City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, April 2, 2024

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1
Council Member D'Andre Jones Ward 1
Council Member Sarah Moore Ward 2
Council Member Mike Wiederkehr Ward 2
Council Member Scott Berna Ward 3
Council Member Sarah Bunch Ward 3
Council Member Teresa Turk Ward 4
Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

1. WEBINAR ID: 859 9722 8492
PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR /REGISTER/WN_BFDE85TBQ9I1TRVENJCYXQ

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER

PROPOSED AGENDA ADDITIONS

A. CONSENT

A.1. APPROVAL OF THE MARCH 19, 2024 CITY COUNCIL MEETING MINUTES

A.2. MOSER CONSTRUCTION, LLC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID # 24-23 AND AUTHORIZE A CONTRACT WITH MOSER CONSTRUCTION, LLC. IN THE AMOUNT OF $2,479,775.00 FOR CONSTRUCTION OF THE YVONNE RICHARDSON COMMUNITY CENTER EXPANSION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $123,988.85, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 PARK IMPROVEMENT BOND PROJECT (2024-1818)

A.3. PARK DONATION REVENUE (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $3,550.00 RECOGNIZING DONATION REVENUE FROM RESIDENTS AND LOCAL BUSINESSES TO THE PARKS, NATURAL RESOURCES AND CULTURAL AFFAIRS DEPARTMENT (2024-1831)

A.4. VALUEPOINT COOPERATIVE (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TIRES, TUBES, AND SERVICES ON AN AS NEEDED BASIS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH JUNE

30, 2024 AND ANY FUTURE RENEWAL PERIODS (2024-1812)

A.5. SUPERIOR CHEVROLET OF SILOAM SPRINGS (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET 1500 SILVERADO FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, PURSUANT TO ORDINANCE 6491, IN THE AMOUNT OF $43,575.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1814)

A.6. LEWIS AUTOMOTIVE GROUP (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO ELECTRIC VEHICLES FROM LEWIS AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF $123,249.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO ORDINANCE 6491, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1815)

A.7. GRIFFIN RESIDUALS, LLC. (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE DRYING AS A SERVICE AGREEMENT WITH GRIFFIN RESIDUALS, LLC. IN THE TOTAL AMOUNT OF $91,668.69 FOR THE PURCHASE OF A HOPPER AND CONVEYOR FOR THE THERMAL DRYER AT THE BIOSOLIDS MANAGEMENT SITE (2024-1827)

A.8. GARVER, LLC. (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC. IN AN AMOUNT NOT TO EXCEED $70,500.00 FOR ADDITIONAL BIDDING AND CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE 24-INCH WATERLINE REPLACEMENT PROJECT (2024-1829)

A.9. GOINS ENTERPRISES, INC. (CONSTRUCTION CONTRACT):

A RESOLUTION TO AWARD BID # 24-24 AND AUTHORIZE A CONTRACT WITH GOINS ENTERPRISES, INC. IN THE AMOUNT OF $3,856,107.50 FOR THE REPLACEMENT OF A WATERLINE FROM MARTIN LUTHER KING JUNIOR BOULEVARD TO SOUTH SCHOOL AVENUE, TO APROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $73,392.50, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1828)

A.10. MCCLELLAND CONSULTING ENGINEERS, INC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC., PURSUANT TO RFQ 24-01, SELECTION #6, IN AN AMOUNT NOT TO EXCEED $183,285.00 FOR DESIGN SERVICES

ASSOCIATED WITH PHASE ONE IMPROVEMENTS TO BRYCE DAVIS COMMUNITY PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1825)

A.11. 120 WATER AUDITS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE A TWO YEAR PROFESSIONAL SERVICES AGREEMENT WITH 120 WATER AUDITS, INC. FOR WATER SERVICE LINE INVENTORY COMPLIANCE SERVICES IN THE AMOUNT OF $55,000.00 PER YEAR (2024-1854)

A.12. WATER METER PURCHASE (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $608,317.00 TO UTILIZE FUNDS FROM A COMPLETED SEWER REHABILITATION PROJECT TO PURCHASE WATER METERS (2024-1857)

A.13. HAZMAT SERVICES REVENUE (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $14,634.00 RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET (2024-1819)

B. UNFINISHED BUSINESS

B.1. SECTION 50.04 - DEPOSITING ON VACANT LOTS (AMENDMENT):

AN ORDINANCE TO AMEND §50.04 DEPOSITING ON VACANT LOTS OF THE FAYETTEVILLE CODE TO INCLUDE A PROHIBITION ON DUMPING MULCH, COMPOST, FILL DIRT, AND BRUSH ON VACANT LOTS IN THE CITY (2024-1721)

AT THE FEBRUARY 20, 2024 CITY COUNCIL MEETING THIS ORDINANCE WAS TABLED TO THE APRIL 2, 2024 CITY COUNCIL MEETING.

B.2. WEST TRANSMISSION WATERLINE (ORDINANCE APPROVAL):

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED $85,000,000 WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2024, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF PLANNING, DESIGNING, ACQUIRING, CONSTRUCTING AND EQUIPPING CERTAIN WATER TRANSMISSION LINE IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND SERVICING FEE ON THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BOND; AND PRESCRIBING OTHER MATTERS RELATING THERETO. (2024-1728)

AT THE MARCH 19, 2024 CITY COUNCIL MEETING THIS ORDINANCE WAS TABLED TO THE APRIL 2, 2024 CITY COUNCIL MEETING.

B.3. DECLARE HOUSING CRISIS / STATE OF EMERGENCY (RESOLUTION):

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE (2024-1811)

AT THE MARCH 19, 2024 CITY COUNCIL MEETING THIS RESOLUTION WAS TABLED TO THE APRIL 2, 2024 CITY COUNCIL MEETING.

B.4. ACTION SUMMARY & ANTICIPATED HOUSING SUPPORT (RESOLUTION):

A RESOLUTION TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE (2024-1817)

AT THE MARCH 19, 2024 CITY COUNCIL MEETING THIS RESOLUTION WAS TABLED TO THE APRIL 2, 2024 CITY COUNCIL MEETING.

B.5. REZONING-2024-0001: (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0001 FOR APPROXIMATELY 6.31 ACRES LOCATED AT 3006 NORTH OLD MISSOURI ROAD IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE; NS-G, NEIGHBORHOOD SERVICES GENERAL; AND NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE AND R-A, RESIDENTIAL AGRICULTURAL (2024-1783)

AT THE MARCH 19, 2024 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING.

B.6. APPEAL: ADMINISTRATIVE-2024-0001: (S. ED EDWARDS RD, MALLY WAGNON RD, S. HUNT LN - WOODRUFF, KLINE, WANG, WARDEN, DURNING, FARKAS/GREGORY, DURNING & HAMM):

A RESOLUTION TO GRANT THE APPEAL OF THE PLANNING COMMISSION'S DENIAL OF ADM-2024-0001, AND TO AMEND THE MASTER STREET PLAN TO REMOVE AN APPROXIMATELY 1.5 MILE SECTION OF A PLANNED RESIDENTIAL LINK STREET BETWEEN SOUTH MALLY WAGNON ROAD AND SOUTH DEAD HORSE MOUNTAIN ROAD (2024-1791)

AT THE MARCH 19, 2024 CITY COUNCIL MEETING THIS RESOLUTION WAS TABLED TO THE APRIL 2, 2024 CITY COUNCIL MEETING.

