. ☒ Ergonomically adjustable steering wheel

3.12 FRAME:

- a. ☒ Frame shall meet or exceed the current highest industry standards and requirements for a frame. The frame shall be warranted to be free from defects in material or workmanship for a period of five (5) years.
- b. ☒ Successful bidder shall be responsible to coordinate chassis and body manufacturer to assure proper load distribution and mounting with minimum wheelbase and no more than eight (8) inches between cab and body
- c. ☒ Painted steel front bumper
- d. ☒ Front tow loop(s) shall be fully braced to the chassis frame.
- e. ☒ Factory installed by chassis manufacturer with Huck fasteners or equal

3.13 FUEL TANK:

- a. ☒ Minimum 70 gallon safety step tank

3.14 COLOR:

- a. ☒ Exterior color – White polyurethane enamel
- b. ☒ Interior color – Black or standard neutral color

4. ITEM 2 –DUMP BODY SPECIFICATIONS:

4.1 DUMP BODY:

- a. ☒ 15 cubic yard water level capacity at the top of the tailgate.
- b. ☒ Length – 16 feet- no inches outside
- c. ☒ Width – 96 inches outside
- d. ☒ Side height from floor – 48 inches
- e. ☒ Minimum four (4) inches to maximum eight (8) inches between cab and body.
- f. ☒ ¼ inch AR400 steel floor and sides. **AR 450**
- g. ☒ Floor and sides shall be manufactured as one (1) piece from top of one side to top of the other side. Sides shall be joined together with no external reinforcement banding strips. Floor shall have no less than 40 inches of flat floor and no more than 24 inches of radius transferring to either side.
- h. ☒ Two (2) inch by eight (8) inch by ¼ inch rectangular tubing main sills.
- i. ☒ Eight (8) inch depth rear cross sill at tailgate
- j. ☒ Six (6) inch by four (4) inch ten (10) gauge channel Cross sills welded on twelve (12) inch centers

- k. ☒ Side rails shall be level with tailgate (no steel or wood extensions shall be acceptable) and shall be constructed of four (4) inch by six (6) inch by ¼ inch steel tubing. Cap top rail with inverted ¼ inch angle iron to shed debris.
- l. ☒ Full length fender on each side angled from body to shed debris, shall be adequately braced to mount tarp torsion spring mount. *AR450*
- m. ☒ Tailgate shall be 3/16 inch AR400 steel with vertical braces. Tailgate latch arms shall be a minimum of AR200 steel. Tailgate shall include a Hi-Lift mechanism to increase opening by no less than 24 inches. Cap top rail with inverted ¼ inch angle iron to shed debris.
- n. ☒ Asphalt Bed with proper insulation to keep hydraulics from overheating
- o. ☒ Top and bottom chain hooks for tailgate adjustment.
- p. ☒ Steps over right wheel with rod hand holds to facilitate operator access to body interior
- q. ☒ Twelve (12) inch asphalt skirt at rear of body constructed of minimum ¼ inch steel with schedule 80 pipe capping rear edge
- r. ☒ All bed attachments and spacers shall be construct of steel
- s. ☒ All pivot points shall be equipped with grease fittings and hardened steel bushings
- t. ☒ Air operated tailgate release and lift with control valve mounted in control console
- u. ☒ Mud flaps shall be in rear of the tandem axles and contain no brand logos or advertisements
- v. ☒ Entire body shall be completely sandblasted and cleaned of things such as dirt, oil, slag, etc. prior to priming. Primer shall be a minimum of 1.2 mil thickness
- w. ☒ Body paint and color shall be white urethane enamel with a minimum of 2.5 mil thickness

4.2 CAB PROTECTOR:

- a. ☒ 36 inch long, full width protector with three (3) inch high rail around the outer edge of the protector and shall be heavily reinforced by steel plate on both sides.

4.3 HOIST:

- a. ☒ Single telescopic cylinder of 26 ton capacity as rated by NTEA Class 100
- b. ☒ 50 degree dump angle with auto shutoff
- c. ☒ Safety stand with locking device for servicing under the body
- d. ☒ Chelsea® hot shift PTO
- e. ☒ "Parker" direct mount hydraulic pump
- f. ☒ Hydraulic Tank mounted outside of frame
- g. ☒ Hydraulic tank shall have shutoff valve installed for ease in servicing hydraulic system. Hydraulic spin-on filter externally mounted LFH 4223 or equal on tank with drain at bottom of tank.
- h. ☒ Hydraulic hoses shall have crimped or threaded fittings, no push on hoses shall be accepted.
- i. ☒ Air operated hoist control valve and PTO control mounted in a console box within easy reach of driver. Shall not obstruct seating, controls or safety devices.

4.4 TARP SYSTEM:

- a. ☒ Mountain Tarp® or approved equal flip tarp system

- d. Will be Integrated in Cab Pass To Service Deflector
- b. ☒ Direct drive electric motor with worm gear drive, shall be cab mounted control
 - c. ☒ Torsion springs mounted through the rail
 - d. ☒ Tarp/wind deflector
 - e. ☒ All purpose vinyl tarp

4.5 BODY ELECTRICAL:

- B. Will be in rear Bumper of Body - Apron w/ Block View of Lights w/ be dual not trans
- a. ☒ Lighting shall comply with requirements of FMVSS#108
 - b. ☒ Two (2) red - four (4) inch LED brake/marker lights, two (2) red - four (4) inch LED turn/marker lights, and two (2) clear - four (4) inch LED reverse lights shall be mounted in a location approved by Fleet Operations. Protective backslash shall be provided to protect lights and wiring from wheel spray and hot asphalt.
 - c. ☒ Two (2) rubber grommet mounted LED brake indicator lights mounted in upper rear of dump bed, one (1) on each side of tailgate
 - d. ☒ Rubber grommet mounted LED side marker lights as required by state and federal regulations.
 - e. ☒ All wiring shall be in protective conduit or loom
 - f. ☒ All wiring connections shall have permanent waterproof connectors. "Scotch-Lock" type connectors shall be unacceptable.
 - g. ☒ 80 dba backup alarm

4.6 BODY VIBRATOR:

- b. Buyers Product Brand
- a. ☒ An electric vibrator shall be mounted on the body to facilitate clean dumping
 - b. ☒ Cougar Industries® DC-3200, Vibco® DC-3500, or approved equal
 - c. ☒ Intermittent push button switch shall be mounted in control console

5. WARRANTY

- ✓ 5.1 The cab and chassis shall be warranted for four (4) years/100,000 miles or the manufacturer's standard warranty, whichever is greater.
- ✓ 5.2 The engine and drive train will be warranted for five (5) years/150,000 miles or the manufacturer's standard warranty, whichever is greater.
- ✓ 5.3 The complete exhaust system, including DEF and turbo will be covered for five (5) years
- ✓ 5.4 The Allison transmission shall be warranted for five (5) years. **4 YEAR ETC \$1567**
- ✓ 5.5 The dump body, accessories, and installation shall be warranted for two (2) years or the manufacturer's standard warranty, whichever is greater.
- ✓ 5.6 Warranty shall include all parts, labor, and transportation to the location of the warranty service center.
- ✓ 5.7 Successful vendor shall be responsible for warranty administration of entire unit.

5.8 Each unit shall be delivered with the following warranty documents which shall be placed into effect upon the first day of service as recorded in the Cities FMIS (Faster Fleet Management Software)

- a. ☒ Manufacturer's warranty which shall be honored at any local manufacturer-authorized dealership.
- b. ☒ Manufacturer's warranty shall be provided for each supplemental unit mounted on and delivered with each primary unit.

6. STANDARDS

6.1 Each unit shall meet or exceed the following applicable standards.

- a. ☒ Environmental Protection Agency's Exhaust Emission Standards (EPA)
- b. ☒ Occupational Safety and Health Administration Standards (OSHA)
- c. ☒ Arkansas State Highway Commission Regulations regarding vehicle markings, lighting, and reflectors.

7. DELIVERY/DOCUMENTATION

7.1 All unit(s) shall be delivered F.O.B. to the City's Fleet Operations facility, located at 1525 S. Happy Hollow Rd, Fayetteville, AR 72701, for compliance review and final acceptance

7.2 Delivery shall include the following documents as a minimum:

- a. ☒ Manufacturer's Certificate of Origin
- b. ☒ Dealer Invoice
- c. ☒ Odometer statement
- d. ☒ A list of all required service filters with part numbers and cross over Fleet Pride part numbers
- e. ☒ A list of all required service fluids and lubricants with part numbers and generic specifications.

7.3 Units shall be fully assembled, serviced, and ready for operation as delivered.

8. MANUALS

8.1 The successful vendor agrees to furnish one (1) set each of the following list of manuals at date of delivery:

- a. ☒ Operator's Manual: one (1) file copy **plus** one (1) additional copy for each vehicle purchased)
- b. ☒ Shop Maintenance Repair Manuals (Paper or electronic format)
- c. ☒ Parts (OEM) Manual (Paper or electronic format)
- d. ☒ Current copies of parts and service manuals previously provided by vendor will satisfy this requirement.

8.2 Payment(s) may be held until all manuals and certifications are delivered to the City of

Fayetteville Fleet Operations Division:

9. SUPPORT SERVICES

- 9.1 Repair Parts Inventory – A stock of standard repair parts for units bid shall be available for immediate delivery to the City from the vendors service inventory. A full stock of all repair parts shall be available for shipment within 24 hours of parts requests. Parts inventory availability shall be considered with the purchase decision.
- 9.2 Maintenance Service – Fully trained maintenance personnel shall be available for service within twenty-four (24) hours of repair requests. This shall include warranty service. Availability of maintenance personnel shall be considered in the purchasing decision. If warranty repairs take more than three (3) days, the City's rental charges can be accessed to the Dealer.
- 9.3 Local servicing Dealers previous performance will be used in the determination of their ability to adequately support parts and service required for this (these) unit(s).

10. TRAINING

- 10.1 Training quoted below shall be arranged through Fleet Operations for both, operators and technicians, by a qualified instructor at a location designated and provided by the City.
 - a. ✓ Operator Training (REQUIRED) - This training shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified vehicle operators.
 - b. ✓ Maintenance Training (REQUIRED) - This training shall be designed to instruct qualified mechanics in techniques and procedures that are needed to understand the repair and maintenance of new unit model supplied. The factory shall provide 8 hours of training to the City of Fayetteville techs in a classroom and shop environment.

The vehicle and body that is provided must be available if requested for a (3) day Demo by the City of Fayetteville.

SQ Header

SQ Number: 001286W (2024)
Customer: CITY OF FAYETTEVILLE
Customer alias: CITY OF FAYETTEVILLE
Fleet Number: 0000325779
Reference ID:
Model: HV607 SBA (HV607)
Bid Open:
Safe Program:
SPA Number:

Last Modified: 1/18/2024 09:03
Submitted By: RUSH TRK CTR OF AR
Dealer Contact: John Rangel
Phone: (479) 866-7524
SQ Description:
SE Contact Name:

Stock Vehicle: No
Number of Vehicles: 1
Potential Per Year: 0

SQ Status

No. of Items: 4
SQ Status: Submitted

SQ Type: Proposal
Submit Date: 1/18/2024 09:06

SE Items

Item	Feature Code	Description
0002	0014WBA	Description: LIFT AXLE ENGR REVIEW,Special Quotation to Allow Engineering Review of Lift Axle Configurations Request: Incompatible with the following: 0014WNH
0004	0014WNH	Description: AXLE, PUSHER, LIFT TYPE,(Watson & Chalin SL1190SSR Tru-Trk Alumilite) 13,500-lb Capacity, One Self-Steer Axle Request: 0014WNH is unavailable due to 0016VHX,CAB MOUNTING HEIGHT EFFECTS, 0012EZA,ENGINE, DIESEL
0006	0015SGG	Description: FUEL TANK,Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab Request: 0015SGG is requested in place of codes required by this relationship: 0008TTR,BATTERY BOX, 0007BLX,EXHAUST SYSTEM, 0015LNR,FUEL/WATER SEPARATOR, 0012EZA,ENGINE, DIESEL, Currently Selected: 0015SGG,FUEL TANK,Top Draw, Non-Polished Aluminum, D-Style, 19" T
0007	0007BLX	Description: EXHAUST SYSTEM,Vertical Aftertreatment System, Frame Mounted Right Side Back of Cab, for Single Vertical Tail Pipe Request: 0007BLX is requested in place of codes required by this relationship: 0014WNH,AXLE, PUSHER, LIFT TYPE, 0015WDG,DEF TANK, Currently Selected: 0007BLX,EXHAUST SYSTEM,Vertical Aftertreatment System, Frame Mounted Right Side Back of Cab, for Single Vertical

Market/Application/Mission

Market: UNITED STATES
Vehicle Type: TRUCK
Application: CONSTRUCTION DUMP

GVWR(Calc): 27500
GCWR(Rqst): 0
GCWR(Calc): 80000
Start/Grade Ability: 25.00%/0.50% @55 MPH

Vehicle Information

Wheelbase: 207.0
AF: 55.0
Ratios: 4.88 0.00 0.00
Desired Speed: 75
PTO Provision:

Sleeper Box: 0
Trailer/Body:
Vocational Desc: Construction Dump
Top Speed: 75

Components

Axle Config : 0001AND	{Navistar} 6x4
Engine : 0012EZA	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
Transmission : 0013BEK	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
Aux Transmission :	
Clutch : 0011001	Omit Item (Clutch & Control)
Front Axle : 0002ARU	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
Rear Axle : 0014GVM	{Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends
Fuel Tank : 0015SGG	Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
Trans Case :	
Rear Suspension : 0014UMV	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
Frame : 0001CGE	Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL
Frame Reinf :	
Front Suspension : 0003ADE	Parabolic Taper Leaf, Shackie Type, 16,000-lb Capacity, with Shock Absorbers
Brake : 0004091	Dual System for Straight Truck Applications
Exhaust : 0007BLX	Vertical Aftertreatment System, Frame Mounted Right Side Back of Cab, for Single Vertical Tail Pipe
Exhaust Brake :	
Cab : 0016030	Conventional, Day Cab

Tires/Wheels

Front Tire : 07652543288	315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position
Rear Tire : 07652543288	315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position
Front Wheel : 0027DUL	{Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
Rear Wheel : 0028DUL	{Accuride 29300} DUAL DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
Front Spare Tire: No	
Rear Spare Tire: No	
Front Spare Wheel: No	
Rear Spare Wheel: No	



Proposal: 3643	Version: 1	Model: HV607 SBA (HV607)	Axle Config: 6X4	Config Date: 2/13/2024
Dealer: RUSH TRK CTR OF AR (611244 003)	Application: Construction Dump	Customer Name: CITY OF FAYETTEVILLE	Price Date: 12/15/2023	
Status: Complete	GVWR: 68000			

Feature Code	Description
0008WEZ	TURN SIGNAL SWITCH Self-Canceling
Incompatible Component(s)	
0004091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Close

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	12	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	12	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Spicer Axles	24	Unlimited	Unlimited	Unlimited
Propeller Shaft	24	Unlimited	Unlimited	Unlimited
Eaton Clutch	24	Unlimited	Unlimited	Unlimited
TTC Transmission	24	Unlimited	Unlimited	Unlimited
Eaton/Fuller Transmission	24	Unlimited	Unlimited	Unlimited
Meritor Axles	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited
MY 2022 CALIFORNA CARB Emissions Coverage	60	350,000	560,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage
Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Obtaining Service

Return this vehicle to any International Truck dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

Disclaimer

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER.

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Telematics Data Disclosure

Your Navistar vehicle may include an activated telematics subscription service. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Navistar, Inc., or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow Navistar to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out.

Record of Ownership

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature

Date

Owner's Address

City

State/Prov Postal Code

Truck Model

Vehicle Identification Number

Engine Model Number

Engine Serial Number

Date Delivered to User (DTU)

Odometer Reading at Delivery

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

Extended Service Contract Registration Form**Account Location**

RUSH TRUCK CENTERS - LOWELL
807 S Bloomington St.
Lowell, AR 72745-9667
UNITED STATES
PHONE: 479-770-1200
ACCOUNT NO: 611244-003

**Customer Name:** City of Fayetteville**Vehicle Selection Information****Vehicle Group:** Truck **Model:** HV **Configuration:** HV607 **Engine:** Cummins L9 **Application:** Dump/General**Contract Information**

Policy Number	Feature Code	Coverage Description	Months	Miles	List Price Per Vehicle (USD)	Customer Price Per Vehicle (USD)
35131K	40YZM	2024 EPA - Protection Plan 1 plus Aftertreat	60	150,000	\$5,750.00	\$5,750.00
R5123E	40YAR	Extended Vehicle Coverage	60	150,000	\$4,950.00	\$4,950.00
T8103E	40YGB	Towing \$1100 per Incident	60	Unlimited	\$1,800.00	\$1,800.00

Total List Price : \$12,500.00 **Total Customer Price:** \$12,500.00

Customer signature: _____



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **Lewis Ford of Fayetteville**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FORD F150 LIGHTNING FROM LEWIS FORD OF FAYETTEVILLE IN THE AMOUNT OF \$61,974.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE A BUDGET ADJUSTMENT

BACKGROUND:

2090u (BLSV_F002) has a current faster score of 15/15 points and is in need of substantial repairs.

DISCUSSION:

2090u (BLSV_F002) is experiencing increased mechanical problems and is no longer reliable for regular service. Fleet is recommending its replacement with a new unit as there are not any assets on the surplus line to replace it. This would be a perfect unit to utilize an EV vehicle.

BUDGET/STAFF IMPACT:

This unit was unanimously approved at the February 13th Equipment Committee. A budget adjustment is being presented for your approval.

ATTACHMENTS: SRF (#3), BA (#4), Lewis Ford Lightning Quote (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1733

Lewis Ford of Fayetteville

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD F150 LIGHTNING FROM LEWIS FORD IN THE AMOUNT OF \$61,974.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE A BUDGET ADJUSTMENT.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Ford F150 Lightning from Lewis Ford of Fayetteville in the amount of \$61,974.00 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original price, pursuant to a Sourcewell cooperative purchasing contract.

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

2024-1733

Item ID

3/5/2024

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

Ross Jackson

2/9/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FORD F150 LIGHTNING (BLSV_F002) FROM LEWIS FORD OF FAYETTEVILLE IN THE AMOUNT OF \$61,974.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO THE APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2024

Light/ Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 473,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 473,000.00

Does item have a direct cost? Yes

Item Cost

\$ 61,947.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 62,000.00

Remaining Budget

\$ 473,053.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	FLEET OPERATIONS (770) Requestor: Ross Jackson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FORD F150 LIGHTNING (BLSV_F002) FROM LEWIS FORD OF FAYETTEVILLE IN THE AMOUNT OF \$61,974.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/5/2024
	ITEM ID#:	2024-1733
	<i>Holly Black</i>	
	<i>2/14/2024 1:51 PM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL	83,940	83,940	v.2024116			
	Increase / (Decrease)		Project.Sub#			
	Account Number	Expense	Revenue	Project	Sub.Detl	AT
9700.770.1920-5802.00	62,000		02078	2024	EX	Vehicles & Equipment - base
9700.770.1920-6602.47	-	58,500	02078	2024	RE	Transfer from Fund - Capital Improvemen
9700.770.1910-4999.99	-	3,500			RE	Use Fund Balance - Current
4470.001.9470-4999.99	-	29,500			RE	Use Fund Balance - Current
4470.800.8900-7602.70	29,500		59700	4470	EX	Transfers To Funds - Shop
9700.770.1920-6602.47	-	(15,000)	02080	2022	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-5802.00	(15,000)	-	02080	2022	EX	Vehicles & Equipment - base
4470.090.8900-5314.00	(14,000)	-	22005	1	EX	Professional Services
4470.800.8900-7602.70	14,000	-	22005	1	EX	Transfers To Funds - Shop
1010.140.1410-5331.00	344	-			EX	Motorpool Charges - Maintenance
1010.140.1410-5331.01	5,775	-			EX	Motorpool Charges - Replacement
1010.140.1410-5331.02	1,080	-			EX	Motorpool Charges - Shop Overhead
1010.140.1410-5331.03	241	-			EX	Motorpool Charges - Shop OH Insurance
1010.001.0001-4999.99	-	7,440			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				



Date: 1/26/2024
Salesperson: CJ Mitchell
Manager: Mason Anders
Deal Number: 455615
Customer ID #: 953990

FOR INTERNAL USE ONLY

BUSINESS NAME: CITY OF FAYETTEVILLE FAN QC689 Home Phone: (479) 444-3494
CONTACT: 1525 S HAPPY HOLLOW RD
Address: FAYETTEVILLE, AR 72701 Work Phone: (479) 444-3494
WASHINGTON
E-Mail: rjackson@fayetteville-ar.gov Cell Phone:

VEHICLE

Stock #: PWG30142 New / Used: New VIN: 1FTVW1EL6PWG30142 Mileage: 6
Vehicle: 2023 Ford F-150 Lightning Color: Oxford White
Type: F150 4X4 CREW W1E

Market Value Selling Price	64,345.00
Discount	2,500.00
Adjusted Price	61,845.00
Service & Handling Fee	129.00
Cash Deposit	.00
Balance	61,974.00

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

*This quote is only good for 48 hours, the last day of the month, or a determined date by manufacturer rebates.



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **Henard Utility Products, Inc.**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A BRUSH CHIPPER FROM HENARD UTILITY PRODUCTS, INC IN THE AMOUNT OF \$54,251.60, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

BACKGROUND:

Unit 9210 (PRKS_F051/TRAN_F012) has had increased mechanical issues disrupting operations for the Parks department.

DISCUSSION:

Unit 9210 (PRKS_F051/TRAN_F012) has had increasing mechanical issues and will need to be replaced to maintain front line operations for the Parks Division. This is a budgeted 2023 purchase. A like unit will be purchased in its place.

BUDGET/STAFF IMPACT:

This unit was unanimously approved at the February 13th Equipment Committee. Sufficient funds have been budgeted for replacement.

ATTACHMENTS: SRF (#3), Sourcewell Contract Number (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1734

Henard Utility Products, Inc.

A RESOLUTION TO APPROVE THE PURCHASE OF A BRUSH CHIPPER FROM HENARD UTILITY PRODUCTS, INC IN THE AMOUNT OF \$54,251.60 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, unit 9210 is experiencing increased mechanical issues disrupting operations for the Parks department and the replacement of this unit was unanimously approved at the February 13th Equipment Committee meeting.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Brush Chipper from Henard Utility Products, Inc. in the amount of \$54,251.60 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original price, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1734

Item ID

3/5/2024

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

Ross Jackson

2/9/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A BRUSH CHIPPER (PRKS_F051) FROM HENARD UTILITY PRODUCTS, INC IN THE AMOUNT OF \$54,251.60, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02080.2023

Other Vehicles/ Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 213,817.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 213,817.00

Does item have a direct cost? Yes

Item Cost

\$ 54,251.60

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 159,565.40

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Henard Utility
 PO Box 9238
 Searcy, AR 72145
 USA
 501-268-1987 (Phone)
 501-268-7437 (Fax)
www.henardutility.com

QUOTATION			
Quote #	Quote Created	Last Updated	Salesperson
164600	January 26, 2024 01:42 PM by Henard Utility	January 26, 2024 01:57 PM by Henard Utility	M. McIntosh
CUSTOMER:		BILL TO:	SHIP TO:
city of Fayetteville 1525 south happy hollow Fayetteville, AR 72701 USA 479-444-3494 (Phone)		Henard Utility Products, Inc. PO Box 9238 Searcy, AR 72145 USA 501-268-1987 (Phone) 501-268-7437 (Fax) Mike Henard (Contact) mike@henardutility.com	Henard Utility Products, Inc. PO Box 9238 Searcy, AR 72145 USA 501-268-1987 (Phone) 501-268-7437 (Fax) Mike Henard (Contact) mike@henardutility.com
INTIMIDATOR 12XP (12" DRUM STYLE)			
Qty	Part #	Description	Base Price
1	MODEL-12XP	Intimidator 12XP - (12" Drum Style)	\$ 33515.00
STANDARD EQUIPMENT			
Qty	Part #	Description	Price
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)	\$ 0.00
1	STANDARD	24" diameter x 18 3/4" wide chipper drum with (4) 5/8" x 5 1/2" x 9" dual edge knives	\$ 0.00
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope	\$ 0.00
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.	\$ 0.00
1	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.9 CID hydraulic motors.	\$ 0.00
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel	\$ 0.00
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)	\$ 0.00
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector	\$ 0.00
1	STANDARD	Clean out and inspection door on discharge bottom	\$ 0.00
1	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists	\$ 0.00
1	STANDARD	(2) Last chance safety pull cables	\$ 0.00
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)	\$ 0.00
1	STANDARD	Wooden pusher tool with mount on infeed hopper	\$ 0.00
1	STANDARD	1/4" x 2" x 4" rectangular tubing with a 3/8" x 3" x 6" tubular tongue	\$ 0.00
1	STANDARD	Frame / Fender supports	\$ 0.00

1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks		\$ 0.00
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad		\$ 0.00
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.		\$ 0.00
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)		\$ 0.00
1	STANDARD	Pressure check kit - Gauge is NOT included		\$ 0.00
1	STANDARD	Weather resistant manual container		\$ 0.00
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place		\$ 0.00
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable		\$ 0.00
1	STANDARD	Spanish & English combination safety decals		\$ 0.00

PAINT

Qty	Part #	Description	Unit Price	Total
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow	\$ 0.00	\$ 0.00

ENGINE

Qty	Part #	Description	Unit Price	Total
1	990-RC1579-163	Caterpillar C3.4, 74 horsepower engine without clutch - Tier 4 FINAL (Includes 2 year / 2,000 hour engine warranty)	\$ 21430.00	\$ 21430.00

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #	Description	Unit Price	Total
1	905-6000-45	Murphy PV485 panel with reversing auto feed for Cat 74 horsepower diesel engines (Includes 1,000 CCA battery with box) - Panel is mounted off of engine shroud in lockable composite cover	\$ 2670.00	\$ 2670.00

CLUTCH

Qty	Part #	Description	Unit Price	Total
1	700-1000-12	NACD Spring Loaded Clutch	\$ 1725.00	\$ 1725.00

DRIVE SYSTEM

Qty	Part #	Description	Unit Price	Total
1	990-1017-54	Standard frame and drive system included in base price	\$ 0.00	\$ 0.00

FEED SYSTEM

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-41	Hydraulic flow control for feed wheel rate adjustment (All-In-One Mount)	\$ 325.00	\$ 325.00

AXLE

Qty	Part #	Description	Unit Price	Total
1	990-100447	Single 7,000 pound Torflex EZ lube electric brake axle	\$ 0.00	\$ 0.00

TIRES/RIMS

Qty	Part #	Description	Unit Price	Total
1	990-1017-29	(2) ST235/80R 16" tires mounted on 8-bolt white spoke rims (Tire is approximately 9.43" wide, tire capacity is 3,520 pounds each) (7,000 pound axles only)	\$ 0.00	\$ 0.00

FENDER

Qty	Part #	Description	Unit Price	Total
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)	\$ 0.00	\$ 0.00

HITCH

Qty	Part #	Description	Unit Price	Total
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00

ADD-ON OPTIONS				
Tongue				
Qty	Part #	Description	Unit Price	Total
1	OPTION-980-5000-02	12" longer bolt-on tongue (total tongue length will be 46" on the 12x, 12xpc, and 15xp, 48" on the 12xp and 15xpc and 50" on the 200/250)	\$ 280.00	\$ 280.00

CUSTOMER TOTALS				
			Total Unit Price:	\$ 59945.00
			Sourcewell Contract #050119-BAN Customer Discount: 12.0000 %	- \$ 7193.40
			Dealer Preparation/Delivery:	\$ 300.00
			Customer Net Unit Price:	\$ 53051.60
			Freight/Shipping:	\$ 1200.00
			Customer Total:	\$ 54251.60
				Terms: Due on delivery

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **Polaris Sales Inc.**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF POLARIS RANGER FROM POLARIS SALES INC. IN THE TOTAL AMOUNT OF \$36,499.46 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

BACKGROUND:

The Fayetteville Police Department's Parks and Trails division emphasizes trail safety and building and sustaining community relations while patrolling the City of Fayetteville's 55 miles of multi-use trails, 55 miles of soft surface trails, and 37 parks consisting of 4,202 acres and three lakes. The officers assigned to this unit regularly utilize bicycles and all-terrain vehicles for their patrols. However, it is imperative for public safety to have a means to quickly access our ever-growing parks and trail systems in the event of an emergency and for crime prevention.

DISCUSSION:

The police department's current bicycles and all-terrain vehicles lack the range and ability to handle some of our more remote areas, such as Kessler Park, Centennial Park, and Lake Wilson. This asset (POLC_F083) that was approved by City Council in the 2024 budget will also allow our officers to be able to more adequately patrol the parks and trail systems during inclement weather. Currently, officers must attempt to patrol the parks and trails system in a patrol vehicle during inclement weather.

BUDGET/STAFF IMPACT:

Unit was unanimously approved at the February 13th Equipment Committee. Sufficient funds have been budgeted for the unit.

ATTACHMENTS: SRF (#3), QUOTE Complete (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1735

Polaris Sales Inc.

A RESOLUTION TO APPROVE THE PURCHASE OF A POLARIS RANGER FROM POLARIS SALES, INC. IN THE AMOUNT OF \$36,499.46 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL 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 authorizes the purchase of a Polaris Ranger from Polaris Sales, Inc. in the amount of \$36,499.46 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original price, pursuant to a Sourcwell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1735

Item ID

3/5/2024

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

Ross Jackson

2/11/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF POLARIS RANGER (POLC_F083) FROM POLARIS SALES INC. IN THE TOTAL AMOUNT OF \$36,499.46 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02081.2024

Police and Passenger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 425,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 425,000.00

Does item have a direct cost? Yes

Item Cost

\$ 36,499.46

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 388,500.54

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: ROSS JACKSON
Email: rjackson@fayetteville-ar.gov
Phone: 4794443494
Fax:
Bill To: City of Fayetteville

Quote Number: QUO-53958-R9N0W3
Revision #: 1
Date: 1/16/2024 12:15 PM
Quote Expires: 2/15/2024
Contract Name: Sourcewell
Contract #: 122220-PSI
Expiration Date: 1/29/2025
Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Ship To:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	150 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R24RSY99AJ	1	RANGER Crew XP 1000 NorthStar Ultimate - Azure Crystal Metallic - 49 State	\$35,399.00	\$33,153.76	\$33,153.76
2889308	1	Full-Size Glacier Pro Frame	\$1,299.99	\$1,113.34	\$1,113.34
2879874	1	Full-Size Glacier Pro 72 in. Steel Blade	\$549.99	\$471.02	\$471.02
2889058	1	Full-Size Glacier Pro Hydraulic Lift System	\$574.99	\$492.43	\$492.43
2889029	1	Full-Size Glacier Pro Hydraulic Angle System	\$699.99	\$599.49	\$599.49
2883247	1	Full-Size Pro Power Controller	\$299.99	\$256.92	\$256.92

Comments:

Vehicle model year and color are subject to change dependent upon delivery date.

SUBTOTAL	\$36,086.96
INSTALL*	\$412.50
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$36,499.46



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Acceptance and Payment Information

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



MEETING OF FEBRUARY 27, 2024

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

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO TANDEM AXLE BELLWETHER TRAILERS FROM PREMIER TRAILERS IN THE AMOUNT OF \$29,600 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO THE APPROVAL OF A BUDGET ADJUSTMENT.

BACKGROUND:

Trailers 9253 (WSEW_F107) and 9254 (WSEW_F108) currently have FASTER scores of 15/15 points and have had increased mechanical failures and downtime.

DISCUSSION:

Fleet is recommending replacement with an upgraded, heavier load trailer more capable for the Water Sewer Department.

BUDGET/STAFF IMPACT:

These units were unanimously approved at the February 13th Equipment Committee. A budget adjustment is being presented for your approval.

ATTACHMENTS: SRF (#3), BA (#4), AWARD Fayetteville (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1736

Premier Trailers

A RESOLUTION TO APPROVE THE PURCHASE OF TWO TRAILERS FROM PREMIER TRAILERS IN THE AMOUNT OF \$29,600.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two Tandem Axle Bellwether trailers from Premier Trailers in the amount of \$29,600.00 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original price, pursuant to a Sourcewell cooperative purchasing contract.

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

2024-1736

Item ID

3/5/2024

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

Ross Jackson

3/5/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO TANDEM AXLE BELLWETHER TRAILERS (WSEW_F107 and WSEW_F108) FROM PREMIER TRAILERS IN THE AMOUNT OF \$29,600 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO THE APPROVAL OF A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02080.2024

Other Vehicles/ Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 282,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 282,000.00

Does item have a direct cost? Yes

Item Cost

\$ 29,600.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 8,800.00

Remaining Budget

\$ 261,200.00

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
2024	/Org2		
	Requestor:	Ross Jackson	

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO TANDEM AXLE BELLWETHER TRAILERS FROM PREMIER TRAILERS IN THE AMOUNT OF \$29,600 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT. (WSEW_F107 / WSEW_F108)

	COUNCIL DATE:	3/5/2024
	ITEM ID#:	2024-1736
		<i>Holly Black</i>
		<i>2/14/2024 2:06 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2024116



QUOTE

Trailers of Fort Smith

11318 US-71 Fort Smith, AR 72916
479-646-5043

To: City of Fayetteville

Salesperson	Job	Payment Terms	Due Date
LEE	Water and sewer dept	Due on receipt	

Qty	Description	Unit Price	Line Total
1	18+2 HDET-CG		14800.00
	10k torsion axles, 10" I-beam frame, 16ply 17.5 tires, HD fold up ramps, 12" center cross members, 2x8 #1 treated floor, 2-12k two speed jacks, 12" on center cross members, 8-1" d-rings, 18" rail in front of fenders of 3" square tubing, 10" drive on fenders with cleats, and flat plate pintal hitch, black		
1	18+2 HDET-CG		14800.00
	10k torsion axles, 10" I-beam frame, 16ply 17.5 tires, HD fold up ramps, 12" center cross members, 2x8 #1 treated floor, 2-12k two speed jacks, 12" on center cross members, 8-1" d-rings, 18" rail in front of fenders of 3" square tubing, 10" drive on fenders with cleats, and flat plate pintal hitch, charcoal		
	FOB: Premier Trailers of Fort Smith		
	11318 Highway 71 South		
	Fort Smith, AR 72916		
	W-9 provided upon request		
		Subtotal	29600.00
		Sales Tax	Tag office
		Total	29600.00

Thank you for your business!



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Kylee Hevrdejs, Planner

SUBJECT: **RZN-2023-0035: Rezoning (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NW OF N. SHILOH DR. AND W. CHICORY PL. in WARD 2. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 2.44 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in north Fayetteville, just west of I-49 and approximately 0.33 miles south of the intersection of N. Shiloh Dr. and N. Hwy 112. It is south of the Wilson Springs Preserve. The property received its current zoning in 2003, when it was rezoned to Springwoods CPZD (Ord. 4523, October 21, 2003) from I-1 – Heavy Commercial/Light Industrial. Specifically, the subject property was platted as lot #10 of area #1 (Audubon Society) in the Springwoods CPZD, which is now outdated, having expired in 2006. The property is currently undeveloped.

Request: The request is to rezone the subject property from CPZD, Commercial Planned Zoning District, to UT, Urban Thoroughfare.

Public Comment: To date, staff have received no public comment on this item.

Land Use Compatibility:

On the balance of considerations, staff finds that the proposed zoning is compatible with existing land uses. The Springwoods CPZD set aside the subject property for the Audubon Society to develop an environmental education center and permits only Use Unit 4. The subject property borders the Wilson Springs Preserve but does not abut public access points or trails. A large optometrist's office is located southwest of the subject property along N. Shiloh Drive. Further south along N. Shiloh Drive, are several automotive sales and service businesses. North along N. Shiloh Drive, the Sam's Club property offers large retail, a gas station, and a liquor store.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Staff also finds the proposed zoning to be compatible overall with uses permitted in the larger CPZD area and in alignment with the spirit and intent of the CPZD. For example, rezoning to UT would permit by-right single and multi-family development. Although these uses weren't originally permitted on the subject property, single and multi-family dwellings were permitted in other areas of the Springwoods CPZD. Commercial uses are also permitted under both the existing and proposed zoning districts.

Zoning regulations for each lot in the CPZD were to be determined during large-scale development review or subdivision approval. Requirements for the CPZD appear to have expired so rezoning is necessary.

Land Use Plan Analysis: Staff finds that the proposal is largely in line with the goals in City Plan 2040 and adopted land use policies. The infill score for this site is moderate, which appears to somewhat align with the City's stated goal towards making infill development a priority. Several important infrastructure elements contribute to that score, including access to water, sewer, trails, and transit. In terms of Future Land Use Map designation for the property, it is classed as a City Neighborhood Area. This designation supports a wide spectrum of residential and nonresidential uses, which are permitted in the UT, Urban Thoroughfare district.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates an infill score of **6-7** for this site. The following elements of the matrix contribute to the score, at varying points:

- Near Sewer Main (W. Chicory Pl.)
- Near Water Main (N. Shiloh Dr. and W. Chicory Pl.)
- Near Paved Trail (Shiloh Trail)
- Near City Park (Underwood Park)
- Near Grocery Store (Sam's Club)
- Near Razorback Bud Stop (this stop is across I-49, and is not reasonably accessible from the site)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:

At the January 8, 2024 Planning Commission meeting, a vote of 6-2-0 forwarded the request to City Council with a recommendation of approval. The commissioners cited the necessity of rezoning, future land use compatibility, and staff recommendations as noted in the report as reasons for approval. There was no public comment at the meeting. Commissioners Madden and Garlock were not favorable to the rezone, citing undesirable uses permitted by UT zoning in the "gateway" to the city. It was implied that the first thing visitors entering Fayetteville via I-49 see could be unattractive developments like gas stations. Other commissioners disagreed, stating that the area is already heavily developed by car dealerships and the Sam's Club property which has a gas station. There was further disagreement about what constituted the "gateway" to the city.

BUDGET/STAFF IMPACT:

N/A

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 #: 2024-1635

RZN-2023-0035: Rezoning (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NW OF N. SHILOH DR. AND W. CHICORY PL. in WARD 2. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 2.44 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0035 FOR APPROXIMATELY 2.44 ACRES LOCATED NORTHWEST OF NORTH SHILOH DRIVE AND WEST CHICORY PLACE IN WARD 2 FROM CPZD, COMMERCIAL PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE

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 CPZD, Commercial Planned Zoning District to UT, Urban Thoroughfare.

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

2024-1635

Item ID

2/6/2024

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

Jonathan Curth

1/19/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0035: Rezoning (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NW of N. SHILOH DR. AND W. CHICORY PL. in WARD 2. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 2.44 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

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:

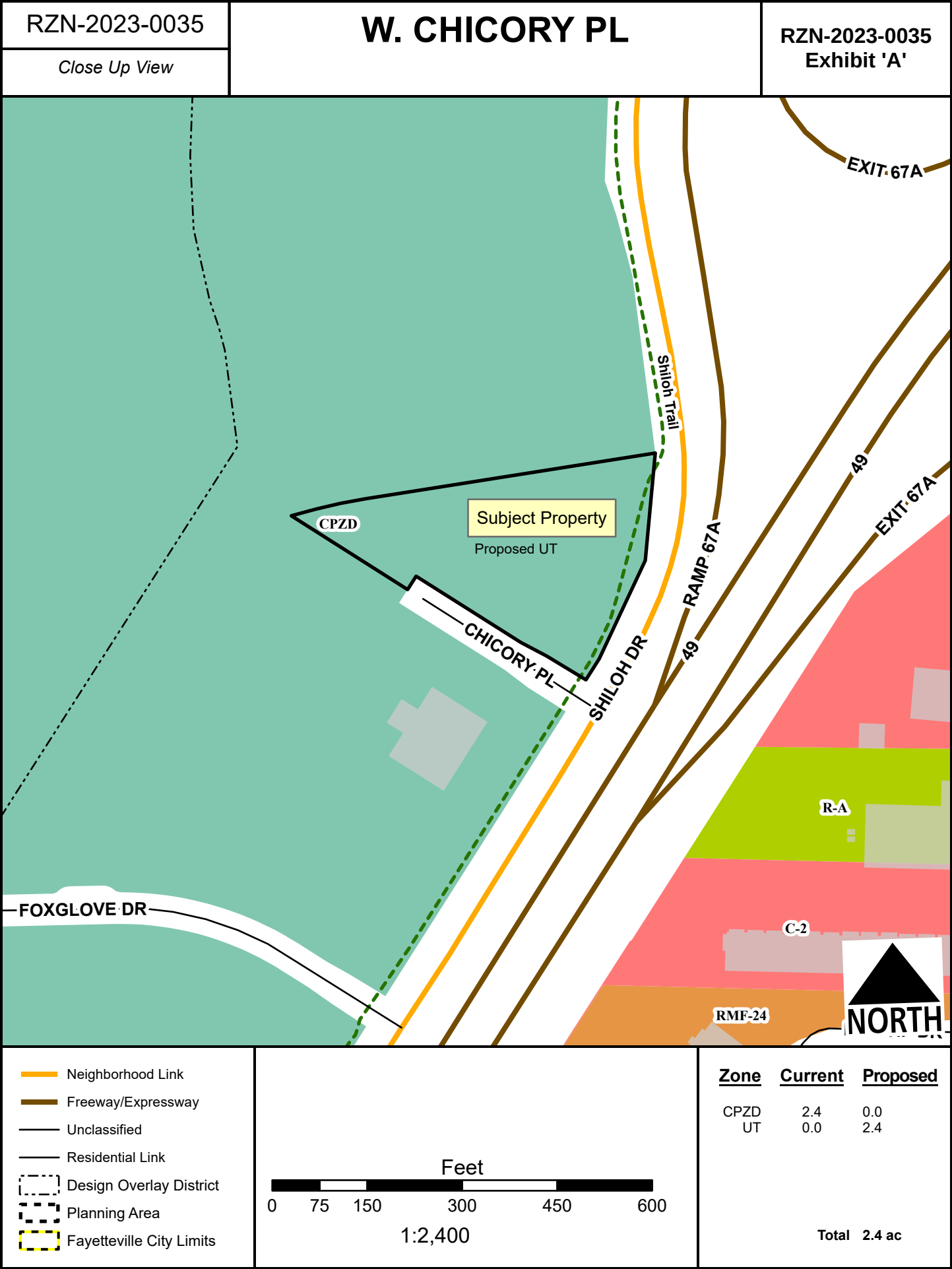
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CHICORY PLACE, 50' PUBLIC RIGHT OF WAY, AND THE CENTERLINE OF NORTH SHILOH DRIVE, RIGHT OF WAY VARIES;

THENCE NORTH 55 DEGREES 56 MINUTES 14 SECONDS WEST 43.00 FEET TO A POINT ON THE CENTERLINE OF CHICORY PLACE;

THENCE NORTH 34 DEGREES 21 MINUTES 46 SECONDS EAST 29.82 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" REBAR WITH CAP;

THENCE NORTH 56 DEGREES 26 MINUTES 26 SECONDS WEST 72.09 FEET TO A FOUND 5/8" REBAR;

THENCE NORTH 60 DEGREES 17 MINUTES 09 SECONDS WEST 46.45 FEET TO A FOUND MAG-NAIL WITH WASHER;

THENCE NORTH 55 DEGREES 43 MINUTES 36 SECONDS WEST 195.86 FEET TO A FOUND 5/8" REBAR;

THENCE SOUTH 34 DEGREES 08 MINUTES 35 SECONDS WEST 25.00 FEET TO A FOUND 5/8" REBAR WITH CAP;

THENCE NORTH 55 DEGREES 36 MINUTES 18 SECONDS WEST 217.31 FEET TO A FOUND 5/8" REBAR WITH CAP;

THENCE NORTH 78 DEGREES 57 MINUTES 31 SECONDS WEST 120.21 FEET ALONG A CHORD OF A CURVE WITH A RADIUS OF 890.00 FEET AND A TOTAL LENGTH OF 120.30 FEET;

THENCE NORTH 83 DEGREES 4 MINUTES 55 SECONDS EAST 462.98 FEET TO A SET 5/8" REBAR;

THENCE SOUTH 7 DEGREES 17 MINUTES 26 SECONDS WEST 170.44 FEET TO A SET 5/8" REBAR WITH CAP;

THENCE SOUTH 27 DEGREES 07 MINUTES 45 SECONDS WEST 171.29 FEET TO A SET 5/8" REBAR WITH CAP;

THENCE SOUTH 34 DEGREES 21 MINUTES 46 SECONDS WEST 39.40 FEET TO THE POINT OF BEGINNING;

ALSO KNOWN AS AUDUBON 22 OF THE FINAL PLAT OF MEADOW FIELD COMMERCIAL SUBDIVISION.

CONTAINING IN ALL 106,205 SQ. FT. OR 2.438 ACRES, MORE OR LESS.



MITO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Kylee Hevrdejs, Planner

MEETING DATE: January 8, 2024

SUBJECT: **RZN-2023-0035: Rezoning (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248):** Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located on W. CHICORY PL. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 2.44 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

Staff recommend forwarding **RZN-2023-0035** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0014** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in north Fayetteville, just west of I-49 and approximately 0.33 miles south of the intersection of N. Shiloh Dr. and N. Hwy 112. It is south of the Wilson Springs Preserve. The property received its current zoning in 2003, when it was rezoned to Springwoods CPZD (Ord. 4523, October 21, 2003) from I-1 – Heavy Commercial/Light Industrial. Specifically, the subject property was platted as lot #10 of area #1 (Audubon Society) in the Springwoods CPZD, which is now outdated, having expired in 2006. The property is currently undeveloped. The Shiloh Trail runs along the property's southeastern side. It is included in the Enduring Green Network and the I-540 Overlay District. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Wilson Springs Preserve	Springwoods CPZD
South	Commercial/Interstate	Springwoods CPZD
East	Interstate	Arkansas DOT
West	Commercial/Wilson Springs Preserve	Springwoods CPZD

Request: The request is to rezone the 2.44-acre property to UT, Urban Thoroughfare. This request is associated with a development proposal for a mixed-use mini-storage and office building. A conditional use permit for UU-38 Mini-storage units has been submitted simultaneously (CUP-2023-0175) with this application.

Public Comment: To date, staff has received no public comment on this item.

INFRASTRUCTURE:

Streets: The subject area has frontage along N. Shiloh Dr., which is a fully improved Neighborhood Link Street with asphalt paving, curb and gutter, and the Shiloh Trail along its eastern side. The subject area also has frontage along W. Chicory Pl. which is a fully improved Residential Link Street with asphalt paving, curb and gutter, 6-foot greenspace, and 6-foot sidewalks. Any street improvements will be determined at the time of development proposal.

Water: Public water is available to the subject area. An existing 12-inch water main is present on the west side of N. Shiloh Dr. An existing 8-inch water main is present on the south side of W. Chicory Pl.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present on the southwest corner of the subject property.

Drainage: No portion of the property lies within the Hillside-Hilltop Overlay District, or within a FEMA floodplain. However, the property is largely encumbered by hydric soils. Hydric soils are known indicators of wetlands, though for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soil can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

Any additional improvements or requirements for drainage will be determined at the time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. There is an existing fire hydrant at the northeast of the site. Station 8, located at 2266 W. Deane St., protects this site. The property is located approximately 1.5 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning district of CPZD, Commercial Planned Zoning District requires **25% minimum canopy preservation**. The proposed zoning district of UT, Urban Thoroughfare requires **15% 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 provide a dense 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 an infill score of **6-7** for this site, with a weighted score of 8. The following elements of the matrix contribute to the score, at varying points:

- Near Sewer Main (W. Chicory Pl.)
- Near Water Main (N. Shiloh Dr. and W. Chicory Pl.)
- Near Paved Trail (Shiloh Trail)
- Near Grocery Store (Sam's Club)
- Near Razorback Bud Stop (this stop is across I-49, and is not reasonably accessible from the site)
- Appropriate Future Land Use (City Neighborhood)

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:***

On the balance of considerations, staff finds that the proposed zoning is compatible with existing land uses. The Springwoods CPZD set aside the subject property for the Audubon Society to develop an environmental education center and permits only Use Unit 4. The subject property borders the Wilson Springs Preserve but does not abut public access points or trails. A large optometrist's office is located southwest of the subject property along N. Shiloh Drive. Further south along N. Shiloh Drive, are several automotive sales and service businesses. North along N. Shiloh Drive, the Sam's Club property offers large retail, a gas station, and a liquor store.

Staff also finds the proposed zoning to be compatible overall with uses permitted in the larger CPZD area and in alignment with the spirit and intent of the CPZD. For example, rezoning to UT would permit by-right residential development ranging from single to multifamily dwellings. Although these uses weren't originally permitted on the subject property, single and multi-family dwellings were permitted in other areas of the Springwoods CPZD. Commercial uses are also permitted under both the existing and proposed zoning districts.

Zoning regulations for each lot in the CPZD were to be determined during large-scale development review or subdivision approval. Requirements for the CPZD appear to have expired so rezoning is necessary.