C. NEW BUSINESS

C.1. ADMINISTRATIVE-2024-0008: (AMEND UDC §161.32 – P-1, INSTITUTIONAL):

AN ORDINANCE TO AMEND §161.32 DISTRICT P-1, INSTITUTIONAL OF THE UNIFIED DEVELOPMENT CODE (2024-1834)

C.2. REZONING-2024-0007: (VARIOUS PARK PROPERTIES/ FAYETTEVILLE PARKS, NATURAL RESOURCES, AND CULTURAL AFFAIRS, PLAT PAGE VARIES):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0007 FOR APPROXIMATELY 2,461.60 ACRES LOCATED AT VARIOUS CITY PARK PROPERTIES FROM VARIOUS ZONING DISTRICTS TO P-1, INSTITUTIONAL (2024-1835)

C.3. REZONING-2024-0003: (203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST./12TH ST. TOWNHOMES OF FAYETTEVILLE, LLC., 563):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0003 FOR APPROXIMATELY 1.10 ACRES LOCATED ON EAST 12TH STREET EAST OF SOUTH WASHINGTON AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2024-1820)

C.4. REZONING-2024-0004: (LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8/OAKBROOKE SUBDIVISION, 361):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0004 FOR APPROXIMATELY 11.67 ACRES LOCATED IN THE OAKBROOKE AND BRIDGEPORT SUBDIVISIONS IN WARD 4 FROM RPZD, RESIDENTIAL PLANNED ZONING DISTRICT AND RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND NC, NEIGHBORHOOD CONSERVATION (2024-1821)

C.5. REZONING-2024-0005: (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0005 FOR APPROXIMATELY 0.30 ACRES LOCATED AT 1510 W. MARKHAM ROAD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2024-1826)

C.6. REZONING-2024-0008: (3420 W. MOUNT COMFORT RD./THE GODDARD SCHOOL, 323):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING

PETITION RZN 2024-0008 FOR APPROXIMATELY 0.13 ACRES LOCATED AT 3420 W. MOUNT COMFORT RD. IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL TO CS, COMMUNITY SERVICES (2024-1830)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

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

E. CITY COUNCIL TOUR

E.1. DATE: MARCH 29TH, 2024
TIME: 3:30 PM

ADDRESS: UNADDRESSED; PROPERTIES ADJACENT TO NEIGHBORLY WAY, WINTER EVENING PLACE, AND SEPTEMBER STOLL LANE

PARKING: PARKING IS AVAILABLE ON-STREET; I RECOMMEND JUST NORTH OF WINTER EVENING ALONG NEIGHBORLY WAY AS A CENTRAL MEETING PLACE TO BEGIN THE TOUR (SEE ATTACHED)

REQUEST: REZONE THE PROPERTY FROM AN EXPIRED PZD TO A NC, NEIGHBORHOOD CONSERVATION AND RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE

E.2. TOUR DATE: APRIL 1ST, 2024
TIME: 3:00 PM AT 113 W. MOUNTAIN ST OR 3:30 PM AT 2748 S. HUNT LN

ADDRESS: CHOICE 1: 113 W. MOUNTAIN STREET; MEET AT CITY HALL AT 3:00 PM AND RIDE BY VAN - CHOICE 2: 2748 S. HUNT LANE

PARKING: CHOICE 1: NEAR CITY HALL - CHOICE 2 (PER THE APPLICANT): JUST BEFORE THE FIRST HOUSE, YOU WILL SEE A LARGE GATE WITH A PONY BARN BEHIND IT. THE FIRST 5-6 VEHICLES SHOULD PARK IN THE AREA BETWEEN THE DRIVEWAY AND THAT GATE. WHEN THAT PARKING AREA IS FULL, THE REMAINING VEHICLES CAN COME AROUND TO THE BACK SIDE OF THE HOUSE. THERE IS ROOM FOR EVERYONE ELSE TO PARK BACK THERE.

REQUEST: AMEND THE MASTER STREET PLAN TO REMOVE A FUTURE STREET CONNECTION BETWEEN DEAD HORSE/PUMPKIN RIDGE TO THE WEST AND MALLY WAGNON TO THE EAST.

F. ANNOUNCEMENTS

G. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

Unfinished Business and New Business:

Overview Period: Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

Public Comments: Public comment at a City Council meeting shall be allowed for all members of the audience who have signed up prior to the beginning of the agenda item they wish to address being opened for public comment. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item being considered by the City Council. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. If public comment is allowed for an amendment, speakers will only be allowed to speak for three (3) minutes. The City Council may allow both a speaker additional time and an unsigned-up person to speak by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three

(3) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or Telecommunications Devise for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

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

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1818

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Dir

SUBJECT: **Bid 24-23, Construction Contract for YRCC Expansion Contract**

RECOMMENDATION:
Approval of Bid 24-23, Construction Contract for the YRCC expansion with Moser Construction, LLC in the amount of $2,479,775, approve a 5% project contingency in the amount of $123,988.85, and approve a Budget Adjustment. (2019 Park Improvement Bond Project)

BACKGROUND:

- **April 9, 2019** – Fayetteville voters approve more than $226 million in sales tax bonds for park improvement projects and other city projects.
- The YRCC and Park Initial Program and Budget was for $1,000,000 for a 2280 square-foot addition which included a teaching kitchen, multi-purpose room, storage, misc. renovations and park improvements.
- **September 3, 2019** – City Council approves issuance of 2019 Series bonds
- **October 6, 2020** – City Council approves architecture contract with Miller Boskus Lack for programming and schematic design
- **January 2021** – City works with Miller Boskus Lack on the process for additional public input; a steering committee of YRCC users, partners, and collaborators is created to aid the process.
- **June 8 and July 22, 2021** – City hosts public input meetings at the YRCC
- **September-December 2021** – City conducts online and in-person public surveys
- **February 2022** – City hosts three public meetings and listening sessions showcasing the design concept created by Miller Boskus Lack.
- **July 5, 2022** – City Council authorizes an application for a matching Walton Family Foundation grant to help fund construction
- **July 19, 2022** – City Council approves issuance of 2022 Series bonds
- **August 16, 2022** – City Council accepts Walton Family Foundation Grant of up to $1.4 million for the YRCC expansion
- **August 16, 2022** – City Council approves an amended architectural services contract with Miller Boskus Lack for the entire Phase 1 project scope.

DISCUSSION:
This project was advertised and bid by the City's Purchasing Division. Six bids were received with Moser being the lowest responsive bid.

The scope of this project includes approximately 4000 square-foot expansion to the existing building to include a teaching kitchen, appliances, multipurpose classroom, new restrooms, check in lobby, wood gym floor, and the repainting of the existing building exterior.

BUDGET/STAFF IMPACT:

GL Account	Project	Amount
2250.520.9255-5804.00	46050.7540	1,297,288
4705.860.7540-5804.00	46050.7540	1,182,487
Total		2,479,775

ATTACHMENTS: SRF (#3), BA (#4), YRCC Expansion -Service Contract (#5), Bid 24-23, Appendix A - City Issued Bid (#6), Bid 24-23, Appendix B - Moser's Submittal (#7), Bid 24-23, Appendix C - Bid Tab (#8), YRCC Survey Analysis 01.10.2022 (#9), YRCC Program of Spaces (#10), YRCC Bond Project Description (#11), B.H. Park Bond Question (#12)

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

File #: 2024-1818

Bid 24-23, Construction Contract for YRCC Expansion Contract

A RESOLUTION TO AWARD BID # 24-23 AND AUTHORIZE A CONTRACT WITH MOSER CONSTRUCTION, LLC. IN THE AMOUNT OF $2,479,775.00 FOR CONSTRUCTION OF THE YVONNE RICHARDSON COMMUNITY CENTER EXPANSION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $123,988.85, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 PARK 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 # 24-23 and authorizes Mayor Jordan to sign a contract with Moser Construction, LLC in the amount of $2,479,775.00 for the construction of the Yvonne Richardson Community Center expansion, and further approves a project contingency in the amount of $123,988.85.

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

2024-1818

Item ID

4/2/2024

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

Wade Abernathy	3/15/2024	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve Bid 24-23 construction contract for the YRCC Expansion with Moser Construction, LLC in the amount of $2,479,775, approve a 5% project contingency in the amount $123,988.85, and approve a budget adjustment.

Budget Impact:

4705.860.7540-5804.00 2250.520.9255-5804.00	Parks Projects 2022 Bonds Parks Development
Account Number	Fund
46050.7540	Parks Bond Projects, YRCC Enhancements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,855,641.00
		Expenses (Actual+Encum)	$	443,351.94
		Available Budget	$	**1,412,289.06**
Does item have a direct cost?	Yes	Item Cost	$	2,479,775.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	1,291,476.00
		Remaining Budget	$	**223,990.06**

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	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approve Bid 24-23 construction contract for the YRCC Expansion with Moser Construction, LLC in the amount of $2,479,775, approve a 5% project contingency in the amount $123,988.85, and approve a budget adjustment.

COUNCIL DATE: 4/2/2024

ITEM ID#: **2024-1818**

Holly Black
3/12/2024 8:16 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024222

TOTAL - -

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
4705.860.7540-5804.00	1,167,487	-	46050	7540	EX	Building Costs
4705.860.7540-5911.99	123,989	-	46050	7540	EX	Contingency - Capital Project
4705.860.7999-5899.00	(1,291,476)	-	46050	7999	EX	Unallocated - Budget
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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 **Moser Construction, LLC** (CONTRACTOR or MOSER).

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. **MOSER's** Tax identification number (TIN) ending in 0120
        ii. **MOSER's** Arkansas Contractor License No. 0205100624
        iii. **MOSER's** Secretary of State Filing No. 800157744
    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 24-23, Construction – YRCC Expansion** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
        ii. **Appendix B**: **MOSER's** bid submittal
        iii. **Appendix C**: Bid Tabulation
        iv. **Appendix D**: **MOSER's** Certificate of Insurance
        v. **Appendix E**: **MOSER'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) **MOSER'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: Moser Construction, LLC, 4411 Millbrook Drive, Bryant, AR 72022

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. **MOSER,** 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 24-23** as stated in **MOSER's** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 24-23**, 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 **$2,479,775.00** US Dollars with a $123,988.85 ***owner*** contingency for a total allowable Contract of$2,603,765.85.

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, **MOSER** 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 **MOSER** 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 **MOSER** 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 300 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 330 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 __$300.00__ 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 has 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 **MOSER** 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 **MOSER**, 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 coping 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 **MOSER CONSTRUCTION, LLC** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Lioneld Jordan, Mayor

ATTEST:

By:_____
Kara Paxton, City Clerk

Date Signed: _____

MOSER CONSTRUCTION, LLC

By:_____
Robert Moser, CEO

Date Signed: _____

PROJECT MANUAL

Appendix A - Construction -
Bid 24-23, Construction
YRCC Expansion
City Issued Bid

YVONNE RICHARDSON COMMUNITY CENTER ADDITION

Prepared for:

City of Fayetteville, Arkansas

ISSUE FOR CONSTRUCTION

MBL Architecture Project No: 200012

Issue date: January 22, 2023

Prepared by:

MBL ARCHITECTURE

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 24-23, Construction – YRCC Expansion

DEADLINE: Tuesday, March 5, 2024 before 2:00 PM, Local Time
PRE-BID MEETING: Thursday, February 15, 2024 at 3:00 PM at the Yvonne Richardson Community Center, 240 E. Rock St., Fayetteville, AR 72701
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 2/4/2024 & 2/11/2024

Appendix A
Bid 24-23 Construction –
YRCC Expansion
City Issued Bid

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 – **5 Total Pages**
FILE #01: PROJECT MANUAL – **715 Total Pages**
FILE #02: PLANS – **82 Plan Sheets**

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

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

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

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Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

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 #: _____ OR submit electronically.
- Arkansas Contractor License #: _____ OR submit electronically.

- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
  - Submit electronically or circle applicable answer: YES *or* NO

- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
  - Submit electronically or circle applicable answer: YES *or* NO

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

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Appendix A
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City of Fayetteville, Arkansas
INVITATION TO BID
Bid 24-23, Construction – YRCC Expansion

The City of The City of Fayetteville is accepting sealed bids from properly licensed construction firms for the construction and completion of Yvonne Richardson Community Center Expansion/Addition. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

A non-mandatory Pre-Bid meeting will be held **Thursday, February 15, 2024 at 3:00 PM,** on-site at the Yvonne Richardson Community Center, 240 E. 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 **Tuesday, March 5, 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 and registration with the Arkansas Secretary of State are required and both shall be valid and current at the time of bid deadline.

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.

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

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: 02.04.24 & 02.11.24
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $XXX.XX

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, equipment, or substrate that differs in application method, material, warranty, and/or performance as outlined in the specifications. Substitution requests shall be submitted to the Purchasing Division by bid question deadline. Substitution requests will be addressed via addendum.

1.7 Equivalent (or Equal) – Item(s) of material, equipment, or substrate that meets the application method, material, and performance but may differ in manufacturer and/or warranty from what is specified. 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.

Appendix A
Bid 24-23, Construction - YRCC Expansion
City Issued Bid

PART TWO - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City of Fayetteville and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.1 Bidders are advised that the Drawings and Specifications 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

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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 through the City's online bidding portal. 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.

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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 and registration with the Arkansas Secretary of State shall both be valid at time of bid deadline.

9.7 Vendor shall not be debarred from doing business with any government entity.

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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.

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

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specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE – INSURANCE REQUIREMENTS

12.1 The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. **SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. 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.

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PART THIRTEEN - CONTRACT TIME

13.1 Bidder agrees that the Work shall be substantially completed within __**300**__ consecutive calendar days from the date established in the written notice to proceed. Total completion (completed and ready for final payment) shall be __**330**__ consecutive calendar days from the date established in the written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

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 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 __**$300.00**__ for each consecutive day thereafter will be assessed.

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 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 an acceptable 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 present (25%) of the certification of funds.

17.3 DEDUCTIVE ALTERNATES:

This bid includes three (3) deductive alternates. Bidders shall submit fair, marketable representation for bid pricing for all deductive alternates. Failure to submit fair, marketable representation pricing for deductive alternates can result in rejection of bid at the discretion of the City. If deductive alternates are utilized, they shall be taken in order.

1. DEDUCTIVE ALTERNATE 1 – BUILDING PAINT

    a. Provide pricing for painting only the south elevations on existing building. Deductive amount pricing shall be the difference to be deducted from Total Base Bid.

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2. DEDUCTIVE ALTERNATE 2 – GYM FLOOR

    a. Provide pricing for sport court flooring material and installation. Suggested Manufacturer: Ecore; Baller Motivate, Class 1. Color: Slam. Deductive amount pricing shall be the difference to be deducted from Total Base Bid.

3. DEDUCTIVE ALTERNATE 3 – KITCHEN PACKAGE

    a. Provide pricing for supplying kitchen ventilation hoods with related accessories and installation of ALL kitchen equipment (Owner to provide remaining equipment). Deductive amount pricing shall be the difference to be deducted from Total Base Bid.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.

18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.

18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

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.

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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.

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.

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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 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 – INDEMNIFICATION

27.1 To the extent of the limits of the Contractor's Commercial General Liability Insurance, the Contractor shall indemnify and hold harmless the 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 the 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 the Contractor, 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.

PART TWENTY-EIGHT - ADDITIONAL LAWS AND REGULATIONS

28.1 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.

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SECTION 02
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:

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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.