Land Use Plan Analysis: Staff finds that the proposal is largely in line with the goals in City Plan 2040 and adopted land use policies. The infill score for this site is moderate, which appears to somewhat align with the City's stated goal towards making infill development a priority. The area is designated as a City Neighborhood Area. This designation supports a wide spectrum of uses, which are permitted in the UT, Urban Thoroughfare district.

The applicant has also submitted a conditional use permit application (CUP-2023-0175) for use unit 38: mini-storage units in the UT, Urban Thoroughfare zoning district. Support of this rezoning does not reflect approval or support of the applicant's proposed use. The conditional use permit will be evaluated separately, provided the City Council approves this rezoning.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning to UT, Urban Thoroughfare is justified. A rezoning of this nature, scale, and intensity aligns with City Plan 2040's designation of the site's future land use as a high density, mixed-use City Neighborhood area. Further, the subject property's current zoning designation as part of the Springwoods CPZD is outdated, having been originally approved in 2003, but not following the projected phasing plan. As a condition of approval of the CPZD, it was outlined that zoning regulations such as setbacks, height, and building area would be determined at the time of large-scale development or subdivision of the property, but this tract has never been developed and restrictive covenants and zoning regulations were never created. The CPZD expired in 2006. Any future development on this site would require rezoning first to establish zoning regulations.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning may increase traffic, particularly along N. Shiloh Dr. With the addition of potential high-density residential use (although not currently proposed), traffic along N. Shiloh Dr. could increase significantly. However, there are alternative transportation options such as pedestrian and bike access via the Shiloh Trail. That said, with the addition of potential walkable services in the area through the UT zoning request, staff finds that this somewhat alleviates this concern. However, staff recognizes that the relatively small size of the property, at 2.44 acres, would provide some limits on residential density and potential traffic impacts.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from its current zoning designation may alter the potential population density in the area. Initial Engineering Division review indicates that utility extensions or upgrades are likely not required, but any modification to utility provision would be evaluated at the time of a development proposal. No comments were received from the Fayetteville Public School district.

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:
- It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - 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-2023-0035 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:			
Required	YES		
Date: <u>January 8, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Payne		w/ recommendation of approval	
Second: Brink			
Vote: 6-2-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.24 Urban Thoroughfare
 - §161.35 Planned Zoning District
- Springwoods CPZD Ordinance
- Springwoods CPZD Plans
- Request Letter
- Applicant Exhibit
- Close Up Map
- One Mile Map
- Current Land Use Map
- Future Land Use Map

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 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 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
-------------------------	----------------------

* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7, 8, 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)

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."

161.35 Planned Zoning District

- (A) *Applicability.* To be considered for a Planned Zoning District, the applicant shall meet all of the following criteria:
- (1) *Location.* Any property located within the city limits is eligible for a Planned Zoning District. Upon City Council approval, an owner or developer of a specific piece of property located within the City's designated planning area may be authorized to submit a Planned Zoning District application in conjunction with an annexation request, but final approval of the PZD will not be effective until said property is annexed into the City of Fayetteville.
 - (2) *Size.* There shall be no minimum or maximum tract size for a PZD application.
- (B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and development whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.
- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
 - (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
 - (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
 - (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
 - (5) *No Negative Impact.* Does not have a negative effect upon the future development of the area;
 - (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
 - (7) *Open Space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
 - (8) *Natural Features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
 - (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
 - (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
 - (11) *Recognized Zoning Consideration.* Whether any other recognized zoning consideration would be violated in this PZD.
- (C) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 154, Amendments.
- (1) Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and zoning standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of zoning standards and a specific master plan.
 - (2) All uses identified within §162 Use Units of the Unified Development Code may be allowed as permissible uses or conditional uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
 - (3) *Residential Density.* Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) The densities allowed under the current zoning;
 - (c) The urban development goals and other policies of the city's Future Land Use Plan;

- (d) The topography and character of the natural environment; and
- (e) The impact of a given density on the specific site and adjacent properties.
- (4) **Building Setback.** There shall be no minimum building setback except as may be determined by the Planning Commission and City Council during review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. Greater setbacks may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate separation from adjacent properties.
- (5) **Building Height.** There shall be no maximum building height except as may be determined by the Planning Commission and City Council during the review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (6) **Building Area.** The Planning Commission and City Council shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. No. 4717, 7-5-05; Ord. No. 4764, 09-20-05; Ord. No. 4783, 10-18-05; Ord. No. 5312, 4-20-10; Ord. No. 5675, 4-1-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17)

ORDINANCE NO. 4523

AN ORDINANCE ESTABLISHING A COMMERCIAL PLANNED ZONING DISTRICT TITLED SPRINGWOODS (C-PZD 03-08.00) LOCATED SOUTH OF HWY. 112 AND WEST OF I-540, CONTAINING 289.28 ACRES, MORE OR LESS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED COMMERCIAL DEVELOPMENT PROJECT AS APPROVED BY THE PLANNING COMMISSION

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

Section 1. That the zone classification of the following described property is hereby changed as follows:

From I-1, Heavy Commercial/Light Industrial to C-PZD 03-08.00 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan and development standards as shown on the preliminary plat for springwoods and approved by the Planning Commission on October 13, 2003.

Section 3. That this ordinance shall not take affect and be in full force until approval of the final plat for the subdivision.

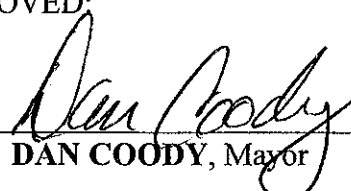
Section 4. That all conditions of approval of the subdivision as approved by the Planning Commission shall be satisfied prior to the issuance of a final plat.

Section 5. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this the 21st day of October, 2003.

APPROVED:

By:


DAN COODY, Mayor

ATTEST:

By:

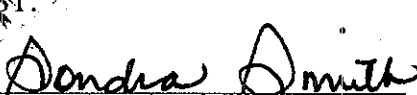

SONDRA SMITH, City Clerk



EXHIBIT "A"
C-PZD 03-08.00

A PART OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NW CORNER OF SAID SECTION 33, THENCE SOUTH 87°19'24"EAST-2637.40 FEET TO THE NE CORNER OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 33; THENCE SOUTH 87°14'56" EAST - 247.50 FEET; THENCE SOUTH 2°26'17" WEST-1030.76 FEET; THENCE SOUTH 87°17'25" EAST - 1100.15 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 BYPASS; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 26°01'09" WEST - 74.14 FEET; THENCE SOUTH 74°59'16" WEST - 100.11 FEET; THENCE SOUTH 75°15'02" WEST - 117.54 FEET; THENCE SOUTH 66°53'26" WEST - 127.62 FEET; THENCE SOUTH 50°13'36" WEST - 191.34 FEET; THENCE SOUTH 31°34'48" WEST - 190.36 FEET; THENCE SOUTH 16°24'53" WEST - 126.58 FEET; THENCE SOUTH 4°16'48" WEST - 188.26 FEET; THENCE SOUTH 16°36'56" EAST - 57.67 FEET; THENCE SOUTH 12°48'23" EAST 100.11 FEET; THENCE SOUTH 5°19'10" EAST - 280.77 FEET; THENCE SOUTH 7°15'05" WEST 170.41 FEET; THENCE SOUTH 27°10'09" WEST - 171.37 FEET; THENCE SOUTH 34° 22'25" WEST 949.12 FEET; THENCE SOUTH 38°27'59" WEST - 150.76 FEET; THENCE SOUTH 34°22'18" WEST - 922.60 FEET; THENCE LEAVING THE WEST RIGHT OF WAY OF HIGHWAY 71 BY PASS NORTH 87°11'53" WEST - 631.86 FEET; THENCE SOUTH 2°25'44" WEST - 329.87 FEET; THENCE NORTH 87°21'18" WEST - 660.00 FEET; THENCE NORTH 2°25'44" EAST 330.00 FEET; THENCE NORTH 87°21'18" WEST - 660.23 FEET; THENCE NORTH 2°28'11" EAST - 2480.65 FEET; THENCE NORTH 87°19'24" WEST - 330.00 FEET; THENCE NORTH 2°28'11" EAST—1816.06 FEET TO THE POINT OF BEGINNING, CONTAINING 289.28 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of October 13, 2003

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jeremy Pate, Associate Planner *REVISED FOR CITY COUNCIL JP*
Matt Casey, Staff Engineer
THRU: Dawn Warrick, A.I.C.P., Zoning & Development Administrator
DATE: October 08, 2003

Project: C-PZD 03-08.00: Planned Zoning District (springwoods, pp 248) was submitted by Joe Tarvin, P.E. of EGIS Engineering, Inc. on behalf of Collins Haynes for property located on the southwest side of I-540 and Arkansas Highway 112. The property is zoned I-1, Heavy Commercial/Light Industrial, in the Design Overlay District and contains approximately 289.26 acres. The request is to rezone the property to a Planned Zoning District to allow for development of Residential and Commercial sites.

Findings: The 289-acre subject property is being reviewed as a proposal for a Commercial Planned Zoning District. The applicant requests a rezoning and preliminary plat approval for a large lot subdivision within the Design Overlay District. The rezoning request, in conjunction with a development proposal, requires Planning Commission consideration and City Council approval pursuant to the requirements for a PZD. The proposed nine (9) lots have been assigned Use Units and/or specific uses that are legally binding to each lot. Each of the larger lots will require further review in the form of a preliminary and final plat and/or large scale development review. More detailed comments regarding vehicular and pedestrian circulation, street improvements, buffers and screening, commercial design standards, and other typical review items will be provided with the future submittals for each of these lots.

Numerous environmental concerns have been raised with the history of this particular site. The developer of the springwoods subdivision has indicated that the Audubon Society has particular interest in utilizing and preserving Lot #8, comprising approximately 124 acres, or 43% of the entire site. This particular lot is required to be preserved (or enhanced) in large part in its natural state, thereby retaining the wetlands, tree canopy, and grasslands currently existing. Any future development on this lot, as with the others, through Audubon or any other entity, is bound to these restrictions and must be reviewed for Code compliance through the City of Fayetteville.

Proposed Use Units:

(D) C-PZD, Commercial Planned Zoning District

Lot No.	Land Use	Use Units	Density	Acreage
1	Commercial	12,13,14,15,16,17,25	n/a	47.73
2	Multi-Family	26	18 DU/AC	26.36
3	Single Family	8	2 DU/AC	25.53
4	Multi Family	26	4 DU/AC	10.70
5	Single Family	8	2 DU/AC	32.28
6	Commercial	12,13,14,15,16,17,25	n/a	18.04
7	Commercial	12,13,14,15,16,17,25	n/a	5.17
8	Preservation Area	1*	n/a	123.45
9	Lift Station	3**	n/a	0.02

*Lot 8 (Audubon) Uses shall be further restricted as described in proposed uses of the "Wilson Spring Site" as stated by Audubon.

**Lot 9 to be retained by the City of Fayetteville for the existing lift station. Necessary utility and access easements shall be provided to this lot with the Final Plat.

(A) Unit 1. City-wide uses by right.

(1) *Description.* Unit 1 consists of public uses, essential services, agricultural uses, open land uses, and similar uses which are subject to other public controls or which do not have significantly adverse effects on other permitted uses and are, therefore, permitted as uses of right in all districts.

(2) *Included uses.* Public facilities of the types embraced within the recommendations of the General Plan.

Agricultural, forestry, and fishery:	•Field crop farms •Fishery •Forest •Fruit, tree, and vegetable farm
Essential services located in public right-of-way:	•Fire alarm box •Fire hydrant •Passenger stop for bus •Police alarm box •Sidewalk •Street, highway, and other thoroughfare •Street signs, traffic signs, and signals •Utility mainline, local transformer and station, and similar facilities customarily located in public right-of-way
Recreation and related use:	•Arboretum

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	•Historical marker •Park area •Parkway •Wildlife preserve
Water facilities:	•Reservoir, open •Watershed •Conservation or flood control project

Surrounding Land Use / Zoning:

Direction	Land Use	Zoning
North	Vacant pasture	R-A, Residential Agricultural
South	Single family homes, horse farm, commercial lots	R-A, Residential Agricultural C-2, Thoroughfare Commercial
East	I-540, Landers Autopark	C-2, Thoroughfare Commercial
West	Single family lots, agricultural land	RSF-4, Res. Single Family, 4 DU/acre RMF-24, Res. Multifamily 24 DU/acre Planning Area

Right-of-way being dedicated:

- Deane Solomon, Collector: 70 feet total, 35 feet from centerline
- Shiloh Drive, Collector: 35 feet from centerline
- Moore Lane, Local: 25 feet from centerline
- Truckers Dr/Gypsum Dr, Collector: To be considered for a Master Street Plan Amendment by City Council as indicated
- Technology Blvd, Collector: To be considered for a Master Street Plan Amendment by City Council as indicated

Requests for Master Street Plan amendments will be considered as individual items on the agenda for City Council

Street Improvements: No street improvements are proposed with the C-PZD and associated Preliminary Plat under review. Staff has made preliminary recommendations for street improvements to coincide with the development of each of the lots.

Tree Preservation:

It is the Landscape Administrator's understanding that most of the trees throughout the site will be preserved, and that as development occurs individual Tree Preservation Plans will be submitted for each large scale and residential subdivision.

Background:

The subject property was purchased by the City of Fayetteville in 1988. In the years following, water and sewer lines, a lift station and fiber optic cable were installed, in anticipation of a high-technology development site, which never occurred.

The site contains a number of environmentally sensitive areas, including delineated wetlands,

grasslands, stream corridors and associated floodplain, and habitat for the Arkansas Darter and numerous other wildlife species. These factors have presented both a challenge and an ecological asset to the development potential of the site.

A total of 165 acres of the property is proposed to be developed in mixed-use residential and commercial uses, with the remaining 124 acres (43%) to be set aside permanently for greenspace. The Audubon Society has expressed interest in the conservation of this property and its significant wildlife habitat for the past two years, as potential for an environmental education center for northwest Arkansas (see attached).

Responses from adjoining property owners all reflect "no objection" to the project as described, with one exception, which states "not enough commercial development."

The proposed C-PZD was heard at Technical Plat Review on August 27, 2003 and at Subdivision Committee on October 02, 2003. Discussion at the Subdivision Committee meeting included: traffic circulation and connectivity, proposed use and compatibility, buffering and screening, and wildlife interface with residential uses.

Recommendation:

Forward to the City Council with a recommendation for approval of the requested rezoning.

Planning Commission approval of the proposed development subject to the following conditions:

Conditions of Approval:

1. Planning Commission recommendation to the City Council regarding the rezoning of the subject property to the unique district C-PZD 03-8.00 with all conditions of approval as determined by the Planning Commission.
2. An ordinance creating this C-PZD shall be approved by City Council.
3. A Final Plat is required to legalize the lot configuration and allow for the sale and/or development review of lots.
4. Requests for Master Street Plan amendments to Truckers Lane and Technology Blvd. require Planning Commission recommendation and City Council approval prior to final approval of the C-PZD. *Staff is in favor of these amendments.*
5. On- and off-site street improvements shall be coordinated with lot development. Staff has provided preliminary recommendations with Technical Plat Review comments, which remain applicable.
6. Each respective lot designated in the C-PZD shall be reviewed by Preliminary Plat and/or Large Scale Development in accordance with City Code for future development,

requiring Planning Commission approval.

7. Covenants to be filed with the final plat creating the springwoods subdivision shall address the uses and restrictions associated with these lots.
8. Draft covenants shall be further refined to include information required by §166.06 and to address residential as well as commercial development standards at the time of final plat. Draft covenants for the springwoods C-PZD zoning district shall address the overall master plan and shall be filed with the final plat creating this 9 lot subdivision.
9. Setbacks, Height, and Building Area shall be determined and approved by the Fayetteville Planning Commission at the time of large scale development and/or subdivision approval. These standards shall apply to all lots and development within the individual tracts as shown on this plat.
10. All requirements as stated within Chapter 166 Development of the Unified Development Code shall apply to all future large scale developments and/or subdivisions within the springwoods C-PZD zoning district.
11. Flexibility provided within the PZD guidelines shall be applied to each development tract (large scale development and/or subdivision) as determined appropriate by the Planning Commission to allow alternative methods of design where it is consistent with the objectives of the springwoods C-PZD zoning district.

Standard Conditions of Approval:

12. All utilities shall be placed underground. Any existing overhead electric lines under 12 kv shall be relocated underground at the developer's expense.
13. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)
14. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
15. Tree Preservation Plans shall be required with the development of each individual lot.
16. Parks fees shall be assessed with the development of each individual residential lot. Coordination with Parks staff will be necessary to determine appropriate trail connections, corridors, and parkland dedication.
17. Sidewalk construction in accordance with current standards shall be required with the

development of each individual lot.

18. No construction will be authorized without a floodplain development permit where required.

PLANNING COMMISSION ACTION: yes Required Approved Denied

Date: October 13, 2003

Comments:

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

By

Title

Date

Findings associated with R-PZD 03-4.00

Sec. 166.06. Planned Zoning Districts (PZD).

(B) Development standards, conditions and review guidelines

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The proposal includes residential development and commercial development

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that provide compatible uses with surrounding development. The General Plan 2020 designates the surrounding area as Multi-Use, Residential and Regional Commercial, which are compatible uses with those proposed. The Master Development Plan proposal sets aside 124 acres, 43% of the total 289 acres for permanent conservation to preserve the unique natural amenities of wetlands, wildlife habitat, grasslands and tree canopy. The proposed Audubon lot will provide a buffer along Clabber Creek and the tributary which run through the site from erosion and siltation. All lots are required to submit large scale development plans and/or preliminary plats for future development, providing a venue for more detailed review of pedestrian and vehicular circulation, screening, parking and landscaping requirements. All proposals will be required to comply with City ordinances, along with the covenants as proposed and filed of record for this PZD.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: A detailed landscaping and screening plan, where appropriate, will be required with each development plan submitted, in accordance with current City Ordinances.

- (3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
- (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
- (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.
- (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.
- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.

- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: Internal street circulation systems are to be designed to safely and adequately carry traffic into and out of the proposed planned zoning district, as well as be sensitive to safety, convenience, separation of vehicular and pedestrian traffic and proper relationship of different land uses. Truckers Drive, a proposed Master Street Plan Collector, is proposed to be eliminated from crossing the wetland area, and instead stub out to the north property line, to connect to a future East-West Collector. Access from Truckers Drive to Lot 7 is also proposed. Technology Boulevard, an east-west future Collector is proposed to be removed from crossing the site to provide contiguous corridors of land for wildlife movement on Lot 8. Sidewalks and trails as designated on the Master Street Plan and Alternative Transportation and Trails Plan will be coordinated with the developer of each lot to carry out the goals and policies of connectivity as adopted by City Council.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: All proposed development within the PZD shall comply with Chapter 172 Parking and Loading where applicable.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING: All proposed development within the PZD shall be reviewed and comply as necessary with the greenspace and buffer requirements as set forth by the Unified Development Code. Particular treatment of the interface between wildlife and human activity will be investigated. For those lots within the Design Overlay District boundary, all applicable ordinances within this boundary shall apply.

- (6) *Sidewalks.* As required by §166.03.

FINDING: Sidewalks are to be constructed in conformance with current standards.

- (7) *Street Lights.* As required by §166.03.

FINDING: Street lights are to be installed in conformance with current standards.

- (8) *Water.* As required by §166.03.

FINDING: Water service is to be provided in conformance with current standards

(9) *Sewer*. As required by §166.03.

FINDING: Sewer service is to be provided in conformance with current standards

(10) *Streets and Drainage*. Streets within a residential PZD may be either public or private.

- (a) *Public Streets*. Public streets shall be constructed according to the adopted standards of the City.
- (b) *Private Streets*. Private streets within a residential PZD shall be permitted subject to the following conditions:
 - (i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.
 - (ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.
 - (iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.
 - (iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.
 - (v) The plat of the planned development shall designate each private street as a "private street."
 - (vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.
 - (vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and

any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

- (viii) The width of private streets may vary according to the density served. The following standard shall be used:

Paving Width

(No On-Street Parking)

Dwelling Units	One-Way	Two-Way
1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: Public and private streets within this PZD shall be reviewed by staff and comply with all city ordinances at the time of development. Improvements to streets adjacent to the development has been recommended; specific recommendations by City staff will occur at the time of development review.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: N/A

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The

location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: The applicant is to comply with the requirements of Chapter 167, as determined by the Landscape Administrator, for all development within the PZD.

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: For all proposed office and commercial structures within the C-PZD, the developer shall comply with appropriate ordinances with reference to Commercial Design Standards. Where applicable, commercial and office structures shall also comply with Design Overlay District requirements. The submitted draft of covenants addresses these structures to some degree, and a final draft shall be filed at the time of Final Plat.

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: N/A

(E) *Revocation.*

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

(a) *Building permit.* If no building permit has been issued within the time allowed.

(b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.

(c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open

spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.
- (3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.
- (2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:
 - (a) The homeowner's association must be legally established before building permits are granted.
 - (b) Membership and fees must be mandatory for each home buyer and successive buyer.

- (c) The open space restrictions must be permanent, rather than for a period of years.
- (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
- (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property.

FINDING: The applicant has submitted a draft of covenants for the proposed PZD describing the responsibilities and maintenance of future open space and street systems.

Sec. 161.25 Planned Zoning District

- (A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.
- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
 - (2) Compatibility. Providing for compatibility with the surrounding land uses.
 - (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
 - (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
 - (5) No negative impact. Does not have a negative effect upon the future development of the area;
 - (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
 - (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.

- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: The proposal is for mixed-use planned development comprised of multifamily residential, single family residential, office and commercial uses with 43% of the site, at minimum, to be preserved as greenspace. The rezoning of the property to a planned zoning district may be deemed appropriate due to the provision of flexibility by providing a number of housing types and opportunities; compatibility with existing and planned surrounding land uses; harmony in creating a mixture of land uses that serve one another; variety in providing housing, employment and recreational/educational activities to achieve an integration of economic and development opportunities; no negative impact on future land development in the area; provision of contiguous open space potentially providing educational and recreational activities at the community and regional levels; a maximum enhancement of existing natural features with the preservation of 124 acres of ecologically sensitive habitat; and a planning approach that incorporates mixed, yet harmonious development in the same area, consistent with the guiding policies of the General Plan.

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: Staff has reviewed the proposed development with regard to findings necessary for rezoning requests. Those findings are attached to this report. An ordinance will be drafted in order to create this Planned Zoning District which will incorporate all conditions placed on the project by the Planning Commission. Covenants provided by the developer will be included in the PZD ordinance. This ordinance will be forwarded to the City Council for approval.*

(D) *C-PZD, Commercial Planned Zoning District*

- (1) *Purpose and intent.* The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to

accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial rezone. The legislative purposes, intent and application of this district include, but are not limited to, the following:

- (a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.
- (b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.
- (c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.
- (d) To encourage commercial development which is consistent with the city's General Plan.
- (e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.

FINDING: The proposal provides an effective relationship of different land uses within a single development, including single family residential, multifamily residential, open space, retail, commercial and office uses. The large lot subdivision identifies areas of potential land use in an orderly manner, encouraging commercial development which is consistent with city's General Plan. As a PZD, the 289-acre development, currently zoned I-1, Heavy Commercial/Light Industrial, better facilitates more appropriate mixed land uses in a harmonious relationship.

(2) Permitted uses.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping
Unit 16	Shopping Goods

Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 24	Home occupations
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 29	Dance Halls

FINDING: The proposal utilizes Unit 1 City-wide uses by right, Unit 3 Public protection and utility facilities, Unit 8 Single-family dwellings, Unit 12 Offices, studios and related services, Unit 13 Eating places, Unit 14 Hotel, motel and amusement facilities, Unit 15 Neighborhood shopping goods, Unit 16 Shopping Goods, Unit 17 Trades and services, Unit 25 Professional Offices, and Use Unit 26 Multi-family dwellings, which are permitted uses in a C-PZD.

(2) Conditions.

- (a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
- (b) Residential uses must be appropriate to the design of the project.
- (c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for retail sales.

FINDING: The proposed PZD is required to meet the minimum 51% commercial use within the development.

***Required Findings for Rezoning Request.**

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

LAND USE PLAN: General Plan 2020 designates this site Industrial. Rezoning this property to C-PZD 03-8.00 is **not** consistent with the land use plan but is compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed zoning is not consistent with the General Plan 2020 which designates the site Industrial, as it is currently zoned. However, immediate surrounding areas are designated Mixed Use, Community Commercial, Regional Commercial and Residential on the General Plan, thereby giving the C-PZD a high degree of consistency with current land use planning objectives, principles and policies and with land use and zoning plans.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified in that the site is currently zoned for industrial purposes, which is generally incompatible within the context of the environmentally sensitive habitat. Surrounding uses are mixed in nature and are compatible with the proposed commercial planned zoning district.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will not create or appreciably increase traffic danger and congestion, based on determinations made by the Fayetteville Police Department (see attached). The potential of employment and residential land uses in close proximity allows for increased multimodal transportation opportunities.

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: Based on Fayetteville Police Department findings, this increase in population will not alter the population density in a manner which undesirably increases the load on public services including schools, water, and sewer facilities (see attached).

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

**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

November 27, 2023

City of Fayetteville
Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

**RE: Rezoning Parcel No. 765-25766-000 from PZD–Planned Zoning District to
UT, Urban Thoroughfare**

Dear Planning Staff:

The Applicant, Focal Point Investments, LLC, is seeking approval to rezone approximately 2.44 acres located north of the intersection of W. Chicory Place and N. Shiloh Drive (“the Property”). The request is to rezone from PZD–Planned Zoning District to UT–Urban Thoroughfare. This applicant is being submitted simultaneously with a request for a conditional use permit for Use Unit 38–Mini-Storage Units, which is allowed conditionally under UT zoning.

The Applicant wishes to develop a climate-controlled self-storage complex with a bottom-floor office component on the Property. The intent is that the office component would be leased by companies who could make use of conveniently-located storage within the same building, such as start-ups who require a small amount of storage space.

The adjacent land uses are an optometrist’s office, interstate highway, and nature preserve. The office and storage uses are compatible with the office use next door, and the development will be situated on the Southern end of the Property so as to remove as few trees as possible and create a buffer between the development and the nature preserve. Lastly, UT-zoning is appropriate for parcels which border major arterial roadways. Accordingly, the proposed use and zoning are compatible with the surroundings, and would not adversely impact neighboring properties.

Thank you for considering this request for rezoning. If you need anything further on this application, all communication should be sent to both:

Will A. Kellstrom
Watkins, Boyer, Gray & Curry PLLC
479-636-2168
wkellstrom@watkinslawoffice.com

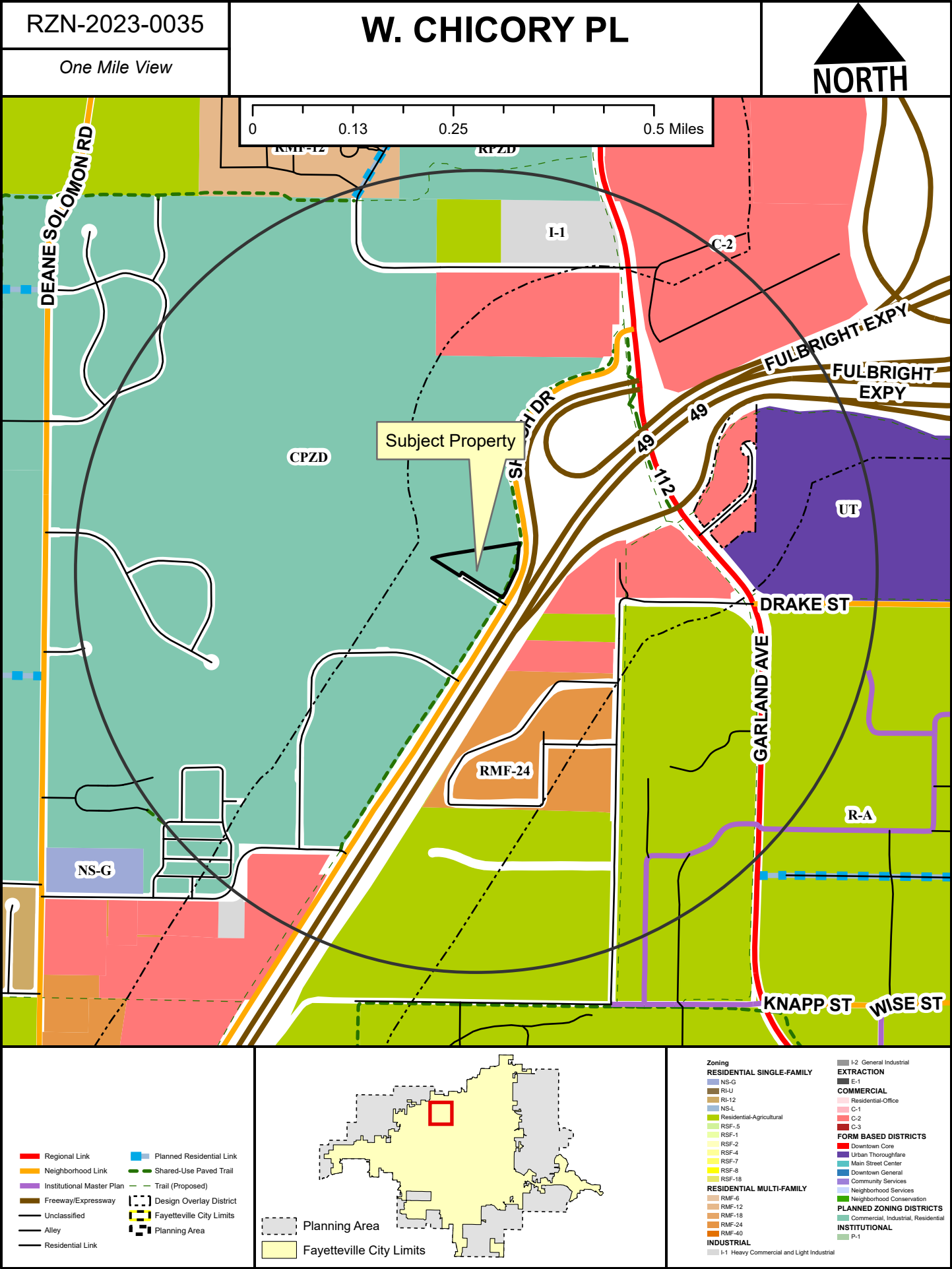
Kyle Ham
Focal Point Investments, LLC
901-326-3158
kham@sstower.com

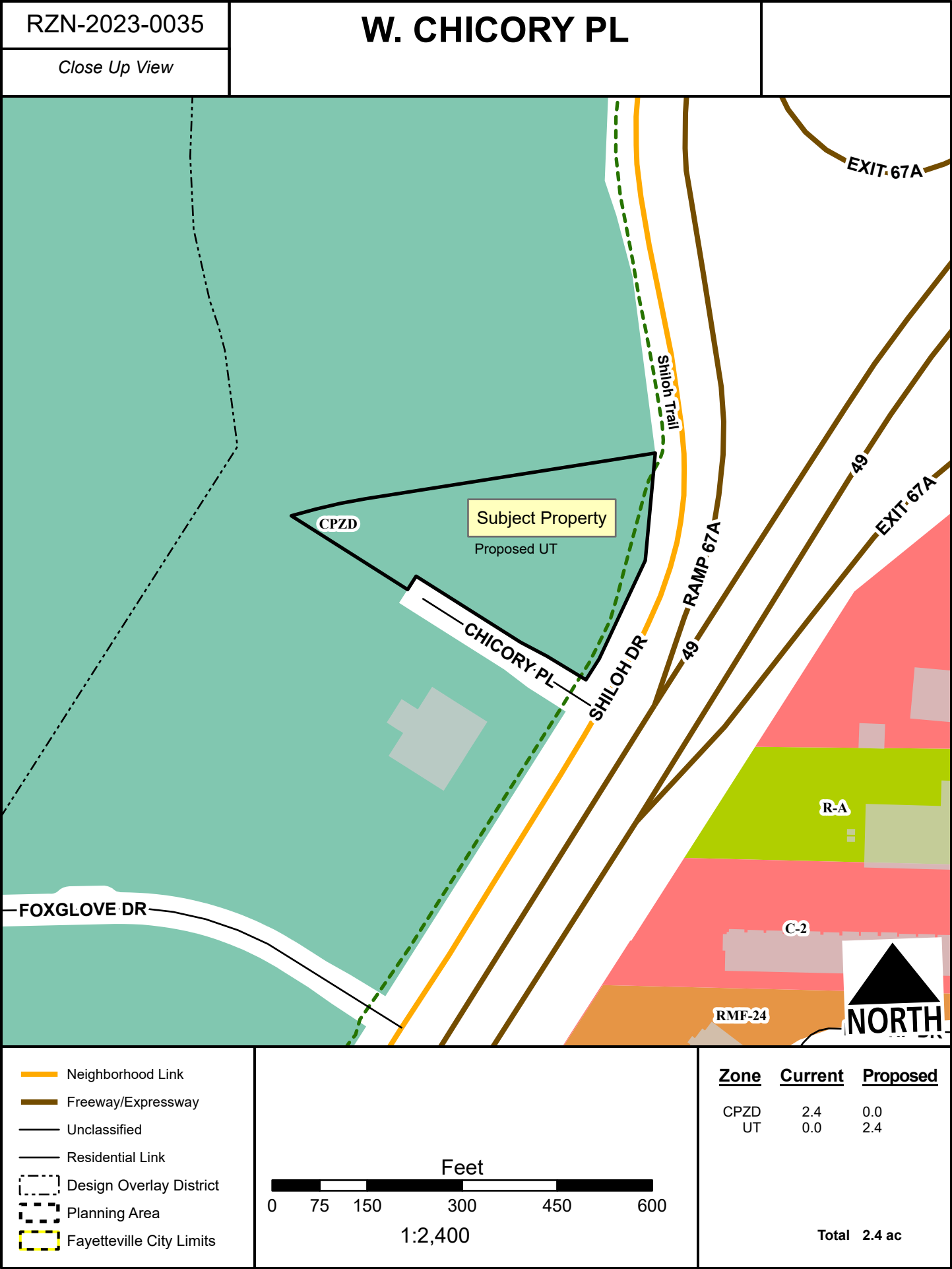
Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom





RZN-2023-0035	W. CHICORY PL	
<i>Current Land Use</i>		

Current Land Use

RZN-2023-0035	W. CHICORY PL
---------------	----------------------



-  Regional Link
-  Neighborhood Link
-  Freeway/Expressway
-  Unclassified
-  Residential Link
-  Trail (Proposed)
-  Planning Area
-  Fayetteville City Limits
-  Design Overlay District

FEMA Flood Hazard Data

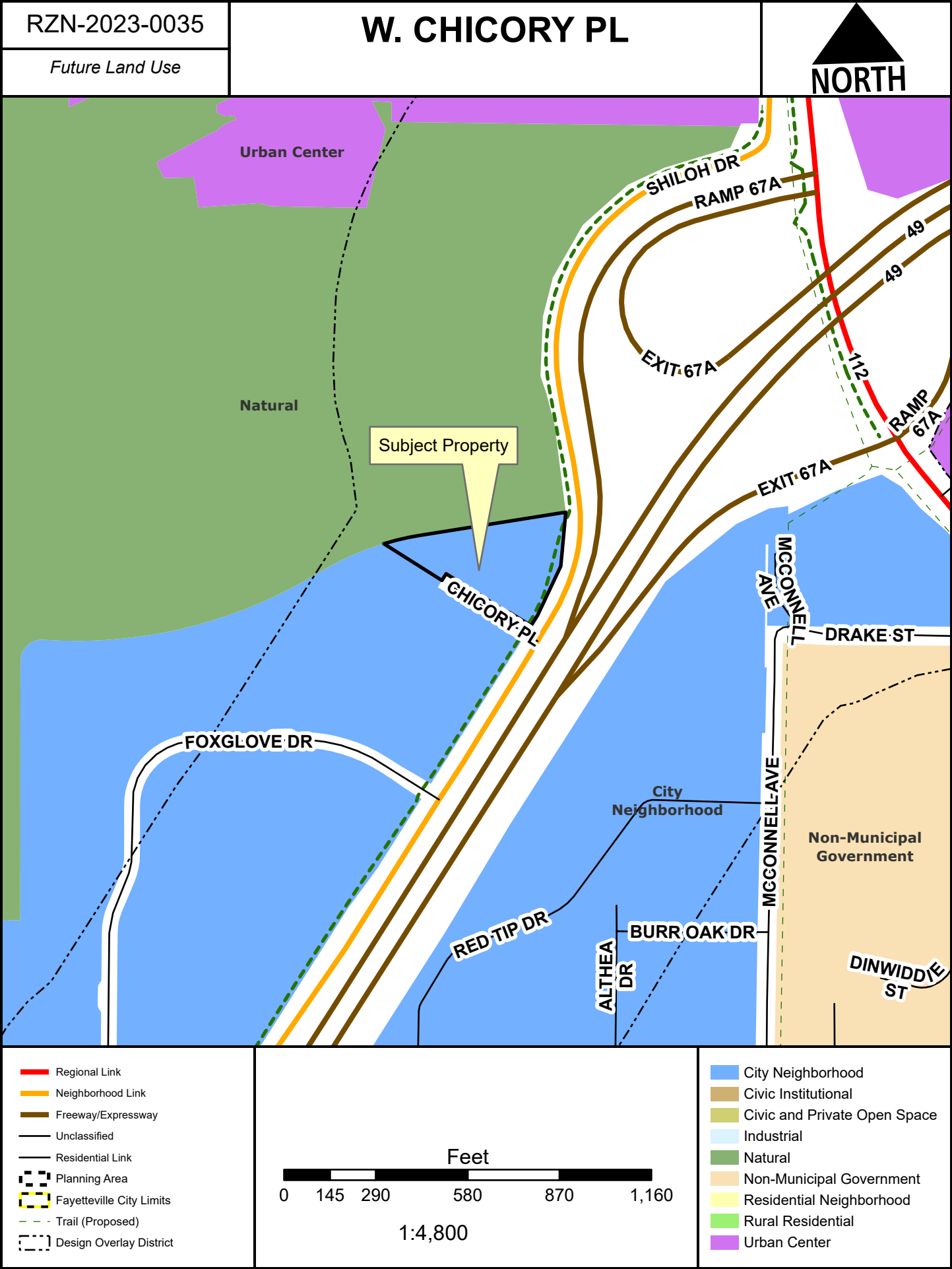
- 100-Year Floodplain
- Floodway

 Floodway

Feet

0 112.5 225 450 675 900

1:3,600





MEETING OF FEBRUARY 27, 2024

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

SUBJECT: **ADM-2023-0052: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is to establish §166.28 – Permit-Ready Building Design Program. The proposed code change would provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings, as well as establish a program area.**

RECOMMENDATION:

City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code creating § 166.28, Permit-Ready Building Design Program, to provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings, as well as establish a program area.

BACKGROUND:

The City of Fayetteville's comprehensive plan, City Plan 2040, lists twenty-five short term benchmarks to be completed by 2025. Among those benchmarks is "Create pre-approved building types for identified neighborhoods." Four of the plan's six goals are related to this benchmark:

1. We will make appropriate infill and revitalization our highest priority
2. We will discourage suburban sprawl
3. We will make compact, complete, and connected development the standard
6. We will create opportunities for attainable housing

Part of the design process is to meet the city's zoning, development, and building code standards, producing plan sets that have been reviewed through city staff before they are finalized. The designs can also be tailored to fit housing needs for neighborhoods, and remove or reduce design costs for infill projects, thereby reducing the overall project costs and permit review timelines. This cost and time reduction provide an incentive to use the neighborhood-sensitive designs and can potentially provide more attractive solutions for housing density, whether the need is for accessory dwellings for existing homes or for a triplex that more closely resembles a single-family home.

A contract for consulting services for the creation of such a program was approved by the Fayetteville City Council on October 4, 2022. The project study area included the Downtown Master Plan area and the Walker Park Neighborhood Plan area as they are two neighborhoods that have experienced an increase in infill development in recent years, and the program's building designs are focused on compatibility with existing

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

neighborhoods. Several recommended guiding standards have been developed by city staff and the project consultant in coordination with assessments of development patterns in the project area and in response to input from focus groups and an evaluation of residential building permit requirements. A set of development standards specific to the use of the Permit-Ready Building Design Program are being recommended with the attached ordinance proposal. The attached map exhibit shows the proposed program area within which the program's buildings would be available for use. The program area boundaries will be used for program administration and coordination with the program vendor and to guide development review and building permit application review, as well as for potential applicants to be able to confirm a property location for their selected building plan set and permit application.

Additional adjustments to zoning standards in the program area have been considered by the project team based on project study area analysis that has shown the potential for reductions in housing costs. Land use policies that allow more homes per lot, reduce parking requirements, increase buildable area, allow for alternative lot configurations, and allow smaller lots have the potential to increase housing supply while reducing overall per unit costs. A preliminary assessment of these land use policy changes was presented to the Planning Commission at the January 18, 2024 Long Range Planning Committee meeting and further discussions on the topic are planned for future meetings.

DISCUSSION:

The purpose of this amendment is to establish a new section under the Unified Development Code (UDC) Chapter 166 – Development for development standards specific to the City's Permit-Ready Building Design Program. Development standards are not a zoning entitlement, rather they are the standards for development that may be specific to a development type or a component of development. In this case the proposed development standards address aspects such as variation in the building designs used across adjacent lots, street-facing orientation, screening of trash and recycling containers, stormwater management, parking standards, driveways, and sidewalk construction. While most of the proposed development standards align with existing requirements in the Unified Development Code or provide additional standards for site design as the use of the program is voluntary, some are meant to provide additional flexibility. The proposed parking standards are an example of increased flexibility specific to the use of the program.

The proposed section 166.28(D)(2) would require only one parking space per dwelling unit. Properties developed with a single unit would require only one parking space, while a property developed with two units, either as a duplex or as a single-family house with an accessory dwelling unit, would require only two spaces. Currently the UDC requires two parking spaces per dwelling unit for single-family, duplex, and triplex residential, while multi-family or townhouse residential requires one parking space per bedroom. Additionally, parking lots with 5-13 spaces would be exempt from parking lot construction and parking lot design standards if the parking lots are for buildings in the program.

Sidewalk construction has been identified as a challenge in the residential building permit process as the timing of sidewalk construction, sidewalk location, and other factors for required sidewalk construction related to small scale residential buildings have resulted in project delays. The program development standards propose to address this by creating a sidewalk fee-in-lieu option that does not require a special approval to waive construction. The fee amount would be set based on annual bids and the City's use of the funds and is proposed to not have an expiration. The fee-in-lieu funds would be spent to complete sidewalks as determined by the City Engineer.

The Planning Commission considered the item at the January 22, 2022 meeting. One public comment in favor was received by staff prior to the meeting, but no additional comments were received in the meeting. Commissioners asked questions relating to other programs of this type nationally, what information is anticipated to be included in the plan sets, whether the development standards could be expanded to all

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projects in the program area or city wide, and how some technical requirements such as stormwater management will be addressed. Staff requested that the item be tabled to the February 12 meeting for additional time to respond to questions and the Commissioners tabled the item with a 7-2-0 vote in favor.

The Planning Commission considered the item again at the February 12, 2024 meeting. Staff received an inquiry prior to the meeting with comments supporting a reduction in parking requirements. An additional public comment was made during the meeting expressing concern about the buildings being designed to account for fire suppression and fire separation requirements. Commissioners asked clarifying questions about the sidewalk fee-in-lieu, preferring it be spent in the program area, and there was some discussion with the City Attorney about impact fee requirements and whether the proposed fee-in-lieu would be considered an impact fee as the program is voluntary, as is the fee-in-lie payment for sidewalks since builders retain the ability to construct sidewalk where required. Commissioner Sparkman made a motion to forward the item to City Council. Commissioner Brink provided a second to the motion. Commissioners voted 9-0-0 in favor of forwarding the item as proposed to the City Council for their consideration.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A - Proposed Ordinance (#4), Exhibit B - Program Area Map (#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 #: 2024-1741

ADM-2023-0052: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is to establish §166.28 – Permit-Ready Building Design Program. The proposed code change would provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings, as well as establish a program area.

AN ORDINANCE TO ENACT §166.28 PERMIT-READY BUILDING DESIGN PROGRAM TO PROVIDE FOR THE ESTABLISHMENT OF A PERMIT-READY BUILDING DESIGN PROGRAM AND ASSOCIATED DEVELOPMENT REQUIREMENTS SPECIFIC TO THE PROGRAM'S RESIDENTIAL BUILDINGS, AND TO ESTABLISH AN INITIAL PROGRAM AREA

WHEREAS, City Plan 2040 lists twenty-five short term benchmarks to be completed by 2025, including "Create pre-approved building types for identified neighborhoods."; and

WHEREAS, four of City Plan 2040's six goals are related to this benchmark:

1. We will make appropriate infill and revitalization our highest priority; and
2. We will discourage suburban sprawl; and
3. We will make compact, complete, and connected development the standard; and
4. We will create opportunities for attainable housing; and

WHEREAS, City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code creating § 166.28 **Permit-Ready Building Design Program**.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 166.28 **Permit-Ready Building Design Program** to provide for the establishment of permit-ready building design program and associated development requirements as shown in Exhibit A.

Section 2: That the City Council of the City of Fayetteville, Arkansas, hereby establishes an initial permit-ready building design program area as shown in Exhibit B attached hereto and made a part hereof.

City of Fayetteville Staff Review Form

2024-1741

Item ID

3/5/2024

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

Britin Bostick

2/16/2024

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2023-0052: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is to establish \$166.28 – Permit-Ready Building Design Program. The proposed code change would provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings.

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 # 236-22

Change Order Number:

Approval Date: 10/4/2022

Original Contract Number:

Comments:

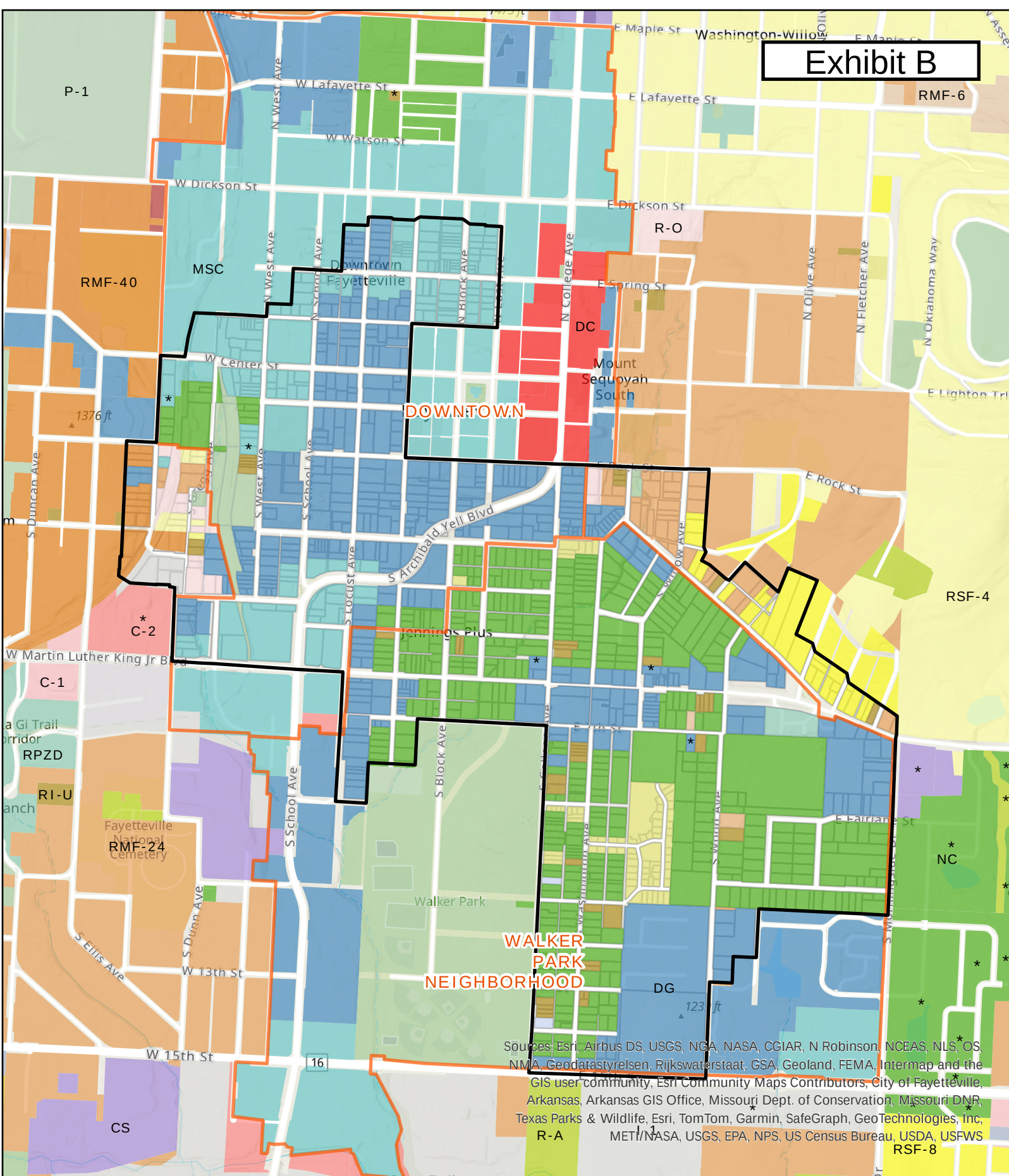
EXHIBIT A

166.28 Permit-Ready Building Design Program

- (A) *Purpose.* The purpose of this section is to encourage new buildings that are compatible with the existing development pattern of the neighborhood in scale, height and building placement. The program provides permit-ready building designs for infill construction and site redevelopment that are meant to fit the context of the existing building scale, styles and materials in the neighborhood.
- (B) *Applicability.* The Permit-Ready Building Design Program applies to lots or parcels of land on which the Permit-Ready Building Design Program is utilized.
- (C) *General Requirements.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Variability.* Any contiguous set of three or more lots or parcels with program buildings shall include at least two distinct variations in building façade design.
 - (2) *Street-facing Orientation.* All buildings which are adjacent to the street shall be oriented such that their primary facade as designated on the architectural plan set, or a secondary facade if also noted, faces the public street. Buildings which do not have a primary facade indicated on their architectural plans shall not be the primary, street-facing structure abutting a public street.
 - (3) *Solid Waste and Recycling Containers.* All waste and recycling containers must be screened from view from public right of way except on designated days of service. Screening fences shall be opaque and constructed of wood fence, fiber cement, masonry, or a combination thereof, or may be dense shrubbery having year-round foliage within two years of date of planting.
 - (4) *Stormwater.* Where required, stormwater infiltration systems shall comply with the pre-approved stormwater facilities available from the Engineering Division. Where feasible stormwater facilities shall be located parallel and adjacent to any edge of the property.
- (D) *Parking and Driveways.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Parking Areas.* Site plans shall show required off-street parking spaces located to the rear or side of a principal dwelling, in a garage, or in a carport.
 - (2) *Number of Spaces.* One parking space per dwelling unit shall be required. Projects shall not utilize reductions for residential use. Up to two parking spaces per dwelling unit is permitted. Any increase or reduction to the number of spaces permitted shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.
 - (3) *Parking Lot Standards.* Parking lots or parking areas containing between 5 and 13 spaces are exempt from Parking Lot Construction Standards and Parking Lot Design Standards unless the parking lot is located within a build-to zone.
 - (4) *Tandem Lots.* Parking for dwelling units on tandem lots shall not be considered off-site parking if the parking spaces are located on the parent lot or another tandem lot related to the parent lot.
 - (5) *Driveway Width.* The minimum driveway width is 8'.
 - (6) *Shared Driveways.* Shared driveways must be utilized to access parking areas for attached townhouse dwellings. Individual driveways from the primary street frontage are not permitted.
- (E) *Sidewalks.* Project sites with existing sidewalks which are not in need of repair or major relocation are encouraged to use fees in lieu of reconstruction and/or relocation.

-
- (1) *Applicability.* The provisions of this section shall only apply to the following property:
- (i) If a sidewalk does not exist, a new sidewalk must be constructed, or sidewalk fee-in-lieu must be paid. The fee-in-lieu option shall not require a waiver by the City Engineer.
 - (ii) Projects must bring existing sidewalks into good condition. Cracks with an offset greater than 0.5" must be ground flat and sidewalk segments with extensive spalling must be replaced.
 - (iii) If an existing sidewalk is required to be relocated, the fee-in-lieu option is preferred in lieu of construction. The building location shall accommodate the future sidewalk construction.
 - (iv) If an existing sidewalk is substandard, the fee-in-lieu option is preferred for sidewalk replacement.
- (2) *Sidewalk Fee-In-Lieu for Permit-Ready Building Program.*
- (i) Fees will be set by the City Engineer on a per-square-foot basis and will be determined annually by conducting a bid for contracted construction and use the average cost per square foot of the accepted contract.
 - (ii) Contribution in lieu of construction of sidewalks shall be paid, or construction of the sidewalks shall be completed before issuance of a certificate of occupancy.
 - (iii) Contributions do not have an expiration on the expenditure of funds.
 - (iv) The contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.

Exhibit B



Proposed Permit-Ready Building Design Program Area 02.12.2024

Legend

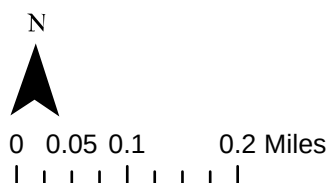
Master Plan Area

 Complete Neighborhood Plan

 Proposed PRB Area

 Proposed PRB Area
Parcels

Page 541 of 693





TO: Fayetteville Planning Commission

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

MEETING DATE: February 12, 2024 **Updated with results from 2/12/24 PC meeting**

SUBJECT: **ADM-2023-0052: Administrative Item (Amend UDC Chapter 166 - Development):** Submitted by CITY OF FAYETTEVILLE STAFF. The request is to establish §166.28 – Permit-Ready Building Design Program. The proposed code change would provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings.

RECOMMENDATION:

Staff recommends forwarding **ADM-2023-0052** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

"I move to forward **ADM-2023-0052** to the City Council with a recommendation of approval."

JANUARY 22, 2024 PLANNING COMMISSION HEARING:

Long Range Planning staff presented a proposal for development standards specific to the program buildings and related site development. Commissioners asked questions relating to other programs of this type nationally, what information is anticipated to be included in the plan sets, whether the development standards could be expanded to all projects in the program area or city wide, and how some technical requirements such as stormwater management will be addressed. Staff requested that the item be tabled to the February 12 meeting for additional time to respond to questions and the Commissioners tabled the item with a 7-2-0 vote in favor.

BACKGROUND:

The City of Fayetteville's comprehensive plan, City Plan 2040, lists twenty-five short term benchmarks to be completed by 2025. Among those benchmarks is "Create pre-approved building types for identified neighborhoods." Four of the plan's six goals are related to this benchmark:

1. We will make appropriate infill and revitalization our highest priority
2. We will discourage suburban sprawl
3. We will make compact, complete, and connected development the standard
6. We will create opportunities for attainable housing

Part of the design process is to meet the city's zoning, development, and building code standards, producing plan sets that have been reviewed through city staff before they are finalized. The designs can also be tailored to fit housing needs for neighborhoods, and remove or reduce design costs for infill projects, thereby reducing the overall project costs and permit review timelines. This cost and time reduction provide an incentive to use the neighborhood-sensitive designs and can

potentially provide more attractive solutions for housing density, whether the need is for accessory dwellings for existing homes or for a triplex that more closely resembles a single-family home.

A contract for consulting services for the creation of such a program was approved by the Fayetteville City Council on October 4, 2022. The project study area included the Downtown Master Plan area and the Walker Park Neighborhood Plan area as they are two neighborhoods that have experienced an increase in infill development in recent years, and the program's building designs are focused on compatibility with existing neighborhoods. Several recommended guiding standards have been developed by city staff and the project consultant in coordination with assessments of development patterns in the project area and in response to input from focus groups and an evaluation of residential building permit requirements. A set of development standards specific to the use of the Permit-Ready Building Design Program are being recommended with the attached ordinance proposal. The attached map exhibit shows the proposed program area within which the program's buildings would be available for use. The program area boundaries will be used for program administration and coordination with the program vendor and to guide development review and building permit application review, as well as for potential applicants to be able to confirm a property location for their selected building plan set and permit application.

DISCUSSION:

The purpose of this amendment is to establish a new section under the Unified Development Code (UDC) Chapter 166 – Development for development standards specific to the City's Permit-Ready Building Design Program. Development standards are not a zoning entitlement, rather they are the standards for development that may be specific to a development type or a component of development. In this case the proposed development standards address aspects such as variation in the building designs used across adjacent lots, street-facing orientation, screening of trash and recycling containers, stormwater management, parking standards, driveways, and sidewalk construction. While most of the proposed development standards align with existing requirements in the Unified Development Code or provide additional standards for site design as the use of the program is voluntary, some are meant to provide additional flexibility. The proposed parking standards are an example of increased flexibility specific to the use of the program.

The proposed section 166.28(D)(2) would require only one parking space per dwelling unit. Properties developed with a single unit would require only one parking space, while a property developed with two units, either as a duplex or as a single-family house with an accessory dwelling unit, would require only two spaces. Currently the UDC requires two parking spaces per dwelling unit for single-family, duplex, and triplex residential, while multi-family or townhouse residential requires one parking space per bedroom. Additionally, parking lots with 5-13 spaces would be exempt from parking lot construction and parking lot design standards if the parking lots are for buildings in the program.

Sidewalk construction has been identified as a challenge in the residential building permit process as the timing of sidewalk construction, sidewalk location, and other factors for required sidewalk construction related to small scale residential buildings have resulted in project delays. The program development standards propose to address this by creating a sidewalk fee-in-lieu option that does not require a special approval to waive construction. The fee amount would be set based on annual bids and the City's use of the funds would not have an expiration. The fee-in-lieu funds would be spent to complete sidewalks as determined by the City Engineer.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: February 12, 2024	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Sparkman	With a recommendation of approval				
Second: Brink					
Vote: 9-0-0					

BUDGET/STAFF IMPACT:

None

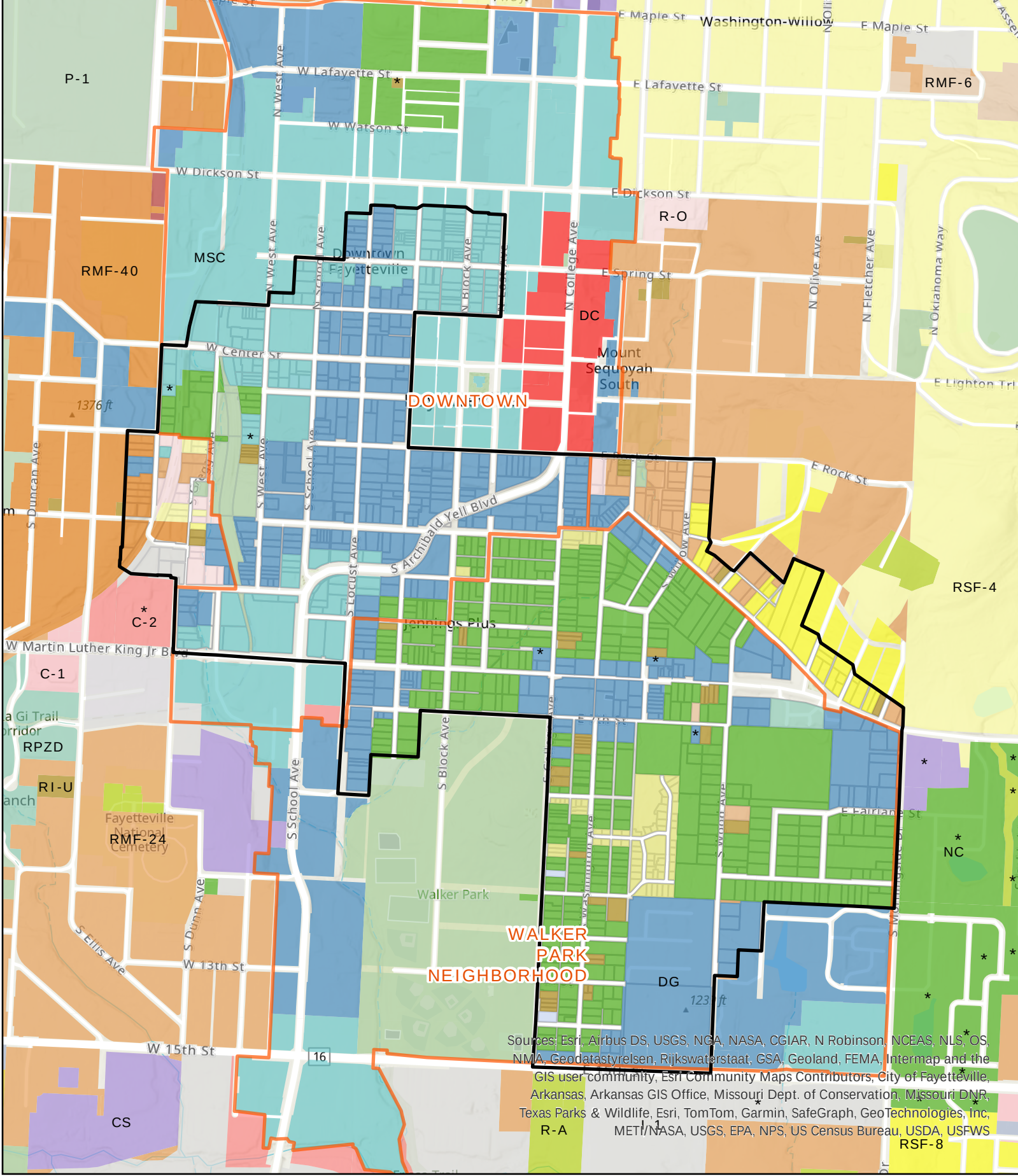
Attachments:

- Proposed Ordinance, Clean
 - §166.28
- Program Area Exhibit Map
- Fire Department Memo

166.28 Permit-Ready Building Design Program

- (A) *Purpose.* The purpose of this section is to encourage new buildings that are compatible with the existing development pattern of the neighborhood in scale, height and building placement. The program provides permit-ready building designs for infill construction and site redevelopment that are meant to fit the context of the existing building scale, styles and materials in the neighborhood.
- (B) *Applicability.* The Permit-Ready Building Design Program applies to lots or parcels of land on which the Permit-Ready Building Design Program is utilized.
- (C) *General Requirements.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Variability.* Any contiguous set of three or more lots or parcels with program buildings shall include at least two distinct variations in building façade design.
 - (2) *Street-facing Orientation.* All buildings which are adjacent to the street shall be oriented such that their primary facade as designated on the architectural plan set, or a secondary facade if also noted, faces the public street. Buildings which do not have a primary facade indicated on their architectural plans shall not be the primary, street-facing structure abutting a public street.
 - (3) *Solid Waste and Recycling Containers.* All waste and recycling containers must be screened from view from public right of way except on designated days of service. Screening fences shall be opaque and constructed of wood fence, fiber cement, masonry, or a combination thereof, or may be dense shrubbery having year-round foliage within two years of date of planting.
 - (4) *Stormwater.* Where required, stormwater infiltration systems shall comply with the pre-approved stormwater facilities available from the Engineering Division. Where feasible stormwater facilities shall be located parallel and adjacent to any edge of the property.
- (D) *Parking and Driveways.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Parking Areas.* Site plans shall show required off-street parking spaces located to the rear or side of a principal dwelling, in a garage, or in a carport.
 - (2) *Number of Spaces.* One parking space per dwelling unit shall be required. Projects shall not utilize reductions for residential use. Up to two parking spaces per dwelling unit is permitted. Any increase or reduction to the number of spaces permitted shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.
 - (3) *Parking Lot Standards.* Parking lots or parking areas containing between 5 and 13 spaces are exempt from Parking Lot Construction Standards and Parking Lot Design Standards unless the parking lot is located within a build-to zone.
 - (4) *Tandem Lots.* Parking for dwelling units on tandem lots shall not be considered off-site parking if the parking spaces are located on the parent lot or another tandem lot related to the parent lot.
 - (5) *Driveway Width.* The minimum driveway width is 8'.
 - (6) *Shared Driveways.* Shared driveways must be utilized to access parking areas for attached townhouse dwellings. Individual driveways from the primary street frontage are not permitted.
- (E) *Sidewalks.* Project sites with existing sidewalks which are not in need of repair or major relocation are encouraged to use fees in lieu of reconstruction and/or relocation.

-
- (1) *Applicability.* The provisions of this section shall only apply to the following property:
- (i) If a sidewalk does not exist, a new sidewalk must be constructed, or sidewalk fee-in-lieu must be paid. The fee-in-lieu option shall not require a waiver by the City Engineer.
 - (ii) Projects must bring existing sidewalks into good condition. Cracks with an offset greater than 0.5" must be ground flat and sidewalk segments with extensive spalling must be replaced.
 - (iii) If an existing sidewalk is required to be relocated, the fee-in-lieu option is preferred in lieu of construction. The building location shall accommodate the future sidewalk construction.
 - (iv) If an existing sidewalk is substandard, the fee-in-lieu option is preferred for sidewalk replacement.
- (2) *Sidewalk Fee-In-Lieu for Permit-Ready Building Program.*
- (i) Fees will be set by the City Engineer on a per-square-foot basis and will be determined annually by conducting a bid for contracted construction and use the average cost per square foot of the accepted contract.
 - (ii) Contribution in lieu of construction of sidewalks shall be paid, or construction of the sidewalks shall be completed before issuance of a certificate of occupancy.
 - (iii) Contributions do not have an expiration on the expenditure of funds.
 - (iv) The contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.



Proposed Permit-Ready
Building Design Overlay Area
01.18.2024

Legend

- Master Plan Area
- Complete Neighborhood Plan
- Proposed PRB Area
- Proposed PRB Area Parcels



To: Fayetteville Planning Commission

Thru: Britin Bostick, City of Fayetteville Long Range Planner

From: Battalion Chief Jeremy Ashley, Fayetteville Fire Marshals Office

Cc: Fire Chief Brad Hardin

Date: 2/8/2024

RE: Pre-Approved Building Permit Project

During the fall of 2021, the City of Fayetteville issued a request for proposal for a project that would create a pre-approved building permit process for the Downtown and South Fayetteville areas of town. Over the last couple of years this project has been developed by multiple stakeholders to become the project before you.

The program area was developed to be in primarily historic neighborhoods, carefully considering the number of lots available for development in the potential areas. Efforts were made to study the impacts in these areas to include code requirements, density, parking, apparatus access and fit with existing neighborhoods. There were parts of the project, specifically changing the parking requirements, that the Fire Department were concerned with, however the program parameters only allowed for smaller homes and within a very specific area. The Fire Department does not support opening this project outside of the analyzed area that was identified in the original RFP issued by the City. We do support the pre-approved building permit project moving forward within the intended program area.



MEETING OF FEBRUARY 27, 2024

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

SUBJECT: **VAC-2024-0001: Vacation (N. BOB YOUNKIN DR. & W. DRAKE ST./LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES, LLC for property located at N. BOB YOUNKIN DR. & W. DRAKE ST. in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains three parcels with a total of 3.37 acres. The request is to vacate a total of 0.108 acres of general utility easements.**

RECOMMENDATION:

Staff recommends approval of **VAC-2024-0001** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of any existing facilities will be at the applicant's expense.
2. New easements must be granted to SWEPCO/AEP following utility routes and equipment layouts with easement plat.
3. The northernmost utility easement 23A-195 must retain at least 10 feet south of the existing sewer line based on the actual survey of that line. Utility easement will be verified with submittal of the easement plat.
4. As described in discussions with developers, duct paths must be provided from the street right-of-way of Bob Younklin to the individual units for AT&T.

BACKGROUND:

The subject property is in north Fayetteville and contains three parcels (765-24866-000, 765-24865-000, and 765-24864-000) that are approximately 1.16, 1.15, and 1.06 acres. A property line adjustment has been approved to combine all three parcels into a total of 3.37 acres but has not yet been recorded. The site is currently undeveloped. A large-scale development (LSD-2023-0009) was approved in September 2023 for the subject property including thirty-two residential structures totaling sixty-four dwelling units. A separate ROW vacation request will be heard at a later date.

Request: The applicant proposes to vacate four existing 20' x 40' existing general utility easements generally aligning with the existing parcel boundaries and a 9' portion of a general utility easement along N. Bishop Dr. These easements are required to be vacated in order to continue with the associated large-scale development project.

DISCUSSION:

The applicant submitted the required approvals with no objections, though with added conditions from franchise utility providers as listed above. With submittal of the required vacation forms and utility consent, staff

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

recommends approval.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), 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 #: 2024-1727

VAC-2024-0001: Vacation (N. BOB YOUNKIN DR. & W. DRAKE ST./LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES, LLC for property located at N. BOB YOUNKIN DR. & W. DRAKE ST. in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains three parcels with a total of 3.37 acres. The request is to vacate a total of 0.108 acres of general utility easements.

AN ORDINANCE TO APPROVE VAC 24-01 FOR PROPERTY LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST DRAKE STREET IN WARD 3 TO VACATE FIVE GENERAL UTILITY EASEMENTS TOTALING 0.108 ACRES

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 general utility easements are 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 general utility easements 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 or relocation of any existing facilities will be at the applicant's expense;
2. New easements must be granted to SWEPCO/AEP following utility routes and equipment layouts with easement plat;
3. The northernmost utility easement 23A-195 must retain at least 10 feet south of the existing sewer line based on the actual survey of that line. Utility easement will be verified with submittal of the easement plat; and
4. Duct paths must be provided from the street right-of-way of Bob Younkin to the individual units for AT&T.

City of Fayetteville Staff Review Form

2024-1727

Legistar File ID

3/5/2024

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

Jonathan Curth

2/16/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0001: Vacation (N. BOB YOUNKIN DR. & W. DRAKE ST./LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES, LLC for property located at N. BOB YOUNKIN DR. & W. DRAKE ST. in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains three parcels with a total of 3.37 acres. The request is to vacate a total of 0.108 acres of general utility easements.

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	\$ -
		Remaining Budget	\$ -

V20210527

Purchase Order Number: _____

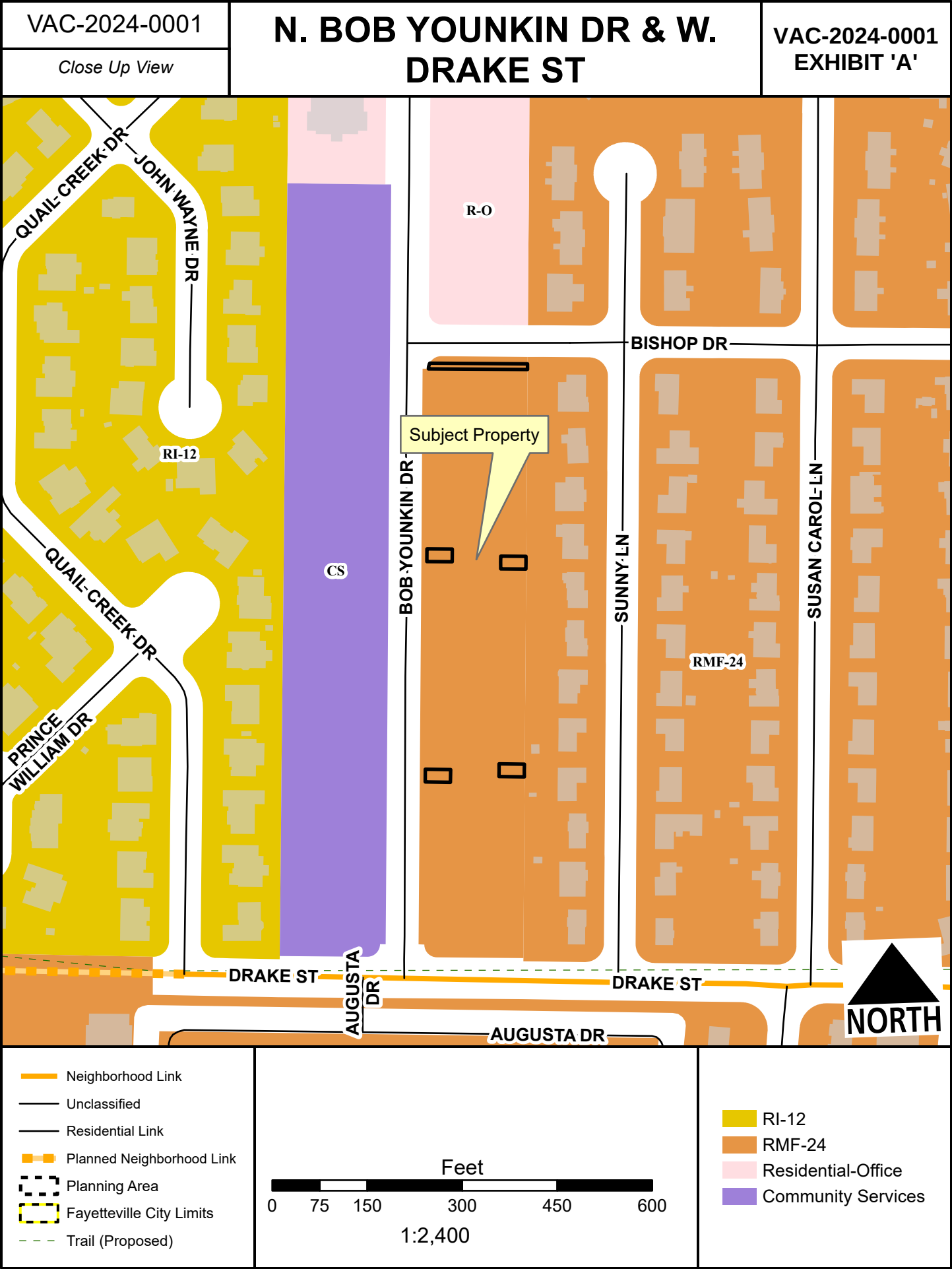
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



9.0' UTILITY EASEMENT VACATION:

A PORTION OF LOT 9, APPLEBY LANDING, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A, AT PAGE 195, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR CAPPED "PS 1349" MARKING THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 02°27'26" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°27'26" WEST 9.00 FEET; THENCE NORTH 87°36'13" WEST 156.51 FEET TO A FOUND 1/2" REBAR CAPPED "PS 1349"; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 16°07'51" EAST 9.26 FEET; THENCE SOUTH 87°36'13" EAST 154.32 FEET TO THE POINT OF BEGINNING. CONTAINING 1,402 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

20'x40' UTILITY EASEMENT 1 VACATION:

A PORTION OF LOTS 8 & 9, APPLEBY LANDING, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A, AT PAGE 195, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR CAPPED "PS 1349" MARKING THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 02°27'26" WEST 314.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°27'26" WEST 20.00 FEET; THENCE NORTH 87°15'39" WEST 40.00 FEET; THENCE NORTH 02°27'26" EAST 20.00 FEET; THENCE SOUTH 87°15'39" EAST 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 800 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

20'x40' UTILITY EASEMENT 2 VACATION:

A PORTION OF LOT 9, APPLEBY LANDING, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A,



AT PAGE 195, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR CAPPED "PS 1349" MARKING THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 02°27'26" WEST 324.99 FEET TO A SET 5/8" REBAR CAPPED "PLS 1659"; THENCE NORTH 87°15'39" WEST 116.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°15'39" WEST 40.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 02°27'14" EAST 20.00 FEET; THENCE SOUTH 87°15'39" EAST 40.00 FEET; THENCE SOUTH 02°27'14" WEST 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 800 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

20'x40' UTILITY EASEMENT 3 VACATION:

A PORTION OF LOTS 7 & 8, APPLEBY LANDING, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A, AT PAGE 195, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR CAPPED "PS 1349" MARKING THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 02°27'26" WEST 642.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°27'26" WEST 20.00 FEET; THENCE NORTH 87°15'39" WEST 40.00 FEET; THENCE NORTH 02°27'26" EAST 20.00 FEET; THENCE SOUTH 87°15'39" EAST 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 800 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

20'x40' UTILITY EASEMENT 4 VACATION:

A PORTION OF LOT 7, APPLEBY LANDING, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A, AT PAGE 195, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR CAPPED "PS 1349" MARKING THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 02°27'26" WEST 653.01 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 87°15'39" WEST 116.46 FEET TO THE TRUE



POINT OF BEGINNING; THENCE SOUTH 02°27'14" WEST 20.00 FEET; THENCE NORTH 87°15'39" WEST 40.00 FEET; THENCE NORTH 02°28'52" EAST 20.00 FEET TO A FOUND 1/2" REBAR; THENCE SOUTH 87°15'39" EAST 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 800 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

MISSOURI



January 15, 2024

City of Fayetteville Planning Commission / City Council
125 West Mountain Street
Fayetteville, AR 72701

RE: Appleby Landing Easement Vacation Request

Dear Planning Commission and City Council,

Please accept this written request to vacate various easement vacations as shown on the attached plat and impacting lots seven (7), eight (8) and nine (9) of the Appleby Landing subdivision.

This is being done to facilitate the construction of our Midtown Landing community and is a condition of approval for LSD 2023-0009 and grading permit GRD 2023-0104.

All utilities have provided their approval in writing. Additionally, the lots mentioned above are the only ones impacted by this request.

We feel by granting this Easement vacation will be the final step in a long entitlement process and pave the way for a wonderful new community providing much needed housing. This mid-town location with proximity to the medical core and main transportation corridors makes it an excellent location for this type of multifamily. Our plan is to build a diverse, dense mix of high quality multifamily residential units. This community will contain units ranging in both size and bedroom count as well as one- and two-story units.

We are looking forward to developing a community that delivers high quality housing catering. And in doing so create a community that exemplifies urban planning and together leaving our **Legacy** one **Venture** at a time.

Sincerely,



Tim Brisiel



PETITION TO VACATE A GENERAL UTILITY/WATER SEWER EASEMENT LOCATED IN (35-17N-30W), CITY OF FAYETTEVILLE, ARKANSAS

TO: The City of Fayetteville Planning Commission
The Fayetteville City Council

We, the undersigned, being the owner for the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in (35-17N-30W), City of Fayetteville, Arkansas a municipal corporation, petition to vacate an easement which is described as follows:

See attached legal description.

That the abutting real estate affected by said abandonment of the easement are (35-17N-30W) City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easements.

The petitioners pray that the City of Fayetteville, Arkansas abandon and vacate the above-described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for the respective benefit ad purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sough to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from easements of the public for the use of said property.

Dated this 15rd day of January, 2024.



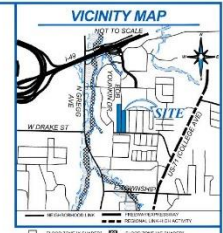
Tim Brisiel

RIGHT-OF-WAY & EASEMENT VACATION SURVEY

BOB YOUNKIN DRIVE

LOCATED IN: SECTION 35, TOWNSHIP 17 NORTH, RANGE 30 WEST

WASHINGTON COUNTY, FAYETTEVILLE, AR 72703



MISCELLANEOUS NOTES

COMPILED AND DRAWN:
MARCH 20, 2023

BASE OF BEARING:
THE BASE OF BEARINGS OF THIS SURVEY IS GRID NORTH,
BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM,
NORTH ZONE (NAD83).

REFERENCE DOCUMENTS:
1. SURVEY PLAT FILED IN PLAT BOOK 23A, PAGE 195.
2. SURVEY PLAT FILED IN PLAT BOOK 23A, PAGE 195.
3. SURVEY PLAT FILED IN PLAT BOOK 23A, PAGE 195.

SCALE FEATURES SHOWN ON THIS PLAN MAY BE SHOWN OUT
OF SCALE FOR CLARITY.

DRAGGINGS ON THIS PLAN ARE EXPRESSED IN FEET AND
DECIMAL PARTS THEREOF AND SHOULD BE NOTED.
MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN,
THIS SURVEY DOES NOT PURPORT TO REFLECT OR ANY OF
THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT
PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS
WHICH WERE VISIBLE AT THE TIME OF SURVEY, RESTRICTIVE
COVENANTS, SUBDIVISION RESTRICTIONS OR OTHER LAND
USE REGULATIONS, AND ANY OTHER FACTS WHICH AN
ACCURATE TITLE SEARCH MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS
NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING
SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, A
STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR
BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE
PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE
SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER
IMPLIED OR EXPRESSED.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN
ZONE "A" OR "X" OR "V" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY
FLOOD NO. 15143-0001, WHICH BECAME EFFECTIVE DATE OF
06/15/2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM
UNDERGROUND RECORDS, OR ABOVE GROUND APPROPRIATE
ONLY. THE SURVEYOR HAS NOT PROVIDED WITH UNDERGROUND
PLANS OR SURVEIL GROUND MEASUREMENTS TO DETERMINE
THE LOCATION OF ANY SUBTERRANEAN UTILITIES.

ZONING INFORMATION

CURRENT ZONING:
R-10

SETBACK REQUIREMENTS:
FRONT: A BUILDING ZONE THAT IS LOCATED BETWEEN 10' & 20'
FROM THE FRONT PROPERTY LINE.
SIDE AND REAR: A BUILDING ZONE THAT IS LOCATED BETWEEN 10' & 20'
FROM THE SIDE OR REAR PROPERTY LINE.
SIDE OR REAR: A BUILDING ZONE THAT IS LOCATED BETWEEN 10' & 20'
FROM THE SIDE OR REAR PROPERTY LINE.
SIDE OR REAR: A BUILDING ZONE THAT IS LOCATED BETWEEN 10' & 20'
FROM THE SIDE OR REAR PROPERTY LINE.

LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET BY REAR CAPTION "15' 195"
- ✕ FIRE HYDRANT
- LIGHT
- SANITARY MANHOLE
- POWER POLE
- ELECTRIC BOX
- WATER METER
- WATER VALVE
- DRAIN GRATE
- STORM MANHOLE
- GAS METER
- UTILITY LINE CONTINUOUS
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE (R/W)
- CENTERLINE (CL)
- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND WATER LINE
- SETBACK LINE (SSB)
- FLOOD LINE
- STORMWATER LINE
- SANITARY SEWER LINE
- EASEMENT TO BE VACATED

LAND AREA

338,257 ± SQUARE FEET
7.76 ± ACRES

CERTIFICATE OF SURVEY AND ACCURACY:
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND
CORRECT SURVEY AND THAT THE MEASUREMENTS HAVE BEEN PLACED AS STATED
HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF
FAYETTEVILLE, ARKANSAS.

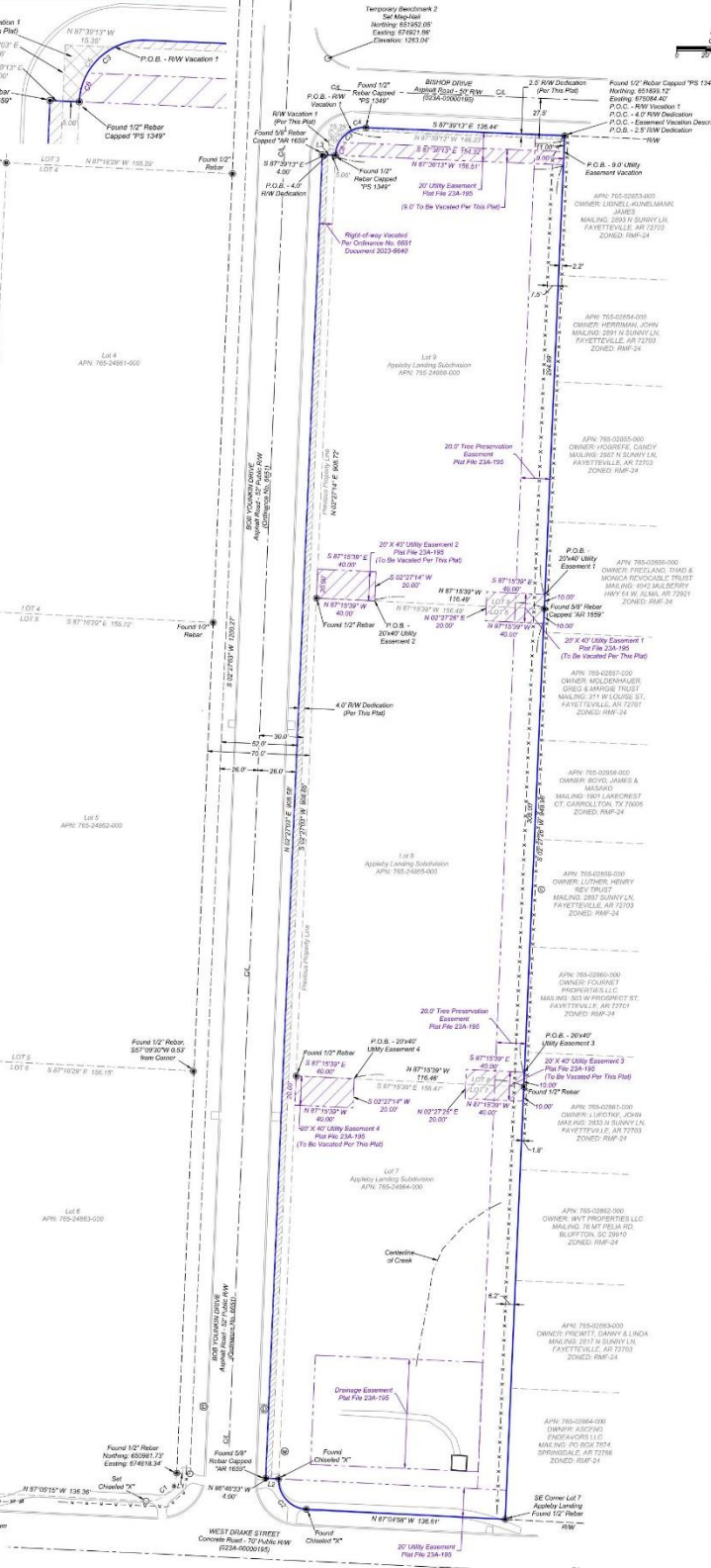
DATE: _____ REGISTERED LAND SURVEYOR
PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF OWNERSHIP & DEDICATION:
WE, THE UNDERSIGNED, OWNERS OF THE ONE HUNDRED PERCENT (100%)
OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY DEDICATE
FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAN FOR PUBLIC
BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF
FAYETTEVILLE, AND TO THE PUBLIC UTILITY COMPANIES INCLUDING ANY CABLE TELEVISION
COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE, THE
EASEMENTS AS SHOWN ON THIS PLAN FOR THE PURPOSE OF INSTALLATION OF NEW
FACILITIES AND THE REPAIR OR EXTENSION FACILITIES. ALSO ESTABLISHED HEREBY THE
RIGHT OF RIGHTS AND EASEMENTS TO SADO EASEMENTS, THE RIGHT TO PREPARE THE
DIRECTION OF ROADWAYS, STRUCTURES, OR FENCES WITH SADO EASEMENTS, AND
THE RIGHT TO REMOVE OR TRIM TREES WITHIN SADO EASEMENTS.

DATE: _____ OWNER

DATE: _____ OWNER

DETAIL (NOT TO SCALE)



RECORD DESCRIPTION

LOTS THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), AND NINE (9),
OF APPLIES LANDING, A SUBDIVISION TO THE CITY OF FAYETTEVILLE,
ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A, AT PAGE 195,
PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION DESCRIPTIONS

UTILITY EASEMENT VACATION

A PORTION OF LOT 1 & 2 APPLIES LANDING, A SUBDIVISION TO THE CITY OF
FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A,
AT PAGE 195, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 12' REAR CAPTION "15' 195" MARKING THE
NORTHEAST CORNER OF SADO LOT 6, THENCE SOUTH 12° 27' 30" WEST 11.00 FEET
TO THE TRUE POINT OF BEGINNING, THENCE CONTINUOUS SOUTH 12° 27' 30" WEST
8.00 FEET, THENCE NORTH 87° 30' 15" WEST 55.50 FEET TO A POINT 10' REAR
CAPTION "15' 195" THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A
RADIUS OF 20.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH
15° 00' 00" EAST 3.00 FEET, THENCE SOUTH 87° 30' 15" WEST 154.50 FEET TO THE
POINT OF BEGINNING, CONTAINING 1,400 SQUARE FEET OR 0.032 ACRES, MORE OR
LESS.

UTILITY EASEMENT VACATION

A PORTION OF LOT 1 & 2 APPLIES LANDING, A SUBDIVISION TO THE CITY OF
FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A,
AT PAGE 195, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 12' REAR CAPTION "15' 195" MARKING THE
NORTHEAST CORNER OF SADO LOT 6, THENCE SOUTH 12° 27' 30" WEST 58.99 FEET
TO THE TRUE POINT OF BEGINNING, THENCE CONTINUOUS SOUTH 12° 27' 30" WEST
30.00 FEET, THENCE NORTH 87° 30' 15" WEST 46.00 FEET, THENCE NORTH 12° 27' 30" WEST
20.00 FEET TO A POINT 12' REAR CAPTION "15' 195" THENCE ALONG THE ARC OF A CURVE TO THE
RIGHT WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH
15° 00' 00" EAST 3.00 FEET, THENCE SOUTH 87° 30' 15" WEST 154.50 FEET TO THE
POINT OF BEGINNING, CONTAINING 800 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

UTILITY EASEMENT VACATION

A PORTION OF LOT 1 & 2 APPLIES LANDING, A SUBDIVISION TO THE CITY OF
FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A,
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A PORTION OF LOT 1 & 2 APPLIES LANDING, A SUBDIVISION TO THE CITY OF
FAYETTEVILLE, AR



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Missy Cole, Human Resources Director
SUBJECT: **Acceptance of the Non-uniformed Staff Pay and Benefits Study and Approval of Proposed 2024 Non-uniformed Staff Pay Plan Structure**

RECOMMENDATION:

Staff recommends the City Council approve the proposed 2024 Non-uniformed Staff Pay Plan Structure which is recommended by JER HR, the City's compensation consultant, as a result of the Non-uniformed Staff Pay and Benefits Study.

BACKGROUND:

On February 6, 2018, the City Council approved guidelines for future compensation studies. These guidelines defined the data sources, survey frequency and types of employee benefits to be evaluated. The City of Fayetteville currently conducts annual compensation and benefits studies, alternating between the City's two pay plans: Non-uniformed Staff Pay Plan and Uniformed Step Pay Plans.

DISCUSSION:

The JER HR 2024 Non-uniformed Staff Pay and Benefits Study Report follows this staff memo. The Report provides a summary of the study and recommendations from JER HR. The study recommendations from JER HR are:

- Adoption of the 2024 Proposed Non-uniformed Staff Pay Plan Structure
- Budget 6.34% for the 2024 non-uniformed staff pay adjustments
- Continuation of current competitive employee benefits for non-uniformed staff personnel to meet the City's Total Rewards Compensation and Benefits Philosophy – Competitive base pay to attract applicants within the City's market recruitment area and retain competent employees by leading market recruitment area with total rewards (base pay and benefit) offerings.

BUDGET/STAFF IMPACT:

A separate agenda item with Mayor Jordan's recommendation for the 2024 Employee Compensation Appropriation Authority and Non-uniformed Staff Pay Plan Structure Adjustment will be presented to City Council for consideration.

ATTACHMENTS: SRF (#3), 2024 Non-Uniformed Staff Pay and Benefits Study Report Cover Page (#4), 2024 Non-Uniformed Staff Pay and Benefits Study Final (#5), Appendix 1 Powerpoint Non - Uniformed Staff Survey

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

(#6), Appendix 2 2024 Non-Uniformed Staff Study Summary of Findings and Recs (#7), Appendix 3 Geographical Compensation Differential Percentage and GCD Multiplier (#8), Appendix 4 Proposed 2024 Non-uniformed Staff Pay Plan - Hourly and Salary Ranges by Pay Grade (#9), Appendix 5 Individual Pay Study Worksheets for 98 Benchmark Position Titles (#10), Appendix 6 Rolled up Pay Study Variances Analysis Worksheet for all 98 Position Titles (#11), Appendix 7 Consolidated Benefits Study Summary Worksheets (#12)

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1725

Acceptance of the Non-uniformed Staff Pay and Benefits Study and Approval of Proposed 2024 Non-uniformed Staff Pay Plan Structure

A RESOLUTION TO APPROVE THE JER HR GROUP, LLC'S NON-UNIFORM STAFF PAY AND BENEFITS STUDY, TO APPROVE THE 2024 NON-UNIFORMED STAFF PAY PLAN STRUCTURE, AND TO APPROVE THE 6.34% BUDGET FOR THE PAY PLAN

WHEREAS, the City of Fayetteville has employed JER HR Group, LLC to conduct annual compensation and benefit studies, alternating between the City's two pay plans: Non-uniformed (Merit) Staff Pay Plan and Uniformed Step Pay Plans; and

WHEREAS, the City's compensation consultant, JER HR Group, LLC conducted the 2024 Non-uniformed (Merit) Staff Pay and Benefits Study and presented this study to the Fayetteville City Council; and

WHEREAS, staff recommends the City Council approve the proposed 2024 Non-uniformed Staff Pay Plan Structure which is recommended by JER HR Group, LLC in compliance with the City's Total Rewards Compensation and Benefits Philosophy.

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 2024 Non-Uniformed Staff Pay Plan Structure increasing compensation for eligible Non-uniformed staff by 6.34%, copies of which are attached to this Resolution.

City of Fayetteville Staff Review Form

2024-1725

Item ID

3/5/2024

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

Missy Cole

2/12/2024

HUMAN RESOURCES (120)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the City Council approve the 2024 proposed Non-uniformed Staff Pay Plan Structure which is recommended by JERHR, the City's compensation consulting company, as a result of the 2023 Non-uniformed Staff Pay and Benefits Study.

Budget Impact:

####.###.####-51##.##

All Funds

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 85,191,863.00

Expenses (Actual+Encum)

\$ 10,021,488.00

Available Budget

\$ 75,170,375.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 75,170,375.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE

2024 NON-UNIFORMED STAFF PAY AND BENEFITS STUDY REPORT

February 12, 2024

PRESENTED TO:

The Honorable Mayor Lioneld Jordan
Honorable Members of the City Council

PRESENTED BY:

Blair Johanson and Cliff Sandsmark
Senior Managing Consultant and Senior Compensation Consultant



COMPENSATION MANAGEMENT SERVICES
ARKANSAS OFFICE
2928 McKee Circle, Ste 123
Fayetteville, AR 72703
479.521.2697

February 12, 2024

To: The Honorable Mayor Lioneld Jordan
Honorable Members of the City Council

From: Blair Johanson, Managing Consultant
Cliff Sandsmark, Senior Consultant
JER HR Group, Inc.

Subject: 2024 Non-uniformed Staff Pay and Benefits Study Report

JER HR Group is pleased to provide this Non-uniformed Staff Pay and Benefits study report. It is based on an analysis of non-uniformed staff position classifications, actual pay and pay range comparisons with competing municipalities in the City's primary labor market (Bentonville, Rogers, and Springdale) and two benchmark cities (Jonesboro, AR and Lawrence, KS) located outside the Northwest Arkansas region. In addition, with City Council direction, we included pay and pay range comparisons with public and private organizations' data from published pay studies inclusive of the 2023 NOARK Wage and Benefits survey, DOL-BLS survey for the NWA Metro area, Compdata and CompAnalyst. This memo narrative summarizes the 2024 Non-uniformed Staff Pay and Benefits Study findings and recommendations.

City Council Directives for Biennial Non-uniformed and Civil Service Pay and Benefits Studies

- Total Rewards: Compensation & Benefits Philosophy – Competitive base pay to attract applicants within the City's market recruitment area and retain competent employees by leading market recruitment area with total rewards (base pay and benefit) offerings
- Study Data Sources include Market Area Cities (Bentonville, Rogers, Springdale, Jonesboro and Lawrence, KS) and published compensation and benefits studies: 2023 NOARK Wage and Benefits survey, DOL-BLS survey for the NWA Metro area, Compdata and CompAnalyst
- Evaluation of Employee Benefit Options – Five major prevalent benefits: Retirement, Medical/Dental, Time Off, Shift/On-Call Pay, and Tuition Reimbursement
- Frequency of surveys – Every other year (Civil Service-odd years and non-uniformed-even years)
- Financially sustainable structures for step & non-uniformed pay plans
- Apples to apples comparison on step and non-uniformed range mins and maxes

DISCUSSION OF THE NON-UNIFORMED STAFF PAY PLAN STRUCTURE

The non-uniformed staff pay grade structure was established and implemented on March 27, 2017, with the most recent revision on April 4, 2022. The 2024 non-uniformed staff pay study is based on 98 benchmark positions that were recommended by the members of the City's executive

leadership team. The selected benchmark positions represent a cross-section among the City's non-uniformed staff pay plan grades. The study included average hourly pay rates and average hourly pay range minimums, midpoints, and maximums by each benchmarked job title. In addition, average pay range spreads by job title were studied.

Actual Average Hourly Pay by Job Title

As part of the market compensation study, JER HR Group asked the market study municipalities to provide average hourly pay rates by job title. JER HR Group obtained the same information from the published pay studies as requested for the non-uniformed staff pay study. The Fayetteville non-uniformed staff employees' average pay for the 98 benchmark positions is above the market pay average by 0.80%. The study summary of actual pay variance appears in Appendix 2 and the detailed market pay study worksheets for each of the 98 individual benchmark job titles are in Appendix 5.

Pay Range Comparisons by Job Title

In addition to average hourly pay, the market study municipalities submitted average hourly pay range minimums, midpoints, and maximums for the 98 benchmarked positions. The Fayetteville non-uniformed staff employees' pay grade range minimums, midpoints, and maximums for the 98 benchmark positions are below the market pay range averages by -2.21%, -6.34% and -3.83% respectively. The study summary of pay range minimum, midpoint and maximum variance percentages appears in Appendix 2, and the detailed market study pay range worksheets for each of the 98 individual benchmark job titles are in Appendix 5. It is our recommendation that the City increase its current non-uniformed staff pay plan structure by 6.34%. With this proposed market pay adjustment, the City's non-uniformed staff pay plan structure will maintain its market competitiveness until the next review in 2026.