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CITY OF FAYETTEVILLE, ARKANSAS:

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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)

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END OF SECTION 02

DOCUMENT 00 01 07

SEALS PAGES

1.1 DESIGN PROFESSIONAL OF RECORD (ARCHITECT)

A. Miller Boskus Lack Architects, P.A.

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1.2 DESIGN PROFESSIONAL OF RECORD (CIVIL ENGINEER)

A. Olsson

1.3 DESIGN PROFESSIONALS OF RECORD (STRUCTURAL ENGINEER)

A. Tatum Smith Welcher Engineers, Inc.

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1.4 DESIGN PROFESSIONALS OF RECORD (PLUMBING, MECHANICAL, AND ELECTRICAL ENGINEER)

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03 20 00	CONCRETE REINFORCING
03 30 00	CAST-IN-PLACE CONCRETE
03 35 10	POLISHED CONCRETE FINISHING

DIVISION 04 MASONRY

04 20 00	UNIT MASONRY

DIVISION 05 METALS

05 12 00	STRUCTURAL STEEL FRAMING
05 21 00	STEEL JOIST FRAMING
05 31 00	STEEL DECKING
05 40 00	COLD FORM METAL FRAMING
05 50 00	METAL FABRICATIONS
05 51 33	METAL ACCESS LADDER

DIVISION 06 WOODS, PLASTICS, AND COMPOSITES

06 10 00	ROUGH CARPENTRY
06 16 00	EXTERIOR GRADE SHEATHING
06 40 23	ARCHITECTURAL WOODWORK
06 61 16	SOLID SURFACE FABRICATIONS

DIVISION 07 THERMAL AND MOISTURE PROTECTION

07 19 00	WATER REPELLANT COATING
07 21 00	BUILDING INSULATION
07 24 19	WATER DRAINAGE EXTERIOR INSULATION & FINISH SYSTEM (EIFS)
07 27 29	LIQUID APPLIED AIR VAPOR BARRIER
07 42 13	FORMED METAL WALL PANELS
07 54 00	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING
07 62 00	SHEET METAL FLASHING AND TRIM
07 72 00	ROOF ACCESSORIES, ROOF HATCH
07 92 00	JOINT SEALANTS
07 95 00	EXPANSION CONTROL

DIVISION 08 OPENINGS

08 11 13	HOLLOW METAL DOORS AND FRAMES
08 15 13	HIGH PRESSURE PLASTIC LAMINATED FACED DOORS
08 33 23	OVERHEAD COILING DOORS
08 41 13	ALUMINUM ENTRANCES, STOREFRONT AND FIXED FRAMING
08 70 00	FINISH HARDWARE
08 80 00	GLAZING

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DIVISION 09 FINISHES

09 22 16	NON-STRUCTURAL METAL FRAMING
09 29 00	GYPSUM BOARD
09 30 13	CERAMIC TILING
09 51 13	ACOUSTICAL CEILINGS
09 64 66	WOOD ATHLETIC FLOORING
09 65 13	RESILIENT BASE AND ACCESSORIES
09 65 19	LUXURY VINYL TILE FLOORING
09 68 00	TILE CARPETING
09 72 00	WALL COVERINGS
09 84 36	SOUND-ABSORBING CEILING UNITS (BAFFLES)
09 90 00	PAINTING

DIVISION 10 SPECIALTIES

10 14 53	SIGNAGE (INTERIOR & EXTERIOR)
10 22 39	OPERABLE PARTITIONS
10 26 13	STAINLESS STEEL CORNER GUARDS
10 28 13	TOILET ACCESSORIES
10 44 00	FIRE PROTECTIONS SPECIALTIES

DIVISION 11 EQUIPMENT

11 30 00	APPLIANCES

DIVISION 12 FURNISHINGS

12 24 13	ROLLER WINDOW SHADES

DIVISION 21 FIRE SUPPRESSION

21 13 13	WET PIPE SPRINKLER SYSTEMS

DIVISION 22 PLUMBING

22 07 19	PLUMBING PIPING INSULATION
22 11 16	DOMESTIC WATER PIPING
22 13 16	SANITARY WASTE & VENT PIPING

DIVISION 23 HEATING VENTILATING AND AIR CONDITIONING

23 01 00	BASIC MECHANICAL MATERIALS AND METHODS
23 05 93	TESTING ADJUSTING AND BALANCING
23 07 00	HVAC INSULATION

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23 11 23	NATURAL GAS PIPING
23 31 13	METAL DUCTWORK
23 33 00	DUCTWORK ACCESSORIES
23 37 13	AIR DIFFUSERS
23 74 16	PACKAGED ROOFTOP UNITS

DIVISION 26 ELECTRICAL

26 05 00	GENERAL ELECTRICAL REQUIREMENTS
26 05 19	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES
26 05 26	GROUNDING & BONDING
26 05 33	RACEWAYS FOR BOXES AND ELECTRICAL SYSTEMS
26 24 16	PANELBOARDS
26 27 26	WIRING DEVICES
26 51 19	LED INTERIOR LIGHTING

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

28 46 21	ADDRESSABLE FIRE ALARM SYSTEM

DIVISION 31 EARTHWORK

31 10 00	SITE CLEARING AND DEMOLITION
31 20 00	EARTHWORK
31 23 19	DEWATERING
31 31 00	SOIL TREATMENT

DIVISION 32 EXTERIOR IMPROVEMENTS

32 13 13	CONCRETE PAVING

DIVISION 33 UTILITIES

33 05 00	COMMON WORK RESULTS FOR UTILITIES
33 20 00	STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES
33 41 00	STORM DRAINAGE

END OF DOCUMENT

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DOCUMENT 00 31 32

GEOTECHNICAL INVESTIGATION:

240 E. ROCK STREET

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January, 2023
Job No. 22-3965

Prepared By:

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January 5, 2023

CITY OF FAYETTEVILLE ARKANSAS

113 West Mountain Street
Fayetteville, Arkansas 72701

CERTIFICATE OF AUTHORIZATION
McCLELLAND CONSULTING ENGINEERS, INC.
No. 24
ARKANSAS-ENGINEER

ATTN: Mr. Wade Abernathy
Director of Bond Projects and Facilities

RE: Geotechnical Report for
Yvonne Richardson Community Center Addition
Fayetteville, Arkansas
MCE Project Number: 22-3965

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Dear Mr. Abernathy:

We are submitting herewith the report for the Geotechnical Report on the above-referenced project. We appreciate the opportunity to provide this service to you. If there are any questions regarding the Geotechnical Investigation, please contact us.

Sincerely yours,

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 16434
STEVEN J. HEAD

01/05/2023

Steven J. Head, PE
Principal | Geotechnical Department Head

David Hubbard

David Hubbard
Project Designer

Enclosure: Geotechnical Report

GEOTECHNICAL INVESTIGATION

Yvonne Richardson Community Center Addition

Fayetteville, Arkansas

MCE Project Number: 22-3965

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CITY OF FAYETTEVILLE ARKANSAS

113 West Mountain Street
Fayetteville, Arkansas 72701

January, 2023

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GEOTECHNICAL REPORT

Yvonne Richardson Community Center Addition

MCE Project Number: 22-3965

Fayetteville, Arkansas

FOR

CITY OF FAYETTEVILLE ARKANSAS

113 West Mountain Street
Fayetteville, Arkansas 72701

Bid 24-23 Construction - Appendix A
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Executive Summary

This is a report of the findings of the Geotechnical Report for the Yvonne Richardson Community Center Addition in Fayetteville, Arkansas. This report includes detailed information on subsurface conditions, existing surface materials, site development subgrade recommendations, foundation recommendations, and minimum pavement sections. The significant findings listed below should not be used separately from the further discussion provided in the body of this report.