Market Pay Study for Employee Pay Increases for 2024

The City of Fayetteville budgeted 5% in 2022 and 6% in 2023 of its current annual base wages for non-uniformed staff pay adjustments. This has been a non-uniformed staff competitive pay positioning and retention tool for the City of Fayetteville. A market pay study for employee pay increases for 2024 is a one-page summary document found in Appendix 2. A recommendation for a budgeted 6.34% for 2024 non-uniformed staff pay increases is based on the findings summarized in Appendix 5 document.

DISCUSSION OF THE EXTERNAL PREVALENT MARKET BENEFITS STUDY

Retirement Plan

The City of Fayetteville has adopted and continues to offer a 401(a)-457 retirement plan for its non-uniformed staff employees. The City contributes 12% of an employee's annual base salary; and non-uniformed staff employees can contribute 3% up to the 457 annual maximum of their respective annual base salaries. This compares to the market benefit study for retirement plans where the average city employer's annual base salary percentage contribution is 9.73% and the average employee annual base salary contribution is 4.4%. The City of Fayetteville's non-

uniformed staff retirement plan annual contribution exceeds the market average by 2.27% as noted in Appendix 2.

Medical and Dental Plans

The City of Fayetteville offers several medical health insurance plan options, and the most popular plan is the High Deductible Health Plan (HDHP) with Health Savings Account contributions made by the City. The City of Fayetteville's cost share of the HDHP insurance monthly premiums and annual HSA contributions for its employees exceed the market. The City of Fayetteville offers dental and the dental insurance premiums are paid by employees. The market average cost share for dental insurance premiums is 40%. The dental premiums cost share percentage is an area for market competitiveness improvement for the City of Fayetteville. The City's HDHP with a Health Savings Account contribution creates a positive total rewards outcome for employees based on monthly employee cost share of health care insurance premiums, annual employee deductibles and out of pocket expenses as compared to market health care benefit averages as shown in Appendix 7.

The City of Fayetteville's employee wellness plan is competitive by offering flu shots, Hep B shots, well-being day, individual health coaching and wellness incentives. The five municipal cities in the non-uniformed staff benefits study offer various wellness components, but their plans are not as comprehensive as the plan offerings provided under the City's current wellness plan program.

Time Off Plans

Non-uniformed staff employees' annual time off plans inclusive of holidays, vacation days, sick days and personal days are competitive with market study averages except for annual sick day accrual. The City offers 12 annual holidays, accrual for 10 to 26 annual vacation days, accrual for 12 annual sick days and 2 personal days. The market average for accrued annual sick days is 14.8 days. Market study averages for time off plans are displayed on page 2 of Appendix 2.

Tuition Reimbursement Plans

Only one of the five market study municipalities offers a tuition reimbursement plan. The City of Bentonville offers a tuition reimbursement plan with an annual maximum benefit of \$1,500. If the City of Fayetteville decides to offer a tuition reimbursement plan in the near future, it is our recommendation to include an annual maximum benefit level as offered in the City of Bentonville's plan.

Shift/On-Call Pay

The non-uniformed staff pay study included questions about shift differential pay and on-call pay. The five market study municipalities do not offer shift differential pay for non-uniformed staff positions based on their survey responses. The 2023 NOARK study with a higher weighting of manufacturing companies has a mode shift differential of \$1.25 per hour. The market average for On-Call pay is \$15 as compared to \$20.15 per day for the City of Fayetteville.

RECOMMENDATIONS FOR THE NON-UNIFORMED STAFF PAY AND BENEFITS STUDY

- Adoption of the 2024 Proposed Non-uniformed Staff Pay Plan Structure
- Budget 6.34% for the 2024 non-uniformed staff pay adjustments
- Continuation of current competitive employee benefits for non-uniformed staff personnel to meet the City's Total Rewards Compensation and Benefits Philosophy – Competitive base pay to attract applicants within the City's market recruitment area and retain competent employees by leading market recruitment area with total rewards (base pay and benefit) offerings.

List of Appendices:

2024 Non-uniformed Staff Pay and Benefits Study Report Cover Page

Appendix 1: PowerPoint Non-uniformed Staff Survey 2024

Appendix 2: Pay and Benefits Study Summary of Findings and Recommendations

Appendix 3: Geographical Compensation Differential Percentage and GCD Multiplier

Appendix 4: Proposed 2024 Non-uniformed Staff Pay Plan – Hourly and Salary Ranges by Pay Grade

Appendix 5: Individual Pay Study Worksheets for 98 Benchmark Position Titles

Appendix 6: Rolled up Pay Study Variances Analysis Worksheet for All 98 Position Titles

Appendix 7: Consolidated Benefits Study Summary Worksheets

JER HR Group would be pleased to answer any questions you have concerning this report and the recommendations for the 2024 Non-uniformed Staff Pay and Benefits Study. It has been a pleasure working with the City's Human Resources team, Administration, Chiefs and Department Directors on the 2024 Non-uniformed Staff Pay and Benefits Study.

Sincerely,



Blair Johanson
Managing Consultant
JER HR Group, Inc.
Phone: 479-521-2697
www.jerhrgroup.com



CITY OF
FAYETTEVILLE
ARKANSAS



2024 Non-uniformed Positions Base Pay and Benefits Study

2024



City Council Agenda Session

2024 Base Pay and Benefits Study

Non-uniformed Staff Positions

City Council – Future Pay and Benefits Studies

- ***Total Rewards: Comp. & Benefits Philosophy***
 - *Competitive base pay to attract applicants within the City's market recruitment area*
 - *Retain competent employees by leading market recruitment area with total rewards (base pay and benefit) offerings*
- ***Study Market Area: Bentonville, Rogers, Springdale, Jonesboro and Lawrence; NOARK Study, DOL, Compdata & CompAnalyst***
- ***Evaluation of Employee Benefit Options – 5 major benefits***
 - *Retirement Plan, Medical/Dental, Time Off Plans, Shift/On-call Pay and Education Reimbursement Plans*
- ***Frequency of surveys – Every other year, alternate Uniformed and Non-uniformed***
- ***Financially sustainable structures for step & Non-uniformed pay plans***
- ***Apples to apples on step and Non-uniformed range mins and maxes***

2024 Base Pay and Benefits Study

Non-uniformed Staff Positions

Total Rewards: Base Pay Study Results

	Market Actual Pay Avg.	Market Average Pay Range Minimum	Market Average Pay Range Midpoint	Market Average Pay Range Maximum
Overall	0.80%	-2.21%	-6.34%	-3.90%

Base pay study overall variance averages are based on 98 benchmark positions.

2024 Base Pay and Benefits Study Non-uniformed Staff Positions Base Pay Plan Study Recommendation

Current Non-uniformed Positions Pay Structure since 4-4-2022

**Proposed Non-uniformed Positions Pay Structure Adjustment for 2024:
6.34%**

**Market Pay Structure Midpoint Variance Based on the Non-uniformed Staff
Positions Study of 98 Benchmarked Positions**

PROPOSED NON-UNIFORMED STAFF PAY PLAN EFFECTIVE DATE 4/1/2024

Annualized amounts are based on hourly rates.

GRADE/DESC		HOURS	HOURLY RATE			ANNUALIZED		
			MIN	MARKET	MAX	MIN	MARKET	MAX
MERIT EMPLOYEES								
J410	T1	2080	\$14.74	\$17.76	\$22.02	\$30,659.20	\$36,940.80	\$45,801.60
J411	T1	2080	\$16.17	\$19.48	\$24.16	\$33,633.60	\$40,518.40	\$50,252.80
J412	T1	2080	\$16.71	\$20.13	\$24.96	\$34,756.80	\$41,870.40	\$51,916.80
J413	T1	2080	\$17.79	\$21.43	\$26.57	\$37,003.20	\$44,574.40	\$55,265.60
J414	T1	2080	\$18.84	\$22.70	\$28.15	\$39,187.20	\$47,216.00	\$58,552.00
J415	T1	2080	\$19.92	\$24.00	\$29.76	\$41,433.60	\$49,920.00	\$61,900.80
J416	T1	2080	\$20.99	\$25.29	\$31.36	\$43,659.20	\$52,603.20	\$65,228.80
J417	T1	2080	\$22.05	\$26.57	\$32.95	\$45,864.00	\$55,265.60	\$68,536.00
J418	T1	2080	\$23.12	\$27.86	\$34.55	\$48,089.60	\$57,948.80	\$71,864.00
J419	T1	2080	\$24.19	\$29.15	\$36.15	\$50,315.20	\$60,632.00	\$75,192.00
J420	T1	2080	\$25.27	\$30.45	\$37.76	\$52,561.60	\$63,336.00	\$78,540.80
J421	T2	2080	\$25.31	\$30.49	\$37.81	\$52,644.80	\$63,419.20	\$78,644.80
J422	T2	2080	\$26.27	\$31.65	\$39.25	\$54,641.60	\$65,832.00	\$81,640.00
J423	T2	2080	\$27.28	\$32.87	\$40.76	\$56,742.40	\$68,369.60	\$84,780.80
J424	T2	2080	\$28.83	\$34.73	\$43.07	\$59,966.40	\$72,238.40	\$89,585.60
J425	T2	2080	\$30.87	\$37.19	\$46.12	\$64,209.60	\$77,355.20	\$95,929.60
J426	T2	2080	\$32.91	\$39.65	\$49.17	\$68,452.80	\$82,472.00	\$102,273.60
J427	T2	2080	\$34.95	\$42.11	\$52.22	\$72,696.00	\$87,588.80	\$108,617.60
J428	T2	2080	\$37.00	\$44.58	\$55.28	\$76,960.00	\$92,726.40	\$114,982.40
J429	T2	2080	\$39.03	\$47.03	\$58.32	\$81,182.40	\$97,822.40	\$121,305.60
J430	T2	2080	\$41.09	\$49.50	\$61.38	\$85,467.20	\$102,960.00	\$127,670.40
J431	T3	2080	\$40.89	\$49.26	\$61.08	\$85,051.20	\$102,460.80	\$127,046.40
J432	T3	2080	\$43.07	\$51.89	\$64.34	\$89,585.60	\$107,931.20	\$133,827.20
J433	T3	2080	\$45.26	\$54.53	\$67.62	\$94,140.80	\$113,422.40	\$140,649.60
J434	T3	2080	\$47.46	\$57.18	\$70.90	\$98,716.80	\$118,934.40	\$147,472.00
J435	T3	2080	\$49.64	\$59.81	\$74.16	\$103,251.20	\$124,404.80	\$154,252.80
J436	T3	2080	\$51.83	\$62.45	\$77.44	\$107,806.40	\$129,896.00	\$161,075.20
J437	T3	2080	\$54.02	\$65.09	\$80.71	\$112,361.60	\$135,387.20	\$167,876.80
J438	T3	2080	\$56.22	\$67.73	\$83.99	\$116,937.60	\$140,878.40	\$174,699.20
J439	T3	2080	\$58.41	\$70.37	\$87.26	\$121,492.80	\$146,369.60	\$181,500.80
J440	T3	2080	\$60.61	\$73.02	\$90.54	\$126,068.80	\$151,881.60	\$188,323.20
J441	T3	2080	\$62.80	\$75.66	\$93.82	\$130,624.00	\$157,372.80	\$195,145.60
J442	T3	2080	\$64.99	\$78.30	\$97.09	\$135,179.20	\$162,864.00	\$201,947.20
J443	T3	2080	\$67.76	\$81.64	\$101.23	\$140,940.80	\$169,811.20	\$210,558.40

2024 Base Pay and Benefits Study Non-uniformed Staff Positions Market Employee Pay Adjustments for 2024

Bentonville: 3.0% Non-uniformed

Rogers: 3.5% COLA and 1% Non-uniformed

Springdale: Pay Step Plan Adjustment of 5.22% for 2024 and an average 2.56% Step

Jonesboro: 4% COLA and a 2% Step

Lawrence: 2.5% COLA and a 5% Step

NW Arkansas – Public and Private Organizations: 3.5% to 4.5%

Recommendation for 2024 Non-uniformed Staff Budget Pool: 6.34%

2024 Base Pay and Benefits Study

Evaluation of Employee Benefits

Top Five Prevalent Benefits – Non-uniformed Staff

- ***Retirement plans***
- ***Medical/Dental plans***
- ***Time off plans***
- ***Shift/On-call pay***
- ***Education reimbursement plans***

2024 Base Pay and Benefits Study

Evaluation of Employee Benefits

Retirement Plan – Non-uniformed Staff

Market Study Employer Average Match	Market Study Employee Average Contribution	Fayetteville Employer Match	Fayetteville Employee Contribution
9.73%	4.4%	12%	3% up to 457 Annual Max.

2024 Base Pay and Benefits Study

Evaluation of Employee Benefits

Medical/Dental Plans

Non-uniformed Staff **Positions - FYV**

Majority HDHP Plan

- ***EE Cost Share: 14-15%***
- ***Monthly Prem. \$64-\$204***
- ***OOP-HSA: Ind. \$2,150***
- ***OOP-HSA: Fam. \$4,120***

Dental Plan

- ***EE Cost Share: 100%***
- ***Monthly Prem. \$30-\$108***

Market Medical/Dental

PPO & HDHP Plans - One HRA

- ***EE Cost Share: Avg. 16-23%***
- ***Monthly Prem. \$72-\$272***
- ***OOP: Ind. \$3,405***
- ***OOP: Fam: \$7,725***

Dental Plan

- ***EE Cost Share: 40%***
- ***Monthly Prem. \$0-\$105***

2024 Base Pay and Benefits Study

Evaluation of Employee Benefits

Time Off Plans – Non-uniformed Staff Positions

	Market Annual Accrued or Offered Days	Fayetteville - Days
Holidays	11.3	12
Vacation Days	10.2 – 22.7	10 - 26
Sick Days	14.8	12
Personal Days	1	2

2024 Base Pay and Benefits Study

Evaluation of Employee Benefits

Shift/On-call Pay

- *Shift pay is rarely offered for Non-uniformed positions by the market study municipalities.*
- *Shift pay mode is \$1.25 per hour for mostly manufacturing positions based the 2023 NOARK Wage Study.*
- *On-call pay averages \$15 per day based on the market study as compared to \$20.15 per day for the City of Fayetteville.*

2024 Base Pay and Benefits Study Evaluation of Employee Benefits Tuition Reimbursement Plans

- ***Bentonville is the only city in the surveyed municipalities to offer a tuition reimbursement plan. The plan offers \$1,500 maximum reimbursement per year with a passing grade of a “B” or better.***
- ***71% of the NOARK surveyed organization-company participants in the 2023 wage and benefits study offer tuition reimbursement plans.***

2024 Base Pay and Benefits Study

Non-uniformed Staff Positions

Recommendations

- *Increase current Non-uniformed Staff pay plan structure by 6.34% to meet the City's competitive base pay compensation philosophy and to maintain momentum from compression adjustments that occurred in 2023.*
- *Continue to retain competent employees by leading the market recruitment area with total rewards (base pay and benefits) offerings.*

City of Fayetteville

Non-uniformed Staff Pay and Benefits Study 2024

Pay and Benefits Study Summary of Findings and Recommendations

February 2024

The market pay study overall variances for actual pay and pay range minimums, midpoints, and maximums based on 98 benchmark positions are noted below.

	Market Actual Pay Avg.	Market Average Pay Range Min.	Market Average Pay Range Mid.	Market Average Pay Range Max.
Overall	0.80%	-2.21%	-6.34%	-3.83%

Current Non-uniformed Positions Pay Structure based on 2022 survey data.

Pay structure adjustment based on current pay structure grade midpoint values for 98 benchmark positions compared to market average pay range midpoints.

Non-uniformed Staff Positions Pay Structure Adjustment for 2024 Pay Plan: 6.34%

Market Pay Study Employee Pay Increases for 2024

Bentonville: 3.0% Non-uniformed

Rogers: 3.5% COLA and 1% Non-uniformed

Springdale: Pay Step Plan Adjustment of 5.22% for 2024 and an average 2.56% Step

Jonesboro: 4% COLA and a 2% Step

Lawrence: 2.5% COLA and a 5% Step

NW Arkansas – Public and Private Organizations: 3.5% to 4.5%

Recommendation for 2024 Non-uniformed Staff Pay Adjustments: 6.34%

Benefits Study Results

Retirement Plans

Market Study Employer Average Match	Market Study Employee Average Contribution	Fayetteville Employer Match	Fayetteville Employee Contribution
9.73%	4.4%	12%	3% up to 457 Annual Max.

Employee Medical Premium Expense Comparison

	Market Avg.	FYV HDHP	Variance
Employee Only	16%	14%	
	\$72/Mo.	\$64/Mo.	\$8/Mo.
Employee & Spouse	21%	15%	
	\$167/Mo.	\$146/Mo.	\$21/Mo.
Employee & Child(ren)	20%	15%	
	\$144/Mo.	\$110/Mo.	\$34/Mo.
Employee & Family	23%	15%	
	\$272/Mo.	\$204/Mo.	\$68/Mo.

Employee Deductible and Out of Pocket Expense Comparison

	Market OOP – HSA\$	OOP-HSA\$	Variance
Individual	\$3,405	\$2,150	\$1,255
Family	\$7,725	\$4,120	\$3,605

Time-off Plans

	Market Annual Accrued or Offered Days	Fayetteville - Days
Holidays	11.3	12
Vacation Days	10.2 – 22.7	10 - 26
Sick Days	14.8	12
Personal Days	1	2/yr.

Wellness Plans

The City's wellness plan is competitive with market study offerings.

Tuition Reimbursement

Bentonville: \$1,500 maximum per year - Other study cities do not offer tuition reimbursement plans.

Shift/On Call Pay

Only NOARK Study information on Shift Pay: Mode of \$1.25 per hour.

On Call Pay: \$15/day for market pay study cities and \$20.15/day for City of Fayetteville.

2023 Geographical Salary Comparison Administrative Assistant - Average Fayetteville Salary = \$40,243									
	CompAnalyst	DOL AR & DOL KS	Salary.com	Glassdoor / Indeed	ERI	Nerd Wallet	Overall Average	Geographic Compensation Differential	GCD Multiplier
Fayetteville	\$39,500	\$39,460	\$41,202	\$38,002	\$43,292	\$40,000	\$40,243	1.00	1.00
Bentonville	\$39,500	\$39,460	\$41,202	\$38,002	\$43,292	\$40,000	\$40,243	1.00	1.00
Rogers	\$39,500	\$39,460	\$41,202	\$38,002	\$43,292	\$40,000	\$40,243	1.00	1.00
Springdale	\$39,500	\$39,460	\$41,202	\$38,002	\$43,292	\$40,000	\$40,243	1.00	1.00
Jonesboro	\$39,400	\$36,425	\$41,715	\$37,530	\$41,918	\$39,598	\$39,431	0.98	1.02
Lawrence	\$41,500	\$40,362	\$42,721	\$43,201	\$44,591	\$41,478	\$42,309	1.05	0.95

COMBINED PAY PLAN GRIDS**PROPOSED NON-UNIFORMED STAFF PAY PLAN EFFECTIVE DATE 4/1/2024**

Annualized amounts are based on hourly rates.

GRADE/DESC			HOURLY RATE			ANNUALIZED		
			MIN	MARKET	MAX	MIN	MARKET	MAX
MERIT EMPLOYEES								
J410	T1	2080	\$14.74	\$17.76	\$22.02	\$30,659.20	\$36,940.80	\$45,801.60
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J433	T3	2080	\$45.26	\$54.53	\$67.62	\$94,140.80	\$113,422.40	\$140,649.60
J434	T3	2080	\$47.46	\$57.18	\$70.90	\$98,716.80	\$118,934.40	\$147,472.00
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J436	T3	2080	\$51.83	\$62.45	\$77.44	\$107,806.40	\$129,896.00	\$161,075.20
J437	T3	2080	\$54.02	\$65.09	\$80.71	\$112,361.60	\$135,387.20	\$167,876.80
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J439	T3	2080	\$58.41	\$70.37	\$87.26	\$121,492.80	\$146,369.60	\$181,500.80
J440	T3	2080	\$60.61	\$73.02	\$90.54	\$126,068.80	\$151,881.60	\$188,323.20
J441	T3	2080	\$62.80	\$75.66	\$93.82	\$130,624.00	\$157,372.80	\$195,145.60
J442	T3	2080	\$64.99	\$78.30	\$97.09	\$135,179.20	\$162,864.00	\$201,947.20
J443	T3	2080	\$67.76	\$81.64	\$101.23	\$140,940.80	\$169,811.20	\$210,558.40

Index Tab		1 - ACCOUNTING CLERK - PAYABLES								
Job Description and Qualifications:										
Perform all aspects of accounts payable. Process purchase order and P-card payments, print checks, balance accounts, maintain A/P files and vendor accounts and manage 1099's.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Accounting (320)				
Certificates & Licenses										
Notary										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$22.15	\$17.20	\$21.50	\$25.80	\$22.15	\$17.20	\$21.50	\$25.80	0.50%
City of Jonesboro, AR	Match	\$23.90	\$17.36	\$21.70	\$27.10	\$24.38	\$17.71	\$22.13	\$27.64	0.56%
City of Lawrence, KS	Match	\$22.18	\$18.75	\$23.93	\$27.73	\$21.07	\$17.81	\$22.73	\$26.34	0.48%
City of Rogers, AR	Match	\$20.44	\$17.86	\$22.33	\$27.91	\$20.44	\$17.86	\$22.33	\$27.91	0.56%
City of Springdale, AR	Match	\$25.64	\$17.84	\$22.30	\$26.76	\$25.64	\$17.84	\$22.30	\$26.76	0.50%
DOL - BLS - NWA	Match	\$21.86	\$17.88	\$22.35	\$26.82	\$21.86	\$17.88	\$22.35	\$26.82	0.50%
NOARK 2023	Match	\$22.22	\$18.88	\$23.60	\$28.32	\$22.22	\$18.88	\$23.60	\$28.32	0.50%
Averages	Match	\$22.63	\$17.97	\$22.53	\$27.21	\$22.54	\$17.88	\$22.42	\$27.09	0.51%
City of Fayetteville, AR	Match					\$22.08	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-0.46	\$0.85	\$0.15	\$0.90
						% Difference	-2.08%	4.54%	0.66%	3.22%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	2 - ACCOUNTING DIRECTOR									
Job Description and Qualifications:										
Responsible for providing management, coordination and supervision of accounting, payroll, pension, investing and debt activities of the City. Responsible for producing the comprehensive annual financial report and overseeing the external audit.										
Education						FLSA				
B.S./B.A Degree in Accounting or Business Administration						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
3 years						Accounting (320)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$42.82	\$36.40	\$49.19	\$61.98	\$42.82	\$36.40	\$49.19	\$61.98	0.70%
City of Jonesboro, AR	Match	\$46.42	\$38.68	\$48.35	\$60.37	\$47.35	\$39.45	\$49.32	\$61.58	0.56%
City of Lawrence, KS	Match	\$59.13	\$50.21	\$61.04	\$74.23	\$56.17	\$47.70	\$57.99	\$70.52	0.48%
City of Rogers, AR	Match	\$52.12	\$41.51	\$51.88	\$64.85	\$52.12	\$41.51	\$51.88	\$64.85	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$53.78	\$42.57	\$53.21	\$63.85	\$53.78	\$42.57	\$53.21	\$63.85	0.50%
Compdata	Match	\$52.16	\$41.26	\$51.58	\$61.90	\$52.16	\$41.26	\$51.58	\$61.90	0.50%
DOL - BLS - NWA	Match	\$60.39	\$47.54	\$59.42	\$71.30	\$60.39	\$47.54	\$59.42	\$71.30	0.50%
NOARK 2023	Match	\$54.57	\$44.02	\$55.03	\$66.04	\$54.57	\$44.02	\$55.03	\$66.04	0.50%
Averages	Match	\$52.67	\$42.77	\$53.71	\$65.56	\$52.42	\$42.56	\$53.45	\$65.25	0.53%
City of Fayetteville, AR	Match					\$51.88	\$42.56	\$51.28	\$63.59	0.49%
						\$ Difference	\$-0.54	\$0.00	\$-2.17	\$-1.66
						% Difference	-1.04%		-4.23%	-2.61%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		3 - ACCOUNTING MANAGER - PAYROLL AND PENSION								
Job Description and Qualifications:										
Oversee payroll, accounts receivable and travel and training. Responsible for electronic timekeeping system maintenance and update requirements.										
Education						FLSA				
B.S./B.A Degree in Accounting or Finance						Exempt				
Related Experience						Supervisory Position				
4 years						Supervisory				
Management Experience						Department				
2 years						Accounting (320)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$38.20	\$30.12	\$40.70	\$51.28	\$38.20	\$30.12	\$40.70	\$51.28	0.70%
City of Jonesboro, AR	Match	\$31.80	\$26.50	\$33.13	\$41.36	\$32.44	\$27.03	\$33.79	\$42.19	0.56%
City of Lawrence, KS	Match	\$48.80	\$39.32	\$47.80	\$58.14	\$46.36	\$37.35	\$45.41	\$55.23	0.48%
City of Rogers, AR	Match	\$41.70	\$34.79	\$43.23	\$54.04	\$41.70	\$34.79	\$43.23	\$54.04	0.55%
City of Springdale, AR	Less	\$28.95	\$20.59	\$25.73	\$30.88	\$28.95	\$20.59	\$25.73	\$30.88	0.50%
CompAnalyst	Match	\$45.71	\$36.18	\$45.23	\$54.28	\$45.71	\$36.18	\$45.23	\$54.28	0.50%
Compdata	Match	\$44.34	\$35.07	\$43.84	\$52.61	\$44.34	\$35.07	\$43.84	\$52.61	0.50%
DOL - BLS - NWA	Match	\$48.31	\$38.98	\$48.72	\$58.46	\$48.31	\$38.98	\$48.72	\$58.46	0.50%
NOARK 2023	Match	\$44.75	\$36.90	\$46.12	\$55.34	\$44.75	\$36.90	\$46.12	\$55.34	0.50%
Averages	Match	\$41.40	\$33.16	\$41.61	\$50.71	\$41.20	\$33.00	\$41.42	\$50.48	0.53%
City of Fayetteville, AR	Match					\$42.07	\$34.79	\$41.92	\$51.98	0.49%
						\$ Difference	\$0.87	\$1.79	\$0.50	\$1.50
						% Difference	2.07%	5.15%	1.19%	2.89%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	4 - AIRPORT MAINTENANCE WORKER III									
Job Description and Qualifications:										
Provide customer service to airport tenants. Successfully communicate with vendors regarding airport maintenance. Accurately complete work orders for various maintenance needs. Perform maintenance of lights on and off field. Perform electrical, plumbing, janitorial, metal fabrication, HVAC, landscaping and building duties as assigned. Operate heavy equipment and serve as technician for both automotive and heavy equipment. Perform daily runway check on lights.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
						Airport (95)				
Certificates & Licenses										
Must possess a valid driver's license										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$20.77	\$14.91	\$18.67	\$22.43	\$20.77	\$14.91	\$18.67	\$22.43	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$25.83	\$21.25	\$25.83	\$31.42	\$24.54	\$20.19	\$24.54	\$29.85	0.48%
City of Rogers, AR	Match	\$21.22	\$17.86	\$22.33	\$27.91	\$21.22	\$17.86	\$22.33	\$27.91	0.56%
City of Springdale, AR	Match	\$18.39	\$15.09	\$18.87	\$22.64	\$18.39	\$15.09	\$18.87	\$22.64	0.50%
DOL - BLS - NWA	Match	\$21.35	\$16.58	\$20.73	\$24.88	\$21.35	\$16.58	\$20.73	\$24.88	0.50%
NOARK 2023	Match	\$21.04	\$16.68	\$20.85	\$25.02	\$21.04	\$16.68	\$20.85	\$25.02	0.50%
Averages	Match	\$21.43	\$17.06	\$21.21	\$25.72	\$21.22	\$16.88	\$21.00	\$25.45	0.51%
City of Fayetteville, AR	Match					\$23.47	\$15.71	\$18.93	\$23.47	0.49%
						\$ Difference	\$2.25	\$-1.17	\$-2.07	\$-1.98
						% Difference	9.59%	-7.45%	-10.94%	-8.44%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	5 - ANIMAL SERVICES OFFICER									
Job Description and Qualifications:										
Enforce state and local laws pertaining to animals. Issue citations to violators and effectively manage difficult situations. Investigate animal cruelty and bite cases. Prepare investigative reports.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
6-12 months of animal handling experience						Non-Supervisory				
Management Experience						Department				
						Animal Services (330)				
Certificates & Licenses										
Animal Cruelty Investigations Euthanasia, Chemical Capture and Bite Stick										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$17.45	\$16.08	\$20.10	\$24.12	\$17.45	\$16.08	\$20.10	\$24.12	0.50%
City of Jonesboro, AR	Match	\$17.99	\$16.58	\$20.73	\$25.88	\$18.35	\$16.91	\$21.14	\$26.40	0.56%
City of Lawrence, KS	Match	\$24.55	\$18.75	\$23.93	\$27.73	\$23.32	\$17.81	\$22.73	\$26.34	0.48%
City of Rogers, AR	Match	\$17.94	\$16.71	\$20.89	\$26.11	\$17.94	\$16.71	\$20.89	\$26.11	0.56%
City of Springdale, AR	Match	\$15.57	\$16.01	\$20.01	\$24.01	\$15.57	\$16.01	\$20.01	\$24.01	0.50%
DOL - BLS - NWA	Match	\$21.67	\$17.15	\$21.44	\$25.73	\$21.67	\$17.15	\$21.44	\$25.73	0.50%
NOARK 2023	Match	\$21.95	\$17.56	\$21.95	\$26.34	\$21.95	\$17.56	\$21.95	\$26.34	0.50%
Averages	Match	\$19.59	\$16.98	\$21.29	\$25.70	\$19.46	\$16.89	\$21.18	\$25.58	0.51%
City of Fayetteville, AR	Match					\$19.53	\$16.72	\$20.15	\$24.99	0.49%
						\$ Difference	\$0.07	\$-0.17	\$-1.03	\$-0.59
						% Difference	0.36%	-1.02%	-5.11%	-2.36%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	6 - ASSISTANT FIRE CHIEF									
Job Description and Qualifications:										
Oversee administrative or operational services and emergency activities of the Fire Department. Assist the Fire Chief in the development of standards and technical progression for officers and firefighters.										
Education						FLSA				
H.S. Diploma or GED						Exempt				
Related Experience						Supervisory Position				
10 years						Supervisory				
Management Experience						Department				
Battalion Chief 2 years						Fire (700)				
Certificates & Licenses										
National Incident Management System, Firefighter and EMT										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$54.61	\$40.85	\$50.74	\$60.63	\$54.61	\$40.85	\$50.74	\$60.63	0.48%
City of Jonesboro, AR	Match	\$45.66	\$41.83	\$44.38	\$48.83	\$46.57	\$42.67	\$45.27	\$49.81	0.17%
City of Lawrence, KS	Match	\$64.09	\$50.21	\$62.57	\$74.23	\$60.89	\$47.70	\$59.44	\$70.52	0.48%
City of Rogers, AR	Match	\$55.82	\$43.71	\$54.77	\$68.46	\$55.82	\$43.71	\$54.77	\$68.46	0.57%
City of Springdale, AR	Match	\$53.63	\$39.41	\$48.16	\$59.11	\$53.63	\$39.41	\$48.16	\$59.11	0.50%
CompAnalyst	Match	\$58.22	\$43.59	\$54.49	\$65.39	\$58.22	\$43.59	\$54.49	\$65.39	0.50%
Compdata	Match	\$57.65	\$42.29	\$52.86	\$63.43	\$57.65	\$42.29	\$52.86	\$63.43	0.50%
DOL - BLS - NWA	Match	\$64.02	\$46.56	\$58.20	\$69.84	\$64.02	\$46.56	\$58.20	\$69.84	0.50%
NOARK 2023										
Averages	Match	\$56.71	\$43.56	\$53.27	\$63.74	\$56.43	\$43.35	\$52.99	\$63.40	0.46%
City of Fayetteville, AR	Match					\$63.59	\$42.56	\$51.28	\$63.59	0.49%
						\$ Difference	\$7.16	\$-0.79	\$-1.71	\$0.19
						% Difference	11.26%	-1.86%	-3.33%	0.30%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	7 - ASSISTANT WATER & SEWER OPERATIONS MANAGER									
Job Description and Qualifications:										
Assists in planning rehabilitation and preventive maintenance work. Estimates job costs for manpower and materials. Prepares bid specifications for outside vendors for projects or for materials and equipment. Assists in the planning, scheduling, developing and supervising an effective installation and maintenance program for the City's water and sewer system.										
Education						FLSA				
High School Plus Specialized Schooling						Exempt				
Related Experience						Supervisory Position				
5 Years						Supervisory				
Management Experience						Department				
12-18 Months						W&S				
Certificates & Licenses										
Must possess a valid driver's license; ability to obtain a Class A CDL preferred. Must obtain a Grade IV Water distribution license and a Class III Wastewater Treatment Operator license within 2 years of hire.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$41.71	\$28.99	\$37.47	\$45.95	\$41.71	\$28.99	\$37.47	\$45.95	0.59%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$47.31	\$36.16	\$43.95	\$53.45	\$44.94	\$34.35	\$41.75	\$50.78	0.48%
City of Rogers, AR	Match	\$45.51	\$37.01	\$46.27	\$55.52	\$45.51	\$37.01	\$46.27	\$55.52	0.50%
City of Springdale, AR										
CompAnalyst	Match	\$40.79	\$32.30	\$40.38	\$48.46	\$40.79	\$32.30	\$40.38	\$48.46	0.50%
Compdata	Match	\$39.36	\$31.86	\$39.82	\$47.78	\$39.36	\$31.86	\$39.82	\$47.78	0.50%
DOL - BLS - NWA	Match	\$43.89	\$32.42	\$40.53	\$48.64	\$43.89	\$32.42	\$40.53	\$48.64	0.50%
NOARK 2023	Match	\$40.97	\$32.72	\$40.90	\$49.08	\$40.97	\$32.72	\$40.90	\$49.08	0.50%
Averages	Match	\$42.79	\$33.07	\$41.33	\$49.84	\$42.45	\$32.81	\$41.02	\$49.46	0.51%
City of Fayetteville, AR	Match					\$37.73	\$30.95	\$37.29	\$46.24	0.49%
						\$ Difference	\$-4.72	\$-1.86	\$-3.73	\$-3.22
						% Difference	-12.51%	-6.01%	-10.00%	-6.96%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	8 - AUTOMOTIVE PARTS SPECIALIST									
Job Description and Qualifications:										
Maintain the inventory of automotive parts, supplies and materials for the fleet equipment storeroom. Identify competitive vendors, compare prices for cost-effectiveness, evaluate the quality and suitability of materials and supplies and recommend an appropriate vendor.										
Education						FLSA				
High School Plus Specialized Schooling						Non-Exempt				
Related Experience						Supervisory Position				
4 Years						Non-Supervisory				
Management Experience						Department				
Not Required						Fleet				
Certificates & Licenses										
Valid Driver's License										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$22.25	\$19.75	\$24.31	\$29.17	\$22.25	\$19.75	\$24.31	\$29.17	0.48%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$23.93	\$20.01	\$25.54	\$29.58	\$22.73	\$19.01	\$24.26	\$28.10	0.48%
City of Rogers, AR	Match	\$20.99	\$19.02	\$23.77	\$29.71	\$20.99	\$19.02	\$23.77	\$29.71	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$22.04	\$19.31	\$24.14	\$28.97	\$22.04	\$19.31	\$24.14	\$28.97	0.50%
NOARK 2023	Match	\$24.68	\$19.25	\$24.06	\$28.87	\$24.68	\$19.25	\$24.06	\$28.87	0.50%
Averages	Match	\$22.78	\$19.47	\$24.36	\$29.26	\$22.54	\$19.27	\$24.11	\$28.96	0.50%
City of Fayetteville, AR	Match					\$20.92	\$19.74	\$23.78	\$29.49	0.49%
						\$ Difference	\$-1.62	\$0.47	\$-0.33	\$0.53
						% Difference	-7.74%	2.38%	-1.39%	1.80%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	9 - BACKFLOW PREVENTION TECHNICIAN									
Job Description and Qualifications:										
Review plans, permit applications, drawings, and specifications for backflow code and ordinance violations on commercial, industrial, nonprofit, residential, and fire protection to ensure proper backflow protection.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						W/S Services (160)				
Certificates & Licenses										
Arkansas Dept. of Health Backflow Testing and Repair Licenses and Certified Program Specialist in Cross Connection Control within one year.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$23.12	\$19.07	\$23.28	\$27.48	\$23.12	\$19.07	\$23.28	\$27.48	0.44%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$27.60	\$21.25	\$25.83	\$31.42	\$26.22	\$20.19	\$24.54	\$29.85	0.48%
City of Rogers, AR	Match	\$23.66	\$19.02	\$23.77	\$29.71	\$23.66	\$19.02	\$23.77	\$29.71	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$24.09	\$18.36	\$22.95	\$27.54	\$24.09	\$18.36	\$22.95	\$27.54	0.50%
NOARK 2023	Match	\$23.77	\$19.19	\$23.99	\$28.79	\$23.77	\$19.19	\$23.99	\$28.79	0.50%
Averages	Match	\$24.45	\$19.38	\$23.96	\$28.99	\$24.17	\$19.17	\$23.71	\$28.67	0.50%
City of Fayetteville, AR	Match					\$23.92	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-0.25	\$-0.44	\$-1.14	\$-0.68
						% Difference	-1.05%	-2.35%	-5.05%	-2.43%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	10 - BENEFITS & LEAVE ADMINISTRATOR									
Job Description and Qualifications:										
Day-to-day administration of health, dental, life and vision insurance. Responsible for administering short and long-term disability programs, medical and dependent care, flexible spending accounts, HSA, AD&D and supplemental insurance plans. Provides new hire orientation.										
Education						FLSA				
H.S. Diploma B.S./B.A. in HR or related field preferred						Non-Exempt				
Related Experience						Supervisory Position				
5 years and 2 years of Benefits Adm. Experience						Non-Supervisory				
Management Experience						Department				
						Human Resources (390)				
Certificates & Licenses										
PHR or SHRM - CP desirable										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$22.63	\$20.57	\$25.72	\$30.86	\$22.63	\$20.57	\$25.72	\$30.86	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$29.41	\$24.96	\$30.35	\$36.91	\$27.94	\$23.71	\$28.83	\$35.06	0.48%
City of Rogers, AR	Match	\$27.58	\$23.63	\$29.54	\$36.92	\$27.58	\$23.63	\$29.54	\$36.92	0.56%
City of Springdale, AR	Match	\$26.43	\$19.67	\$25.73	\$30.88	\$26.43	\$19.67	\$25.73	\$30.88	0.57%
DOL - BLS - NWA	Match	\$29.45	\$22.65	\$28.31	\$33.97	\$29.45	\$22.65	\$28.31	\$33.97	0.50%
NOARK 2023	Match	\$27.69	\$22.22	\$27.77	\$33.32	\$27.69	\$22.22	\$27.77	\$33.32	0.50%
Averages	Match	\$27.20	\$22.28	\$27.90	\$33.81	\$26.95	\$22.08	\$27.65	\$33.50	0.52%
City of Fayetteville, AR	Match					\$27.78	\$21.75	\$26.20	\$32.49	0.49%
						\$ Difference	\$0.83	\$-0.33	\$-1.45	\$-1.01
						% Difference	2.99%	-1.52%	-5.53%	-3.11%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		11 - BUDGET DIRECTOR								
Job Description and Qualifications:										
Provide day to day management and coordination of the Budget and Research Division. Assure development of and timely completion of the annual budget, coordinating the effort with both internal and external personnel. Oversee the preparation of an Annual Budget and Work Plan for the City.										
Education						FLSA				
Bachelor's Degree in Accounting or related field.						Exempt				
Related Experience						Supervisory Position				
6 years						Supervisory				
Management Experience						Department				
5 years						Budget (325)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$42.82	\$36.40	\$49.19	\$61.98	\$42.82	\$36.40	\$49.19	\$61.98	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$65.04	\$50.21	\$62.57	\$74.23	\$61.79	\$47.70	\$59.44	\$70.52	0.48%
City of Rogers, AR	Match	\$59.62	\$41.51	\$51.88	\$64.85	\$59.62	\$41.51	\$51.88	\$64.85	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$61.96	\$49.02	\$61.28	\$73.54	\$61.96	\$49.02	\$61.28	\$73.54	0.50%
Compdata	Match	\$60.29	\$47.70	\$59.62	\$71.54	\$60.29	\$47.70	\$59.62	\$71.54	0.50%
DOL - BLS - NWA	Match	\$64.12	\$47.54	\$59.42	\$71.30	\$64.12	\$47.54	\$59.42	\$71.30	0.50%
NOARK 2023	Match	\$58.22	\$47.12	\$58.90	\$70.68	\$58.22	\$47.12	\$58.90	\$70.68	0.50%
Averages	Match	\$58.87	\$45.64	\$57.55	\$69.73	\$58.40	\$45.28	\$57.10	\$69.20	0.53%
City of Fayetteville, AR	Match					\$63.59	\$42.56	\$51.28	\$63.59	0.49%
						\$ Difference	\$5.19	\$-2.72	\$-5.82	\$-5.61
						% Difference	8.16%	-6.39%	-11.35%	-8.82%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		12 - BUSINESS LICENSE CLERK								
Job Description and Qualifications:										
Greet and interact with citizens and city employees, assist with needs and questions either in person or over the phone. Resolve a wide variety of situations that arise, either by researching and/or answering questions personally or forwarding to appropriate person. Review and accept business license applications; review applications for completeness and accuracy; calculate and collect applicable fees; prepare and issue receipts; forward applications to appropriate staff for review.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
Not Required						Dev Svcs				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$19.10	\$16.08	\$20.10	\$25.80	\$19.10	\$16.08	\$20.10	\$25.80	0.60%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$21.12	\$18.75	\$23.93	\$27.73	\$20.06	\$17.81	\$22.73	\$26.34	0.48%
City of Rogers, AR	Match	\$20.20	\$16.71	\$20.89	\$26.11	\$20.20	\$16.71	\$20.89	\$26.11	0.56%
City of Springdale, AR	More	\$20.01	\$16.01	\$20.01	\$24.01	\$20.01	\$16.01	\$20.01	\$24.01	0.50%
DOL - BLS - NWA	Match	\$19.87	\$16.69	\$20.86	\$25.03	\$19.87	\$16.69	\$20.86	\$25.03	0.50%
NOARK 2023	Match	\$20.01	\$16.46	\$20.57	\$24.68	\$20.01	\$16.46	\$20.57	\$24.68	0.50%
Averages	Match	\$20.05	\$16.78	\$21.06	\$25.56	\$19.88	\$16.63	\$20.86	\$25.33	0.52%
City of Fayetteville, AR	Match					\$19.23	\$16.72	\$20.15	\$24.99	0.49%
						\$ Difference	\$-0.65	\$0.09	\$-0.71	\$-0.34
						% Difference	-3.38%	0.54%	-3.52%	-1.36%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	13 - BUSINESS SYSTEMS ANALYST									
Job Description and Qualifications:										
Configure, customize, implement and provide application support for city departments. Serve as a liaison between I.T. staff and users. Consults with users concerning their information needs and system requirements to maximize data entry and reporting efficiencies.										
Education						FLSA				
B.S. / B.A. Degree I.T. Degree Preferred						Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$37.94	\$26.98	\$36.46	\$45.94	\$37.94	\$26.98	\$36.46	\$45.94	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$42.68	\$35.11	\$42.68	\$51.91	\$40.55	\$33.35	\$40.55	\$49.31	0.48%
City of Rogers, AR	Match	\$37.39	\$27.67	\$34.58	\$43.23	\$37.39	\$27.67	\$34.58	\$43.23	0.56%
City of Springdale, AR	Match	\$42.56	\$28.37	\$35.46	\$42.56	\$42.56	\$28.37	\$35.46	\$42.56	0.50%
CompAnalyst	Match	\$37.79	\$29.59	\$36.99	\$44.39	\$37.79	\$29.59	\$36.99	\$44.39	0.50%
Compdata	Match	\$36.63	\$28.70	\$35.87	\$43.04	\$36.63	\$28.70	\$35.87	\$43.04	0.50%
DOL - BLS - NWA	Match	\$43.53	\$32.41	\$40.51	\$48.61	\$43.53	\$32.41	\$40.51	\$48.61	0.50%
NOARK 2023	Match	\$37.79	\$28.83	\$36.04	\$43.25	\$37.79	\$28.83	\$36.04	\$43.25	0.50%
Averages	Match	\$39.54	\$29.71	\$37.32	\$45.37	\$39.27	\$29.49	\$37.06	\$45.04	0.53%
City of Fayetteville, AR	Match					\$36.99	\$29.03	\$34.97	\$43.36	0.49%
						\$ Difference	\$-2.28	\$-0.46	\$-2.09	\$-1.68
						% Difference	-6.16%	-1.58%	-5.98%	-3.87%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		14 - CAD DRAFTER								
Job Description and Qualifications:										
Responsible for the drafting and preparation of construction plans for water/sewer, street and drainage improvements, exhibits, misc. maps and other documents as required. Prepare construction and miscellaneous drawings as required.										
Education						FLSA				
2 Years College						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
Not Required						Engr				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$26.14	\$20.57	\$25.72	\$30.86	\$26.14	\$20.57	\$25.72	\$30.86	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$32.72	\$22.69	\$27.57	\$33.54	\$31.08	\$21.56	\$26.19	\$31.86	0.48%
City of Rogers, AR	Match	\$27.24	\$20.17	\$25.21	\$31.51	\$27.24	\$20.17	\$25.21	\$31.51	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$27.78	\$21.09	\$26.36	\$31.63	\$27.78	\$21.09	\$26.36	\$31.63	0.50%
NOARK 2023	Match	\$23.94	\$19.30	\$24.13	\$28.96	\$23.94	\$19.30	\$24.13	\$28.96	0.50%
Averages	Match	\$27.56	\$20.76	\$25.80	\$31.30	\$27.24	\$20.54	\$25.52	\$30.96	0.51%
City of Fayetteville, AR	Match					\$28.85	\$20.74	\$24.99	\$30.99	0.49%
						\$ Difference	\$1.61	\$0.20	\$-0.53	\$0.03
						% Difference	5.58%	0.96%	-2.12%	0.10%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	15 - CHIEF FINANCIAL OFFICER									
Job Description and Qualifications:										
Ensure compliance with accounting and finance administrative principles, practice and policies, laws, regulations and reporting requirements pertaining to municipal finance. Create and develop long-range financial planning, provide financial forecasts and develop annual budgets.										
Education						FLSA				
Bachelor's Degree in Accounting or related field. Master's or MBA preferred						Exempt				
Related Experience						Supervisory Position				
9 years						Supervisory				
Management Experience						Department				
8 years						Mayor/Executive (500)				
Certificates & Licenses										
Preferred: CPA, CPFO, CGFM, CFA, CIA or CPM										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$60.10	\$45.82	\$61.93	\$78.03	\$60.10	\$45.82	\$61.93	\$78.03	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$69.57	\$69.75	\$86.69	\$102.86	\$66.09	\$66.26	\$82.36	\$97.72	0.47%
City of Rogers, AR	Match	\$74.52	\$57.65	\$72.07	\$90.08	\$74.52	\$57.65	\$72.07	\$90.08	0.56%
City of Springdale, AR	Match	\$49.20	\$39.36	\$49.20	\$59.04	\$49.20	\$39.36	\$49.20	\$59.04	0.50%
CompAnalyst	Match	\$81.20	\$63.01	\$78.76	\$94.51	\$81.20	\$63.01	\$78.76	\$94.51	0.50%
Compdata	Match	\$80.01	\$62.09	\$77.61	\$93.13	\$80.01	\$62.09	\$77.61	\$93.13	0.50%
DOL - BLS - NWA	Match	\$74.63	\$57.97	\$72.46	\$86.95	\$74.63	\$57.97	\$72.46	\$86.95	0.50%
NOARK 2023	Match	\$72.25	\$56.38	\$70.47	\$84.56	\$72.25	\$56.38	\$70.47	\$84.56	0.50%
Averages	Match	\$70.18	\$56.50	\$71.15	\$86.14	\$69.75	\$56.07	\$70.61	\$85.50	0.52%
City of Fayetteville, AR	Match					\$75.90	\$50.80	\$61.21	\$75.90	0.49%
						\$ Difference	\$6.15	\$-5.27	\$-9.40	\$-9.60
						% Difference	8.10%	-10.37%	-15.36%	-12.65%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	16 - CHIEF OF STAFF									
Job Description and Qualifications:										
Functions as the Chief Operating Officer for the City. Performs a variety of executive level duties to coordinate the administrative and operational activities of the Mayor. Responsible for providing executive oversight ensuring the policy directives from the Mayor and City Council are implemented.										
Education						FLSA				
B.S. / B.S. in Public or Business Administration						Exempt				
Related Experience						Supervisory Position				
5 years CEO or COO						Supervisory				
Management Experience						Department				
5 years						Mayor/Executive (501)				
Certificates & Licenses										
Mayor/Council form of government experience										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$68.31	\$42.73	\$57.71	\$72.68	\$68.31	\$42.73	\$57.71	\$72.68	0.70%
City of Jonesboro, AR	Match	\$51.35	\$45.64	\$57.06	\$71.23	\$52.38	\$46.55	\$58.20	\$72.65	0.56%
City of Lawrence, KS	Match	\$91.03	\$76.53	\$93.03	\$113.14	\$86.48	\$72.70	\$88.38	\$107.48	0.48%
City of Rogers, AR	Match	\$74.52	\$57.65	\$72.07	\$90.08	\$74.52	\$57.65	\$72.07	\$90.08	0.56%
City of Springdale, AR	More	\$72.78	\$48.52	\$60.65	\$72.78	\$72.78	\$48.52	\$60.65	\$72.78	0.50%
CompAnalyst	Match	\$83.52	\$66.16	\$82.70	\$99.24	\$83.52	\$66.16	\$82.70	\$99.24	0.50%
Compdata	Match	\$82.12	\$65.19	\$81.49	\$97.79	\$82.12	\$65.19	\$81.49	\$97.79	0.50%
DOL - BLS - NWA	Match	\$75.04	\$57.83	\$72.29	\$86.75	\$75.04	\$57.83	\$72.29	\$86.75	0.50%
NOARK 2023	Match	\$74.61	\$60.00	\$75.00	\$90.00	\$74.61	\$60.00	\$75.00	\$90.00	0.50%
Averages	Match	\$74.81	\$57.81	\$72.44	\$88.19	\$74.42	\$57.48	\$72.05	\$87.72	0.53%
City of Fayetteville, AR	Match					\$72.41	\$54.92	\$66.17	\$82.05	0.49%
						\$ Difference	\$-2.01	\$-2.56	\$-5.88	\$-5.67
						% Difference	-2.78%	-4.66%	-8.89%	-6.91%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	17 - CITY ATTORNEY									
Job Description and Qualifications:										
Advise the City Council, Mayor and Senior City Staff about the legality and constitutionality of proposed actions, ordinances and resolutions. Defend the City in litigation and prepare ordinances and resolutions.										
Education						FLSA				
Juris Doctorate						Exempt				
Related Experience						Supervisory Position				
						Supervisory				
Management Experience						Department				
						City Attorney (530)				
Certificates & Licenses										
Arkansas Law License Admission to AR Bar and practice in Federal Courts										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$83.27	\$48.96	\$66.17	\$83.37	\$83.27	\$48.96	\$66.17	\$83.37	0.70%
City of Jonesboro, AR	Match	\$55.21	\$44.17	\$55.21	\$66.25	\$56.31	\$45.05	\$56.31	\$67.58	0.50%
City of Lawrence, KS	Match	\$97.38	\$76.53	\$93.03	\$113.14	\$92.51	\$72.70	\$88.38	\$107.48	0.48%
City of Rogers, AR	Match	\$73.46	\$53.04	\$66.30	\$82.87	\$73.46	\$53.04	\$66.30	\$82.87	0.56%
City of Springdale, AR	Match	\$68.88	\$46.69	\$58.36	\$70.03	\$68.88	\$46.69	\$58.36	\$70.03	0.50%
CompAnalyst	Match	\$82.16	\$66.24	\$82.80	\$99.36	\$82.16	\$66.24	\$82.80	\$99.36	0.50%
Compdata	Match	\$80.77	\$65.27	\$81.59	\$97.91	\$80.77	\$65.27	\$81.59	\$97.91	0.50%
DOL - BLS - NWA	Match	\$77.79	\$59.12	\$73.90	\$88.68	\$77.79	\$59.12	\$73.90	\$88.68	0.50%
NOARK 2023										
Averages	Match	\$77.36	\$57.50	\$72.17	\$87.70	\$76.89	\$57.13	\$71.73	\$87.16	0.53%
City of Fayetteville, AR	Match					\$71.54	\$54.92	\$66.17	\$82.05	0.49%
						\$ Difference	\$-5.35	\$-2.21	\$-5.56	\$-5.11
						% Difference	-7.48%	-4.02%	-8.40%	-6.23%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	18 - CITY CLERK-TREASURER									
Job Description and Qualifications:										
Act as the official records custodian for the City by ensuring the safekeeping and management of the City’s records, contracts, releases, resolutions and ordinances and as the official custodian of the City seal ensuring certification of all ordinances, resolutions, contracts, and other documents. Develop and manage division budget. Responsible for the coordination of elections with various governmental agencies. Perform administrative functions for the City’s legislative workflow application. Serve on Police and Fire Pension Boards as a voting member.										
Education						FLSA				
A.A, Degree preferred						Exempt				
Related Experience						Supervisory Position				
4 years of office administration						Supervisory				
Management Experience						Department				
						City Clerk (550)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR										
City of Jonesboro, AR	Match	\$42.24	\$33.79	\$42.24	\$50.69	\$43.08	\$34.47	\$43.08	\$51.70	0.50%
City of Lawrence, KS	Match	\$47.80	\$39.32	\$50.19	\$58.14	\$45.41	\$37.35	\$47.68	\$55.23	0.48%
City of Rogers, AR	Match	\$51.45	\$39.20	\$49.00	\$61.25	\$51.45	\$39.20	\$49.00	\$61.25	0.56%
City of Springdale, AR	Match	\$52.67	\$46.69	\$58.36	\$70.03	\$52.67	\$46.69	\$58.36	\$70.03	0.50%
CompAnalyst	Match	\$62.80	\$49.26	\$61.57	\$73.88	\$62.80	\$49.26	\$61.57	\$73.88	0.50%
Compdata	Match	\$61.10	\$47.92	\$59.90	\$71.88	\$61.10	\$47.92	\$59.90	\$71.88	0.50%
DOL - BLS - NWA	Match	\$57.27	\$41.25	\$51.56	\$61.87	\$57.27	\$41.25	\$51.56	\$61.87	0.50%
NOARK 2023	Match	\$51.78	\$41.96	\$52.45	\$62.94	\$51.78	\$41.96	\$52.45	\$62.94	0.50%
Averages	Match	\$53.39	\$42.42	\$53.16	\$63.83	\$53.20	\$42.26	\$52.95	\$63.60	0.50%
City of Fayetteville, AR	Match					\$51.57	\$40.50	\$48.80	\$60.51	0.49%
						\$ Difference	\$-1.63	\$-1.76	\$-4.15	\$-3.09
						% Difference	-3.16%	-4.35%	-8.50%	-5.11%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	19 - CITY PROSECUTOR									
Job Description and Qualifications:										
Review trial docket and assign cases. Negotiate plea offers with defense bar. Oversee docket in regard to flow and trial settings. Prepare and manage cases to be tried. Try cases set in District Court and County Circuit Court.										
Education						FLSA				
Juris Doctorate						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
5 years						Prosecuting Attorney (560)				
Certificates & Licenses										
Arkansas Law License Admission to AR Bar and practice in City/County Courts										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$62.99	\$39.54	\$53.44	\$67.33	\$62.99	\$39.54	\$53.44	\$67.33	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$47.82	\$35.11	\$44.81	\$51.91	\$45.43	\$33.35	\$42.57	\$49.31	0.48%
City of Rogers, AR	Match	\$56.81	\$39.20	\$49.00	\$61.25	\$56.81	\$39.20	\$49.00	\$61.25	0.56%
City of Springdale, AR	Match	\$40.42	\$26.54	\$44.57	\$56.29	\$40.42	\$26.54	\$44.57	\$56.29	1.12%
CompAnalyst	Match	\$63.57	\$49.99	\$62.49	\$74.99	\$63.57	\$49.99	\$62.49	\$74.99	0.50%
Compdata	Match	\$61.45	\$48.29	\$60.36	\$72.43	\$61.45	\$48.29	\$60.36	\$72.43	0.50%
DOL - BLS - NWA	Match	\$58.34	\$43.38	\$54.22	\$65.06	\$58.34	\$43.38	\$54.22	\$65.06	0.50%
NOARK 2023										
Averages	Match	\$55.91	\$40.29	\$52.70	\$64.18	\$55.57	\$40.04	\$52.38	\$63.81	0.59%
City of Fayetteville, AR	Match					\$60.51	\$40.50	\$48.80	\$60.51	0.49%
						\$ Difference	\$4.94	\$0.46	\$-3.58	\$-3.30
						% Difference	8.16%	1.14%	-7.34%	-5.45%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	20 - CODE COMPLIANCE OFFICER									
Job Description and Qualifications:										
Enforce laws, codes and city ordinance requirements for safety, health, and unsightly property conditions. Organize and maintain accurate records of property inspection activities. Perform on-site inspections of properties for violations of various City codes including property conditions, storage of vehicles, unsafe buildings, zoning compliance, grading violations, storm water violations and recycling and trash collection violations. Effectively communicate information about municipal codes and regulations while maintaining working relationships with property owners, business owners and representatives from other agencies and the general public. Seek remedies to property violations including but not limited to correction letters and violation notices										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 Year Exp only preferred						Non-Supervisory				
Management Experience						Department				
						Building Safety (134)				
Certificates & Licenses										
Valid Driver's License										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$27.47	\$20.57	\$25.72	\$30.86	\$27.47	\$20.57	\$25.72	\$30.86	0.50%
City of Jonesboro, AR	Match	\$16.90	\$16.58	\$20.73	\$25.88	\$17.24	\$16.91	\$21.14	\$26.40	0.56%
City of Lawrence, KS	Match	\$31.64	\$20.63	\$26.32	\$30.49	\$30.06	\$19.60	\$25.00	\$28.97	0.48%
City of Rogers, AR	Match	\$21.89	\$16.71	\$20.89	\$26.11	\$21.89	\$16.71	\$20.89	\$26.11	0.56%
City of Springdale, AR	Match	\$16.61	\$16.01	\$20.01	\$24.01	\$16.61	\$16.01	\$20.01	\$24.01	0.50%
DOL - BLS - NWA	Match	\$22.93	\$18.53	\$23.16	\$27.79	\$22.93	\$18.53	\$23.16	\$27.79	0.50%
NOARK 2023	Match	\$22.34	\$17.70	\$22.13	\$26.56	\$22.34	\$17.70	\$22.13	\$26.56	0.50%
Averages	Match	\$22.83	\$18.10	\$22.71	\$27.39	\$22.65	\$18.00	\$22.58	\$27.24	0.51%
City of Fayetteville, AR	Match					\$20.99	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-1.66	\$0.73	\$-0.01	\$0.75
						% Difference	-7.91%	3.90%	-0.04%	2.68%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		21 - COMMUNICATIONS & MARKETING DIRECTOR								
Job Description and Qualifications:										
Guide and develop the communications, marketing and volunteer services department. Oversee the Media Services division, content management for the City's internet and intranet websites and community outreach and information efforts. Provide administration with advice on policies, procedures, programs and public correspondence.										
Education						FLSA				
Bachelor's Degree in related field. Master's preferred						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
3 years						Mayor/Executive (500)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$46.15	\$36.40	\$49.19	\$61.98	\$46.15	\$36.40	\$49.19	\$61.98	0.70%
City of Jonesboro, AR	Match	\$38.48	\$33.46	\$41.83	\$52.22	\$39.25	\$34.13	\$42.67	\$53.26	0.56%
City of Lawrence, KS	Match	\$58.13	\$50.21	\$61.04	\$74.23	\$55.22	\$47.70	\$57.99	\$70.52	0.48%
City of Rogers, AR	Match	\$53.36	\$41.51	\$51.88	\$64.85	\$53.36	\$41.51	\$51.88	\$64.85	0.56%
City of Springdale, AR	Match	\$22.38	\$19.67	\$25.73	\$35.00	\$22.38	\$19.67	\$25.73	\$35.00	0.78%
CompAnalyst	Match	\$58.57	\$45.92	\$57.40	\$68.88	\$58.57	\$45.92	\$57.40	\$68.88	0.50%
Compdata	Match	\$56.77	\$44.50	\$55.63	\$66.76	\$56.77	\$44.50	\$55.63	\$66.76	0.50%
DOL - BLS - NWA	Match	\$61.93	\$48.10	\$60.13	\$72.16	\$61.93	\$48.10	\$60.13	\$72.16	0.50%
NOARK 2023	Match	\$56.62	\$47.05	\$58.81	\$70.57	\$56.62	\$47.05	\$58.81	\$70.57	0.50%
Averages	Match	\$50.27	\$40.76	\$51.29	\$62.96	\$50.03	\$40.55	\$51.05	\$62.66	0.54%
City of Fayetteville, AR	Match					\$52.88	\$42.56	\$51.28	\$63.59	0.49%
						\$ Difference	\$2.85	\$2.01	\$0.23	\$0.93
						% Difference	5.39%	4.72%	0.45%	1.46%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		22 - COMMUNICATIONS PROJECT MANAGER - WEB								
Job Description and Qualifications:										
Work closely with the Director of Communications and the Communications Department staff to implement the city's communication goals and objectives, provide good customer service, strengthen community relations, and improve organizational communication.										
Education						FLSA				
Bachelor's Degree in related field.						Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
2 years						Communications (500)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$29.58	\$22.82	\$28.53	\$34.23	\$29.58	\$22.82	\$28.53	\$34.23	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$31.02	\$27.45	\$33.36	\$40.58	\$29.47	\$26.08	\$31.69	\$38.55	0.48%
City of Rogers, AR	Match	\$28.29	\$23.63	\$29.54	\$36.92	\$28.29	\$23.63	\$29.54	\$36.92	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$32.15	\$25.74	\$32.18	\$38.62	\$32.15	\$25.74	\$32.18	\$38.62	0.50%
Compdata	Match	\$31.15	\$24.96	\$31.20	\$37.44	\$31.15	\$24.96	\$31.20	\$37.44	0.50%
DOL - BLS - NWA	Match	\$32.80	\$24.93	\$31.16	\$37.39	\$32.80	\$24.93	\$31.16	\$37.39	0.50%
NOARK 2023	Match	\$30.46	\$23.68	\$29.60	\$35.52	\$30.46	\$23.68	\$29.60	\$35.52	0.50%
Averages	Match	\$30.78	\$24.74	\$30.80	\$37.24	\$30.56	\$24.55	\$30.56	\$36.95	0.51%
City of Fayetteville, AR	Match					\$28.80	\$23.80	\$28.67	\$35.55	0.49%
						\$ Difference	\$-1.76	\$-0.75	\$-1.89	\$-1.40
						% Difference	-6.11%	-3.15%	-6.59%	-3.94%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	23 - COMMUNITY RESOURCES DIRECTOR-EQUITY OFFICER									
Job Description and Qualifications:										
Provide day to day management and coordination of the Community Development programs (CDBG, SNAPS and/or other grants), Animal Services programs and the Equity Program. Develop and implement policies and procedures for the efficient operation of the Community Development and Animal Services programs, and the Equity Program.										
Education						FLSA				
4 Years College						Exempt				
Related Experience						Supervisory Position				
4 Years						Supervisory				
Management Experience						Department				
2 Years						Comm Resources				
Certificates & Licenses										
Valid Driver's License.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$44.23	\$33.26	\$44.95	\$56.63	\$44.23	\$33.26	\$44.95	\$56.63	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$61.04	\$50.21	\$62.57	\$74.23	\$57.99	\$47.70	\$59.44	\$70.52	0.48%
City of Rogers, AR	Match	\$43.50	\$34.59	\$43.23	\$54.04	\$43.50	\$34.59	\$43.23	\$54.04	0.56%
City of Springdale, AR	Match	\$23.48	\$20.59	\$25.73	\$30.88	\$23.48	\$20.59	\$25.73	\$30.88	0.50%
CompAnalyst	Match	\$54.70	\$43.27	\$54.09	\$64.91	\$54.70	\$43.27	\$54.09	\$64.91	0.50%
Compdata	Match	\$53.03	\$41.96	\$52.45	\$62.94	\$53.03	\$41.96	\$52.45	\$62.94	0.50%
DOL - BLS - NWA	Match	\$54.36	\$40.66	\$50.82	\$60.98	\$54.36	\$40.66	\$50.82	\$60.98	0.50%
NOARK 2023	Match	\$47.44	\$37.72	\$47.15	\$56.58	\$47.44	\$37.72	\$47.15	\$56.58	0.50%
Averages	Match	\$47.72	\$37.78	\$47.62	\$57.65	\$47.34	\$37.47	\$47.23	\$57.18	0.53%
City of Fayetteville, AR	Match					\$51.98	\$34.79	\$41.92	\$51.98	0.49%
						\$ Difference	\$4.64	\$-2.68	\$-5.31	\$-5.20
						% Difference	8.93%	-7.70%	-12.67%	-10.00%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	24 - CONSTRUCTION LEAD MAINTENANCE WORKER									
Job Description and Qualifications:										
Perform supervisory responsibilities which may include training employees; planning, assigning, and directing work; appraising performance, addressing complaints and resolving problems. Responsible for crew maintaining all equipment and material used on a daily basis. Basic understanding of shop drawing and plans as related to streets, sidewalks, trails and drainage. Utilize transit to shoot and set grade. Prepare daily reports to record materials, labor hours and equipment for system entry. Provide initial citizen contact on work sites. Responsible for usage of P-card for purchases of materials needed for completion of job task.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 Years						Supervisory				
Management Experience						Department				
						Transportation (342)				
Certificates & Licenses										
Must possess a valid driver's license.										
Must possess or have the ability to obtain a valid Class A Commercial Driver's License.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$24.12	\$19.45	\$24.31	\$29.17	\$24.12	\$19.45	\$24.31	\$29.17	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$25.83	\$21.25	\$25.83	\$31.42	\$24.54	\$20.19	\$24.54	\$29.85	0.48%
City of Rogers, AR	Match	\$22.13	\$17.86	\$22.33	\$27.91	\$22.13	\$17.86	\$22.33	\$27.91	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$24.24	\$18.35	\$22.94	\$27.53	\$24.24	\$18.35	\$22.94	\$27.53	0.50%
NOARK 2023	Match	\$22.13	\$17.87	\$22.34	\$26.81	\$22.13	\$17.87	\$22.34	\$26.81	0.50%
Averages	Match	\$23.69	\$18.96	\$23.55	\$28.57	\$23.43	\$18.74	\$23.29	\$28.25	0.51%
City of Fayetteville, AR	Match					\$22.50	\$17.72	\$21.35	\$26.47	0.49%
						\$ Difference	\$-0.93	\$-1.02	\$-1.94	\$-1.78
						% Difference	-4.13%	-5.76%	-9.09%	-6.72%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	25 - CREW LEADER - TRANSPORTATION									
Job Description and Qualifications:										
Supervise all materials, personnel and equipment required to complete assigned projects. Read and comprehend drawings of plans for streets, sidewalks, trails and drainage. Utilize transit to shoot and set grade. Exercise independent judgment to make on site decisions to overcome unforeseen problems. Operate equipment required to perform all jobs in the department.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 Years						Non-Supervisory				
Management Experience						Department				
Not Required						Transportation				
Certificates & Licenses										
Ability to obtain valid Commercial Drivers License Class A within 120 days of hire date.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$25.72	\$20.57	\$25.72	\$30.86	\$25.72	\$20.57	\$25.72	\$30.86	0.50%
City of Jonesboro, AR	Match	\$21.29	\$17.36	\$21.70	\$27.10	\$21.72	\$17.71	\$22.13	\$27.64	0.56%
City of Lawrence, KS	Match	\$25.49	\$22.69	\$27.57	\$33.54	\$24.22	\$21.56	\$26.19	\$31.86	0.48%
City of Rogers, AR	Match	\$24.09	\$19.02	\$23.77	\$29.71	\$24.09	\$19.02	\$23.77	\$29.71	0.56%
City of Springdale, AR	Match	\$23.63	\$20.59	\$25.73	\$30.88	\$23.63	\$20.59	\$25.73	\$30.88	0.50%
DOL - BLS - NWA	Match	\$25.45	\$19.26	\$24.08	\$28.90	\$25.45	\$19.26	\$24.08	\$28.90	0.50%
NOARK 2023	Match	\$23.77	\$19.19	\$23.99	\$28.79	\$23.77	\$19.19	\$23.99	\$28.79	0.50%
Averages	Match	\$24.21	\$19.81	\$24.65	\$29.97	\$24.08	\$19.70	\$24.52	\$29.81	0.51%
City of Fayetteville, AR	Match					\$23.23	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-0.85	\$-0.97	\$-1.95	\$-1.82
						% Difference	-3.66%	-5.18%	-8.64%	-6.50%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		26 - CREW LEADER WATER LICENSE									
Job Description and Qualifications:											
Responsible for evaluating the condition of the sewer collection system, streets and other areas as needed. Make decisions on repairs needed, replacements, or types of rehab to be used. Generate a flow of work needed to maintain smooth operations.											
Education						FLSA					
High School or GED						Non-Exempt					
Related Experience						Supervisory Position					
5 Years						Non-Supervisory					
Management Experience						Department					
Not Required						W&S					
Certificates & Licenses											
Must possess a valid drivers license and be able to obtain a Class A Commercial Drivers License with tanker endorsement within six months of employment. Must have minimum Grade 2 Water Distribution License and Class 1 Wastewater License within 2 years											
City		Job Match	Average Hourly Salary	Salary Range		Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width	
				Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR		Match	\$26.86	\$21.69	\$27.12	\$32.54	\$26.86	\$21.69	\$27.12	\$32.54	0.50%
City of Jonesboro, AR											
City of Lawrence, KS		Match	\$31.44	\$24.96	\$30.35	\$36.91	\$29.87	\$23.71	\$28.83	\$35.06	0.48%
City of Rogers, AR		Match	\$24.86	\$20.49	\$25.61	\$30.73	\$24.86	\$20.49	\$25.61	\$30.73	0.50%
City of Springdale, AR											
DOL - BLS - NWA		Match	\$28.00	\$20.22	\$25.28	\$30.34	\$28.00	\$20.22	\$25.28	\$30.34	0.50%
NOARK 2023		Match	\$26.25	\$20.51	\$25.64	\$30.77	\$26.25	\$20.51	\$25.64	\$30.77	0.50%
Averages		Match	\$27.48	\$21.57	\$26.80	\$32.26	\$27.17	\$21.32	\$26.50	\$31.89	0.50%
City of Fayetteville, AR		Match					\$27.49	\$20.74	\$24.99	\$30.99	0.49%
						\$ Difference	\$0.32	\$-0.58	\$-1.51	\$-0.90	
						% Difference	1.16%	-2.80%	-6.04%	-2.90%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)											

Index Tab	27 - CRIME SCENE TECHNICIAN									
Job Description and Qualifications:										
Respond to major crime scenes (homicides, sexual assaults, armed robbery, property crimes, etc.), and any other crime scenes at the discretion of a supervisor.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						Police (650)				
Certificates & Licenses										
Certification as Law Enforcement Crime Scene Technician										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$27.16	\$21.69	\$27.12	\$32.54	\$27.16	\$21.69	\$27.12	\$32.54	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$27.52	\$24.96	\$30.35	\$36.91	\$26.14	\$23.71	\$28.83	\$35.06	0.48%
City of Rogers, AR	Match	\$26.86	\$19.59	\$24.49	\$29.39	\$26.86	\$19.59	\$24.49	\$29.39	0.50%
City of Springdale, AR	More	\$35.76	\$28.65	\$34.66	\$42.16	\$35.76	\$28.65	\$34.66	\$42.16	0.47%
DOL - BLS - NWA	Match	\$28.25	\$21.53	\$26.91	\$32.29	\$28.25	\$21.53	\$26.91	\$32.29	0.50%
NOARK 2023										
Averages	Match	\$29.11	\$23.28	\$28.71	\$34.66	\$28.83	\$23.03	\$28.40	\$34.29	0.49%
City of Fayetteville, AR	Match					\$26.80	\$20.74	\$24.99	\$30.99	0.49%
						\$ Difference	\$ -2.03	\$ -2.29	\$ -3.41	\$ -3.30
						% Difference	-7.57%	-11.04%	-13.65%	-10.65%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	28 - CUSTOMER SERVICE COORDINATOR I									
Job Description and Qualifications:										
Exhibit excellent customer service while assisting customers to set up new service, transfer service to new addresses, or disconnect service. Effectively present information and respond to questions from customers and the general public. Research and respond to difficult customer problems and complaints.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						Utilities Financial Services (420)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$16.53	\$16.08	\$20.10	\$24.12	\$16.53	\$16.08	\$20.10	\$24.12	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$21.25	\$18.75	\$23.93	\$27.73	\$20.19	\$17.81	\$22.73	\$26.34	0.48%
City of Rogers, AR	Match	\$18.76	\$17.38	\$21.72	\$26.06	\$18.76	\$17.38	\$21.72	\$26.06	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$19.54	\$17.17	\$21.46	\$25.75	\$19.54	\$17.17	\$21.46	\$25.75	0.50%
NOARK 2023	Match	\$22.29	\$18.01	\$22.51	\$27.01	\$22.29	\$18.01	\$22.51	\$27.01	0.50%
Averages	Match	\$19.67	\$17.48	\$21.94	\$26.13	\$19.46	\$17.29	\$21.70	\$25.86	0.49%
City of Fayetteville, AR	Match					\$17.89	\$17.72	\$21.35	\$26.47	0.49%
						\$ Difference	\$-1.57	\$0.43	\$-0.35	\$0.61
						% Difference	-8.78%	2.43%	-1.64%	2.30%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		29 - DEPUTY COURT CLERK								
Job Description and Qualifications:										
Performs clerical work that involves the responsibility for money, data entry, filing and scheduling trial dates. Maintain records, prepare orders and arraignment reports.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						District Court (380)				
Certificates & Licenses										
Bilingual abilities preferred Arkansas District Courts Clerk Association										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$21.92	\$18.33	\$22.91	\$27.49	\$21.92	\$18.33	\$22.91	\$27.49	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$26.78	\$20.63	\$26.32	\$30.49	\$25.44	\$19.60	\$25.00	\$28.97	0.48%
City of Rogers, AR	Match	\$18.65	\$17.86	\$22.33	\$27.91	\$18.65	\$17.86	\$22.33	\$27.91	0.56%
City of Springdale, AR	Match	\$14.84	\$16.01	\$20.01	\$24.01	\$14.84	\$16.01	\$20.01	\$24.01	0.50%
DOL - BLS - NWA	Match	\$23.85	\$18.16	\$22.70	\$27.24	\$23.85	\$18.16	\$22.70	\$27.24	0.50%
NOARK 2023	Match	\$23.02	\$18.71	\$23.39	\$28.07	\$23.02	\$18.71	\$23.39	\$28.07	0.50%
Averages	Match	\$21.51	\$18.28	\$22.94	\$27.53	\$21.29	\$18.11	\$22.72	\$27.28	0.51%
City of Fayetteville, AR	Match					\$24.48	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$3.19	\$0.62	\$-0.15	\$0.71
						% Difference	13.03%	3.31%	-0.66%	2.54%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	30 - DIRECTOR OF ECONOMIC VITALITY									
Job Description and Qualifications:										
Develop and oversee the City's vitality efforts including managing strategies, plans, programs and contractors to support new and existing businesses. Responsible for developing and overseeing business incentive programs.										
Education						FLSA				
Bachelor's Degree in related field. Master's preferred						Exempt				
Related Experience						Supervisory Position				
10 years						Supervisory				
Management Experience						Department				
7 years						Mayor/Executive (500)				
Certificates & Licenses										
Preferred: CEcD, PCED, EDFP										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$52.45	\$36.40	\$49.19	\$61.98	\$52.45	\$36.40	\$49.19	\$61.98	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$55.36	\$50.21	\$61.04	\$74.23	\$52.59	\$47.70	\$57.99	\$70.52	0.48%
City of Rogers, AR	Match	\$56.67	\$41.51	\$51.88	\$64.85	\$56.67	\$41.51	\$51.88	\$64.85	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$59.28	\$46.66	\$58.33	\$70.00	\$59.28	\$46.66	\$58.33	\$70.00	0.50%
Compdata	Match	\$57.55	\$45.31	\$56.64	\$67.97	\$57.55	\$45.31	\$56.64	\$67.97	0.50%
DOL - BLS - NWA	Match	\$62.45	\$47.58	\$59.48	\$71.38	\$62.45	\$47.58	\$59.48	\$71.38	0.50%
NOARK 2023	Match	\$53.78	\$43.52	\$54.40	\$65.28	\$53.78	\$43.52	\$54.40	\$65.28	0.50%
Averages	Match	\$56.79	\$44.46	\$55.85	\$67.96	\$56.40	\$44.10	\$55.42	\$67.43	0.53%
City of Fayetteville, AR	Match					\$56.20	\$42.56	\$51.28	\$63.59	0.49%
						\$ Difference	\$-0.20	\$-1.54	\$-4.14	\$-3.84
						% Difference	-0.36%	-3.62%	-8.07%	-6.04%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	31 - DIRECTOR OF PARKS, NATURAL RESOURCES & CULTURAL AFFAIRS									
Job Description and Qualifications:										
Oversee the Parks, Recreation, Natural Resources and Cultural Affairs Department including, recreational programs, park maintenance, horticulture, park planning and urban forestry. Develop, study and recommend actions to improve and provide high quality parks, services and recreation programs.										
Education						FLSA				
B.S. / B.A. in Parks and Recreation Management or related field						Exempt				
Related Experience						Supervisory Position				
10 years						Supervisory				
Management Experience						Department				
7 years						Parks (120)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$67.98	\$42.73	\$57.71	\$72.68	\$67.98	\$42.73	\$57.71	\$72.68	0.70%
City of Jonesboro, AR	Less	\$39.32	\$33.46	\$41.83	\$52.22	\$40.11	\$34.13	\$42.67	\$53.26	0.56%
City of Lawrence, KS	Match	\$74.57	\$50.21	\$62.57	\$74.23	\$70.84	\$47.70	\$59.44	\$70.52	0.48%
City of Rogers, AR	Match	\$60.53	\$48.43	\$60.53	\$75.67	\$60.53	\$48.43	\$60.53	\$75.67	0.56%
City of Springdale, AR	Less	\$60.50	\$41.19	\$51.49	\$61.79	\$60.50	\$41.19	\$51.49	\$61.79	0.50%
CompAnalyst	Match	\$64.02	\$50.14	\$62.68	\$75.22	\$64.02	\$50.14	\$62.68	\$75.22	0.50%
Compdata	Match	\$62.16	\$48.69	\$60.86	\$73.03	\$62.16	\$48.69	\$60.86	\$73.03	0.50%
DOL - BLS - NWA	Match	\$65.00	\$52.79	\$65.99	\$79.19	\$65.00	\$52.79	\$65.99	\$79.19	0.50%
NOARK 2023	Match	\$58.89	\$48.16	\$60.20	\$72.24	\$58.89	\$48.16	\$60.20	\$72.24	0.50%
Averages	Match	\$61.44	\$46.20	\$58.21	\$70.70	\$61.11	\$46.00	\$57.95	\$70.40	0.53%
City of Fayetteville, AR	Match					\$58.86	\$48.75	\$58.73	\$72.83	0.49%
						\$ Difference	\$-2.25	\$2.75	\$0.78	\$2.43
						% Difference	-3.82%	5.64%	1.33%	3.34%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		32 - DISPATCH MANAGER								
Job Description and Qualifications:										
Oversee the 24-hour operation of an emergency response central dispatch center. Oversees policies and procedures, training programs and a three site simulcast radio system. Manage special projects, draft RFPs, negotiate contracts as assigned.										
Education						FLSA				
H.S. Diploma						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
3 years						Police - Dispatch (670)				
Certificates & Licenses										
ACIC Level I and II										
NIMS Training Requirements										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$45.08	\$27.42	\$35.18	\$42.94	\$45.08	\$27.42	\$35.18	\$42.94	0.57%
City of Jonesboro, AR	More	\$35.13	\$33.46	\$41.83	\$52.22	\$35.83	\$34.13	\$42.67	\$53.26	0.56%
City of Lawrence, KS	Match	\$47.80	\$39.20	\$47.80	\$58.14	\$45.41	\$37.24	\$45.41	\$55.23	0.48%
City of Rogers, AR	Match	\$43.92	\$32.28	\$40.35	\$50.44	\$43.92	\$32.28	\$40.35	\$50.44	0.56%
City of Springdale, AR	Match	\$34.83	\$26.54	\$33.17	\$39.81	\$34.83	\$26.54	\$33.17	\$39.81	0.50%
CompAnalyst	Match	\$47.80	\$34.14	\$42.68	\$51.22	\$47.80	\$34.14	\$42.68	\$51.22	0.50%
Compdata	Match	\$46.41	\$33.15	\$41.44	\$49.73	\$46.41	\$33.15	\$41.44	\$49.73	0.50%
DOL - BLS - NWA	Match	\$45.42	\$34.61	\$43.26	\$51.91	\$45.42	\$34.61	\$43.26	\$51.91	0.50%
NOARK 2023	Match	\$44.39	\$33.42	\$41.77	\$50.12	\$44.39	\$33.42	\$41.77	\$50.12	0.50%
Averages	Match	\$43.42	\$32.69	\$40.83	\$49.61	\$43.23	\$32.55	\$40.66	\$49.41	0.52%
City of Fayetteville, AR	Match					\$49.10	\$32.87	\$39.60	\$49.10	0.49%
						\$ Difference	\$5.87	\$0.32	\$-1.06	\$-0.31
						% Difference	11.96%	0.97%	-2.68%	-0.63%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	33 - DISPATCH SHIFT SUPERVISOR									
Job Description and Qualifications:										
Monitor all dispatcher activity and ensure all calls and radio traffic are handled per policy in an efficient manner. Check call logs for spelling/grammatical errors and policy violations. Perform monthly quality assurance checks and review all call delay sheets to ensure the shift runs smoothly and efficiently. Update employees with new or changed policy/procedure information and answer any questions regarding current policies and procedures.										
Education						FLSA				
H.S. Diploma / GED						Non- Exempt				
Related Experience						Supervisory Position				
2 years of Public Safety Dispatch						Supervisory				
Management Experience						Department				
2 years						Dispatch (670)				
Certificates & Licenses										
ACIC Level I and II										
NIMS Training Requirements										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$27.37	\$22.03	\$27.25	\$32.46	\$27.37	\$22.03	\$27.25	\$32.46	0.47%
City of Jonesboro, AR	Match	\$23.47	\$19.97	\$24.97	\$31.17	\$23.94	\$20.37	\$25.47	\$31.79	0.56%
City of Lawrence, KS	Match	\$33.20	\$27.45	\$33.36	\$40.58	\$31.54	\$26.08	\$31.69	\$38.55	0.48%
City of Rogers, AR	Match	\$28.87	\$25.36	\$31.70	\$39.62	\$28.87	\$25.36	\$31.70	\$39.62	0.56%
City of Springdale, AR	Match	\$27.71	\$23.33	\$29.17	\$35.00	\$27.71	\$23.33	\$29.17	\$35.00	0.50%
CompAnalyst	Match	\$33.72	\$24.06	\$30.08	\$36.10	\$33.72	\$24.06	\$30.08	\$36.10	0.50%
Compdata	Match	\$32.69	\$23.34	\$29.18	\$35.02	\$32.69	\$23.34	\$29.18	\$35.02	0.50%
DOL - BLS - NWA	Match	\$31.45	\$24.03	\$30.04	\$36.05	\$31.45	\$24.03	\$30.04	\$36.05	0.50%
NOARK 2023	Match	\$30.46	\$23.68	\$29.60	\$35.52	\$30.46	\$23.68	\$29.60	\$35.52	0.50%
Averages	Match	\$29.88	\$23.69	\$29.48	\$35.72	\$29.75	\$23.59	\$29.35	\$35.57	0.51%
City of Fayetteville, AR	Match					\$29.79	\$23.80	\$28.67	\$35.55	0.49%
						\$ Difference	\$0.04	\$0.21	\$-0.68	\$-0.02
						% Difference	0.13%	0.88%	-2.37%	-0.06%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		34 - DISPATCHER I								
Job Description and Qualifications:										
Operate complex communication equipment including a radio console, mobile and portable radio, satellite phone, recorder equipment, fire alarm panel, alerting systems, and other related equipment to dispatch Police, Fire and 911 calls. Monitor public safety radio and respond appropriately.										
Education						FLSA				
H.S. Diploma						Non- Exempt				
Related Experience						Supervisory Position				
Prefer 1 year of Public Safety Dispatch						Non-Supervisory				
Management Experience						Department				
						Police - Dispatch (671)				
Certificates & Licenses										
ACIC Basic and Advanced Certification										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$20.77	\$18.08	\$21.92	\$25.04	\$20.77	\$18.08	\$21.92	\$25.04	0.38%
City of Jonesboro, AR	Match	\$18.69	\$17.36	\$21.70	\$27.10	\$19.06	\$17.71	\$22.13	\$27.64	0.56%
City of Lawrence, KS	Match	\$24.59	\$20.63	\$25.02	\$30.49	\$23.36	\$19.60	\$23.77	\$28.97	0.48%
City of Rogers, AR	Match	\$20.34	\$16.71	\$20.89	\$26.11	\$20.34	\$16.71	\$20.89	\$26.11	0.56%
City of Springdale, AR	Match	\$19.11	\$18.76	\$23.44	\$28.13	\$19.11	\$18.76	\$23.44	\$28.13	0.50%
DOL - BLS - NWA	Match	\$21.98	\$18.78	\$23.48	\$28.18	\$21.98	\$18.78	\$23.48	\$28.18	0.50%
NOARK 2023	Match	\$21.42	\$18.67	\$23.34	\$28.01	\$21.42	\$18.67	\$23.34	\$28.01	0.50%
Averages	Match	\$20.99	\$18.43	\$22.83	\$27.58	\$20.86	\$18.33	\$22.71	\$27.44	0.50%
City of Fayetteville, AR	Match					\$19.35	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-1.51	\$0.40	\$-0.14	\$0.55
						% Difference	-7.80%	2.14%	-0.62%	1.96%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

<u>Index Tab</u>	35 - DISTRICT COURT ADMINISTRATOR										
Job Description and Qualifications:											
Oversee clerical support activities relating to the administration of legal processes and procedures. Maintain the Judge's calendar and prepare daily schedule. Act as a liaison between the Judge and a variety of departments and agencies.											
Education						FLSA					
H.S. Diploma or GED						Exempt					
Related Experience						Supervisory Position					
5 years						Supervisory					
Management Experience						Department					
2 years						District Court (380)					
Certificates & Licenses											
Notary preferred											
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width	
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum		
City of Bentonville, AR	Match	\$49.27	\$30.12	\$40.70	\$51.28	\$49.27	\$30.12	\$40.70	\$51.28	0.70%	
City of Jonesboro, AR											
City of Lawrence, KS	Match	\$47.05	\$35.11	\$44.81	\$51.91	\$44.70	\$33.35	\$42.57	\$49.31	0.48%	
City of Rogers, AR	Match	\$42.02	\$36.89	\$46.12	\$57.64	\$42.02	\$36.89	\$46.12	\$57.64	0.56%	
City of Springdale, AR	Match	\$36.49	\$26.54	\$33.17	\$39.81	\$36.49	\$26.54	\$33.17	\$39.81	0.50%	
CompAnalyst	Match	\$50.76	\$40.66	\$50.83	\$61.00	\$50.76	\$40.66	\$50.83	\$61.00	0.50%	
Compdata	Match	\$49.51	\$39.42	\$49.28	\$59.14	\$49.51	\$39.42	\$49.28	\$59.14	0.50%	
DOL - BLS - NWA	Match	\$51.19	\$39.28	\$49.10	\$58.92	\$51.19	\$39.28	\$49.10	\$58.92	0.50%	
NOARK 2023	Match	\$48.63	\$37.72	\$47.15	\$56.58	\$48.63	\$37.72	\$47.15	\$56.58	0.50%	
Averages	Match	\$46.86	\$35.72	\$45.14	\$54.54	\$46.57	\$35.50	\$44.86	\$54.21	0.53%	
City of Fayetteville, AR	Match					\$48.94	\$38.64	\$46.55	\$57.72	0.49%	
						\$ Difference	\$2.37	\$3.14	\$1.69		\$3.51
						% Difference	4.84%	8.13%	3.63%		6.08%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)											

Index Tab	36 - ENVIRONMENTAL DIRECTOR									
Job Description and Qualifications:										
Oversee operations and policy formulation for the City's sustainability and strategic planning. Directs the activities of the Sustainability Department including oversight of the Recycling & Trash Collections Division.										
Education						FLSA				
Bachelor's degree in Engineering, Environmental Sciences						Exempt				
Related Experience						Supervisory Position				
10 years						Supervisory				
Management Experience						Department				
7 years						Sustainability/Parking (240)				
Certificates & Licenses										
Licensed Professional Engineer										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$56.92	\$39.54	\$53.44	\$67.33	\$56.92	\$39.54	\$53.44	\$67.33	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$61.50	\$50.21	\$61.04	\$74.23	\$58.43	\$47.70	\$57.99	\$70.52	0.48%
City of Rogers, AR	Match	\$56.50	\$46.12	\$57.65	\$72.06	\$56.50	\$46.12	\$57.65	\$72.06	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$62.10	\$48.64	\$60.80	\$72.96	\$62.10	\$48.64	\$60.80	\$72.96	0.50%
Compdata	Match	\$60.30	\$47.22	\$59.03	\$70.84	\$60.30	\$47.22	\$59.03	\$70.84	0.50%
DOL - BLS - NWA	Match	\$68.00	\$51.45	\$64.31	\$77.17	\$68.00	\$51.45	\$64.31	\$77.17	0.50%
NOARK 2023	Match	\$60.99	\$47.61	\$59.51	\$71.41	\$60.99	\$47.61	\$59.51	\$71.41	0.50%
Averages	Match	\$60.90	\$47.26	\$59.40	\$72.29	\$60.46	\$46.90	\$58.96	\$71.76	0.53%
City of Fayetteville, AR	Match					\$57.73	\$46.68	\$56.24	\$69.74	0.49%
						\$ Difference	\$-2.73	\$-0.22	\$-2.72	\$-2.02
						% Difference	-4.73%	-0.47%	-4.84%	-2.90%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		37 - EQUIPMENT MECHANIC II								
Job Description and Qualifications:										
This position is a journeyman level mechanic position requiring training and experience on a variety of automotive, utility and construction equipment. Perform diagnostic procedures regular maintenance and major repairs and rebuilds.										
Education						FLSA				
H.S. Diploma or GED and specialize auto repair training						Non- Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						Fleet (410)				
Certificates & Licenses										