- This Geotechnical Investigation consisted of a total of nine (9) project borings.
- The surface materials across the site consisted of topsoil, asphalt, and asphalt pavement materials underlain by coarse aggregate or concrete pavement materials. With the exception of B-09, an encountered asphalt surface course was encountered by all of the borings and had a thickness ranging from two (2) to four (4) inches. Four (4) of these boring locations (B-01 through B-04) were supported by a coarse aggregate base ranging from two (2) to 12 inches. Two (2) boring locations (B-07 and B-08) were supported by concrete paving materials and had thicknesses ranging from two (2) to four (4) inches.
- Project boring B-09 encountered topsoil materials at the surface, with a measured thickness of six (6) inches. These thicknesses may fluctuate in unexplored portions of the project areas. It is likely that this topsoil will extend to further depths in areas where large trees and brush are present.
- **MCE recommends the Contractor anticipates a minimum of 18 inches of initial re-grading/stripping across the project site.**
- Based on the provided information, current project scope, and encountered subgrade materials, it is recommended that a shallow foundation system composed of continuous and individual (spread) footings will be suitable for the support of the proposed structure foundations.
- It is recommended that the project structure foundations bear on a minimum of two (2) feet of imported select fill meeting the compaction and moisture requirements outlined in the *Select Fill Material* section (Section 9.10) of this report.

- The following pavement section recommendations provided are based on stable subgrade material and/or select fill material existing beneath recommended pavement sections. These should be viewed as minimums and can be increased during the design process.

Pavement Type	Pavement Materials	Light Duty	Standard Duty	Heavy Duty
Concrete Pavement	Portland Cement Concrete	4”	N/A	6”
	Class 7 Base Course (95% MPD)	6”	N/A	8”
Asphalt Pavement	ACHM Surface Course (1/2”)	2”	3”	2”
	ACHM Binder Course (1”)	N/A	N/A	3”
	Class 7 Base Course (95% MPD)	6”	8”	8”

- Any material to be used as a select fill on the project should be reviewed and approved by the Geotechnical Engineer. The compaction requirements for the project are provided in the table below.

Material Type	Test Standard	Minimum Dry Density (%)	Optimum Moisture Range (%)
Select Fill	ASTM D698 / AASHTO T99	98	-2% to +2%
Base Course	ASTM D1557 / AASHTO T180	95	Near Optimum

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Appendix C: Laboratory Testing Results

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1.0 Introduction

McClelland Consulting Engineers, Inc. (MCE) conducted a geotechnical investigation for the Yvonne Richardson Community Center (YRCC) Addition and Buddy Hays Park in Fayetteville, Arkansas. The investigation was requested and authorized by Mr. Wade Abernathy, with the City of Fayetteville. This investigation was intended to explore the subsurface soil conditions at the planned project site and provide information on the existing subsurface materials and their suitability in regard to structure foundations and recommended minimum pavement sections for the project.

2.0 Existing Site Description

The Yvonne Richardson Community Center is located at 240 East Rock Street in Fayetteville, Arkansas. The site is currently developed with the existing YRCC structure and pavement improvements including an asphalt paved parking area, access drives, concrete curb-and-guttering, as well as pedestrian sidewalks. The existing greenspaces that border the parking area were observed to consist of low-cut grass, trees, and landscaping. The existing project site could be described topographically as having a gentle slope down from north to south towards East Rock Street. Maximum grade differentials from the north to the south end of the project site are estimated to be on the order of approximately six (6) feet.

The site for Buddy Hays Park consists of two (2) separate parcels (765-02936-000 and 765-02964-000), both parcels are currently owned by the City of Fayetteville and encompass a total area of approximately 0.4 acres. The project site is currently undeveloped and was observed to be heavily wooded with a downward slope to the north.

3.0 Project Scope

Based on our understanding of the project scope, the overall project is expected to be done in two (2) phases. Phase I of this approach will consist of the addition to the existing YRCC along with associated pedestrian walkways and parking improvements. Phase II will consist of the development of Buddy Hayes Park and associated street improvements. Additional details pertaining to the two (2) phases are provided below.

3.1 Phase I - YRCC Addition

The addition is planned to be located on the south end of the existing center, with an expected footprint on the order of 6,400 square feet (SF). The addition is planned to be two (2) stories, with a portion of the second floor being cantilevered over the new front entrance. We anticipate the addition to consist of steel framing on a shallow foundation system with slab-on-grad elements. Structural loading conditions were not yet available; however, based on our experience with projects of similar scope and size, we anticipate that maximum column and wall loads will not exceed 100 kips and two (2) kips per linear foot, respectively. Also, we anticipate the that the finish-floor elevation (FFE) of the addition will generally match that of the existing structure.

Also included in Phase I are the improvements to a portion of the existing East Rock Street, and the addition of safe cyclist and pedestrian connectors to the future Buddy Hayes Park to the south. At the time of preparing this report, the East Rock Street improvements scope has not yet been determined.

3.2 Phase II – Buddy Hayes Park

The Buddy Hayes Park is planned to largely consist of two (2) developments: the Buddy Hayes Acoustic Pick-Up Stage and Outdoor Classroom, and the Buddy Hayes Stream Access Amphitheater. At the time of preparing this report, information pertaining to these two (2) developments was very limited and preliminary in nature. Based on the provided preliminary site plan, we anticipate that the structures will be small and lightly loaded.

Project pavements are expected to be regularly subjected to light passenger vehicles and occasionally subjected to heavy truck traffic. Therefore, pavement improvements are anticipated to include both flexible asphalt and rigid concrete pavement materials.

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4.0 Field Investigation

Based on the provided information and our understanding of the project scope, MCE conducted a geotechnical investigation consisting of nine (9) project borings. Table 1 below provides the correlation between the planned development features and the boring locations along with their respective target depths. The project Boring Layout may be referenced in Appendix A on Plates 1A through 1C and show the approximate locations of the project borings.

Table 1: Project Boring Locations and Planned Target Depths

Project Boring IDs	Project Phase	Development Features	Planned Target Depths (feet)
B-01, B-05, and B-06	Phase I	Pavement Improvements	6.5
B-02 through B-04	Phase I	YRCC Addition	20.0
B-07 and B-08	Phase II	Pavement Improvements	6.5
B-09	Phase II	Development Features	10.0

4.1 Project Borings

All project borings were conducted using a CME-45B truck-mounted drill rig, utilizing 4.25-inch diameter solid stem augers. Soil samples were obtained at the depths indicated on the boring logs with the use of a two (2) inch diameter split-spoon sampler. The split-spoon sampler was driven by blows from a 140-pound automatic hammer dropped from a fixed height of 30 inches. The number of blows required to drive the split-spoon sampler the final 12 inches of an 18-inch drive, or portion thereof, is referred to as the Standard Penetration value, N, and is recorded on the boring logs in units of blows-per-foot. Final drilled depths are shown as the depths achieved by the split-spoon sampler.

In addition to Standard Penetration Testing (SPT), the field tests performed included visual soil classifications and groundwater observations. The visual soil classifications are given on the boring logs, which can be referenced in Appendix B on Plates 2 through 10; a key to the symbols on the boring logs is provided on Plate 11. Table 2 below provides details for the project borings.

Table 2: Field Investigation Details – Project Borings

Boring ID	Existing Surface Elevations (feet)	Existing Surface Material	Surface Material Thickness (inches)	Total Depth Drilled (feet)	End of Boring Elevation (feet)
B-01	1328.5	Asphalt + Aggregate	3+2	6.5	1322.0
B-02	1323.0	Asphalt + Aggregate	3+12	18.8	1304.2
B-03	1317.5	Asphalt + Aggregate	3+8	18.9	1298.6
B-04	1319.0	Asphalt + Aggregate	3+4	18.75	1300.25
B-05	1319.5	Asphalt	4	6.5	1313.0
B-06	1318.0	Asphalt	4	6.5	1311.5
B-07	1318.0	Asphalt + Concrete	2+4	6.5	1311.5
B-08	1307.0	Asphalt + Concrete	3+2	6.5	1300.5
B-09	1306.0	Topsoil	6	10.0	1296.0

NOTES: Surface Elevations shown in Table 2 are rounded to the nearest 0.5 foot and are based on a Preliminary Survey provided by MBL Architects. Reported thicknesses of the surface materials are rounded to the nearest one (1) inch.