Index Tab	38 - FACILITIES & BUILDING MAINTENANCE MANAGER									
Job Description and Qualifications:										
Perform supervisory responsibilities which may include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems. Plan, administer and supervise janitorial and routine building maintenance services, including electrical, plumbing and HVAC. Coordinate new construction or remodeling with supervisor. Prepare bid specifications. Oversee performance of outside contractors to ensure quality results. Prepare the budget for the Facilities Management Division. Oversee all accounts within division programs, monitor overtime expenses and ensure purchases are within budgeted amounts. Serve as ADA Coordinator for accessibility issues, receive and address accessibility complaints.										
Education						FLSA				
High school diploma or GED.						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
3 years						Facilities Mgmt (323)				
Certificates & Licenses										
Valid Driver's License.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$38.11	\$30.12	\$40.70	\$51.28	\$38.11	\$30.12	\$40.70	\$51.28	0.70%
City of Jonesboro, AR	Match	\$38.48	\$33.46	\$41.83	\$52.22	\$39.25	\$34.13	\$42.67	\$53.26	0.56%
City of Lawrence, KS	Match	\$41.68	\$35.11	\$44.81	\$51.91	\$39.60	\$33.35	\$42.57	\$49.31	0.48%
City of Rogers, AR	Match	\$40.67	\$32.28	\$40.35	\$50.44	\$40.67	\$32.28	\$40.35	\$50.44	0.56%
City of Springdale, AR	Less	\$27.71	\$23.33	\$29.17	\$35.00	\$27.71	\$23.33	\$29.17	\$35.00	0.50%
CompAnalyst	Match	\$42.79	\$33.83	\$42.29	\$50.75	\$42.79	\$33.83	\$42.29	\$50.75	0.50%
Compdata	Match	\$41.49	\$32.81	\$41.01	\$49.21	\$41.49	\$32.81	\$41.01	\$49.21	0.50%
DOL - BLS - NWA	Match	\$45.68	\$34.92	\$43.65	\$52.38	\$45.68	\$34.92	\$43.65	\$52.38	0.50%
NOARK 2023	Match	\$40.97	\$32.72	\$40.90	\$49.08	\$40.97	\$32.72	\$40.90	\$49.08	0.50%
Averages	Match	\$39.73	\$32.06	\$40.52	\$49.14	\$39.59	\$31.94	\$40.37	\$48.97	0.53%
City of Fayetteville, AR	Match					\$39.68	\$32.87	\$39.60	\$49.10	0.49%
						\$ Difference	\$0.09	\$0.93	\$-0.77	\$0.13
						% Difference	0.23%	2.83%	-1.94%	0.26%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	39 - FIELD OPERATIONS SUPERVISOR - FORESTRY									
Job Description and Qualifications:										
Perform supervisory responsibilities which may include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems. Advise supervisor of potential operational problems and propose and implement corrective actions as necessary using independent judgment. Maintain records to document materials, manpower, and equipment required. Developing and scheduling annual work program and goals. Develop improvement and maintenance projects with estimated costs. Coordinate with utilities, state agencies, and contractors in order to expedite projects. Manage contracts and contractors as necessary when tasks are outsourced. Oversee pest control program in accordance with City's Vegetative Management Plan										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory				
Management Experience						Department				
1 year						Park Operations (651)				
Certificates & Licenses										
Must possess a valid driver's license. Must possess or have the ability to obtain a valid Class A Commercial Driver's License. Must obtain a Class A CDL within 120 days of hire date. Must possess or be able to obtain a Commercial Pesticide Applicator license and Certified Arborist certification from the International Society of Arboriculture (ISA) within six months of hire date.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$28.11	\$22.82	\$28.53	\$34.23	\$28.11	\$22.82	\$28.53	\$34.23	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$35.03	\$27.45	\$33.36	\$40.58	\$33.28	\$26.08	\$31.69	\$38.55	0.48%
City of Rogers, AR	Match	\$25.62	\$22.48	\$28.09	\$35.12	\$25.62	\$22.48	\$28.09	\$35.12	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$32.74	\$24.85	\$31.06	\$37.27	\$32.74	\$24.85	\$31.06	\$37.27	0.50%
NOARK 2023	Match	\$27.95	\$22.56	\$28.20	\$33.84	\$27.95	\$22.56	\$28.20	\$33.84	0.50%
Averages	Match	\$29.89	\$24.03	\$29.85	\$36.21	\$29.54	\$23.76	\$29.51	\$35.80	0.51%
City of Fayetteville, AR	Match					\$26.63	\$22.75	\$27.41	\$33.99	0.49%
						\$ Difference	\$-2.91	\$-1.01	\$-2.10	\$-1.81
						% Difference	-10.93%	-4.44%	-7.66%	-5.33%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	40 - FIELD OPERATIONS SUPERVISOR - TRANSPORTATION									
Job Description and Qualifications:										
Provide supervision of sidewalk, street, drainage and trail construction programs. Visit work sites to inspect work in progress and ensure projects are completed properly and according to schedule. Respond to citizen and service requests; make independent decisions in the field as to course of action to be taken. Develop improvement and maintenance projects with estimated costs. Estimate annual material needs and assist in preparing bids.										
Education						FLSA				
H.S. Diploma / GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory				
Management Experience						Department				
1 year						Transportation (130)				
Certificates & Licenses										
Class "A" CDL within 120 days										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$29.12	\$22.82	\$28.53	\$34.23	\$29.12	\$22.82	\$28.53	\$34.23	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$34.57	\$27.45	\$33.36	\$40.58	\$32.84	\$26.08	\$31.69	\$38.55	0.48%
City of Rogers, AR	Match	\$27.99	\$23.63	\$29.54	\$36.92	\$27.99	\$23.63	\$29.54	\$36.92	0.56%
City of Springdale, AR	Match	\$41.53	\$30.20	\$37.75	\$45.30	\$41.53	\$30.20	\$37.75	\$45.30	0.50%
DOL - BLS - NWA	Match	\$32.74	\$24.85	\$31.06	\$37.27	\$32.74	\$24.85	\$31.06	\$37.27	0.50%
NOARK 2023	Match	\$29.34	\$23.01	\$28.76	\$34.51	\$29.34	\$23.01	\$28.76	\$34.51	0.50%
Averages	Match	\$32.55	\$25.33	\$31.50	\$38.14	\$32.26	\$25.10	\$31.22	\$37.80	0.51%
City of Fayetteville, AR	Match					\$30.61	\$22.75	\$27.41	\$33.99	0.49%
						\$ Difference	\$-1.65	\$-2.35	\$-3.81	\$-3.81
						% Difference	-5.39%	-10.33%	-13.90%	-11.21%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	41 - FIELD SERVICE REPRESENTATIVE									
Job Description and Qualifications:										
Locate water and sewer underground utilities using utility maps and sensitive electronic equipment. Calculate distances to ensure exact locations; mark the location of utilities using locating equipment, paint and line tracers. Respond to emergency situations to give information and directions to contractors, City employees, and the general public to prevent further damage and lessen health and safety hazards.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
1 year						W/S Services (160)				
Certificates & Licenses										
CDL Class A with Tanker endorsement. Grade 3 Water Distribution License, Arkansas Wastewater License Class 1, Confined Space License										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$29.36	\$21.70	\$27.12	\$32.54	\$29.36	\$21.70	\$27.12	\$32.54	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$30.48	\$26.63	\$32.37	\$39.37	\$28.96	\$25.30	\$30.75	\$37.40	0.48%
City of Rogers, AR	Match	\$26.10	\$21.31	\$26.63	\$31.96	\$26.10	\$21.31	\$26.63	\$31.96	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$31.10	\$23.61	\$29.51	\$35.41	\$31.10	\$23.61	\$29.51	\$35.41	0.50%
NOARK 2023	Match	\$28.69	\$21.86	\$27.32	\$32.78	\$28.69	\$21.86	\$27.32	\$32.78	0.50%
Averages	Match	\$29.15	\$23.02	\$28.59	\$34.41	\$28.84	\$22.76	\$28.27	\$34.02	0.49%
City of Fayetteville, AR	Match					\$30.20	\$21.75	\$26.20	\$32.49	0.49%
						\$ Difference	\$1.36	\$-1.01	\$-2.07	\$-1.53
						% Difference	4.50%	-4.64%	-7.90%	-4.71%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	42 - FINANCIAL ANALYST - FIRE									
Job Description and Qualifications:										
Advise, consult, and assist with the development, management, and planning of the department's annual budget, and bidding/quotes. Prepare weekly, monthly, quarterly, and annual reports related to each division of the assigned Department and the department's operating and capital projects.										
Education						FLSA				
B.S. / B.A. in related field						Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
6 months						Various (Various)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$28.90	\$22.82	\$28.53	\$34.23	\$28.90	\$22.82	\$28.53	\$34.23	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$34.57	\$31.35	\$38.12	\$46.36	\$32.84	\$29.78	\$36.21	\$44.04	0.48%
City of Rogers, AR	Match	\$31.50	\$23.63	\$29.64	\$36.92	\$31.50	\$23.63	\$29.64	\$36.92	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$33.66	\$26.14	\$32.68	\$39.22	\$33.66	\$26.14	\$32.68	\$39.22	0.50%
Compdata	Match	\$32.36	\$25.38	\$31.73	\$38.08	\$32.36	\$25.38	\$31.73	\$38.08	0.50%
DOL - BLS - NWA	Match	\$31.59	\$24.00	\$30.00	\$36.00	\$31.59	\$24.00	\$30.00	\$36.00	0.50%
NOARK 2023	Match	\$30.98	\$25.42	\$31.78	\$38.14	\$30.98	\$25.42	\$31.78	\$38.14	0.50%
Averages	Match	\$31.94	\$25.53	\$31.78	\$38.42	\$31.69	\$25.31	\$31.51	\$38.09	0.50%
City of Fayetteville, AR	Match					\$33.73	\$23.80	\$28.67	\$35.55	0.49%
						\$ Difference	\$2.04	\$-1.51	\$-2.84	\$-2.54
						% Difference	6.05%	-6.34%	-9.91%	-7.14%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	43 - FIRE CHIEF									
Job Description and Qualifications:										
Manage the daily operations of the fire department. Develop internal policies and operating procedures to maintain high levels of efficiency and compliance.										
Education						FLSA				
B.S. / B.A. in related field						Exempt				
Related Experience						Supervisory Position				
11 years						Supervisory				
Management Experience						Department				
9 years						Fire (700)				
Certificates & Licenses										
Firefighter, Fire Management, Fire Executive Management and Incident Command										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$55.77	\$46.86	\$58.45	\$70.04	\$55.77	\$46.86	\$58.45	\$70.04	0.49%
City of Jonesboro, AR	Match	\$51.49	\$48.97	\$52.03	\$57.32	\$52.52	\$49.95	\$53.07	\$58.47	0.17%
City of Lawrence, KS	Match	\$80.54	\$69.57	\$86.69	\$102.86	\$76.51	\$66.09	\$82.36	\$97.72	0.48%
City of Rogers, AR	Match	\$72.75	\$55.35	\$69.18	\$86.48	\$72.75	\$55.35	\$69.18	\$86.48	0.56%
City of Springdale, AR	Match	\$69.75	\$48.52	\$60.65	\$72.78	\$69.75	\$48.52	\$60.65	\$72.78	0.50%
CompAnalyst	Match	\$72.84	\$56.58	\$70.72	\$84.86	\$72.84	\$56.58	\$70.72	\$84.86	0.50%
Compdata	Match	\$71.31	\$55.39	\$69.24	\$83.09	\$71.31	\$55.39	\$69.24	\$83.09	0.50%
DOL - BLS - NWA	Match	\$75.63	\$58.20	\$72.75	\$87.30	\$75.63	\$58.20	\$72.75	\$87.30	0.50%
NOARK 2023										
Averages	Match	\$68.76	\$54.93	\$67.46	\$80.59	\$68.39	\$54.62	\$67.05	\$80.09	0.47%
City of Fayetteville, AR	Match					\$68.56	\$50.80	\$61.21	\$75.90	0.49%
						\$ Difference	\$0.17	\$-3.82	\$-5.84	\$-4.19
						% Difference	0.25%	-7.52%	-9.54%	-5.52%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	44 - FLIGHT LINE OPERATIONS TECHNICIAN									
Job Description and Qualifications:										
Monitor access to the terminal aircraft parking area and restrict access as may be appropriate. Moves aircraft in and out of hangars and on ramp areas using hand and motor-drive tugs. Parks, fuels and ties down/chocks aircraft; perform minor service such as airing tires on aircraft as needed.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
12-18 Months						Non-Supervisory				
Management Experience						Department				
Not Required						Airport				
Certificates & Licenses										
Must possess a valid drivers license. Certification from NATA, FAA, or NFPA preferred.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$17.38	\$14.91	\$18.67	\$22.43	\$17.38	\$14.91	\$18.67	\$22.43	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$20.01	\$20.01	\$24.32	\$29.58	\$19.01	\$19.01	\$23.10	\$28.10	0.48%
City of Rogers, AR	Match	\$18.09	\$15.56	\$19.44	\$24.31	\$18.09	\$15.56	\$19.44	\$24.31	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$20.72	\$15.62	\$19.53	\$23.44	\$20.72	\$15.62	\$19.53	\$23.44	0.50%
NOARK 2023	Match	\$21.04	\$16.68	\$20.85	\$25.02	\$21.04	\$16.68	\$20.85	\$25.02	0.50%
Averages	Match	\$19.45	\$16.56	\$20.56	\$24.96	\$19.25	\$16.36	\$20.32	\$24.66	0.51%
City of Fayetteville, AR	Match					\$17.81	\$15.71	\$18.93	\$23.47	0.49%
						\$ Difference	\$-1.44	\$-0.65	\$-1.39	\$-1.19
						% Difference	-8.09%	-4.14%	-7.34%	-5.07%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	45 - GIS ANALYST									
Job Description and Qualifications:										
Develop and maintain maps and data downloader. This includes using and maintaining the ArcGIS server and ArcGIS online. Responsible for data collection and maintenance of all Public Works related infrastructure. Perform simple to complex spatial analysis to assist departments with information gathering and decision making.										
Education						FLSA				
H.S. Diploma or GED and 2 years college Prefer B.S./ B.A. related field						Non- Exempt				
Related Experience						Supervisory Position				
5 years or 3 years with BS/BA						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
Master's degree in GIS or related field and 2 years of experience										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$30.91	\$26.75	\$33.44	\$40.12	\$30.91	\$26.75	\$33.44	\$40.12	0.50%
City of Jonesboro, AR	Match	\$19.10	\$19.10	\$23.88	\$29.81	\$19.48	\$19.48	\$24.36	\$30.41	0.56%
City of Lawrence, KS	Match	\$29.43	\$27.45	\$35.03	\$40.58	\$27.96	\$26.08	\$33.28	\$38.55	0.48%
City of Rogers, AR	Match	\$35.78	\$26.71	\$33.39	\$40.07	\$35.78	\$26.71	\$33.39	\$40.07	0.50%
City of Springdale, AR	Match	\$24.52	\$22.42	\$28.02	\$33.63	\$24.52	\$22.42	\$28.02	\$33.63	0.50%
CompAnalyst	Match	\$34.14	\$26.78	\$33.48	\$40.18	\$34.14	\$26.78	\$33.48	\$40.18	0.50%
Compdata	Match	\$33.39	\$25.96	\$32.45	\$38.94	\$33.39	\$25.96	\$32.45	\$38.94	0.50%
DOL - BLS - NWA	Match	\$31.53	\$25.63	\$32.04	\$38.45	\$31.53	\$25.63	\$32.04	\$38.45	0.50%
NOARK 2023	Match	\$31.74	\$24.53	\$30.66	\$36.79	\$31.74	\$24.53	\$30.66	\$36.79	0.50%
Averages	Match	\$30.06	\$25.04	\$31.38	\$37.62	\$29.94	\$24.93	\$31.24	\$37.46	0.50%
City of Fayetteville, AR	Match					\$29.06	\$25.66	\$30.91	\$38.33	0.49%
						\$ Difference	\$-0.88	\$0.73	\$-0.33	\$0.87
						% Difference	-3.03%	2.84%	-1.07%	2.27%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		46 - GIS MANAGER								
Job Description and Qualifications:										
Supervise the collection and assignment of addresses and other geographical information critical for E 911 dispatchers and other emergency service related geography. Manage the City's GIS website and mobile mapping applications. Supervise GIS modeling of City water, sewer and stormwater networks.										
Education						FLSA				
B.S./B.A Degree in GIS or related field						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
2 years						Information Technologies (370)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$42.89	\$30.12	\$40.70	\$51.28	\$42.89	\$30.12	\$40.70	\$51.28	0.70%
City of Jonesboro, AR	Match	\$31.09	\$23.02	\$28.77	\$35.92	\$31.71	\$23.48	\$29.35	\$36.64	0.56%
City of Lawrence, KS	Match	\$52.70	\$39.32	\$47.80	\$58.14	\$50.07	\$37.35	\$45.41	\$55.23	0.48%
City of Rogers, AR	Match	\$43.01	\$34.59	\$43.23	\$54.04	\$43.01	\$34.59	\$43.23	\$54.04	0.56%
City of Springdale, AR	Match	\$39.90	\$28.37	\$35.46	\$42.56	\$39.90	\$28.37	\$35.46	\$42.56	0.50%
CompAnalyst	Match	\$48.91	\$38.14	\$47.68	\$57.22	\$48.91	\$38.14	\$47.68	\$57.22	0.50%
Compdata	Match	\$47.41	\$37.00	\$46.25	\$55.50	\$47.41	\$37.00	\$46.25	\$55.50	0.50%
DOL - BLS - NWA	Match	\$46.71	\$36.34	\$45.42	\$54.50	\$46.71	\$36.34	\$45.42	\$54.50	0.50%
NOARK 2023	Match	\$44.32	\$35.09	\$43.86	\$52.63	\$44.32	\$35.09	\$43.86	\$52.63	0.50%
Averages	Match	\$44.10	\$33.55	\$42.13	\$51.31	\$43.88	\$33.39	\$41.93	\$51.07	0.53%
City of Fayetteville, AR	Match					\$46.69	\$34.79	\$41.92	\$51.98	0.49%
						\$ Difference	\$2.81	\$1.40	\$-0.01	\$0.91
						% Difference	6.02%	4.02%	-0.02%	1.75%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		47 - GIS TECHNICIAN								
Job Description and Qualifications:										
Develop and maintain an accurate and current pavement center-line database, land records system, address location system, water/sewer and storm water utility database and GIS information.										
Education						FLSA				
H.S. Diploma or GED and 2 Years College						Non- Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
Bachelor's Degree in GIS or related field and 1 year of experience										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$22.63	\$20.57	\$25.72	\$30.86	\$22.63	\$20.57	\$25.72	\$30.86	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$22.69	\$22.69	\$28.95	\$33.54	\$21.56	\$21.56	\$27.50	\$31.86	0.48%
City of Rogers, AR	Match	\$28.62	\$20.17	\$25.21	\$31.51	\$28.62	\$20.17	\$25.21	\$31.51	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$28.27	\$21.59	\$26.99	\$32.39	\$28.27	\$21.59	\$26.99	\$32.39	0.50%
NOARK 2023	Match	\$26.75	\$20.40	\$25.50	\$30.60	\$26.75	\$20.40	\$25.50	\$30.60	0.50%
Averages	Match	\$25.79	\$21.08	\$26.47	\$31.78	\$25.57	\$20.86	\$26.18	\$31.44	0.51%
City of Fayetteville, AR	Match					\$30.99	\$20.74	\$24.99	\$30.99	0.49%
						\$ Difference	\$5.42	\$-0.12	\$-1.19	\$-0.45
						% Difference	17.49%	-0.58%	-4.76%	-1.45%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	48 - HORTICULTURAL ASSISTANT II									
Job Description and Qualifications:										
Assist with cultivation and care of flowers, plants, shrubs and trees on city public spaces. Assist with design of gardens and public spaces. Assist in selection and acquisition of appropriate plant materials for public spaces.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Parks (120)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$16.70	\$14.91	\$18.67	\$22.43	\$16.70	\$14.91	\$18.67	\$22.43	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$19.89	\$20.01	\$24.32	\$29.58	\$18.90	\$19.01	\$23.10	\$28.10	0.48%
City of Rogers, AR	Match	\$17.25	\$15.56	\$19.44	\$24.31	\$17.25	\$15.56	\$19.44	\$24.31	0.56%
City of Springdale, AR	More	\$20.59	\$20.59	\$25.73	\$30.88	\$20.59	\$20.59	\$25.73	\$30.88	0.50%
DOL - BLS - NWA	Match	\$18.74	\$16.28	\$20.35	\$24.42	\$18.74	\$16.28	\$20.35	\$24.42	0.50%
NOARK 2023	Match	\$18.25	\$16.03	\$20.04	\$24.05	\$18.25	\$16.03	\$20.04	\$24.05	0.50%
Averages	Match	\$18.57	\$17.23	\$21.42	\$25.95	\$18.40	\$17.06	\$21.22	\$25.70	0.51%
City of Fayetteville, AR	Match					\$17.63	\$15.71	\$18.93	\$23.47	0.49%
						\$ Difference	\$-0.77	\$-1.35	\$-2.29	\$-2.23
						% Difference	-4.37%	-8.59%	-12.10%	-9.50%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	49 - HUMAN RESOURCES DIRECTOR									
Job Description and Qualifications:										
Management and oversight for City's Human Resources Department. Creation and interpretation of the City's HR policies. HR Functional management of employee compensation, benefits, recruitment, retention, personnel records, EEOC charges, EEO compliance, FLSA, Employee Training, FMLA, Discrimination laws and ADA.										
Education						FLSA				
Bachelor's Degree in HR Mgmt. or related field.						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
3 years						Human Resources (390)				
Certificates & Licenses										
Professional HR Certification Desirable										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$54.88	\$39.54	\$53.44	\$67.33	\$54.88	\$39.54	\$53.44	\$67.33	0.70%
City of Jonesboro, AR	Match	\$40.99	\$33.46	\$41.83	\$52.22	\$41.81	\$34.13	\$42.67	\$53.26	0.56%
City of Lawrence, KS	Match	\$61.49	\$58.56	\$71.18	\$86.57	\$58.42	\$55.63	\$67.62	\$82.24	0.48%
City of Rogers, AR	Match	\$59.04	\$46.12	\$57.65	\$72.06	\$59.04	\$46.12	\$57.65	\$72.06	0.56%
City of Springdale, AR	Match	\$54.12	\$39.36	\$49.20	\$59.04	\$54.12	\$39.36	\$49.20	\$59.04	0.50%
CompAnalyst	Match	\$64.70	\$51.00	\$63.75	\$76.50	\$64.70	\$51.00	\$63.75	\$76.50	0.50%
Compdata	Match	\$63.07	\$49.46	\$61.83	\$74.20	\$63.07	\$49.46	\$61.83	\$74.20	0.50%
DOL - BLS - NWA	Match	\$69.06	\$52.41	\$65.51	\$78.61	\$69.06	\$52.41	\$65.51	\$78.61	0.50%
NOARK 2023	Match	\$64.88	\$52.18	\$65.22	\$78.26	\$64.88	\$52.18	\$65.22	\$78.26	0.50%
Averages	Match	\$59.14	\$46.90	\$58.85	\$71.64	\$58.89	\$46.65	\$58.54	\$71.28	0.53%
City of Fayetteville, AR	Match					\$58.45	\$44.63	\$53.77	\$66.67	0.49%
						\$ Difference	\$-0.44	\$-2.02	\$-4.77	\$-4.61
						% Difference	-0.75%	-4.53%	-8.87%	-6.91%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		50 - HUMAN RESOURCES GENERALIST								
Job Description and Qualifications:										
Participate in the development and implementation of HR goals, objectives, policies and priorities. Coordinate HR programs and activities including: performance management, drug screening, recruiting, and benefits.										
Education						FLSA				
Bachelor's Degree in HR Mgmt. or related field.						Exempt				
Related Experience						Supervisory Position				
5 years						Non-Supervisory				
Management Experience						Department				
2 years						Human Resources (390)				
Certificates & Licenses										
PHR or SHRM-CP desirable.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$29.93	\$23.94	\$29.93	\$35.91	\$29.93	\$23.94	\$29.93	\$35.91	0.50%
City of Jonesboro, AR	Match	\$20.97	\$18.23	\$22.79	\$28.45	\$21.39	\$18.59	\$23.25	\$29.02	0.56%
City of Lawrence, KS	Match	\$32.92	\$27.45	\$35.03	\$40.58	\$31.27	\$26.08	\$33.28	\$38.55	0.48%
City of Rogers, AR	Match	\$27.58	\$25.36	\$31.70	\$39.62	\$27.58	\$25.36	\$31.70	\$39.62	0.56%
City of Springdale, AR	More	\$32.34	\$26.54	\$33.17	\$39.81	\$32.34	\$26.54	\$33.17	\$39.81	0.50%
CompAnalyst	Match	\$32.98	\$25.86	\$32.33	\$38.80	\$32.98	\$25.86	\$32.33	\$38.80	0.50%
Compdata	Match	\$31.35	\$24.69	\$30.86	\$37.03	\$31.35	\$24.69	\$30.86	\$37.03	0.50%
DOL - BLS - NWA	Match	\$38.33	\$28.54	\$35.68	\$42.82	\$38.33	\$28.54	\$35.68	\$42.82	0.50%
NOARK 2023	Match	\$34.50	\$27.90	\$34.88	\$41.86	\$34.50	\$27.90	\$34.88	\$41.86	0.50%
Averages	Match	\$31.21	\$25.39	\$31.82	\$38.32	\$31.07	\$25.28	\$31.67	\$38.16	0.51%
City of Fayetteville, AR	Match					\$30.91	\$25.66	\$30.91	\$38.33	0.49%
						\$ Difference	\$-0.16	\$0.38	\$-0.76	\$0.17
						% Difference	-0.52%	1.48%	-2.46%	0.44%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		51 - INFORMATION TECHNOLOGIES DIRECTOR								
Job Description and Qualifications:										
Responsible for day-to-day operations, maintenance, security and performance of the City's information technology infrastructure and applications, including GIS and Communications (telephony, VOIP, cell phones, wireless functionality).										
Education						FLSA				
B.S. / B.A. related field Prefer I.T. Degree						Exempt				
Related Experience						Supervisory Position				
7 years						Supervisory				
Management Experience						Department				
5 years						Information Technologies (370)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$49.06	\$39.54	\$53.44	\$67.33	\$49.06	\$39.54	\$53.44	\$67.33	0.70%
City of Jonesboro, AR	Match	\$38.48	\$33.46	\$41.83	\$52.22	\$39.25	\$34.13	\$42.67	\$53.26	0.56%
City of Lawrence, KS	Match	\$74.57	\$64.42	\$78.30	\$95.24	\$70.84	\$61.20	\$74.38	\$90.48	0.48%
City of Rogers, AR	Match	\$55.28	\$46.12	\$57.65	\$72.06	\$55.28	\$46.12	\$57.65	\$72.06	0.56%
City of Springdale, AR	Match	\$56.64	\$41.19	\$51.49	\$61.79	\$56.64	\$41.19	\$51.49	\$61.79	0.50%
CompAnalyst	Match	\$66.33	\$53.02	\$66.28	\$79.54	\$66.33	\$53.02	\$66.28	\$79.54	0.50%
Compdata	Match	\$65.03	\$51.42	\$64.28	\$77.14	\$65.03	\$51.42	\$64.28	\$77.14	0.50%
DOL - BLS - NWA	Match	\$75.83	\$56.94	\$71.18	\$85.42	\$75.83	\$56.94	\$71.18	\$85.42	0.50%
NOARK 2023	Match	\$65.35	\$52.98	\$66.22	\$79.46	\$65.35	\$52.98	\$66.22	\$79.46	0.50%
Averages	Match	\$60.73	\$48.79	\$61.19	\$74.47	\$60.40	\$48.50	\$60.84	\$74.05	0.53%
City of Fayetteville, AR	Match					\$62.23	\$46.68	\$56.24	\$69.74	0.49%
						\$ Difference	\$1.83	\$-1.82	\$-4.60	\$-4.31
						% Difference	2.94%	-3.90%	-8.18%	-6.18%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		52 - INSPECTOR-COMMERCIAL & RESIDENTIAL								
Job Description and Qualifications:										
Review permit applications, drawings, and specifications for code and ordinance compliance. Inspect residential and commercial building during construction of new buildings, alternations, additions & repairs.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Building Safety (220)				
Certificates & Licenses										
ICC Certification AR State Plumbing, Electrical and Mechanical Inspection Lics.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$29.32	\$22.82	\$28.53	\$34.23	\$29.32	\$22.82	\$28.53	\$34.23	0.50%
City of Jonesboro, AR	Match	\$20.11	\$17.36	\$21.70	\$27.10	\$20.51	\$17.71	\$22.13	\$27.64	0.56%
City of Lawrence, KS	Match	\$30.46	\$22.69	\$30.35	\$36.91	\$28.94	\$21.56	\$28.83	\$35.06	0.63%
City of Rogers, AR	Match	\$21.99	\$20.17	\$25.21	\$31.51	\$21.99	\$20.17	\$25.21	\$31.51	0.56%
City of Springdale, AR	Match	\$19.88	\$17.84	\$22.30	\$26.76	\$19.88	\$17.84	\$22.30	\$26.76	0.50%
DOL - BLS - NWA	Match	\$28.30	\$21.04	\$26.30	\$31.56	\$28.30	\$21.04	\$26.30	\$31.56	0.50%
NOARK 2023	Match	\$24.15	\$20.34	\$25.42	\$30.50	\$24.15	\$20.34	\$25.42	\$30.50	0.50%
Averages	Match	\$24.89	\$20.32	\$25.69	\$31.22	\$24.73	\$20.21	\$25.53	\$31.04	0.54%
City of Fayetteville, AR	Match					\$23.97	\$20.74	\$24.99	\$30.99	0.49%
						\$ Difference	\$-0.76	\$0.53	\$-0.54	\$-0.05
						% Difference	-3.17%	2.56%	-2.16%	-0.16%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		53 - INTERNAL AUDITOR								
Job Description and Qualifications:										
The scope of internal audit encompasses the examination and evaluation of the adequacy and effectiveness of the City's governance, risk management process system of internal control structure and the quality of performance in carrying-out assigned responsibilities to achieve organization's stated goals and objectives.										
Education						FLSA				
B.S. / B.A. Accounting, Finance or related field						Exempt				
Related Experience						Supervisory Position				
5 years with 2 years of Auditing						Non-Supervisory				
Management Experience						Department				
						Internal Audit (315)				
Certificates & Licenses										
Prefer one of the following: Certified Internal Auditor, Certified Information Systems Audit or Certified Fraud Examiner,										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$39.88	\$30.12	\$40.70	\$51.28	\$39.88	\$30.12	\$40.70	\$51.28	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$42.03	\$35.11	\$44.81	\$51.91	\$39.93	\$33.35	\$42.57	\$49.31	0.48%
City of Rogers, AR	Match	\$37.04	\$32.28	\$40.35	\$50.44	\$37.04	\$32.28	\$40.35	\$50.44	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$40.80	\$32.38	\$40.48	\$48.58	\$40.80	\$32.38	\$40.48	\$48.58	0.50%
Compdata	Match	\$39.56	\$31.38	\$39.23	\$47.08	\$39.56	\$31.38	\$39.23	\$47.08	0.50%
DOL - BLS - NWA	Match	\$39.09	\$31.76	\$39.70	\$47.64	\$39.09	\$31.76	\$39.70	\$47.64	0.50%
NOARK 2023	Match	\$39.64	\$32.57	\$40.71	\$48.85	\$39.64	\$32.57	\$40.71	\$48.85	0.50%
Averages	Match	\$39.72	\$32.23	\$40.85	\$49.40	\$39.42	\$31.98	\$40.53	\$49.03	0.53%
City of Fayetteville, AR	Match					\$37.80	\$32.87	\$39.60	\$49.10	0.49%
						\$ Difference	\$-1.62	\$0.89	\$-0.93	\$0.07
						% Difference	-4.29%	2.71%	-2.35%	0.14%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	54 - LEAD MAINTENANCE WORKER GROUNDS - PARKS									
Job Description and Qualifications:										
Perform supervisory responsibilities which may include training employees; planning, assigning, and directing work; appraising performance, addressing complaints and resolving problems. Perform ground maintenance including mowing, string trimming, edging, blowing, mulching, and chemical applications including pest and weed management. Responsible for crew maintaining all equipment and material used on a daily basis. Utilize design plans and locator equipment to troubleshoot and repair irrigation leaks. Prepare daily reports to record materials, labor hours and equipment for system entry.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory				
Management Experience						Department				
						Park Operations (645)				
Certificates & Licenses										
Must possess a valid driver's license. Must possess or have the ability to obtain a valid Class A Commercial Driver's License within 120 days of hire date.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$24.84	\$19.45	\$24.31	\$29.17	\$24.84	\$19.45	\$24.31	\$29.17	0.50%
City of Jonesboro, AR	Match	\$30.77	\$23.02	\$28.77	\$35.92	\$31.39	\$23.48	\$29.35	\$36.64	0.56%
City of Lawrence, KS	Match	\$26.28	\$22.69	\$27.57	\$33.54	\$24.97	\$21.56	\$26.19	\$31.86	0.48%
City of Rogers, AR	Match	\$19.42	\$17.86	\$22.33	\$27.91	\$19.42	\$17.86	\$22.33	\$27.91	0.56%
City of Springdale, AR	Match	\$19.29	\$17.84	\$22.30	\$26.76	\$19.29	\$17.84	\$22.30	\$26.76	0.50%
DOL - BLS - NWA	Match	\$22.34	\$17.86	\$22.32	\$26.78	\$22.34	\$17.86	\$22.32	\$26.78	0.50%
NOARK 2023	Match	\$22.13	\$17.87	\$22.34	\$26.81	\$22.13	\$17.87	\$22.34	\$26.81	0.50%
Averages	Match	\$23.58	\$19.51	\$24.28	\$29.56	\$23.48	\$19.42	\$24.16	\$29.42	0.52%
City of Fayetteville, AR	Match					\$21.60	\$17.72	\$21.35	\$26.47	0.49%
						\$ Difference	\$-1.88	\$-1.70	\$-2.81	\$-2.95
						% Difference	-8.70%	-9.59%	-13.16%	-11.14%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	55 - MAINTENANCE WORKER II PARKS									
Job Description and Qualifications:										
Perform semi-skilled physical labor and operation of light and heavy duty equipment in the construction, maintenance and repair of park facilities. Mow grass and trim weeds on park grounds. Prune, trim or remove trees. Operate loaders, tree trimmers and other construction equipment as needed.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
1-6 Months						Non-Supervisory				
Management Experience						Department				
Not Required						Parks				
Certificates & Licenses										
Valid Driver's License.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$16.70	\$14.91	\$18.67	\$22.43	\$16.70	\$14.91	\$18.67	\$22.43	0.50%
City of Jonesboro, AR	Match	\$16.11	\$14.43	\$18.04	\$22.53	\$16.43	\$14.72	\$18.40	\$22.98	0.56%
City of Lawrence, KS	Match	\$22.70	\$18.75	\$22.79	\$27.73	\$21.57	\$17.81	\$21.65	\$26.34	0.48%
City of Rogers, AR	Match	\$17.27	\$14.40	\$18.00	\$22.50	\$17.27	\$14.40	\$18.00	\$22.50	0.56%
City of Springdale, AR	Match	\$15.92	\$15.09	\$18.87	\$22.64	\$15.92	\$15.09	\$18.87	\$22.64	0.50%
DOL - BLS - NWA	Match	\$17.55	\$13.59	\$16.99	\$20.39	\$17.55	\$13.59	\$16.99	\$20.39	0.50%
NOARK 2023	Match	\$17.94	\$13.60	\$17.00	\$20.40	\$17.94	\$13.60	\$17.00	\$20.40	0.50%
Averages	Match	\$17.74	\$14.97	\$18.62	\$22.66	\$17.63	\$14.87	\$18.51	\$22.53	0.51%
City of Fayetteville, AR	Match					\$17.05	\$13.86	\$16.70	\$20.71	0.49%
						\$ Difference	\$-0.58	\$-1.01	\$-1.81	\$-1.82
						% Difference	-3.40%	-7.29%	-10.84%	-8.79%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		56 - MAINTENANCE WORKER III PARKS								
Job Description and Qualifications:										
Perform various repairs and improvements as assigned using all types of equipment. Operate and maintain equipment. Assist as assigned in all aspects of the division including grounds maintenance, facilities maintenance, equipment maintenance, athletic field maintenance and urban forestry. Operate loaders, tree trimmers and other construction equipment as needed.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 years						Non-Supervisory				
Management Experience						Department				
						Parks (120)				
Certificates & Licenses										
Obtain a CDL license within six (6) months of hire										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$19.46	\$16.08	\$20.10	\$24.12	\$19.46	\$16.08	\$20.10	\$24.12	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$23.89	\$20.01	\$24.32	\$29.58	\$22.70	\$19.01	\$23.10	\$28.10	0.48%
City of Rogers, AR	Match	\$18.13	\$15.56	\$19.44	\$24.31	\$18.13	\$15.56	\$19.44	\$24.31	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$19.74	\$15.62	\$19.53	\$23.44	\$19.74	\$15.62	\$19.53	\$23.44	0.50%
NOARK 2023	Match	\$19.60	\$15.53	\$19.41	\$23.29	\$19.60	\$15.53	\$19.41	\$23.29	0.50%
Averages	Match	\$20.16	\$16.56	\$20.56	\$24.95	\$19.93	\$16.36	\$20.32	\$24.65	0.51%
City of Fayetteville, AR	Match					\$17.79	\$15.21	\$18.32	\$22.72	0.49%
						\$ Difference	\$-2.14	\$-1.15	\$-2.00	\$-1.93
						% Difference	-12.03%	-7.56%	-10.92%	-8.49%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	57 - MAINTENANCE WORKER III TRANSPORTATION									
Job Description and Qualifications:										
Perform hand labor for asphalt, concrete or other material as needed. Operate concrete saws to make necessary cuts in order to continue work flow. Operate loader, tree trimmer, chainsaw, chipper, compactor and other equipment as needed. Perform traffic control. Train on use of heavy equipment.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
						Non-Supervisory				
Management Experience						Department				
						Transportation (130)				
Certificates & Licenses										
Class B CDL within 120 days										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$19.06	\$16.08	\$20.10	\$24.12	\$19.06	\$16.08	\$20.10	\$24.12	0.50%
City of Jonesboro, AR	Match	\$15.48	\$15.10	\$18.87	\$23.56	\$15.79	\$15.40	\$19.25	\$24.03	0.56%
City of Lawrence, KS	Match	\$22.88	\$20.01	\$24.32	\$29.58	\$21.74	\$19.01	\$23.10	\$28.10	0.48%
City of Rogers, AR	Match	\$18.16	\$15.56	\$19.44	\$24.31	\$18.16	\$15.56	\$19.44	\$24.31	0.56%
City of Springdale, AR	Match	\$18.51	\$15.09	\$19.51	\$24.01	\$18.51	\$15.09	\$19.51	\$24.01	0.59%
DOL - BLS - NWA	Match	\$19.74	\$15.62	\$19.53	\$23.44	\$19.74	\$15.62	\$19.53	\$23.44	0.50%
NOARK 2023	Match	\$19.60	\$15.53	\$19.41	\$23.29	\$19.60	\$15.53	\$19.41	\$23.29	0.50%
Averages	Match	\$19.06	\$16.14	\$20.17	\$24.62	\$18.94	\$16.04	\$20.05	\$24.47	0.53%
City of Fayetteville, AR	Match					\$17.48	\$15.21	\$18.32	\$22.72	0.49%
						\$ Difference	\$-1.46	\$-0.83	\$-1.73	\$-1.75
						% Difference	-8.35%	-5.46%	-9.44%	-7.70%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		58 - MAINTENANCE WORKER III WATER SEWER								
Job Description and Qualifications:										
Fix water and sewer leaks in order to keep the City's water lines intact and in good working order. Install mains for both water and sewer and install water and sewer taps. Maintain truck, equipment and related tools. Drive backhoe and dump truck as assigned.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
6 months						Non-Supervisory				
Management Experience						Department				
						Water & Sewer (160)				
Certificates & Licenses										
Class A CDL with tanker endorsement within 6 months										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$25.96	\$19.07	\$23.28	\$27.48	\$25.96	\$19.07	\$23.28	\$27.48	0.44%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$27.60	\$22.69	\$27.57	\$33.54	\$26.22	\$21.56	\$26.19	\$31.86	0.48%
City of Rogers, AR	Match	\$19.74	\$18.08	\$22.59	\$27.11	\$19.74	\$18.08	\$22.59	\$27.11	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$21.66	\$17.97	\$22.46	\$26.95	\$21.66	\$17.97	\$22.46	\$26.95	0.50%
NOARK 2023	Match	\$21.79	\$17.04	\$21.30	\$25.56	\$21.79	\$17.04	\$21.30	\$25.56	0.50%
Averages	Match	\$23.35	\$18.97	\$23.44	\$28.13	\$23.07	\$18.74	\$23.16	\$27.79	0.48%
City of Fayetteville, AR	Match					\$18.76	\$17.72	\$21.35	\$26.47	0.49%
						\$ Difference	\$-4.31	\$-1.02	\$-1.81	\$-1.32
						% Difference	-22.97%	-5.76%	-8.48%	-4.99%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	59 - MAINTENANCE WORKER IV CONCRETE									
Job Description and Qualifications:										
Provide supervision of Maintenance III and other workers in the absence of the Crew Leader or lead workers. Operate heavy construction equipment such as: backhoe, bobcat, skid loader, dump truck, front end loader and slipform paver. Assist and/or lead in all aspects of the division. Assist with basic grades construction of sidewalks, street, trails and drainage. Perform basic carpentry and concrete finishing skills. Move equipment and materials to and from job sites. Maintain equipment through daily maintenance, check and grease applications.										
Education						FLSA				
High school diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
18 months						Non-Supervisory				
Management Experience						Department				
						Transportation (130)				
Certificates & Licenses										
Valid Driver's License. Possess or obtain CDL within 120 days of hire date.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$20.46	\$17.20	\$21.50	\$25.80	\$20.46	\$17.20	\$21.50	\$25.80	0.50%
City of Jonesboro, AR	Match	\$17.92	\$15.52	\$19.40	\$24.22	\$18.28	\$15.83	\$19.79	\$24.70	0.56%
City of Lawrence, KS	Match	\$24.45	\$21.25	\$25.83	\$31.42	\$23.23	\$20.19	\$24.54	\$29.85	0.48%
City of Rogers, AR	Match	\$19.35	\$16.82	\$21.02	\$25.22	\$19.35	\$16.82	\$21.02	\$25.22	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$23.08	\$18.30	\$22.88	\$27.46	\$23.08	\$18.30	\$22.88	\$27.46	0.50%
NOARK 2023	Match	\$19.46	\$16.68	\$20.85	\$25.02	\$19.46	\$16.68	\$20.85	\$25.02	0.50%
Averages	Match	\$20.79	\$17.63	\$21.91	\$26.52	\$20.64	\$17.50	\$21.76	\$26.34	0.50%
City of Fayetteville, AR	Match					\$18.43	\$16.72	\$20.15	\$24.99	0.49%
						\$ Difference	\$-2.21	\$-0.78	\$-1.61	\$-1.35
						% Difference	-11.99%	-4.67%	-7.99%	-5.40%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		60 - MAINTENANCE WORKER IV WATER & SEWER LICENSED								
Job Description and Qualifications:										
Assist Supervisor with the planning and preparation of jobs. Function as supervisor in the absence of the foreman. Maintain and operate equipment, and drive dump trucks. Know and understand other utility markings. Communicate with the public in a professional manner.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Water & Sewer (160)				
Certificates & Licenses										
Grade I Water Distribution License. Arkansas Class I Wastewater License within two years										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$29.11	\$20.42	\$24.80	\$29.17	\$29.11	\$20.42	\$24.80	\$29.17	0.43%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$28.41	\$22.69	\$28.95	\$33.54	\$26.99	\$21.56	\$27.50	\$31.86	0.48%
City of Rogers, AR	Match	\$22.05	\$18.57	\$23.22	\$27.86	\$22.05	\$18.57	\$23.22	\$27.86	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$23.20	\$19.49	\$24.36	\$29.23	\$23.20	\$19.49	\$24.36	\$29.23	0.50%
NOARK 2023	Match	\$22.28	\$18.74	\$23.43	\$28.12	\$22.28	\$18.74	\$23.43	\$28.12	0.50%
Averages	Match	\$25.01	\$19.98	\$24.95	\$29.58	\$24.73	\$19.76	\$24.66	\$29.25	0.48%
City of Fayetteville, AR	Match					\$21.86	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-2.87	\$-1.03	\$-2.09	\$-1.26
						% Difference	-13.13%	-5.50%	-9.26%	-4.50%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	61 - METER MAINTENANCE TECHNICIAN									
Job Description and Qualifications:										
Test meters and keep accurate data of each meter. Rebuild and make necessary repairs of meters after testing and failure of standard requirements. Install large commercial size meters. Connect high tech reading devices to meters in order to facilitate electronic data exchange.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 Years						Non-Supervisory				
Management Experience						Department				
Not Required						W&S METER				
Certificates & Licenses										
Must possess a valid Drivers License. Ability to obtain certificates from various meter repair and testing seminars throughout time in the position.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$26.22	\$20.57	\$25.71	\$30.85	\$26.22	\$20.57	\$25.71	\$30.85	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$29.82	\$22.69	\$28.95	\$33.54	\$28.33	\$21.56	\$27.50	\$31.86	0.48%
City of Rogers, AR	Match	\$24.96	\$18.57	\$23.22	\$27.86	\$24.96	\$18.57	\$23.22	\$27.86	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$26.35	\$19.49	\$24.36	\$29.23	\$26.35	\$19.49	\$24.36	\$29.23	0.50%
NOARK 2023	Match	\$24.70	\$19.19	\$23.99	\$28.79	\$24.70	\$19.19	\$23.99	\$28.79	0.50%
Averages	Match	\$26.41	\$20.10	\$25.25	\$30.05	\$26.11	\$19.88	\$24.96	\$29.72	0.50%
City of Fayetteville, AR	Match					\$25.56	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-0.55	\$-1.15	\$-2.39	\$-1.73
						% Difference	-2.15%	-6.14%	-10.59%	-6.18%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		62 - METER READER								
Job Description and Qualifications:										
Responsible for reading water meters. Assist with turnons and turnoffs and perform minor meter maintenance. Assist with customer service related jobs such as connecting and disconnecting water meters.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
1-6 Months						Non-Supervisory				
Management Experience						Department				
Not Required						W/S Services - Meter (430)				
Certificates & Licenses										
Must possess a valid Drivers License										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$17.66	\$14.91	\$18.67	\$22.43	\$17.66	\$14.91	\$18.67	\$22.43	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$23.29	\$20.01	\$24.32	\$29.58	\$22.13	\$19.01	\$23.10	\$28.10	0.48%
City of Rogers, AR	Match	\$17.75	\$15.66	\$19.58	\$23.49	\$17.75	\$15.66	\$19.58	\$23.49	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$20.31	\$16.22	\$20.28	\$24.34	\$20.31	\$16.22	\$20.28	\$24.34	0.50%
NOARK 2023	Match	\$18.25	\$16.07	\$20.09	\$24.11	\$18.25	\$16.07	\$20.09	\$24.11	0.50%
Averages	Match	\$19.45	\$16.57	\$20.59	\$24.79	\$19.22	\$16.37	\$20.34	\$24.49	0.50%
City of Fayetteville, AR	Match					\$17.90	\$15.71	\$18.93	\$23.47	0.49%
						\$ Difference	\$-1.32	\$-0.66	\$-1.41	\$-1.02
						% Difference	-7.37%	-4.20%	-7.45%	-4.35%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		63 - NETWORK ANALYST								
Job Description and Qualifications:										
Maintain and administer the Local Area Network (LAN) and Wide Area Network (WAN). Install and configure routing and switching devices. Administer and maintain the Voice Over IP (VoIP) Telephony system including upgrades, call handlers, adds, moves and changes, etc. Manage all wireless devices/services.										
Education						FLSA				
High School Plus Specialized Schooling						Exempt				
Related Experience						Supervisory Position				
7 Years						Non-Supervisory				
Management Experience						Department				
Not Required						IT				
Certificates & Licenses										
Must possess a valid Drivers license.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$31.84	\$26.75	\$33.44	\$40.12	\$31.84	\$26.75	\$33.44	\$40.12	0.50%
City of Jonesboro, AR	Match	\$32.19	\$24.76	\$30.95	\$38.64	\$32.83	\$25.26	\$31.57	\$39.41	0.56%
City of Lawrence, KS	Match	\$35.99	\$35.11	\$42.68	\$51.91	\$34.19	\$33.35	\$40.55	\$49.31	0.48%
City of Rogers, AR	Match	\$31.78	\$27.67	\$34.58	\$43.23	\$31.78	\$27.67	\$34.58	\$43.23	0.56%
City of Springdale, AR	Match	\$33.20	\$28.37	\$35.46	\$42.56	\$33.20	\$28.37	\$35.46	\$42.56	0.50%
CompAnalyst	Match	\$34.62	\$27.58	\$34.47	\$41.36	\$34.62	\$27.58	\$34.47	\$41.36	0.50%
Compdata	Match	\$33.56	\$26.73	\$33.41	\$40.09	\$33.56	\$26.73	\$33.41	\$40.09	0.50%
DOL - BLS - NWA	Match	\$35.37	\$28.49	\$35.61	\$42.73	\$35.37	\$28.49	\$35.61	\$42.73	0.50%
NOARK 2023	Match	\$32.73	\$26.58	\$33.22	\$39.86	\$32.73	\$26.58	\$33.22	\$39.86	0.50%
Averages	Match	\$33.48	\$28.00	\$34.87	\$42.28	\$33.35	\$27.86	\$34.70	\$42.08	0.51%
City of Fayetteville, AR	Match					\$31.65	\$27.11	\$32.66	\$40.50	0.49%
						\$ Difference	\$-1.70	\$-0.75	\$-2.04	\$-1.58
						% Difference	-5.37%	-2.77%	-6.25%	-3.90%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		64 - NETWORK ENGINEER								
Job Description and Qualifications:										
Design, analyze, implement and maintain LAN/WAN systems for optimal data integrity, reliability and speed. Troubleshoot network, server, user management and other computer related problems.										
Education						FLSA				
H.S. Diploma or B.S./ B.A. related field						Exempt				
Related Experience						Supervisory Position				
10 years or 5 years with BS/BA						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$37.94	\$26.98	\$36.46	\$45.94	\$37.94	\$26.98	\$36.46	\$45.94	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$53.53	\$44.04	\$53.53	\$65.11	\$50.85	\$41.84	\$50.85	\$61.85	0.48%
City of Rogers, AR	Match	\$43.01	\$34.59	\$43.23	\$54.04	\$43.01	\$34.59	\$43.23	\$54.04	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$47.78	\$38.05	\$47.56	\$57.07	\$47.78	\$38.05	\$47.56	\$57.07	0.50%
Compdata	Match	\$46.49	\$37.03	\$46.29	\$55.55	\$46.49	\$37.03	\$46.29	\$55.55	0.50%
DOL - BLS - NWA	Match	\$43.60	\$33.89	\$42.36	\$50.83	\$43.60	\$33.89	\$42.36	\$50.83	0.50%
NOARK 2023	Match	\$41.61	\$32.26	\$40.33	\$48.40	\$41.61	\$32.26	\$40.33	\$48.40	0.50%
Averages	Match	\$44.85	\$35.26	\$44.25	\$53.85	\$44.47	\$34.95	\$43.87	\$53.38	0.53%
City of Fayetteville, AR	Match					\$49.08	\$32.87	\$39.60	\$49.10	0.49%
						\$ Difference	\$4.61	\$-2.08	\$-4.27	\$-4.28
						% Difference	9.39%	-6.33%	-10.78%	-8.72%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	65 - OPERATIONS ASSISTANT - TRANSPORTATION									
Job Description and Qualifications:										
Provide customer service by handling telephone calls, greeting visitors, and dispatching requests of service. Data entry of daily work orders and maintenance of databases. Respond to communication from public and internal sources; input and monitor service requests. Obtain quotes, prepare payment requests, submit purchase requisitions, procurement card requests, and place orders for materials and supplies. Reconciliation of procurement card purchases. Maintain office supplies, check-in deliveries, and coordinate the loaning of equipment to various activity groups. Assist with Division Safety Program.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
Not Required						Transportation				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$18.34	\$14.91	\$18.67	\$22.43	\$18.34	\$14.91	\$18.67	\$22.43	0.50%
City of Jonesboro, AR	Match	\$28.45	\$18.23	\$22.79	\$28.45	\$29.02	\$18.59	\$23.25	\$29.02	0.56%
City of Lawrence, KS	Match	\$22.86	\$20.01	\$24.32	\$29.58	\$21.72	\$19.01	\$23.10	\$28.10	0.48%
City of Rogers, AR	Match	\$19.76	\$15.56	\$19.44	\$24.31	\$19.76	\$15.56	\$19.44	\$24.31	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$20.35	\$16.21	\$20.26	\$24.31	\$20.35	\$16.21	\$20.26	\$24.31	0.50%
NOARK 2023	Match	\$20.01	\$16.46	\$20.57	\$24.68	\$20.01	\$16.46	\$20.57	\$24.68	0.50%
Averages	Match	\$21.63	\$16.90	\$21.01	\$25.63	\$21.53	\$16.79	\$20.88	\$25.48	0.52%
City of Fayetteville, AR	Match					\$19.47	\$15.71	\$18.93	\$23.47	0.49%
						\$ Difference	\$-2.06	\$-1.08	\$-1.95	\$-2.00
						% Difference	-10.58%	-6.87%	-10.30%	-8.52%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	66 - PARK OPERATIONS DIRECTOR									
Job Description and Qualifications:										
Plan, administer and supervise Parks Operations Division. This work includes oversight of programs for ground and trail maintenance, athletic fields, turf grass, urban forestry, horticulture, public lands, swimming pool, park facilities and capital improvements.										
Education						FLSA				
B.S./B.A degree in related field						Exempt				
Related Experience						Supervisory Position				
4 years						Supervisory				
Management Experience						Department				
3 years						Park Operations (658)				
Certificates & Licenses										
National Playground Safety Inspection Certification, Certified Pool Operator within 2 years										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$50.90	\$33.26	\$44.95	\$56.63	\$50.90	\$33.26	\$44.95	\$56.63	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$56.23	\$44.04	\$56.21	\$65.11	\$53.42	\$41.84	\$53.40	\$61.85	0.48%
City of Rogers, AR	Match	\$50.25	\$36.89	\$46.12	\$57.64	\$50.25	\$36.89	\$46.12	\$57.64	0.56%
City of Springdale, AR	Less	\$34.92	\$30.20	\$37.75	\$45.30	\$34.92	\$30.20	\$37.75	\$45.30	0.50%
CompAnalyst	Match	\$51.22	\$39.31	\$49.14	\$58.97	\$51.22	\$39.31	\$49.14	\$58.97	0.50%
Compdata	Match	\$49.73	\$38.95	\$48.69	\$58.43	\$49.73	\$38.95	\$48.69	\$58.43	0.50%
DOL - BLS - NWA	Match	\$49.79	\$37.84	\$47.30	\$56.76	\$49.79	\$37.84	\$47.30	\$56.76	0.50%
NOARK 2023	Match	\$48.83	\$36.12	\$45.15	\$54.18	\$48.83	\$36.12	\$45.15	\$54.18	0.50%
Averages	Match	\$48.98	\$37.08	\$46.91	\$56.63	\$48.63	\$36.80	\$46.56	\$56.22	0.53%
City of Fayetteville, AR	Match					\$52.83	\$36.71	\$44.23	\$54.85	0.49%
						\$ Difference	\$4.20	\$-0.09	\$-2.33	\$-1.37
						% Difference	7.95%	-0.25%	-5.27%	-2.50%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		67 - PARK PLANNING SUPERINTENDENT								
Job Description and Qualifications:										
Perform project management duties on assigned capital improvement projects (CIP) including park improvement and expansion projects, development of new and improved community facilities, and trail development.										
Education						FLSA				
Bachelor's degree (B.A. or B.S.) in Landscape Architecture or Engineering						Exempt				
Related Experience						Supervisory Position				
6 years						Supervisory				
Management Experience						Department				
2 years						Parks (120)				
Certificates & Licenses										
Arkansas Landscape Architect ure license or Professional Engineer ing license										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$38.63	\$30.12	\$40.70	\$51.28	\$38.63	\$30.12	\$40.70	\$51.28	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$46.21	\$36.16	\$46.15	\$53.45	\$43.90	\$34.35	\$43.84	\$50.78	0.48%
City of Rogers, AR	Match	\$38.87	\$29.97	\$37.47	\$46.83	\$38.87	\$29.97	\$37.47	\$46.83	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$42.41	\$30.22	\$37.77	\$45.32	\$42.41	\$30.22	\$37.77	\$45.32	0.50%
NOARK 2023	Match	\$42.56	\$30.78	\$38.48	\$46.18	\$42.56	\$30.78	\$38.48	\$46.18	0.50%
Averages	Match	\$42.26	\$31.86	\$40.40	\$48.82	\$41.27	\$31.09	\$39.65	\$48.08	0.53%
City of Fayetteville, AR	Match					\$46.03	\$30.95	\$37.29	\$46.24	0.49%
						\$ Difference	\$4.76	\$-0.14	\$-2.36	\$-1.84
						% Difference	10.34%	-0.45%	-6.33%	-3.98%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		68 - PARKING ENFORCEMENT OFFICER								
Job Description and Qualifications:										
Enforce laws, codes and city ordinance requirements for parking regulations. Inspect Downtown and Entertainment Districts for violations of various City codes including: parking regulations and compliance, residential parking ordinances, traffic regulations related to parking and pedestrian safety.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
						Parking (450)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$21.77	\$18.33	\$22.91	\$27.49	\$21.77	\$18.33	\$22.91	\$27.49	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$23.18	\$18.75	\$23.93	\$27.73	\$22.02	\$17.81	\$22.73	\$26.34	0.48%
City of Rogers, AR	Match	\$20.99	\$17.86	\$22.33	\$27.91	\$20.99	\$17.86	\$22.33	\$27.91	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$21.61	\$17.71	\$22.14	\$26.57	\$21.61	\$17.71	\$22.14	\$26.57	0.50%
NOARK 2023	Match	\$22.24	\$18.10	\$22.63	\$27.16	\$22.24	\$18.10	\$22.63	\$27.16	0.50%
Averages	Match	\$21.96	\$18.15	\$22.79	\$27.37	\$21.73	\$17.96	\$22.55	\$27.09	0.51%
City of Fayetteville, AR	Match					\$21.61	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-0.12	\$0.77	\$0.02	\$0.90
						% Difference	-0.56%	4.11%	0.09%	3.22%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		69 - PERMIT COORDINATOR								
Job Description and Qualifications:										
Primary responsibility for management and efficiency of the commercial and multi-review building permit program. Communicate with contractors and other customers the permit requirements for multi-review projects, verify that applications and attachments are complete and enter information into database.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						Building Safety (220)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$19.10	\$16.08	\$20.10	\$24.99	\$19.10	\$16.08	\$20.10	\$24.99	0.55%
City of Jonesboro, AR	Match	\$20.54	\$19.10	\$23.88	\$29.81	\$20.95	\$19.48	\$24.36	\$30.41	0.56%
City of Lawrence, KS	Match	\$27.64	\$20.63	\$25.07	\$30.49	\$26.26	\$19.60	\$23.82	\$28.97	0.48%
City of Rogers, AR	Match	\$21.01	\$19.02	\$23.77	\$29.71	\$21.01	\$19.02	\$23.77	\$29.71	0.56%
City of Springdale, AR	Match	\$16.98	\$15.09	\$18.87	\$22.64	\$16.98	\$15.09	\$18.87	\$22.64	0.50%
DOL - BLS - NWA	Match	\$20.71	\$17.44	\$21.80	\$26.16	\$20.71	\$17.44	\$21.80	\$26.16	0.50%
NOARK 2023	Match	\$20.82	\$16.46	\$20.57	\$24.68	\$20.82	\$16.46	\$20.57	\$24.68	0.50%
Averages	Match	\$20.97	\$17.69	\$22.01	\$26.93	\$20.83	\$17.60	\$21.90	\$26.79	0.52%
City of Fayetteville, AR	Match					\$19.53	\$16.72	\$20.15	\$24.99	0.49%
						\$ Difference	\$-1.30	\$-0.88	\$-1.75	\$-1.80
						% Difference	-6.66%	-5.26%	-8.68%	-7.20%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	70 - PLANNER									
Job Description and Qualifications:										
Prepare and present staff recommendations and reports regarding development within the City's jurisdiction at public meetings. Present projects to various committees, the Planning Commission and City Council. Conduct research on planning policy issues and best practices.										
Education						FLSA				
B.A. or B.S. in a related field						Exempt				
Related Experience						Supervisory Position				
						Non-Supervisory				
Management Experience						Department				
						Planning (230)				
Certificates & Licenses										
AICP Certification preferred										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$25.18	\$21.70	\$27.12	\$32.54	\$25.18	\$21.70	\$27.12	\$32.54	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$31.99	\$24.96	\$31.87	\$36.91	\$30.39	\$23.71	\$30.28	\$35.06	0.48%
City of Rogers, AR	Match	\$29.64	\$25.36	\$31.70	\$39.62	\$29.64	\$25.36	\$31.70	\$39.62	0.56%
City of Springdale, AR	Match	\$20.42	\$18.76	\$23.97	\$29.51	\$20.42	\$18.76	\$23.97	\$29.51	0.57%
DOL - BLS - NWA	Match	\$29.06	\$23.63	\$29.54	\$35.45	\$29.06	\$23.63	\$29.54	\$35.45	0.50%
NOARK 2023	Match	\$29.58	\$23.09	\$28.86	\$34.63	\$29.58	\$23.09	\$28.86	\$34.63	0.50%
Averages	Match	\$27.64	\$22.92	\$28.84	\$34.78	\$27.38	\$22.71	\$28.58	\$34.47	0.52%
City of Fayetteville, AR	Match					\$27.89	\$22.75	\$27.41	\$33.99	0.49%
						\$ Difference	\$0.51	\$0.04	\$-1.17	\$-0.48
						% Difference	1.83%	0.18%	-4.27%	-1.41%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	71 - POLICE CAPTAIN									
Job Description and Qualifications:										
Under the direction of the Deputy Chief, the incumbent is responsible for the daily operational functions of the City's Police Department. Assist the Deputy Chief in the planning, coordination, supervision, and evaluation of police department operations.										
Education						FLSA				
H.S. Diploma or GED						Exempt				
Related Experience						Supervisory Position				
9 -10 years						Supervisory				
Management Experience						Department				
5 years						Police (600)				
Certificates & Licenses										
Certified Law Enforcement Officer, ACIC and NCIC										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$58.09	\$34.52	\$44.85	\$55.18	\$58.09	\$34.52	\$44.85	\$55.18	0.60%
City of Jonesboro, AR	Match	\$43.85	\$36.22	\$38.26	\$42.99	\$44.73	\$36.94	\$39.03	\$43.85	0.19%
City of Lawrence, KS	Match	\$64.89	\$50.21	\$64.09	\$74.23	\$61.65	\$47.70	\$60.89	\$70.52	0.48%
City of Rogers, AR	Match	\$54.39	\$46.12	\$57.65	\$72.06	\$54.39	\$46.12	\$57.65	\$72.06	0.56%
City of Springdale, AR	Match	\$58.60	\$41.78	\$51.05	\$62.66	\$58.60	\$41.78	\$51.05	\$62.66	0.50%
CompAnalyst	Match	\$59.89	\$43.59	\$54.49	\$65.39	\$59.89	\$43.59	\$54.49	\$65.39	0.50%
Compdata	Match	\$58.15	\$42.29	\$52.86	\$63.43	\$58.15	\$42.29	\$52.86	\$63.43	0.50%
DOL - BLS - NWA	Match	\$64.02	\$46.56	\$58.20	\$69.84	\$64.02	\$46.56	\$58.20	\$69.84	0.50%
NOARK 2023										
Averages	Match	\$57.74	\$42.66	\$52.68	\$63.22	\$57.44	\$42.44	\$52.38	\$62.87	0.48%
City of Fayetteville, AR	Match					\$63.26	\$42.56	\$51.28	\$63.59	0.49%
						\$ Difference	\$5.82	\$0.12	\$-1.10	\$0.72
						% Difference	9.20%	0.28%	-2.15%	1.13%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		72 - POLICE CHIEF								
Job Description and Qualifications:										
Responsible for planning, organizing and directing activities of the Fayetteville Police Department to ensure effective enforcement of laws and ordinances. The Police Chief performs the functions and duties specified and set forth by City ordinance and civil service rules and regulations, as well as conduct responsibilities pursuant to state statutes and other related work as required under the general direction of the Mayor and City Council. Law enforcement procedures, state and federal laws and department policy and procedures govern this position.										
Education						FLSA				
B.S./B.A. Degree in Criminal Justice or related field						Exempt				
Related Experience						Supervisory Position				
11 years						Supervisory				
Management Experience						Department				
9 years						Police (600)				
Certificates & Licenses										
Advanced Law Enforcement Management or Executive Development Schooling, such as UofA Criminal Justice Institute, FBI National Academy, Police Executive Research Forum or Senior Management Institute										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$64.39	\$43.34	\$56.34	\$69.33	\$64.39	\$43.34	\$56.34	\$69.33	0.60%
City of Jonesboro, AR	Match	\$60.10	\$48.97	\$52.03	\$57.32	\$61.30	\$49.95	\$53.07	\$58.47	0.17%
City of Lawrence, KS	Match	\$80.54	\$69.57	\$86.69	\$102.86	\$76.51	\$66.09	\$82.36	\$97.72	0.48%
City of Rogers, AR	Match	\$71.83	\$55.35	\$69.18	\$75.90	\$71.83	\$55.35	\$69.18	\$75.90	0.37%
City of Springdale, AR	Match	\$69.75	\$48.52	\$60.65	\$72.78	\$69.75	\$48.52	\$60.65	\$72.78	0.50%
DOL - BLS - NWA	Match	\$76.39	\$58.20	\$72.75	\$87.30	\$76.39	\$58.20	\$72.75	\$87.30	0.50%
NOARK 2023										
Averages	Match	\$71.25	\$54.49	\$67.20	\$79.18	\$70.03	\$53.58	\$65.72	\$76.92	0.45%
City of Fayetteville, AR	Match					\$75.77	\$50.80	\$61.21	\$75.90	0.49%
						\$ Difference	\$5.74	\$-2.78	\$-4.51	\$-1.02
						% Difference	7.58%	-5.47%	-7.37%	-1.34%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	73 - POLICE SUPPORT SPECIALIST									
Job Description and Qualifications:										
Effectively interview citizens (some are very upset), both in person and over the phone, to determine if a crime was committed. Document crimes against persons and/or property. Take photographs of evidence and collect evidence. Submit evidence as required. Transcribe and code report utilizing proper crime reporting protocol.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
< 1 years						Non-Supervisory				
Management Experience						Department				
						Police (650)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$21.77	\$17.20	\$21.50	\$25.80	\$21.77	\$17.20	\$21.50	\$25.80	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$23.12	\$18.75	\$23.93	\$27.73	\$21.96	\$17.81	\$22.73	\$26.34	0.48%
City of Rogers, AR	Match	\$22.60	\$17.86	\$22.33	\$27.91	\$22.60	\$17.86	\$22.33	\$27.91	0.56%
City of Springdale, AR	Less	\$17.98	\$16.92	\$21.15	\$25.39	\$17.98	\$16.92	\$21.15	\$25.39	0.50%
DOL - BLS - NWA	Match	\$21.80	\$17.74	\$22.17	\$26.60	\$21.80	\$17.74	\$22.17	\$26.60	0.50%
NOARK 2023	Match	\$21.12	\$17.78	\$22.23	\$26.68	\$21.12	\$17.78	\$22.23	\$26.68	0.50%
Averages	Match	\$21.40	\$17.71	\$22.22	\$26.68	\$21.21	\$17.55	\$22.02	\$26.45	0.51%
City of Fayetteville, AR	Match					\$19.09	\$17.72	\$21.35	\$26.47	0.49%
						\$ Difference	\$-2.12	\$0.17	\$-0.67	\$0.02
						% Difference	-11.11%	0.96%	-3.14%	0.08%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	74 - PROJECT COORDINATOR - UTILITIES									
Job Description and Qualifications:										
Maintain a current knowledge of all Utilities Department capital projects and subprojects, services, issues and community events to provide information to callers and visitors. Write Requests for Proposals, contracts and contract specifications for capital projects. Apply strict attention to detail in writing and reviewing such documents. Create forecasting spreadsheets to include formulas and trends; utilize this information to develop realistic timelines for capital projects.										
Education						FLSA				
4 Years College						Non-Exempt				
Related Experience						Supervisory Position				
4 Years						Non-Supervisory				
Management Experience						Department				
1-6 Months						W&S				
Certificates & Licenses										
Valid Driver's License										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$25.65	\$20.57	\$25.71	\$30.85	\$25.65	\$20.57	\$25.71	\$30.85	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$27.51	\$22.69	\$28.95	\$33.54	\$26.13	\$21.56	\$27.50	\$31.86	0.48%
City of Rogers, AR	Match	\$25.95	\$20.17	\$25.21	\$31.51	\$25.95	\$20.17	\$25.21	\$31.51	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$25.93	\$20.82	\$26.03	\$31.24	\$25.93	\$20.82	\$26.03	\$31.24	0.50%
NOARK 2023	Match	\$25.34	\$20.45	\$25.56	\$30.67	\$25.34	\$20.45	\$25.56	\$30.67	0.50%
Averages	Match	\$26.08	\$20.94	\$26.29	\$31.56	\$25.80	\$20.71	\$26.00	\$31.23	0.51%
City of Fayetteville, AR	Match					\$25.69	\$20.74	\$24.99	\$30.99	0.49%
						\$ Difference	\$-0.11	\$0.03	\$-1.01	\$-0.24
						% Difference	-0.43%	0.14%	-4.04%	-0.77%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	75 - PROPERTY - EVIDENCE MANAGER									
Job Description and Qualifications:										
Respond after hours to manage intake of large items, large quantities, or other items of evidence requiring special handling. Ensure an accurate chain of custody (both hard and electronic copy) that contains the signatures of all parties controlling the piece of property or evidence from intake to disposal.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory				
Management Experience						Department				
2 years						Police (650)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$29.51	\$22.53	\$28.53	\$34.23	\$29.51	\$22.53	\$28.53	\$34.23	0.52%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$31.89	\$27.45	\$33.36	\$40.58	\$30.30	\$26.08	\$31.69	\$38.55	0.48%
City of Rogers, AR	Match	\$30.17	\$22.48	\$28.09	\$35.12	\$30.17	\$22.48	\$28.09	\$35.12	0.56%
City of Springdale, AR	Less	\$20.07	\$17.84	\$22.30	\$26.76	\$20.07	\$17.84	\$22.30	\$26.76	0.50%
DOL - BLS - NWA	Match	\$31.45	\$22.89	\$28.61	\$34.33	\$31.45	\$22.89	\$28.61	\$34.33	0.50%
NOARK 2023	Match	\$30.62	\$23.62	\$29.53	\$35.44	\$30.62	\$23.62	\$29.53	\$35.44	0.50%
Averages	Match	\$28.95	\$22.80	\$28.40	\$34.41	\$28.69	\$22.57	\$28.13	\$34.07	0.51%
City of Fayetteville, AR	Match					\$33.99	\$22.75	\$27.41	\$33.99	0.49%
						\$ Difference	\$5.30	\$0.18	\$-0.72	\$-0.08
						% Difference	15.59%	0.79%	-2.63%	-0.24%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	76 - PUBLIC WORKS DIRECTOR									
Job Description and Qualifications:										
Responsible for management of in-house engineering design services consisting of surveying, drafting, design, bidding and construction management of public works projects for various divisions and departments. Evaluate the performance of assigned Public Works divisions and recommend changes to improve efficiency. Monitor the delivery of municipal services through assigned division heads to ensure that the Mayor and City Council objectives, policies, and adopted Master Plans are followed.										
Education						FLSA				
Bachelor's in Engineering						Exempt				
Related Experience						Supervisory Position				
10 Years						Supervisory				
Management Experience						Department				
7 Years						Public Works				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$75.72	\$45.82	\$61.92	\$78.02	\$75.72	\$45.82	\$61.92	\$78.02	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$88.60	\$69.57	\$86.69	\$102.86	\$84.17	\$66.09	\$82.36	\$97.72	0.48%
City of Rogers, AR	Match	\$63.72	\$48.43	\$60.53	\$75.67	\$63.72	\$48.43	\$60.53	\$75.67	0.56%
City of Springdale, AR	Less	\$52.78	\$41.19	\$51.49	\$61.79	\$52.78	\$41.19	\$51.49	\$61.79	0.50%
DOL - BLS - NWA	Match	\$73.86	\$56.27	\$70.34	\$84.41	\$73.86	\$56.27	\$70.34	\$84.41	0.50%
NOARK 2023	Match	\$69.10	\$54.45	\$68.06	\$81.67	\$69.10	\$54.45	\$68.06	\$81.67	0.50%
Averages	Match	\$70.28	\$53.18	\$67.03	\$81.13	\$69.89	\$52.04	\$65.78	\$79.88	0.53%
City of Fayetteville, AR	Match					\$71.86	\$48.75	\$58.73	\$72.83	0.49%
						\$ Difference	\$1.97	\$-3.29	\$-7.05	\$-7.05
						% Difference	2.74%	-6.75%	-12.00%	-9.68%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	77 - PW PROJECTS INSPECTOR									
Job Description and Qualifications:										
Perform visual site inspections of construction projects. Perform pressure and leakage testing of waterlines. Perform low pressure air test on sanitary sewer mains and vacuum test manholes. Inspect Storm Water Management and Erosion Control. Inspect street subgrade preparation and compaction testing.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
4 years						Non-Supervisory				
Management Experience						Department				
						Engineering (110)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$24.69	\$20.57	\$25.72	\$30.86	\$24.69	\$20.57	\$25.72	\$30.86	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$27.31	\$22.69	\$27.57	\$33.54	\$25.94	\$21.56	\$26.19	\$31.86	0.48%
City of Rogers, AR	Match	\$23.93	\$19.02	\$23.77	\$29.71	\$23.93	\$19.02	\$23.77	\$29.71	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$29.29	\$23.74	\$29.67	\$35.60	\$29.29	\$23.74	\$29.67	\$35.60	0.50%
NOARK 2023	Match	\$23.23	\$18.54	\$23.18	\$27.82	\$23.23	\$18.54	\$23.18	\$27.82	0.50%
Averages	Match	\$25.69	\$20.91	\$25.98	\$31.51	\$25.42	\$20.69	\$25.71	\$31.17	0.51%
City of Fayetteville, AR	Match					\$23.69	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$-1.73	\$-1.96	\$-3.14	\$-3.18
						% Difference	-7.30%	-10.46%	-13.91%	-11.36%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

<u>Index Tab</u>	78 - RECREATION PROGRAMS MANAGER									
Job Description and Qualifications:										
Provide program and event management, customer service, general facility supervision of adult and youth athletic programs and camps, summer concert series and City pool. Plan and implement assigned programs.										
Education						FLSA				
H.S. Diploma or GED, BS/BA Degree in P & R Admin. Preferred						Non-Exempt				
Related Experience						Supervisory Position				
4 years						Supervisory				
Management Experience						Department				
						Parks (120)				
Certificates & Licenses										
Certified Pool Operator CPR and First Aid										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$27.09	\$22.82	\$28.53	\$34.23	\$27.09	\$22.82	\$28.53	\$34.23	0.50%
City of Jonesboro, AR	Match	\$20.70	\$19.10	\$23.88	\$29.81	\$21.11	\$19.48	\$24.36	\$30.41	0.56%
City of Lawrence, KS	Match	\$35.32	\$27.45	\$35.03	\$40.58	\$33.55	\$26.08	\$33.28	\$38.55	0.48%
City of Rogers, AR	Match	\$31.53	\$23.63	\$29.54	\$36.92	\$31.53	\$23.63	\$29.54	\$36.92	0.56%
City of Springdale, AR	Match	\$23.70	\$23.33	\$29.17	\$35.00	\$23.70	\$23.33	\$29.17	\$35.00	0.50%
DOL - BLS - NWA	Match	\$28.48	\$23.12	\$28.90	\$34.68	\$28.48	\$23.12	\$28.90	\$34.68	0.50%
NOARK 2023	Match	\$28.45	\$22.94	\$28.68	\$34.42	\$28.45	\$22.94	\$28.68	\$34.42	0.50%
Averages	Match	\$27.90	\$23.20	\$29.10	\$35.09	\$27.70	\$23.06	\$28.92	\$34.89	0.51%
City of Fayetteville, AR	Match					\$27.12	\$23.76	\$28.63	\$35.50	0.49%
						\$ Difference	\$-0.58	\$0.70	\$-0.29	\$0.61
						% Difference	-2.14%	2.95%	-1.01%	1.72%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	79 - RECREATION SUPERINTENDENT									
Job Description and Qualifications:										
Responsible for planning, developing, promoting, supervising and evaluating a comprehensive recreation program for Parks and Recreation. Oversee recreation staff, programs and Community Center.										
Education						FLSA				
B.S./B.A degree in related field						Exempt				
Related Experience						Supervisory Position				
4 years						Supervisory				
Management Experience						Department				
3 years						Parks (120)				
Certificates & Licenses										
Certified Parks and Recreation Professional, CPR and First Aid										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$38.63	\$30.12	\$40.70	\$51.28	\$38.63	\$30.12	\$40.70	\$51.28	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$40.69	\$35.11	\$44.81	\$51.91	\$38.66	\$33.35	\$42.57	\$49.31	0.48%
City of Rogers, AR	Match	\$40.73	\$29.97	\$37.47	\$46.83	\$40.73	\$29.97	\$37.47	\$46.83	0.56%
City of Springdale, AR	Match	\$26.34	\$30.20	\$37.75	\$45.30	\$26.34	\$30.20	\$37.75	\$45.30	0.50%
CompAnalyst	Match	\$44.14	\$34.25	\$42.81	\$51.37	\$44.14	\$34.25	\$42.81	\$51.37	0.50%
Compdata	Match	\$43.86	\$33.29	\$41.61	\$49.93	\$43.86	\$33.29	\$41.61	\$49.93	0.50%
DOL - BLS - NWA	Match	\$40.08	\$30.45	\$38.06	\$45.67	\$40.08	\$30.45	\$38.06	\$45.67	0.50%
NOARK 2023	Match	\$40.36	\$30.61	\$38.26	\$45.91	\$40.36	\$30.61	\$38.26	\$45.91	0.50%
Averages	Match	\$39.35	\$31.75	\$40.18	\$48.52	\$39.10	\$31.53	\$39.90	\$48.20	0.53%
City of Fayetteville, AR	Match					\$46.24	\$30.95	\$37.29	\$46.24	0.49%
						\$ Difference	\$7.14	\$-0.58	\$-2.61	\$-1.96
						% Difference	15.44%	-1.87%	-7.00%	-4.24%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	80 - RECYCLING & TRASH COLLECTIONS OPERATIONS MANAGER									
Job Description and Qualifications:										
Manage and supervise day to day operations of the Recycling and Trash Collections Division which includes collection, disposal, transfer, and recycling operations. Ensure all routes are completed as scheduled and all waste is properly removed at the end of each day.										
Education						FLSA				
H.S. Diploma/ GED						Exempt				
Related Experience						Supervisory Position				
8 years						Supervisory				
Management Experience						Department				
5 years						Solid Waste (140)				
Certificates & Licenses										
Class B CDL within 120 day, Solid Waste Management Facility Operators License Levels 2C and 3C within 6 months										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$38.11	\$30.12	\$40.70	\$51.28	\$38.11	\$30.12	\$40.70	\$51.28	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$38.92	\$36.16	\$45.05	\$53.45	\$36.97	\$34.35	\$42.80	\$50.78	0.48%
City of Rogers, AR	Match	\$40.67	\$29.97	\$37.47	\$46.83	\$40.67	\$29.97	\$37.47	\$46.83	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$39.94	\$30.74	\$38.42	\$46.10	\$39.94	\$30.74	\$38.42	\$46.10	0.50%
NOARK 2023	Match	\$39.02	\$30.61	\$38.26	\$45.91	\$39.02	\$30.61	\$38.26	\$45.91	0.50%
Averages	Match	\$39.21	\$31.13	\$39.33	\$47.72	\$38.94	\$31.16	\$39.53	\$48.18	0.53%
City of Fayetteville, AR	Match					\$38.18	\$30.95	\$37.29	\$46.24	0.49%
						\$ Difference	\$-0.76	\$-0.21	\$-2.24	\$-1.94
						% Difference	-1.99%	-0.68%	-6.01%	-4.20%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	81 - RESIDENTIAL PLANS EXAMINER									
Job Description and Qualifications:										
Serve as primary Residential Plans Examiner for all single-family, two-family, and townhome permit applications. Facilitate the review and approval at all stages of the process. Correspond and meet with architects, engineers, contractors, and owners. Assist supervisor with interpretation of codes, ordinances, and applicable laws for residential and non-residential building inspectors. Understand and perform duties of permitting technicians and building inspectors. Coordinate inspection criteria with job-site construction supervisor and inspectors to determine compliance. Organize and file plans, specifications, and related documents through the review, construction, and archiving processes. Prepare detailed reports and document inspection activity including violations and remedies.										
Education						FLSA				
High School diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
5 years						Non-Supervisory				
Management Experience						Department				
						Building Safety (626)				
Certificates & Licenses										
Valid Driver's License. Ability to obtain International Code Council (ICC) certification as a Residential Inspector and Residential Plans Examiner within two years of hire date. Obtain Arkansas State Plumbing, Mechanical, and Electrical Inspector licenses within one year of hire date.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$24.98	\$20.57	\$25.72	\$30.86	\$24.98	\$20.57	\$25.72	\$30.86	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$30.26	\$24.96	\$30.35	\$36.91	\$28.75	\$23.71	\$28.83	\$35.06	0.48%
City of Rogers, AR	Match	\$24.28	\$20.17	\$25.21	\$31.51	\$24.28	\$20.17	\$25.21	\$31.51	0.56%
City of Springdale, AR	Match	\$36.18	\$25.17	\$31.46	\$37.75	\$36.18	\$25.17	\$31.46	\$37.75	0.50%
DOL - BLS - NWA	Match	\$25.65	\$20.77	\$25.96	\$31.15	\$25.65	\$20.77	\$25.96	\$31.15	0.50%
NOARK 2023	Match	\$25.55	\$20.40	\$25.50	\$30.60	\$25.55	\$20.40	\$25.50	\$30.60	0.50%
Averages	Match	\$27.82	\$22.01	\$27.37	\$33.13	\$27.56	\$21.80	\$27.11	\$32.82	0.51%
City of Fayetteville, AR	Match					\$24.48	\$20.74	\$24.99	\$30.99	0.49%
						\$ Difference	\$-3.08	\$-1.06	\$-2.12	\$-1.83
						% Difference	-12.58%	-5.11%	-8.48%	-5.91%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	82 - ROUTE DRIVER									
Job Description and Qualifications:										
Operate a variety of equipment and trucks to assist in the day-to-day collection of trash and recycling on assigned routes. Perform pre and post trip inspections on a daily basis. Collect and separate recyclable items.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
						Solid Waste (140)				
Certificates & Licenses										
Class "B" CDL within 120 days										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$21.40	\$17.20	\$21.50	\$25.80	\$21.40	\$17.20	\$21.50	\$25.80	0.50%
City of Jonesboro, AR	Match	\$19.07	\$15.52	\$19.40	\$24.22	\$19.45	\$15.83	\$19.79	\$24.70	0.56%
City of Lawrence, KS	Match	\$27.69	\$20.68	\$25.13	\$30.57	\$26.31	\$19.65	\$23.87	\$29.04	0.48%
City of Rogers, AR	Match	\$22.16	\$17.86	\$22.33	\$27.91	\$22.16	\$17.86	\$22.33	\$27.91	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$23.08	\$17.62	\$22.03	\$26.44	\$23.08	\$17.62	\$22.03	\$26.44	0.50%
NOARK 2023	Match	\$23.53	\$18.19	\$22.74	\$27.29	\$23.53	\$18.19	\$22.74	\$27.29	0.50%
Averages	Match	\$22.82	\$17.85	\$22.19	\$27.04	\$22.65	\$17.72	\$22.04	\$26.86	0.51%
City of Fayetteville, AR	Match					\$22.00	\$16.72	\$20.15	\$24.99	0.49%
						\$ Difference	\$-0.65	\$-1.00	\$-1.89	\$-1.87
						% Difference	-2.95%	-5.98%	-9.38%	-7.48%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	83 - ROUTE SUPERVISOR									
Job Description and Qualifications:										
Responsible for training and supervising drivers performing collection and processing duties. Perform route audits to improve efficiency. Respond to service requests. Investigate accidents and injuries and complete necessary reports.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory				
Management Experience						Department				
						Solid Waste (140)				
Certificates & Licenses										
Must possess a valid Commercial Driver's License, class B. Solid Waste management Facility Operator License Class 1A within one year										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$26.86	\$19.45	\$24.31	\$29.17	\$26.86	\$19.45	\$24.31	\$29.17	0.50%
City of Jonesboro, AR	Match	\$27.05	\$23.02	\$28.77	\$35.92	\$27.59	\$23.48	\$29.35	\$36.64	0.56%
City of Lawrence, KS	Match	\$33.38	\$27.45	\$33.36	\$40.58	\$31.71	\$26.08	\$31.69	\$38.55	0.48%
City of Rogers, AR	Match	\$25.92	\$20.17	\$25.21	\$31.51	\$25.92	\$20.17	\$25.21	\$31.51	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$27.73	\$19.97	\$24.96	\$29.95	\$27.73	\$19.97	\$24.96	\$29.95	0.50%
NOARK 2023	Match	\$26.98	\$21.07	\$26.34	\$31.61	\$26.98	\$21.07	\$26.34	\$31.61	0.50%
Averages	Match	\$27.99	\$21.86	\$27.16	\$33.12	\$27.80	\$21.70	\$26.98	\$32.90	0.52%
City of Fayetteville, AR	Match					\$26.78	\$19.74	\$23.78	\$29.49	0.49%
						\$ Difference	\$-1.02	\$-1.96	\$-3.20	\$-3.41
						% Difference	-3.81%	-9.93%	-13.46%	-11.56%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	84 - SENIOR ADMINISTRATIVE ASSISTANT - MAYORS OFFICE									
Job Description and Qualifications:										
Handle administrative and record keeping requirements for P-card transactions, purchase orders and check requests for assigned department directors and Mayor. Manage travel arrangements including accounting and record-keeping functions for assigned directors and Mayor. Respond and research difficult citizen complaints and provide proper follow-up. Use judgment and tact to assist in routing visitors and callers to the appropriate division or individual. Maintain a current knowledge of all city projects, services, issues and community events to provide information to callers and visitors. Develop and maintain files and record keeping systems for department directors.										
Education						FLSA				
H.S. Diploma or GED						Non- Exempt				
Related Experience						Supervisory Position				
5 years						Non-Supervisory				
Management Experience						Department				
						Mayor's Office (564)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$26.96	\$19.45	\$24.31	\$29.17	\$26.96	\$19.45	\$24.31	\$29.17	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$28.06	\$22.69	\$28.95	\$33.54	\$26.66	\$21.56	\$27.50	\$31.86	0.48%
City of Rogers, AR	Match	\$28.92	\$21.32	\$26.65	\$33.32	\$28.92	\$21.32	\$26.65	\$33.32	0.56%
City of Springdale, AR	Match	\$32.34	\$26.54	\$33.17	\$39.81	\$32.34	\$26.54	\$33.17	\$39.81	0.50%
DOL - BLS - NWA	Match	\$30.79	\$23.46	\$29.32	\$35.18	\$30.79	\$23.46	\$29.32	\$35.18	0.50%
NOARK 2023	Match	\$27.36	\$21.35	\$26.69	\$32.03	\$27.36	\$21.35	\$26.69	\$32.03	0.50%
Averages	Match	\$29.07	\$22.47	\$28.18	\$33.84	\$28.84	\$22.28	\$27.94	\$33.56	0.51%
City of Fayetteville, AR	Match					\$30.69	\$18.73	\$22.57	\$27.99	0.49%
						\$ Difference	\$1.85	-\$3.55	-\$5.37	-\$5.57
						% Difference	6.03%	-18.95%	-23.79%	-19.90%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	85 - SENIOR PLANNER									
Job Description and Qualifications:										
Perform supervisory responsibilities which may include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems. Review development and zoning proposals. Review building permits for commercial, multi-family, and certain single family structures. Provide development proposal responses. Prepare and present staff recommendations and reports. Assist in neighborhood planning, revitalization and preservation activities. Prepare maps, drawings and other graphics. Identify, analyze and solve problems in support of group, department, and organization objectives; consider cause and effect among different factors or stakeholders of a problem.										
Education						FLSA				
B.S./B.A degree in related field						Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory				
Management Experience						Department				
Prefer project management or supervisory experience						Planning (525)				
Certificates & Licenses										
Valid Driver's License										
AICP Certification preferred										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$34.37	\$26.98	\$36.46	\$45.94	\$34.37	\$26.98	\$36.46	\$45.94	0.70%
City of Jonesboro, AR	Match	\$22.41	\$20.84	\$26.05	\$32.53	\$22.86	\$21.26	\$26.57	\$33.18	0.56%
City of Lawrence, KS	Match	\$37.44	\$31.35	\$38.12	\$46.36	\$35.57	\$29.78	\$36.21	\$44.04	0.48%
City of Rogers, AR	Match	\$34.25	\$29.97	\$37.47	\$46.83	\$34.25	\$29.97	\$37.47	\$46.83	0.56%
City of Springdale, AR	Match	\$37.36	\$23.33	\$31.46	\$61.79	\$37.36	\$23.33	\$31.46	\$61.79	1.65%
DOL - BLS - NWA	Match	\$31.01	\$24.03	\$30.04	\$36.05	\$31.01	\$24.03	\$30.04	\$36.05	0.50%
NOARK 2023	Match	\$33.00	\$26.25	\$32.81	\$39.37	\$33.00	\$26.25	\$32.81	\$39.37	0.50%
Averages	Match	\$32.92	\$26.33	\$33.35	\$43.35	\$32.63	\$25.94	\$33.00	\$43.89	0.65%
City of Fayetteville, AR	Match					\$30.91	\$25.66	\$30.91	\$38.33	0.49%
						\$ Difference	\$-1.72	\$-0.28	\$-2.09	\$-5.56
						% Difference	-5.56%	-1.09%	-6.76%	-14.51%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	86 - SENIOR POLICE SUPPORT SPECIALIST									
Job Description and Qualifications:										
Provide training for Police Support Specialist in all aspects of their job. Complete Weekly Observation Reports (WOR) to document trainee progress and recommend when a trainee completes, continues, or terminates from the training program. Provide leadership and mentor role on assigned shift. Provide excellent customer service with the ability to effectively de-escalate upset and/or angry citizens in a friendly manner in person and/or over the phone.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 Years						Non-Supervisory				
Management Experience						Department				
Not Required						Police Civilian				
Certificates & Licenses										
Ability to obtain ACIC Basic Certification within three months of hire and Advanced Certification within six months of hire.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$24.12	\$18.33	\$22.91	\$27.49	\$24.12	\$18.33	\$22.91	\$27.49	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$27.25	\$21.25	\$27.12	\$31.42	\$25.89	\$20.19	\$25.76	\$29.85	0.48%
City of Rogers, AR	Match	\$25.80	\$20.17	\$25.21	\$31.51	\$25.80	\$20.17	\$25.21	\$31.51	0.56%
City of Springdale, AR	Match	\$23.59	\$20.59	\$29.17	\$37.75	\$23.59	\$20.59	\$29.17	\$37.75	0.83%
DOL - BLS - NWA	Match	\$25.17	\$19.51	\$24.39	\$29.27	\$25.17	\$19.51	\$24.39	\$29.27	0.50%
NOARK 2023	Match	\$25.34	\$19.56	\$24.45	\$29.34	\$25.34	\$19.56	\$24.45	\$29.34	0.50%
Averages	Match	\$25.21	\$19.90	\$25.54	\$31.13	\$24.98	\$19.72	\$25.32	\$30.87	0.56%
City of Fayetteville, AR	Match					\$24.32	\$19.74	\$23.78	\$29.49	0.49%
						\$ Difference	\$-0.66	\$0.02	\$-1.54	\$-1.38
						% Difference	-2.71%	0.10%	-6.48%	-4.68%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	87 - SENIOR PURCHASING AGENT									
Job Description and Qualifications: Perform supervisory responsibilities. Draft, revise and implement annual contracts. Develop and/or implement strategic procurement plans, procurement policies and procedures, delegated procurements, quality control systems, procurement training, and electronic procurement systems. Manage and establish competitive solicitation schedules to ensure successful project completion on a timely basis. Prepare complex and descriptive technical specifications, bid documents, and contracts. Coordinate and assist departments in compiling information for request for proposals, bids, and request for qualifications; coordinate information to procure services, equipment, materials and supplies, and monitor preparation and distribution of proposals and bids to vendors. Manage the receiving, tabulating, and recording of bids and public bid openings. Calculate and report quarterly performance results.										
Education						FLSA				
Associate's degree or						Exempt				
Related Experience						Supervisory Position				
2 years						Supervisory				
Management Experience						Department				
2 years						Purchasing (604)				
Certificates & Licenses										
Valid Driver's License										
Obtain Certified Professional Purchasing Officer (CPPO) & Certified Professional Public Buyer (CPPB) within five years of hire date.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$28.90	\$23.94	\$29.93	\$35.91	\$28.90	\$23.94	\$29.93	\$35.91	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$31.77	\$27.45	\$33.36	\$40.58	\$30.18	\$26.08	\$31.69	\$38.55	0.48%
City of Rogers, AR	Match	\$30.17	\$23.63	\$29.54	\$36.92	\$30.17	\$23.63	\$29.54	\$36.92	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$32.77	\$25.45	\$31.81	\$38.17	\$32.77	\$25.45	\$31.81	\$38.17	0.50%
NOARK 2023	Match	\$31.27	\$24.71	\$30.89	\$37.07	\$31.27	\$24.71	\$30.89	\$37.07	0.50%
Averages	Match	\$31.10	\$24.85	\$30.93	\$37.41	\$30.66	\$24.76	\$30.77	\$37.32	0.51%
City of Fayetteville, AR	Match					\$30.19	\$24.70	\$29.76	\$36.90	0.49%
						\$ Difference	\$-0.47	\$-0.06	\$-1.01	\$-0.42
						% Difference	-1.56%	-0.24%	-3.39%	-1.14%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

<u>Index Tab</u>	88 - SHELTER ATTENDANT									
Job Description and Qualifications:										
Maintain and clean animal shelter facility. Feed and socialize with animals. Perform first level examinations and assist public with animal adoptions. Assist with animal medical procedures.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
						Non-Supervisory				
Management Experience						Department				
						Animal Services (330)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$14.91	\$13.83	\$17.29	\$20.74	\$14.91	\$13.83	\$17.29	\$20.74	0.50%
City of Jonesboro, AR	Match	\$15.30	\$14.43	\$18.04	\$22.53	\$15.61	\$14.72	\$18.40	\$22.98	0.56%
City of Lawrence, KS	Match	\$17.40	\$15.78	\$19.18	\$23.34	\$16.53	\$14.99	\$18.22	\$22.17	0.48%
City of Rogers, AR	Match	\$15.60	\$13.25	\$16.56	\$20.70	\$15.60	\$13.25	\$16.56	\$20.70	0.56%
City of Springdale, AR	Match	\$15.70	\$15.09	\$18.87	\$22.64	\$15.70	\$15.09	\$18.87	\$22.64	0.50%
DOL - BLS - NWA	Match	\$16.29	\$13.66	\$17.07	\$20.48	\$16.29	\$13.66	\$17.07	\$20.48	0.50%
NOARK 2023	Match	\$17.31	\$13.88	\$17.35	\$20.82	\$17.31	\$13.88	\$17.35	\$20.82	0.50%
Averages	Match	\$16.07	\$14.27	\$17.77	\$21.61	\$15.99	\$14.20	\$17.68	\$21.50	0.51%
City of Fayetteville, AR	Match					\$16.45	\$13.86	\$16.70	\$20.71	0.49%
						\$ Difference	\$0.46	\$-0.34	\$-0.98	\$-0.79
						% Difference	2.80%	-2.45%	-5.87%	-3.81%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	89 - STAFF ENGINEER - UNLICENSED									
Job Description and Qualifications:										
Design the necessary modifications and/or new construction of public works including water, sewer, drainage and street projects within City, County, State and Federal guidelines, under the guidance of a Staff Engineer. This task requires frequently solving problems requiring engineering knowledge and skills.										
Education						FLSA				
Engineering Degree						Non-Exempt				
Related Experience						Supervisory Position				
1-6 Months						Non-Supervisory				
Management Experience						Department				
Not Required						Engr				
Certificates & Licenses										
Must possess a valid Drivers License. Must have, or be eligible to apply for, an Engineer Intern/Engineer-In-Training designation.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$30.81	\$22.82	\$28.53	\$34.23	\$30.81	\$22.82	\$28.53	\$34.23	0.50%
City of Jonesboro, AR	Match	\$66.42	\$47.38	\$59.23	\$73.95	\$67.75	\$48.33	\$60.41	\$75.43	0.56%
City of Lawrence, KS	Match	\$34.99	\$26.63	\$33.99	\$39.37	\$33.24	\$25.30	\$32.29	\$37.40	0.48%
City of Rogers, AR	Match	\$31.73	\$23.63	\$29.54	\$36.92	\$31.73	\$23.63	\$29.54	\$36.92	0.56%
City of Springdale, AR	Match	\$36.63	\$19.67	\$40.04	\$67.28	\$36.63	\$19.67	\$40.04	\$67.28	2.42%
DOL - BLS - NWA	Match	\$31.76	\$23.63	\$29.54	\$35.45	\$31.76	\$23.63	\$29.54	\$35.45	0.50%
NOARK 2023	Match	\$30.18	\$23.32	\$29.15	\$34.98	\$30.18	\$23.32	\$29.15	\$34.98	0.50%
Averages	Match	\$37.50	\$26.73	\$35.72	\$46.03	\$37.44	\$26.67	\$35.64	\$45.96	0.72%
City of Fayetteville, AR	Match					\$33.13	\$22.75	\$27.41	\$33.99	0.49%
						\$ Difference	\$-4.31	\$-3.92	\$-8.23	\$-11.97
						% Difference	-13.01%	-17.23%	-30.03%	-35.22%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	90 - SURVEYOR									
Job Description and Qualifications:										
Coordinate with engineers, land agents, drafters, trail coordinator and other departments for construction staking and property boundary needs. Verify the accuracy of survey data including measurements and calculations conducted at survey sites.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
10 Years with 4 of those years as a Registered Professional Surveyor						Non-Supervisory				
Management Experience						Department				
2 Years						Engr				
Certificates & Licenses										
Valid Drivers License. Must possess licensure as a State of Arkansas Registered Professional Surveyor, or have the ability to achieve reciprocal registration from another State within six months of hire date.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	Width
City of Bentonville, AR	Match	\$33.51	\$26.75	\$33.44	\$40.12	\$33.51	\$26.75	\$33.44	\$40.12	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$38.12	\$31.35	\$40.03	\$46.36	\$36.21	\$29.78	\$38.03	\$44.04	0.48%
City of Rogers, AR	Match	\$35.90	\$27.67	\$34.58	\$43.23	\$35.90	\$27.67	\$34.58	\$43.23	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$36.90	\$28.89	\$36.11	\$43.33	\$36.90	\$28.89	\$36.11	\$43.33	0.50%
Compdata	Match	\$35.88	\$28.00	\$35.00	\$42.00	\$35.88	\$28.00	\$35.00	\$42.00	0.50%
DOL - BLS - NWA	Match	\$35.74	\$27.23	\$34.04	\$40.85	\$35.74	\$27.23	\$34.04	\$40.85	0.50%
NOARK 2023	Match	\$35.56	\$27.80	\$34.75	\$41.70	\$35.56	\$27.80	\$34.75	\$41.70	0.50%
Averages	Match	\$35.94	\$28.24	\$35.42	\$42.51	\$35.67	\$28.02	\$35.14	\$42.18	0.51%
City of Fayetteville, AR	Match					\$40.50	\$27.11	\$32.66	\$40.50	0.49%
						\$ Difference	\$4.83	\$-0.91	\$-2.48	\$-1.68
						% Difference	11.93%	-3.36%	-7.59%	-4.15%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		91 - TECHNICAL SUPPORT SPECIALIST									
Job Description and Qualifications:											
Perform installation and troubleshooting of personal computers, virtual computers, tablet devices, desktop software, and peripheral devices. Expertise on operations and applications of City standard P.C.'s.											
Education						FLSA					
H.S. Diploma or B.S./ B.A. related field						Non- Exempt					
Related Experience						Supervisory Position					
5 years or 3 years with BS/BA						Non-Supervisory					
Management Experience						Department					
						Information Technologies (370)					
Certificates & Licenses											
City		Job Match	Average Hourly Salary	Salary Range		Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width	
				Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR		Match	\$32.77	\$25.07	\$31.34	\$37.60	\$32.77	\$25.07	\$31.34	\$37.60	0.50%
City of Jonesboro, AR		Match	\$19.14	\$18.23	\$22.79	\$28.45	\$19.52	\$18.59	\$23.25	\$29.02	0.56%
City of Lawrence, KS		Match	\$29.36	\$26.63	\$33.99	\$39.37	\$27.89	\$25.30	\$32.29	\$37.40	0.48%
City of Rogers, AR		Match	\$32.03	\$25.36	\$31.70	\$39.62	\$32.03	\$25.36	\$31.70	\$39.62	0.56%
City of Springdale, AR		Match	\$23.18	\$21.50	\$26.88	\$32.25	\$23.18	\$21.50	\$26.88	\$32.25	0.50%
DOL - BLS - NWA		Match	\$34.42	\$26.24	\$32.80	\$39.36	\$34.42	\$26.24	\$32.80	\$39.36	0.50%
NOARK 2023		Match	\$32.29	\$25.26	\$31.57	\$37.88	\$32.29	\$25.26	\$31.57	\$37.88	0.50%
Averages	Match	\$30.29	\$24.75	\$31.02	\$37.36	\$28.87	\$23.90	\$29.98	\$36.16	0.51%	
City of Fayetteville, AR	Match					\$32.89	\$25.66	\$30.91	\$38.33	0.49%	
						\$ Difference	\$4.02	\$1.76	\$0.93	\$2.17	
						% Difference	12.22%	6.86%	3.01%	5.66%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)											