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4.2 Encountered Groundwater Conditions

At the time of this investigation, groundwater was not encountered by any of the project borings. The installation and periodic measurement of monitoring wells would be required to establish seasonal piezometric surfaces below the project site. Project grading should be properly designed to discharge any surface water that may develop following precipitation events.

Although true groundwater was not encountered; the borings did encounter hard clayey soils and relatively dense rock materials. As a result of the low permeability created by these subsurface materials, groundwater has the potential to collect above hard clays and shallow dense rock, such as the encountered sandstone materials, in a “perched” condition during and after precipitation events.

Any groundwater or perched water must be removed, if encountered during construction, prior to the placement of fill or paving elements. To help reduce the potential for issues related to perched groundwater, it is recommended that earthwork operations take place during typically dry portions of the calendar year (June through September). Earthwork operations conducted outside of this recommended timeframe should expect general dewatering measures to be required to maintain a desirable construction schedule.

4.3 Encountered Auger Refusal Materials

Auger Refusal is generally defined as when a boring encounters material in which it can no longer be advanced with traditional auger drilling techniques. Refusal is subjective and is dependent on the type of drilling equipment used, the augers used, and the down pressures exerted by the driller.

At the time of this investigation, auger refusal materials were not encountered by any of the borings, but five (5) borings (B-01 through B-04 and B-09) did encounter hard shale and highly weathered sandstone materials throughout these borings. These materials may cause difficult excavations if encountered across the project site. This assumption is based on our extensive experience within the general project vicinity and with the local geologic formations.

More information pertaining to the local geology and how it affects the project site can be found in the “Local Geology” section of this report (Section 7.0). Additional guidance regarding these materials and the potential for difficult excavation conditions are provided in the “Rock Excavation Considerations” section of this report (Section 9.4).

5.0 Laboratory Analysis

Laboratory tests were performed on soil samples recovered from the borings. The laboratory tests were conducted to determine the engineering properties of the project soil strata.

The tests performed on samples from the borings included moisture content, Atterberg Limits, and sieve analyses. Results of laboratory testing for the project borings are provided on the boring logs and the Laboratory Testing Results are in Appendix C. A key to the terms and symbols used on the boring logs is also presented in Appendix B on Plate 11. Table 3 below shows the relevant test method specifications utilized on the project.

Table 1: Laboratory Test Method Specifications

Test Designation	Test Method
ASTM D2488	Standard Practice for Description and Identification of Soils (Visual)
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purpose (USCS)
ASTM D2216	Standard Test Method for Lab Determination of Water Content of Soil
ASTM D6913	Standard Test Method for Particle-Size Distribution of Soils Using Sieve Analysis
ASTM D4318	Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

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6.0 On-Site Soil Conditions

The following project sections provide information regarding onsite conditions at the project location. This information includes descriptions of the existing soil types, imagery showing the approximate location of the existing soil types, and details about the local geology.

6.1 United States Department of Agriculture (USDA) Soil Types and Map

The following soil types exist in the project area according to current USDA soil maps, with descriptions from the Natural Resources Conservation Service (NRCS). The project site is located in Washington County in Northwest Arkansas. The soil types that exist in the project area according to current USDA soil maps are briefly detailed in Table 4 below.

Table 4: USDA Local Soil Types

USDA Soil Type	USDA Symbol	USDA Descriptions
Enders-Leesburg Complex	ErE	The Enders series consists of deep, well-drained, very slowly permeable soils that formed in loamy and clayey residuum from shale, or interbedded shale and sandstone. These soils are on nearly level to moderately steep upland mountaintops and ridges and gently sloping to very steep mountainside slopes and foot slopes. The Leesburg series consists of very deep, well-drained, moderately permeable soils that formed in loamy alluvium or colluvium underlain by sandstone, shale, or limestone. These soils are on nearly level to very steep side slopes, toe slopes, or terraces. Slopes range from 8 to 20 percent.

The above-referenced soils in the project area have a moderate-to-high potential for corrosion of concrete and steel materials used in construction. Figure 1 below provides imagery of the approximate site location and how it relates to the existing soil types.

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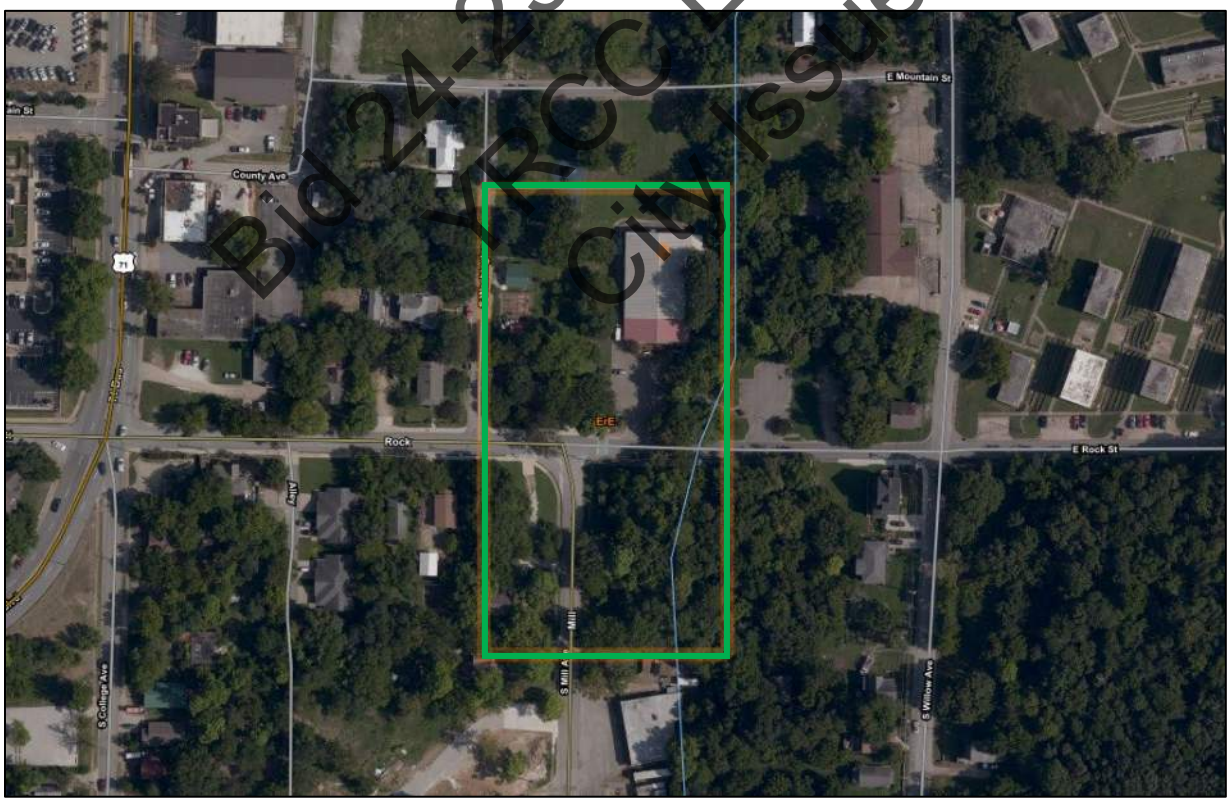

Figure 1: USDA Soil Survey Report Image
The image was produced by the United States Department of Agriculture.
The green outline is the approximate project extent.

7.0 Local Geology of the Project Site

According to maps and literature published by the United States Geological Survey and the Arkansas Geological Survey, the project site is underlain by the Mississippian Age (300 to 350 million years ago) Fayetteville Shale Formation, and the Pennsylvanian Age (300 to 320 million years ago) Bloyd Shale Formation.

A brief description from the Stratigraphic Summary of Arkansas – Information Circular 36 (IC-36) of the local geologic formation is provided below, as well as how these materials may impact the project site.

7.1 The Fayetteville Shale Formation

The Fayetteville Shale Formation is a black, fissile, concretionary, clay shale. Dark gray, fine-grained limestone commonly interbed with the shales in north central Arkansas. Septarian concretions are common in lower beds of Fayetteville but may be found throughout the formation. Fossils are abundant in some intervals and in local areas, most of the fauna recovered is pyritic, but some silicified materials are found. The Fayetteville Formation is named for the city of Fayetteville, in the valley of the West Fork of the White River, in Washington County, Arkansas. The Fayetteville Formation is thought to range from 10 to 400 feet in thickness, according to most literature.

7.2 The Bloyd Shale Formation

The Bloyd Shale Formation is primarily comprised of limestone with interbedded shale, siltstone, and sandstone. Fossils of the most common invertebrate phyla are known mostly from the limestones and calcareous sandstones of the Bloyd Formation. The base of the Bloyd Formation is considered conformable, but unconformities can be found. The Bloyd Formation is named for Bloyd Mountain, located nine (9) miles southwest of Fayetteville in Washington County, Arkansas. The Bloyd Formation is thought to range from 175 to 200 feet in thickness, according to most literature.

Figure 2 below provides a visual of the local geologic formations in relation to the project site.

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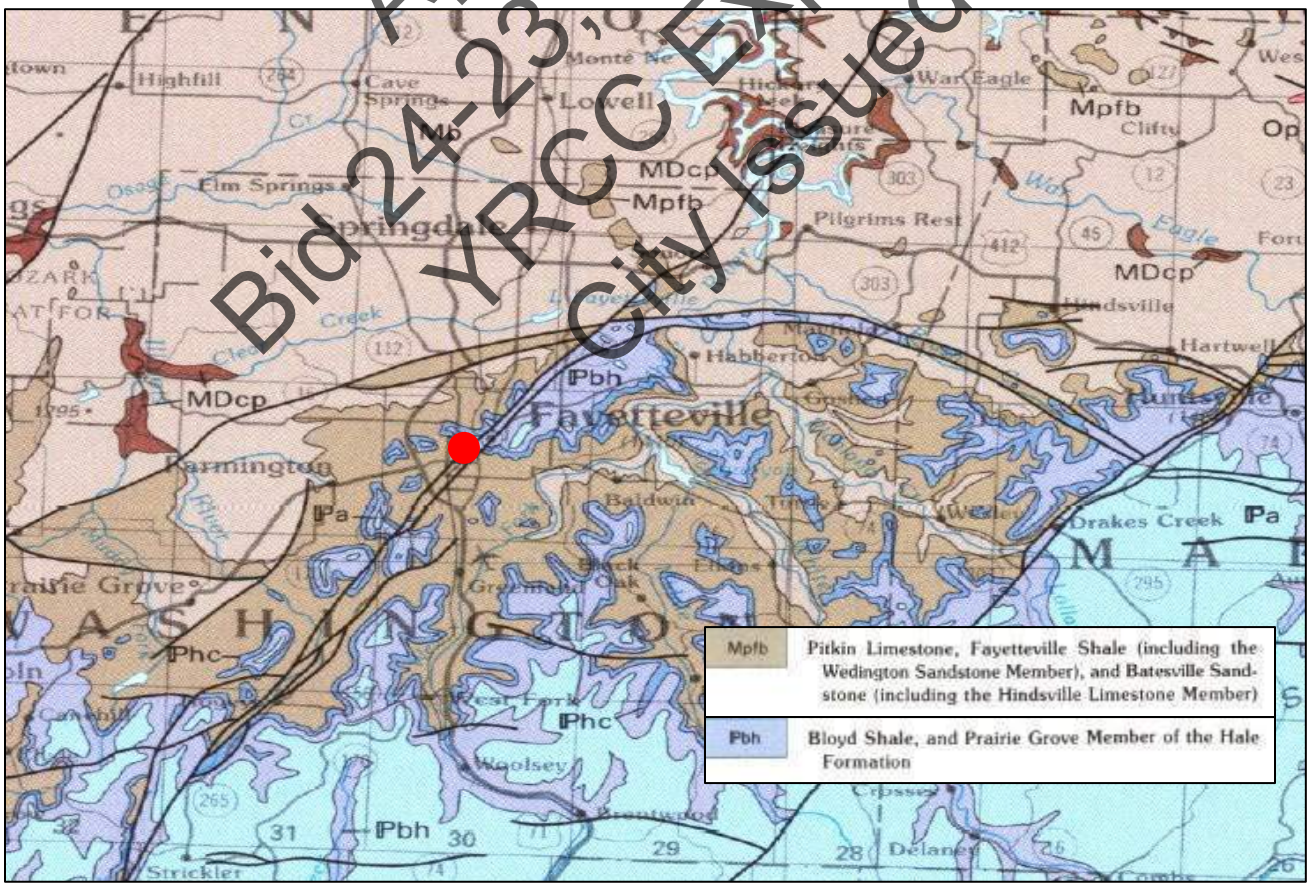

Figure 2: Image from the Geologic Map of Arkansas
The red dot represents the approximate location of the project site.

8.0 On-Site Soil Stratum Summary

This summary is based on a collection of field notes and field-testing values recorded during the onsite investigation, notes recorded during the lab analysis, and results from the laboratory testing. The encountered subsurface soil conditions are summarized below.

8.1 Stratum I – Surface Materials

The surface materials across the site consisted of topsoil, asphalt, and asphalt pavement materials underlain by coarse aggregate or concrete pavement materials. All of the conducted boring except B-09 encountered asphalt surface material with a thickness ranging from two (2) to four (4) inches. Four (4) of these borings (B-01 through B-04) encountered coarse aggregate base ranging from two (2) to 12 inches below the asphalt. Two (2) borings (B-07 and B-08) encountered concrete paving materials with thicknesses ranging from two (2) to four (4) inches below the asphalt.

Project boring B-09 encountered topsoil materials at the surface, with a measured thickness of six (6) inches. The reported thicknesses at the boring locations may fluctuate in unexplored portions of the project areas. It is likely that this topsoil will extend to further depths in areas where large trees and brush are present.

8.2 Stratum II – Fine-Grained Subgrade Materials

The materials that make up Stratum II consist of Fat Clay with Sand (CH) and Sandy Lean Clay (CL). These materials were encountered in various colors and contained varying amounts and gradations of sand and gravel.

Consistency values for the Stratum II CH materials ranged from medium-stiff to hard, with corresponding N-values ranging from five (5) to 23. The natural soil moisture content for these materials ranged from 6.5 to 26.1 percent. The Liquid Limit (LL) of these materials ranged from 52 to 61, with a Plasticity Index (PI) value that ranged from 35 to 43. The fine fraction of these materials exhibited moderate to high plasticity characteristics. The fine fraction of these soils makes up between 74.9 and 79.5 percent of the overall soil mass, as indicated by the results of gradation analysis from the borings.

Consistency values for the Stratum II CL materials were determined to be very stiff, with corresponding N-values ranging from 13 to 15. The natural soil moisture content ranged from 17.0 to 18.3 percent. The LL of these materials was determined to be 46, with a PI value of 28. The fine fraction of these materials exhibited moderate plasticity characteristics. The fine fraction of these soils makes up approximately 58.0 percent of the overall soil mass, as indicated by the results of gradation analysis from the borings.

8.3 Stratum III – Coarse-Grained Subgrade Materials

The materials that make up Stratum III consist of Clayey Sand with Gravel (SC), Clayey Gravel with Sand (GC), Silty Sand with Gravel (SM), and Clayey Sand (SC). These materials were encountered in various colors and contained varying amounts of sand and gravel.

Consistency values for the Stratum III SC materials ranged from very loose to very dense, with corresponding N-values ranging from three (3) to greater than 50. The natural soil moisture content for these materials ranged from 11.4 to 35.7 percent. The LL of these materials ranged from 23 to 40, with PI values that ranged from 11 to 28. The fine fraction of these materials exhibited low to moderate plasticity characteristics. The fine fraction of these soils makes up between 32.3 to 48.8 percent of the overall soil mass, as indicated by the results of gradation analysis from the borings.

Consistency values for the Stratum III GC materials ranged from loose to medium-dense, with corresponding N-values ranging from six (6) to 21. The natural soil moisture content for these materials ranged from 17.0 to 27.0 percent. The LL of these materials ranged from 37 to 55, with PI values that ranged from 22 to 40. The fine fraction of these materials exhibited low to moderate plasticity characteristics. The fine fraction of these soils makes up between 23.7 to 47.9 percent of the overall soil mass, as indicated by the results of gradation analysis from the borings.

Consistency values for the Stratum III SM materials were determined to be medium-dense, with corresponding N-values ranging from nine (9) to 21. The natural soil moisture content for these materials ranged from 8.4 to 15.5 percent. The LL and PI of these materials were determined to be non-plastic (NP). The fine fraction of these materials exhibited negligible plasticity characteristics. The fine fraction of these soils makes up approximately 25.7 percent of the overall soil mass, as indicated by the results of gradation analysis from the borings.

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8.4 Stratum IV – Shale and Sandstone Subgrade Materials

The materials that makeup Stratum IV consist of a Weathered Shale, Highly Weathered Shale, and Highly Weathered Sandstone materials.

Consistency values for the Stratum IV shale materials were determined to be medium-dense to very dense, with corresponding N-values ranging from 18 to greater than 50. The natural soil moisture content for these materials ranged from 7.2 to 24.0 percent. The LL of these materials was determined to be 39, with a PI value of 20. The fine fraction of these materials exhibited low to moderate plasticity characteristics. The fine fraction of these soils makes up approximately 56.0 percent of the overall soil mass, as indicated by the results of gradation analysis from the borings.

The Stratum IV sandstone material was visually classified in the field and laboratory utilizing ASTM D2488. This material was determined to have a moisture content of 7.9 percent.

9.0 Engineer's Analysis and Recommendations

We understand that the current project scope includes two (2) phases. Phase I of this approach will consist of the addition to the existing YRCC along with associated pedestrian walkways and parking improvements. Phase II will consist of the development of Buddy Hayes Park and associated street improvements. This investigation intended to provide the Client with recommendations that pertain to the subgrade conditions and suitability for the understood project scope. Those recommendations and considerations are presented in the following sections of this report.

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9.1 Site Preparation and Grading

As previously described and reported in the Stratum I summary, the surface materials across the site consisted of topsoil, asphalt pavement materials, concrete pavement materials, and coarse aggregate base.

Within the extent of the Phase I project area, stable subgrade materials suitable for placement of select fill materials were generally encountered just below the existing surface materials. Additional undercut of up to 3.5 feet (5 feet below existing grade) may be required in the areas surrounding B-02 to uncover suitable stable subgrade materials. Within the extent of the Phase II project area, stable subgrade materials suitable for placement of select fill materials were generally encountered within two (2) to five (5) feet below the existing surface elevations.

MCE recommends the Contractor anticipates a minimum of 18 inches of initial re-grading/stripping in improvement areas across the project site.

Excavated slopes during construction should be benched or sloped to provide a minimum two-to-one horizontal-to-vertical (2H:1V) ratio. Construction slopes steeper than recommended may be unstable, particularly when introduced to moisture increases during precipitation events. Temporary shoring measures should be anticipated to stabilize construction slopes that are steeper than 2H:1V, particularly during utility installation operations.

Although not anticipated, if excavation efforts require deep vertical trenching (deeper than five (5) feet, and the minimum 2H:1V ratio is not achievable) then the Contractor must establish a comprehensive Shoring Plan. That Shoring Plan should be reviewed and stamped by a licensed Professional Engineer (PE) prior to excavation.

9.2 Subgrade Verification

Following stripping and initial grading, the development area subgrade should be proof-rolled with a tandem-axle fully-loaded dump truck weighing approximately 60,000 pounds, or equivalent construction equipment. The proof-rolling should be observed by the Geotechnical Engineer or his/her representative to verify and document stable subgrade conditions. Alternate means of subgrade verification may be conducted should proof rolling not be feasible within excavated dimensions. The implemented means of verification should be under the direction of the Geotechnical Engineer. Any soft and/or yielding subgrade areas encountered should be repaired by undercutting and backfilling with select fill material.

The frequency of undercut areas and the total depth of required undercut may increase based on site conditions at the time of earthwork operations, particularly if construction occurs during a wet weather pattern (frequently occurring between October and May). MCE recommends that proof-rolling/subgrade verification should be conducted immediately following initial stripping and site grading to verify stability anticipations and avoid unnecessary undercut operations.

9.3 Rock Excavation Considerations

As mentioned previously in Section 4.3, auger refusal materials were not encountered by any of the borings, but five (5) borings (B-01 through B-04 and B-09) did encounter hard shale and highly weathered sandstone materials throughout the drilled depths. These materials may cause difficulties during excavation if encountered across the project site. This assumption is based on our extensive experience within the general project vicinity and with the local geologic formations. During construction, it is anticipated that these materials may be excavated using heavy equipment, though smaller equipment may have difficulty advancing beyond three (3) feet in isolated areas.

It is recommended that the Contractor anticipate the potential necessity to utilize Rock Removal techniques if excavations extend to depths deeper than those investigated at this time.

9.4 General Foundation Recommendations

The foundations relevant to the new project structures should be sized to meet three (3) conditions. First, the maximum stresses imposed on the foundation strata should not exceed the allowable bearing pressures as determined by the shear strength properties of the bearing strata. Secondly, foundations should be designed to limit the maximum anticipated total and differential settlement to magnitudes that will neither damage nor impair the use of the structures.

Finally, the foundation systems must also be designed to resist the anticipated lateral or overturning forces during the most critical loading conditions, including earthquake loadings. These factors, as well as construction considerations related to the existing soil and ground conditions, were influential in the preparation of the recommendations presented hereinafter.

9.5 Shallow Foundation Recommendations

Based on the provided information, current project scope, and encountered subgrade materials, it is recommended that a shallow foundation system composed of continuous and individual (spread) footings will be suitable for the support of the proposed structure foundations. It is recommended that the project structure foundations bear on a minimum of one (1) foot of imported select fill meeting the compaction and moisture requirements outlined in the *Select Fill Material* section (Section 9.10) of this report.

The Contractor should budget for a minimum of two (2) feet of imported select fill to be placed beneath all structure foundations. This is due to the shallow presence of high plasticity clay (CH) encountered in project boring B-02, the single-digit N-values, and the variability of onsite soil types. This recommendation is intended to reduce the potential for settlement beyond the values anticipated within this report and can be used in the event that more CH materials are encountered during construction. As previously referenced, additional undercut up to a depth of five (5) feet below existing grade(s) may be required to remove unstable soils and expose materials suitable for placement of select fill material and foundation bearing conditions.

Footings bearing on a minimum of two (2) feet of select fill material placed above suitable subgrade conditions, as previously described, can utilize safe allowable bearing pressures of 2,000 pounds per square foot (psf) for continuous foundations and 2,500 psf for spread or individual foundations. The allowable bearing pressures provide a minimum factor of safety of three (3) and were calculated using a minimum footing width of two (2) feet, a minimum footing thickness of one (1) foot, and a minimum footing depth of two (2) feet below exterior ground elevations, which is adequate to protect against frost heave in the project area.

The total long-term foundation settlement for footings bearing on properly placed select fill material with