Index Tab	92 - TRAFFIC SIGNAL AND SIGNAGE TECHNICIAN									
Job Description and Qualifications:										
Perform construction and installation of new traffic signals such as laying conduit, drilling, erecting poles and arms, signal pole footings, installing wire, wiring poles and cabinets, setting pull boxes and assembling. Maintain and repair existing signals and signal equipment; such as camera detection systems, inductive loops and detectors, radio system, railroad pre-emption, fire/optical pre-emption, signal wiring, controllers, conflict monitors.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 Years						Non-Supervisory				
Management Experience						Department				
Not Required						Transportation				
Certificates & Licenses										
Valid Drivers License. Must obtain IMSA Certifications, Work Zone Safety, Signs and Markings I, Traffic Signal I, Traffic Signal II certifications within 2 years of hire date.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$22.52	\$19.45	\$24.31	\$29.17	\$22.52	\$19.45	\$24.31	\$29.17	0.50%
City of Jonesboro, AR	More	\$20.54	\$19.10	\$23.88	\$29.81	\$20.95	\$19.48	\$24.36	\$30.41	0.56%
City of Lawrence, KS	Match	\$25.82	\$20.63	\$26.32	\$30.49	\$24.53	\$19.60	\$25.00	\$28.97	0.48%
City of Rogers, AR	Match	\$23.88	\$19.02	\$23.77	\$29.71	\$23.88	\$19.02	\$23.77	\$29.71	0.56%
City of Springdale, AR	Match	\$27.50	\$22.42	\$28.02	\$33.63	\$27.50	\$22.42	\$28.02	\$33.63	0.50%
DOL - BLS - NWA	Match	\$23.55	\$20.10	\$25.13	\$30.16	\$23.55	\$20.10	\$25.13	\$30.16	0.50%
NOARK 2023	Match	\$24.51	\$19.89	\$24.86	\$29.83	\$24.51	\$19.89	\$24.86	\$29.83	0.50%
Averages	Match	\$24.05	\$20.09	\$25.18	\$30.40	\$23.92	\$19.99	\$25.06	\$30.27	0.51%
City of Fayetteville, AR	Match					\$22.92	\$19.74	\$23.78	\$29.49	0.49%
						\$ Difference	\$-1.00	\$-0.25	\$-1.28	\$-0.78
						% Difference	-4.36%	-1.27%	-5.38%	-2.64%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		93 - URBAN FORESTER								
Job Description and Qualifications:										
Evaluate trees on public property for condition or hazard rating as needed. Make decisions on pruning or removal and replacement. Inspect tree protection fencing, signs and other tree protection devices prior to site work commencing. Conduct periodic inspections to ensure development is occurring in accordance with approved plans and is in compliance with the tree preservation and protection ordinance. Conduct final inspections at project completion for compliance with the approved tree preservation plan and landscape plan and verify all sureties are in place before issuing final certificate of occupancy.										
Education						FLSA				
High School						Exempt				
Related Experience						Supervisory Position				
8 Years						Non-Supervisory				
Management Experience						Department				
3 years Project Management						Parks				
Certificates & Licenses										
Must possess a valid Drivers License. Must be a current Certified Arborist with the International Society of Arboriculture or have the ability to meet requirements and obtain certification within 1 year of hire. Municipal Specialist Certification preferred.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$29.36	\$21.70	\$27.12	\$32.54	\$29.36	\$21.70	\$27.12	\$32.54	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$26.95	\$22.69	\$28.95	\$33.54	\$25.60	\$21.56	\$27.50	\$31.86	0.48%
City of Rogers, AR	Match	\$29.50	\$22.48	\$28.09	\$35.12	\$29.50	\$22.48	\$28.09	\$35.12	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$29.52	\$22.84	\$28.55	\$34.26	\$29.52	\$22.84	\$28.55	\$34.26	0.50%
NOARK 2023	Match	\$29.16	\$23.02	\$28.78	\$34.54	\$29.16	\$23.02	\$28.78	\$34.54	0.50%
Averages	Match	\$28.90	\$22.55	\$28.30	\$34.00	\$28.63	\$22.32	\$28.01	\$33.66	0.51%
City of Fayetteville, AR	Match					\$29.69	\$22.75	\$27.41	\$33.99	0.49%
						\$ Difference	\$1.06	\$0.43	\$-0.60	\$0.33
						% Difference	3.57%	1.89%	-2.19%	0.97%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	94 - UTILITIES ENGINEER									
Job Description and Qualifications:										
Perform professional engineering work including but not limited to design, drafting, cost estimating, and developing contract documents, specifications and plans for various City departments including wastewater treatment and collection, water distribution and storage, emergency response and management, and items for other departments City-wide as needed. Design work includes design and inspection of facilities, specifications and submittals for compliance with City requirements and coordination of other engineering and operational functions, and regular field inspection of project sites.										
Education						FLSA				
Bachelor's degree (B.A. or B.S.) in Civil or Environmental Engineering. Master's degree preferred						Exempt				
Related Experience						Supervisory Position				
9 - 10 years						Supervisory				
Management Experience						Department				
5 years						Water & Sewer (160)				
Certificates & Licenses										
Professional Engineering License										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$47.30	\$33.26	\$44.95	\$56.63	\$47.30	\$33.26	\$44.95	\$56.63	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$45.29	\$39.32	\$50.19	\$58.14	\$43.03	\$37.35	\$47.68	\$55.23	0.48%
City of Rogers, AR	Match	\$49.75	\$36.89	\$46.12	\$57.64	\$49.75	\$36.89	\$46.12	\$57.64	0.56%
City of Springdale, AR										
CompAnalyst	Match	\$53.35	\$42.22	\$52.77	\$63.32	\$53.35	\$42.22	\$52.77	\$63.32	0.50%
Compdata	Match	\$52.27	\$40.92	\$51.15	\$61.38	\$52.27	\$40.92	\$51.15	\$61.38	0.50%
DOL - BLS - NWA	Match	\$53.32	\$38.78	\$48.47	\$58.16	\$53.32	\$38.78	\$48.47	\$58.16	0.50%
NOARK 2023	Match	\$50.58	\$38.54	\$48.17	\$57.80	\$50.58	\$38.54	\$48.17	\$57.80	0.50%
Averages	Match	\$50.27	\$38.56	\$48.83	\$59.01	\$49.94	\$38.28	\$48.47	\$58.59	0.53%
City of Fayetteville, AR	Match					\$51.16	\$38.64	\$46.55	\$57.72	0.49%
						\$ Difference	\$1.22	\$0.36	\$-1.92	\$-0.87
						% Difference	2.38%	0.93%	-4.12%	-1.51%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	95 - UTILITIES FINANCIAL SERVICES DIRECTOR									
Job Description and Qualifications:										
Responsible for periodic utility billing for water, sewer, recycling and trash and storm water utilities. Responsible for daily updates of all the City@web based payments, including parking, water, business licenses and accounts receivable. Coordinate with meter operations to create cyclical utility billing/penalty/cutoff calendars. Set yearly sewer averages. Provide information for the rate study development process for water and sewer utility rates.										
Education						FLSA				
Associate's degree Prefer B.S. / B.A. Accounting and Finance						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
3 years						Utilities Financial Services (420)				
Certificates & Licenses										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$51.00	\$36.40	\$49.19	\$61.98	\$51.00	\$36.40	\$49.19	\$61.98	0.70%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$54.55	\$44.04	\$53.53	\$65.11	\$51.82	\$41.84	\$50.85	\$61.85	0.48%
City of Rogers, AR	Match	\$55.39	\$36.89	\$46.12	\$57.64	\$55.39	\$36.89	\$46.12	\$57.64	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$53.77	\$39.10	\$48.88	\$58.66	\$53.77	\$39.10	\$48.88	\$58.66	0.50%
NOARK 2023	Match	\$51.49	\$38.74	\$48.42	\$58.10	\$51.49	\$38.74	\$48.42	\$58.10	0.50%
Averages	Match	\$53.16	\$39.86	\$50.13	\$61.04	\$52.69	\$38.59	\$48.69	\$59.65	0.53%
City of Fayetteville, AR	Match					\$52.59	\$38.64	\$46.55	\$57.72	0.49%
						\$ Difference	\$-0.10	\$0.05	\$-2.14	\$-1.93
						% Difference	-0.19%	0.13%	-4.60%	-3.34%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab		96 - WAREHOUSE SUPERVISOR								
Job Description and Qualifications:										
Responsible for reviewing bids and quotes as well as purchasing parts, supplies and equipment necessary to maintain efficient and effective operations of the Water & Sewer warehouse inventory system.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
12 years						Supervisory				
Management Experience						Department				
1 year						Water & Sewer (160)				
Certificates & Licenses										
Class A CDL with tanker endorsement within 6 months, Water License Grade IV Distribution and Wastewater License Class I within 2 years.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$27.55	\$21.70	\$27.12	\$32.54	\$27.55	\$21.70	\$27.12	\$32.54	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$29.75	\$24.96	\$30.35	\$36.91	\$28.26	\$23.71	\$28.83	\$35.06	0.48%
City of Rogers, AR	Match	\$25.99	\$21.32	\$26.65	\$33.32	\$25.99	\$21.32	\$26.65	\$33.32	0.56%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$27.73	\$21.43	\$26.79	\$32.15	\$27.73	\$21.43	\$26.79	\$32.15	0.50%
NOARK 2023	Match	\$26.00	\$20.43	\$25.54	\$30.65	\$26.00	\$20.43	\$25.54	\$30.65	0.50%
Averages	Match	\$27.40	\$21.97	\$27.29	\$33.11	\$27.11	\$21.72	\$26.99	\$32.74	0.51%
City of Fayetteville, AR	Match					\$26.20	\$21.75	\$26.20	\$32.49	0.49%
						\$ Difference	\$-0.91	\$0.03	\$-0.79	\$-0.25
						% Difference	-3.47%	0.14%	-3.02%	-0.77%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Index Tab	97 - WATER & SEWER FIELD MAINTENANCE SUPERVISOR									
Job Description and Qualifications:										
Responsible for overseeing water and sewer field operations. Prepare labor, material, time and equipment estimates for work performed in the area of assignment. Interact with utilities, public agencies and City departments in response to inquiries and complaints.										
Education						FLSA				
H.S. Diploma or GED						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory				
Management Experience						Department				
3 years						Water & Sewer (160)				
Certificates & Licenses										
Class A CDLwith Tanker Endorsement within 6 months, Water Distribution License Grade IV III and Class I Sewer License with 2 years										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$37.64	\$28.99	\$36.24	\$43.49	\$37.64	\$28.99	\$36.24	\$43.49	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$35.46	\$27.45	\$35.03	\$40.58	\$33.69	\$26.08	\$33.28	\$38.55	0.48%
City of Rogers, AR	Match	\$35.55	\$28.95	\$36.19	\$43.43	\$35.55	\$28.95	\$36.19	\$43.43	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$35.51	\$27.09	\$33.86	\$40.63	\$35.51	\$27.09	\$33.86	\$40.63	0.50%
NOARK 2023	Match	\$34.96	\$27.07	\$33.84	\$40.61	\$34.96	\$27.07	\$33.84	\$40.61	0.50%
Averages	Match	\$36.55	\$28.56	\$35.80	\$42.75	\$35.47	\$27.64	\$34.68	\$41.34	0.50%
City of Fayetteville, AR	Match					\$35.24	\$27.11	\$32.66	\$40.50	0.49%
						\$ Difference	\$-0.23	\$-0.53	\$-2.02	\$-0.84
						% Difference	-0.65%	-1.95%	-6.18%	-2.07%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

<u>Index Tab</u>	98 - WATER & SEWER OPERATIONS CLERK									
Job Description and Qualifications:										
Responsible for providing clerical, administrative and secretarial support by assisting the department manager and other personnel by planning and organizing the day to day operations of the office. Respond to city and public calls to the division, perform crew and field service representative dispatching, process all Arkansas One Call requests.										
Education						FLSA				
High School or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 Years						Non-Supervisory				
Management Experience						Department				
Not Required						W&S				
Certificates & Licenses										
Must possess a valid Arkansas Driver's License.										
City	Job Match	Average Hourly Salary	Salary Range			Geo Adjusted Hourly Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
City of Bentonville, AR	Match	\$18.92	\$14.91	\$18.67	\$22.43	\$18.92	\$14.91	\$18.67	\$22.43	0.50%
City of Jonesboro, AR										
City of Lawrence, KS	Match	\$21.12	\$18.75	\$23.93	\$27.73	\$20.06	\$17.81	\$22.73	\$26.34	0.48%
City of Rogers, AR	Match	\$19.48	\$15.39	\$19.24	\$23.08	\$19.48	\$15.39	\$19.24	\$23.08	0.50%
City of Springdale, AR										
DOL - BLS - NWA	Match	\$20.38	\$15.80	\$19.75	\$23.70	\$20.38	\$15.80	\$19.75	\$23.70	0.50%
NOARK 2023	Match	\$20.82	\$16.23	\$20.29	\$24.35	\$20.82	\$16.23	\$20.29	\$24.35	0.50%
Averages	Match	\$20.14	\$16.22	\$20.38	\$24.26	\$19.93	\$16.03	\$20.14	\$23.98	0.50%
City of Fayetteville, AR	Match					\$20.80	\$15.71	\$18.93	\$23.47	0.49%
						\$ Difference	\$0.87	\$-0.32	\$-1.21	\$-0.51
						% Difference	4.18%	-2.04%	-6.39%	-2.17%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD)										

Summary

Salary Job Title	Grade	Average Market Hourly Rate	Fayetteville Average Hourly Rate	Difference at Average	Average Market Min	Fayetteville Min	Difference at Min	Average Market Mid	Fayetteville Mid	Difference at Mid	Average Market Max	Fayetteville Max	Difference at Max
ACCOUNTING CLERK - PAYABLES	J415	\$22.54	\$22.08	-2.08%	\$17.88	\$18.73	4.54%	\$22.42	\$22.57	0.66%	\$27.09	\$27.99	3.22%
ACCOUNTING DIRECTOR	J433	\$52.42	\$51.88	-1.04%	\$42.56	\$42.56		\$53.45	\$51.28	-4.23%	\$65.25	\$63.59	-2.61%
ACCOUNTING MANAGER - PAYROLL AND PENSION	J428	\$41.20	\$42.07	2.07%	\$33.00	\$34.79	5.15%	\$41.42	\$41.92	1.19%	\$50.48	\$51.98	2.89%
AIRPORT MAINTENANCE WORKER III	J412	\$21.22	\$23.47	9.59%	\$16.88	\$15.71	-7.45%	\$21.00	\$18.93	-10.94%	\$25.45	\$23.47	-8.44%
ANIMAL SERVICES OFFICER	J413	\$19.46	\$19.53	0.36%	\$16.89	\$16.72	-1.02%	\$21.18	\$20.15	-5.11%	\$25.58	\$24.99	-2.36%
ASSISTANT FIRE CHIEF	J433	\$56.43	\$63.59	11.26%	\$43.35	\$42.56	-1.86%	\$52.99	\$51.28	-3.33%	\$63.40	\$63.59	0.30%
ASSISTANT WATER & SEWER OPERATIONS MANAGER	J426	\$42.45	\$37.73	-12.51%	\$32.81	\$30.95	-6.01%	\$41.02	\$37.29	-10.00%	\$49.46	\$46.24	-6.96%
AUTOMOTIVE PARTS SPECIALIST	J416	\$22.54	\$20.92	-7.74%	\$19.27	\$19.74	2.38%	\$24.11	\$23.78	-1.39%	\$28.96	\$29.49	1.80%
BACKFLOW PREVENTION TECHNICIAN	J415	\$24.17	\$23.92	-1.05%	\$19.17	\$18.73	-2.35%	\$23.71	\$22.57	-5.05%	\$28.67	\$27.99	-2.43%
BENEFITS & LEAVE ADMINISTRATOR	J418	\$26.95	\$27.78	2.99%	\$22.08	\$21.75	-1.52%	\$27.65	\$26.20	-5.53%	\$33.50	\$32.49	-3.11%
BUDGET DIRECTOR	J433	\$58.40	\$63.59	8.16%	\$45.28	\$42.56	-6.39%	\$57.10	\$51.28	-11.35%	\$69.20	\$63.59	-8.82%
BUSINESS LICENSE CLERK	J413	\$19.88	\$19.23	-3.38%	\$16.63	\$16.72	0.54%	\$20.86	\$20.15	-3.52%	\$25.33	\$24.99	-1.36%
BUSINESS SYSTEMS ANALYST	J425	\$39.27	\$36.99	-6.16%	\$29.49	\$29.03	-1.58%	\$37.06	\$34.97	-5.98%	\$45.04	\$43.36	-3.87%
CAD DRAFTER	J417	\$27.24	\$28.85	5.58%	\$20.54	\$20.74	0.96%	\$25.52	\$24.99	-2.12%	\$30.96	\$30.99	0.10%
CHIEF FINANCIAL OFFICER	J437	\$69.75	\$75.90	8.10%	\$56.07	\$50.80	-10.37%	\$70.61	\$61.21	-15.36%	\$85.50	\$75.90	-12.65%
CHIEF OF STAFF	J439	\$74.42	\$72.41	-2.78%	\$57.48	\$54.92	-4.66%	\$72.05	\$66.17	-8.89%	\$87.72	\$82.05	-6.91%
CITY ATTORNEY	J439	\$76.89	\$71.54	-7.48%	\$57.13	\$54.92	-4.02%	\$71.73	\$66.17	-8.40%	\$87.16	\$82.05	-6.23%
CITY CLERK/TREASURER	J432	\$53.20	\$51.57	-3.16%	\$42.26	\$40.50	-4.35%	\$52.95	\$48.80	-8.50%	\$63.60	\$60.51	-5.11%
CITY PROSECUTOR	J432	\$55.57	\$60.51	8.16%	\$40.04	\$40.50	1.14%	\$52.38	\$48.80	-7.34%	\$63.81	\$60.51	-5.45%
CODE COMPLIANCE OFFICER	J415	\$22.65	\$20.99	-7.91%	\$18.00	\$18.73	3.90%	\$22.58	\$22.57	-0.04%	\$27.24	\$27.99	2.68%
COMMUNICATIONS & MARKETING DIRECTOR	J433	\$50.03	\$52.88	5.39%	\$40.55	\$42.56	4.72%	\$51.05	\$51.28	0.45%	\$62.66	\$63.59	1.46%
COMMUNICATIONS PROJECT MANAGER - WEB	J421	\$30.56	\$28.80	-6.11%	\$24.55	\$23.80	-3.15%	\$30.56	\$28.67	-6.59%	\$36.95	\$35.55	-3.94%
COMMUNITY RESOURCES DIRECTOR/EQUITY OFFICER	J428	\$47.34	\$51.98	8.93%	\$37.47	\$34.79	-7.70%	\$47.23	\$41.92	-12.67%	\$57.18	\$51.98	-10.00%
CONSTRUCTION LEAD MAINTENANCE WORKER	J414	\$23.43	\$22.50	-4.13%	\$18.74	\$17.72	-5.76%	\$23.29	\$21.35	-9.09%	\$28.25	\$26.47	-6.72%
CREW LEADER - TRANSPORTATION	J415	\$24.08	\$23.23	-3.66%	\$19.70	\$18.73	-5.18%	\$24.52	\$22.57	-8.64%	\$29.81	\$27.99	-6.50%
CREW LEADER WATER LICENSE	J417	\$27.17	\$27.49	1.16%	\$21.32	\$20.74	-2.80%	\$26.50	\$24.99	-6.04%	\$31.89	\$30.99	-2.90%
CRIME SCENE TECHNICIAN	J417	\$28.83	\$26.80	-7.57%	\$23.03	\$20.74	-11.04%	\$28.40	\$24.99	-13.65%	\$34.29	\$30.99	-10.65%
CUSTOMER SERVICE COORDINATOR I	J414	\$19.46	\$17.89	-8.78%	\$17.29	\$17.72	2.43%	\$21.70	\$21.35	-1.64%	\$25.86	\$26.47	2.30%
DEPUTY COURT CLERK	J415	\$21.29	\$24.48	13.03%	\$18.11	\$18.73	3.31%	\$22.72	\$22.57	-0.66%	\$27.28	\$27.99	2.54%
DIRECTOR OF ECONOMIC VITALITY	J433	\$56.40	\$56.20	-0.36%	\$44.10	\$42.56	-3.62%	\$55.42	\$51.28	-8.07%	\$67.43	\$63.59	-6.04%
DIRECTOR OF PARKS, NATURAL RESOURCES & CULTURAL AFFAIRS	J436	\$61.11	\$58.86	-3.82%	\$46.00	\$48.75	5.64%	\$57.95	\$58.73	1.33%	\$70.40	\$72.83	3.34%
DISPATCH MANAGER	J427	\$43.23	\$49.10	11.96%	\$32.55	\$32.87	0.97%	\$40.66	\$39.60	-2.68%	\$49.41	\$49.10	-0.63%
DISPATCH SHIFT SUPERVISOR	J421	\$29.75	\$29.79	0.13%	\$23.59	\$23.80	0.88%	\$29.35	\$28.67	-2.37%	\$35.57	\$35.55	-0.06%

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DISPATCH SHIFT SUPERVISOR	J421	\$29.75	\$29.79	0.13%	\$23.59	\$23.80	0.88%	\$29.35	\$28.67	-2.37%	\$35.57	\$35.55	-0.06%
DISPATCHER I	J415	\$20.86	\$19.35	-7.80%	\$18.33	\$18.73	2.14%	\$22.71	\$22.57	-0.62%	\$27.44	\$27.99	1.96%
DISTRICT COURT ADMINISTRATOR	J430	\$46.57	\$48.94	4.84%	\$35.50	\$38.64	8.13%	\$44.86	\$46.55	3.63%	\$54.21	\$57.72	6.08%
ENVIRONMENTAL DIRECTOR	J435	\$60.46	\$57.73	-4.73%	\$46.90	\$46.68	-0.47%	\$58.96	\$56.24	-4.84%	\$71.76	\$69.74	-2.90%
EQUIPMENT MECHANIC II	J415	\$22.84	\$21.63	-5.59%	\$18.87	\$18.73	-0.75%	\$23.43	\$22.57	-3.81%	\$28.50	\$27.99	-1.82%
FACILITIES & BUILDING MAINTENANCE MANAGER	J427	\$39.59	\$39.68	0.23%	\$31.94	\$32.87	2.83%	\$40.37	\$39.60	-1.94%	\$48.97	\$49.10	0.26%
FIELD OPERATIONS SUPERVISOR - FORESTRY	J419	\$29.54	\$26.63	-10.93%	\$23.76	\$22.75	-4.44%	\$29.51	\$27.41	-7.66%	\$35.80	\$33.99	-5.33%
FIELD OPERATIONS SUPERVISOR - TRANSPORTATION	J419	\$32.26	\$30.61	-5.39%	\$25.10	\$22.75	-10.33%	\$31.22	\$27.41	-13.90%	\$37.80	\$33.99	-11.21%
FIELD SERVICE REPRESENTATIVE	J418	\$28.84	\$30.20	4.50%	\$22.76	\$21.75	-4.64%	\$28.27	\$26.20	-7.90%	\$34.02	\$32.49	-4.71%
FINANCIAL ANALYST - FIRE	J421	\$31.69	\$33.73	6.05%	\$25.31	\$23.80	-6.34%	\$31.51	\$28.67	-9.91%	\$38.09	\$35.55	-7.14%
FIRE CHIEF	J437	\$68.39	\$68.56	0.25%	\$54.62	\$50.80	-7.52%	\$67.05	\$61.21	-9.54%	\$80.09	\$75.90	-5.52%
FLIGHT LINE OPERATIONS TECHNICIAN	J412	\$19.25	\$17.81	-8.09%	\$16.36	\$15.71	-4.14%	\$20.32	\$18.93	-7.34%	\$24.66	\$23.47	-5.07%
GIS ANALYST	J423	\$29.94	\$29.06	-3.03%	\$24.93	\$25.66	2.84%	\$31.24	\$30.91	-1.07%	\$37.46	\$38.33	2.27%
GIS MANAGER	J428	\$43.88	\$46.69	6.02%	\$33.39	\$34.79	4.02%	\$41.93	\$41.92	-0.02%	\$51.07	\$51.98	1.75%
GIS TECNICIAN	J417	\$25.57	\$30.99	17.49%	\$20.86	\$20.74	-0.58%	\$26.18	\$24.99	-4.76%	\$31.44	\$30.99	-1.45%
HORTICULTURAL ASSISTANT II	J412	\$18.40	\$17.63	-4.37%	\$17.06	\$15.71	-8.59%	\$21.22	\$18.93	-12.10%	\$25.70	\$23.47	-9.50%
HUMAN RESOURCES DIRECTOR	J434	\$58.89	\$58.45	-0.75%	\$46.65	\$44.63	-4.53%	\$58.54	\$53.77	-8.87%	\$71.28	\$66.67	-6.91%
HUMAN RESOURCES GENERALIST	J423	\$31.07	\$30.91	-0.52%	\$25.28	\$25.66	1.48%	\$31.67	\$30.91	-2.46%	\$38.16	\$38.33	0.44%
INFORMATION TECHNOLOGIES DIRECTOR	J435	\$60.40	\$62.23	2.94%	\$48.50	\$46.68	-3.90%	\$60.84	\$56.24	-8.18%	\$74.05	\$69.74	-6.18%
INSPECTOR/COMMERCIAL & RESIDENTIAL	J417	\$24.73	\$23.97	-3.17%	\$20.21	\$20.74	2.56%	\$25.53	\$24.99	-2.16%	\$31.04	\$30.99	-0.16%
INTERNAL AUDITOR	J427	\$39.42	\$37.80	-4.29%	\$31.98	\$32.87	2.71%	\$40.53	\$39.60	-2.35%	\$49.03	\$49.10	0.14%
LEAD MAINTENANCE WORKER GROUNDS - PARKS	J414	\$23.48	\$21.60	-8.70%	\$19.42	\$17.72	-9.59%	\$24.16	\$21.35	-13.16%	\$29.42	\$26.47	-11.14%
MAINTENANCE WORKER II PARKS	J410	\$17.63	\$17.05	-3.40%	\$14.87	\$13.86	-7.29%	\$18.51	\$16.70	-10.84%	\$22.53	\$20.71	-8.79%
MAINTENANCE WORKER III PARKS	J411	\$19.93	\$17.79	-12.03%	\$16.36	\$15.21	-7.56%	\$20.32	\$18.32	-10.92%	\$24.65	\$22.72	-8.49%
MAINTENANCE WORKER III TRANSPORTATION	J411	\$18.94	\$17.48	-8.35%	\$16.04	\$15.21	-5.46%	\$20.05	\$18.32	-9.44%	\$24.47	\$22.72	-7.70%
MAINTENANCE WORKER III WATER SEWER	J414	\$23.07	\$18.76	-22.97%	\$18.74	\$17.72	-5.76%	\$23.16	\$21.35	-8.48%	\$27.79	\$26.47	-4.99%
MAINTENANCE WORKER IV CONCRETE	J413	\$20.64	\$18.43	-11.99%	\$17.50	\$16.72	-4.67%	\$21.76	\$20.15	-7.99%	\$26.34	\$24.99	-5.40%
MAINTENANCE WORKER IV WATER & SEWER LICENSED	J415	\$24.73	\$21.86	-13.13%	\$19.76	\$18.73	-5.50%	\$24.66	\$22.57	-9.26%	\$29.25	\$27.99	-4.50%
METER MAINTENANCE TECHNICIAN	J415	\$26.11	\$25.56	-2.15%	\$19.88	\$18.73	-6.14%	\$24.96	\$22.57	-10.59%	\$29.72	\$27.99	-6.18%
METER READER	J412	\$19.22	\$17.90	-7.37%	\$16.37	\$15.71	-4.20%	\$20.34	\$18.93	-7.45%	\$24.49	\$23.47	-4.35%
NETWORK ANALYST	J424	\$33.35	\$31.65	-5.37%	\$27.86	\$27.11	-2.77%	\$34.70	\$32.66	-6.25%	\$42.08	\$40.50	-3.90%
NETWORK ENGINEER	J427	\$44.47	\$49.08	9.39%	\$34.95	\$32.87	-6.33%	\$43.87	\$39.60	-10.78%	\$53.38	\$49.10	-8.72%
OPERATIONS ASSISTANT - TRANSPORTATION	J412	\$21.53	\$19.47	-10.58%	\$16.79	\$15.71	-6.87%	\$20.88	\$18.93	-10.30%	\$25.48	\$23.47	-8.52%
PARK OPERATIONS DIRECTOR	J429	\$48.63	\$52.83	7.95%	\$36.80	\$36.71	-0.25%	\$46.56	\$44.23	-5.27%	\$56.22	\$54.85	-2.50%
PARK PLANNING SUPERINTENDENT	J426	\$41.27	\$46.03	10.34%	\$31.09	\$30.95	-0.45%	\$39.65	\$37.29	-6.33%	\$48.08	\$46.24	-3.98%
PARKING ENFORCEMENT OFFICER	J415	\$21.73	\$21.61	-0.56%	\$17.96	\$18.73	4.11%	\$22.55	\$22.57	0.09%	\$27.09	\$27.99	3.22%
PERMIT COORDINATOR	J413	\$20.83	\$19.53	-6.66%	\$17.60	\$16.72	-5.26%	\$21.90	\$20.15	-8.68%	\$26.79	\$24.99	-7.20%

APPENDIX 6

PLANNER	J419	\$27.38	\$27.89	1.83%	\$22.71	\$22.75	0.18%	\$28.58	\$27.41	-4.27%	\$34.47	\$33.99	-1.41%
POLICE CAPTAIN	J433	\$57.44	\$63.26	9.20%	\$42.44	\$42.56	0.28%	\$52.38	\$51.28	-2.15%	\$62.87	\$63.59	1.13%
POLICE CHIEF	J437	\$70.03	\$75.77	7.58%	\$53.58	\$50.80	-5.47%	\$65.72	\$61.21	-7.37%	\$76.92	\$75.90	-1.34%
POLICE SUPPORT SPECIALIST	J414	\$21.21	\$19.09	-11.11%	\$17.55	\$17.72	0.96%	\$22.02	\$21.35	-3.14%	\$26.45	\$26.47	0.08%
PROJECT COORDINATOR - UTILITIES	J417	\$25.80	\$25.69	-0.43%	\$20.71	\$20.74	0.14%	\$26.00	\$24.99	-4.04%	\$31.23	\$30.99	-0.77%
PROPERTY / EVIDENCE MANAGER	J419	\$28.69	\$33.99	15.59%	\$22.57	\$22.75	0.79%	\$28.13	\$27.41	-2.63%	\$34.07	\$33.99	-0.24%
PUBLIC WORKS DIRECTOR	J436	\$69.89	\$71.86	2.74%	\$52.04	\$48.75	-6.75%	\$65.78	\$58.73	-12.00%	\$79.88	\$72.83	-9.68%
PW PROJECTS INSPECTOR	J415	\$25.42	\$23.69	-7.30%	\$20.69	\$18.73	-10.46%	\$25.71	\$22.57	-13.91%	\$31.17	\$27.99	-11.36%
RECREATION PROGRAMS MANAGER	J420	\$27.70	\$27.12	-2.14%	\$23.06	\$23.76	2.95%	\$28.92	\$28.63	-1.01%	\$34.89	\$35.50	1.72%
RECREATION SUPERINTENDENT	J426	\$39.10	\$46.24	15.44%	\$31.53	\$30.95	-1.87%	\$39.90	\$37.29	-7.00%	\$48.20	\$46.24	-4.24%
RECYCLING & TRASH COLLECTIONS OPERATIONS MANAGER	J426	\$38.94	\$38.18	-1.99%	\$31.16	\$30.95	-0.68%	\$39.53	\$37.29	-6.01%	\$48.18	\$46.24	-4.20%
RESIDENTIAL PLANS EXAMINER	J417	\$27.56	\$24.48	-12.58%	\$21.80	\$20.74	-5.11%	\$27.11	\$24.99	-8.48%	\$32.82	\$30.99	-5.91%
ROUTE DRIVER	J413	\$22.65	\$22.00	-2.95%	\$17.72	\$16.72	-5.98%	\$22.04	\$20.15	-9.38%	\$26.86	\$24.99	-7.48%
ROUTE SUPERVISOR	J416	\$27.80	\$26.78	-3.81%	\$21.70	\$19.74	-9.93%	\$26.98	\$23.78	-13.46%	\$32.90	\$29.49	-11.56%
SENIOR ADMINISTRATIVE ASSISTANT - MAYOR'S OFFICE	J415	\$28.84	\$30.69	6.03%	\$22.28	\$18.73	-18.95%	\$27.94	\$22.57	-23.79%	\$33.56	\$27.99	-19.90%
SENIOR PLANNER	J423	\$32.63	\$30.91	-5.56%	\$25.94	\$25.66	-1.09%	\$33.00	\$30.91	-6.76%	\$43.89	\$38.33	-14.51%
SENIOR POLICE SUPPORT SPECIALIST	J416	\$24.98	\$24.32	-2.71%	\$19.72	\$19.74	0.10%	\$25.32	\$23.78	-6.48%	\$30.87	\$29.49	-4.68%
SENIOR PURCHASING AGENT	J422	\$30.66	\$30.19	-1.56%	\$24.76	\$24.70	-0.24%	\$30.77	\$29.76	-3.39%	\$37.32	\$36.90	-1.14%
SHELTER ATTENDANT	J410	\$15.99	\$16.45	2.80%	\$14.20	\$13.86	-2.45%	\$17.68	\$16.70	-5.87%	\$21.50	\$20.71	-3.81%
STAFF ENGINEER - UNLICENSED	J419	\$37.44	\$33.13	-13.01%	\$26.67	\$22.75	-17.23%	\$35.64	\$27.41	-30.03%	\$45.96	\$33.99	-35.22%
SURVEYOR	J424	\$35.67	\$40.50	11.93%	\$28.02	\$27.11	-3.36%	\$35.14	\$32.66	-7.59%	\$42.18	\$40.50	-4.15%
TECHNICAL SUPPORT SPECIALIST	J423	\$28.87	\$32.89	12.22%	\$23.90	\$25.66	6.86%	\$29.98	\$30.91	3.01%	\$36.16	\$38.33	5.66%
TRAFFIC SIGNAL AND SIGNAGE TECHNICIAN	J416	\$23.92	\$22.92	-4.36%	\$19.99	\$19.74	-1.27%	\$25.06	\$23.78	-5.38%	\$30.27	\$29.49	-2.64%
URBAN FORESTER	J419	\$28.63	\$29.69	3.57%	\$22.32	\$22.75	1.89%	\$28.01	\$27.41	-2.19%	\$33.66	\$33.99	0.97%
UTILITIES ENGINEER	J430	\$49.94	\$51.16	2.38%	\$38.28	\$38.64	0.93%	\$48.47	\$46.55	-4.12%	\$58.59	\$57.72	-1.51%
UTILITIES FINANCIAL SERVICES DIRECTOR	J430	\$52.69	\$52.59	-0.19%	\$38.59	\$38.64	0.13%	\$48.69	\$46.55	-4.60%	\$59.65	\$57.72	-3.34%
WAREHOUSE SUPERVISOR	J418	\$27.11	\$26.20	-3.47%	\$21.72	\$21.75	0.14%	\$26.99	\$26.20	-3.02%	\$32.74	\$32.49	-0.77%
WATER & SEWER FIELD MAINTENANCE SUPERVISOR	J424	\$35.47	\$35.24	-0.65%	\$27.64	\$27.11	-1.95%	\$34.68	\$32.66	-6.18%	\$41.34	\$40.50	-2.07%
WATER & SEWER OPERATIONS CLERK	J412	\$19.93	\$20.80	4.18%	\$16.03	\$15.71	-2.04%	\$20.14	\$18.93	-6.39%	\$23.98	\$23.47	-2.17%
Overall Averages		\$35.00	\$35.28	0.80%	\$27.69	\$27.09	-2.21%	\$34.71	\$32.64	-6.34%	\$42.05	\$40.47	-3.90%

MONTHLY MEDICAL PREMIUM COST SHARES															
		Bentonville		Springdale		Rogers		Jonesboro		Lawrence, KS		NOARK Study		Fayetteville HDHP	
		%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Employee Only	Employee	11%	\$43.65	30%	\$96.97	10%	\$56.00	29%	\$165.85	3%	\$23.49	16%	\$54.00	14%	\$63.74
	City	89%	\$353.14	70%	\$226.27	90%	\$501.00	71%	\$406.10	97%	\$825.87	84%	\$280.00	86%	\$389.70
Employee & Spouse	Employee	11%	\$99.08	30%	\$193.73					13%	\$232.38	32%	\$169.00	15%	\$145.52
	City	89%	\$801.64	70%	\$452.03					87%	\$1,590.88	68%	\$364.00	85%	\$832.42
Employee & Child(ren)	Employee	11%	\$77.69	30%	\$174.26	20%	\$154.00			13%	\$213.61	27%	\$138.00	15%	\$110.22
	City	89%	\$628.60	70%	\$406.62	80%	\$615.00			87%	\$1,437.41	73%	\$369.00	85%	\$630.58
Employee & Family	Employee	11%	\$126.94	30%	\$266.38	22%	\$275.00	29%	\$356.34	15%	\$391.99	31%	\$290.00	15%	\$204.34
	City	89%	\$1,027.07	70%	\$621.54	78%	\$1,011.00	71%	\$872.46	85%	\$2,231.84	69%	\$659.00	85%	\$1,168.94
DENTAL PREMIUM COST SHARES															
		Bentonville		Springdale		Rogers		Jonesboro		Lawrence, KS		NOARK Study		Fayetteville	
		%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Employee Only	Employee	15%	\$4.93	30%	\$9.35	100%	\$24.68	0%	\$0.00	Included in	Medical Plan	53%	\$10.00	100%	\$30.22
	City	85%	\$27.93	70%	\$21.81	0%	\$0.00	100%	\$28.22			47%	\$9.00	0%	\$0.00
Employee & Spouse	Employee	15%	\$9.86	30%	\$19.49							61%	\$19.00	100%	\$60.44
	City	85%	\$55.88	70%	\$45.49							39%	\$12.00	0%	\$0.00
Employee & Child(ren)	Employee	15%	\$11.34	30%	\$17.53	100%	\$46.90					61%	\$20.00	100%	\$69.52
	City	85%	\$64.24	70%	\$40.89	0%	\$0.00					39%	\$13.00	0%	\$0.00
Employee & Family	Employee	15%	\$13.58	30%	\$29.78	100%	\$105.34					66%	\$40.00	100%	\$107.80
	City	85%	\$76.94	70%	\$69.48	0%	\$0.00					34%	\$21.00	0%	\$0.00
HSA Contribution															
		Bentonville		Springdale		Rogers		Jonesboro		Lawrence, KS		NOARK Study		Fayetteville	
		Employer Contribution/Year		Employee Contribution/Year								Employer \$\$/Year		Employer/ Monthly	Employer/ Annually
Employee Only	City	\$1,080		\$1,216								\$300 to \$3,850		\$87.50	\$1,050.00
Employee & Spouse	City	\$1,800		\$2,232								\$775 to \$7,750		\$123.34	\$1,480.08
Employee & Child(ren)	City	\$1,800		\$2,031								\$775 to \$7,750		\$157.50	\$1,890.00
Employee & Family	City	\$1,800		\$2,297								\$775 to \$7,750		\$190.00	\$2,280.00

A majority of the Fayetteville City employees have selected the HDHP Plan with \$3,200 and \$6,400 Annual Out of Pocket Limits.

Employee Medical Premium Expense Comparison

	Market Avg.	FYV HDHP	Variance	
Employee Only	16%	14%	-2%	
	\$71.63	\$63.74	-\$7.89	per month
Employee & Spouse	21%	15%	-6%	
	\$166.89	\$145.52	-\$21.37	per month
Employee & Child(ren)	20%	15%	-5%	
	\$143.97	\$110.22	-\$33.75	per month
Employee & Family	23%	15%	-8%	
	\$271.94	\$204.34	-\$67.60	per month

Market

	Average	Fayetteville	
	OOP	OOP-HSA\$	Variance
Individual	\$3,405	\$2,150	-\$1,255
Family	\$7,725	\$4,120	-\$3,605

APPENDIX 7

CITY	RETIREMENT	MEDICAL & DENTAL PLANS							TIME OFF PLANS FOR MERIT POSITIONS				SHIFT / ON CALL PAY		EDUCATION REIMBURSEMENT
	Retirement Plans for Merit Positions	Plan Offerings	Insurance Premium Cost Share % and \$	Deductibles	Out of Pocket	H.S.A. Contributions	Flexible Spending Account	Wellness Program	Holidays	Vacation Days	Sick Days	Personal Days	Shift Differentials	On-Call Pay	Tuition Reimbursement
Fayetteville	401(a) City pays 12%, employee pays 3% into 457 plan, employee may contribute up to IRS 457 annual maximum	HDHP w/HSA (BCBS) is the most popular Medical Plan Option with 95% participation and Delta Dental	See Cost Shares Table	PPO Individual/ \$1,000 and Family/ \$2,000; HDHP Individual/ \$1,200 and Family/ \$6,400	PPO Individual/ \$3,000 and Family/ \$6,000; HDHP Individual/ \$3,200 and Family/ \$6,400	Employer Paid EE Only: \$1,050 EE/Family: \$2,280 HDHP Only	PPO: Medical and dependent care. HDHP: H.S.A., limited purpose dental/vision and dependent care.	Flu Shots; Hep B shots; Wellbeing Day: Free City Gym; Individualized Health Coaching and Wellness Incentives	12	0-1 year = 10 days/year 1-4 years = 12 days/year 4-9 years = 14 days/year 9-14 years = 16 days/year 14-19 years = 18 days/year 19-24 years = 20 days/year 24-29 years = 24 days/year 29+ years = 26 days/year	12/year	2/year	Dispatch personnel permanently assigned to afternoon or night shift only - \$1.50/hr for all hours physically worked	\$20.15 per day	No
Bentonville	APERS: City pays 15.32% of gross wages and employee pays 5.30%, vested after 5 years of service plus vol. 457 plan.	HDHP (BCBS) and Delta Dental	See Cost Share Table	\$3,200 Individual and \$6,400 Family	\$3,200 Individual and \$6,400 Family	See Cost Share Table	No	Health Assessment Screening	12	1 year = 15 days/year After 5 = 18 days/year After 11 = 20 days/year 21-25 years = 22 to 24 days/yr	20/year	0	No	No-Uniformed \$15 per day	\$1,500 maximum per year
Jonesboro	Nest Egg 457-B City matched up to 5% plus voluntary 457-B Nationwide and Arkansas Diamond	Co-pay PPO (BCBS) and Delta Dental	See Cost Shares Table	PPO Individual/ \$750 and TOOP with Family/\$3,750	PPO Individual/ \$3,575 Family/\$10,725	Employee only	Medical reimbursement and dependent care	discounts for local gyms and written wellness plan	11	Years of Service - Days 1-5 = 10 days/year 5-14 = 15 days/year 15+ = 20 days/year	12/year	None	No	Paid as overtime for non-uniformed positions.	No
Lawrence, KS	KPERS: City pays 9.26% of gross wages and employee pays 6% plus a voluntary 457 plan	HDHP and Co-pay plan with HRA (Aetna) and Delta Dental	See Cost Shares Table	HRA Individual/ \$1,750 and Family/\$3,500	PPO Individual/ \$4,000 Family/\$8,000	HRA Contributions by City: \$250 for Individual Deductible and \$500 for Family Deductible	Eligible health care and dependent care costs; \$3,050 Maximum for Employee and \$5,000 Maximum per year per household	Wellness Clinic for wellness and acute care visits. Annual Routine Physical. Immunizations. Annual Vision Exam and Dental Cleanings/Exams/X-rays, 2X per year. Additional \$800 for HRA contribution for meeting wellness goals.	10	Years of Service - Days 1-5 = 12 days/year 5-10 = 16 days/year 11-15 = 19 days/year 16-20 = 22 days/year 21-25 = 24 days/year 26+ = 25 days/year	12/year	2/year	No	On-call Pay: 1 hour per week night and 2 hours per weekend or holiday	No
Rogers	APERS: City pays 15.32% of gross wages and employee pays 5%, vested after 5 years of service plus voluntary 457 plan	Co-pay PPO (BCBS) and Delta Dental	See Cost Shares Table	PPO Individual/ \$750 and Family/\$1,500	PPO Individual/ \$2,250 Family/\$5,500	No		Voluntary Flu Shots. Some departments offer voluntary biometric screening.	11 plus birthday	Current Employees Years of Service - Days 1-5 = 10 days/year 5-10 = 15 days/year 10+ = 20 days/year	Current EEs 12/yr New EEs PTO Plan Years of Service - Days 1-5 = 17.88 days/year 5-10 = 22.88 days/year 10-15 = 27.88 days/year 15+ = 32.88 days/year	None	No	No	No
Springdale	VOYA: City pays 6% of gross wages and employees pay 3%, vested after 5 years of service; optional 457 plan	Co-pay PPO, HDHP w/HSA (BCBS) and Delta Dental	See cost shares table	PPO \$1,000 HDHP \$4,000	PPO Individual/\$2,000 and Family/\$4,000 HDHP Individual/ \$4,000 and Family/ \$8,000	Employer Paid EE Only \$1,216 EE/Spouse \$2,232 EE/Child+ \$2,031 EE/Family \$2,297	Medical reimbursement and dependent care	Free access to City Gym and free membership to Springdale Rec Center	12	Years of Service - Days 1 Year = 10 days/year 2-9 = 15 days/year 10-19 = 20 days/year 20+ years = 25 days/year	20/year	None	No	\$15 per day for non-uniformed positions	Student Paramedic pays \$2,000 per year
NOARK Study Averages	78% 401(k) or 403(b) 22% Defined Benefit 7% Profit Sharing 2.0% - 12% 401(k) Contributions Average Contribution 5.22% Mode 4%	93% offer Medical and Dental Plan Coverages 75% are PPO plans and 64% offers HDHP plans	See Cost Shares Table	Survey Averages: PPO Individual/ \$2,500 and Family/ \$5,000	Average of \$7,700 for combination of individuals and Families Range of \$1,400 to \$14,000	51% offer H.S.A. plans. Employer contribution range: Individual \$300 to \$3,850 and Family \$775 to \$7,750	73% offer FSA's	40% Offer Wellness Programs. Top Four Programs included Bio-metric Screenings, Smoking Cessation, On-site Gym and Lunch & Learn health education sessions	Range 7 to 15 Average 11	85% Offer Vacation Days Ranging from 4 - 22 Days 46% Offer PTO Days Ranging from 15-25 Days	10/year	2/year Mode	Shift Pay Per Hour \$1.25 2nd Shift \$1.25 3rd Shift NR - Saturdays NR - Sundays	NR	71% Offer Education Reimbursement Plans



MEETING OF FEBRUARY 27, 2024

TO: Mayor Jordan and City Council
THRU:
FROM: Paul Becker, Chief Financial Officer
SUBJECT: **2024 Employee Compensation Appropriation Authority**

RECOMMENDATION:

The Mayor's recommendation is for the City Council to obligate appropriated funds to provide for the compensation package outlined below.

BACKGROUND:

As was discussed during the 2024 Budget process, the Mayor is recommending a compensation package to the City Council based on the Non-uniformed Staff Pay and Benefits Study recently completed and step increases for eligible sworn personnel under the step pay plan.

Sufficient amounts for this plan were included in the 2024 Budget and all funds have the capacity to afford these salary increases.

DISCUSSION:

Based on these results, the Mayor is recommending the following compensation package to the Council:

- The plan would provide across the board increases to all Non-uniformed personnel effective 04/01/2024. The increases will be based on the 6.34% movement to the structure approved with the 2024 Pay and Benefits Study.
- The plan would provide for a one-step increase for eligible Police and Fire uniformed personnel beginning 04/01/2024.
- Uniformed personnel to be eligible to receive a step increase must have completed at least one year of service, which means they must have been paid on Pay Period #8, 2023 which equals a start date before 04/17/2023.
- The 2024 cost of this plan is projected to be \$1,463,000 in the General Fund. The 2024 cost for all funds would be \$2,326,000.
- The ongoing cost of the plan in future years will be \$2,001,000 for the General Fund and \$3,183,000 for all funds.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

The financial impact of this proposal on the expenditure budgets for various funds are as follows:

2024 - Step / Merit Payplan Impact

FUNDING SOURCE	ANNUAL IMPACT	PARTIAL IMPACT
1010 - General	\$ 2,001,000	\$ 1,463,000
2100 - Street	222,000	162,000
2130 - Parking	33,000	24,000
2180 - Community Development	21,000	15,600
2250 - Parks Development	137,000	100,000
2930 - Drug Law Enforcement Grant	16,000	11,500
5400 - Water and Sewer	391,000	286,000
5500 - Recycling and Trash Collection	244,000	178,000
5550 - Airport	40,000	28,900
9700 - Shop	78,000	57,000
Total	\$ 3,183,000	\$ 2,326,000

ATTACHMENTS: SRF (#3)

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 #: 2024-1726

2024 Employee Compensation Appropriation Authority

A RESOLUTION TO OBLIGATE FUNDS IN THE AMOUNT OF \$2,326,000.00 TO FACILITATE THE CITY-WIDE 2024 EMPLOYEE COMPENSATION ADJUSTMENT

WHEREAS, Mayor Jordan's proposed Employment Compensation Adjustment will cost the General Fund about \$1,463,000.00 for 2024 for General Fund employees; and

WHEREAS, including all employees (Water and Sewer, Recycling and Trash Collection, etc. as well as General Fund employees), the cost will be about \$2,326,000.00 for 2024; and

WHEREAS, the approved 2024 budget included sufficient amounts for this plan and all funds have the capacity to afford the proposed salary increases.

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 obligation of previously appropriated funds in the amount of \$2,326,000.00 to fund the city-wide 2024 Employee Compensation Adjustment.

City of Fayetteville Staff Review Form

2024-1726

Item ID

3/5/2024

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

Paul A Becker

2/13/2024

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

2024 CITY-WIDE EMPLOYEE COMPENSATION:

A RESOLUTION TO IMPLEMENT THE 2024 SALARY SURVEY AND PROVIDE A STEP INCREASE FOR ELIGIBLE SWORN PERSONNEL.

Budget Impact:

####.###.####-51##.##

All Funds

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 85,191,863.00

Expenses (Actual+Encum)

\$ 10,021,488.00

Available Budget

\$ 75,170,375.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 75,170,375.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: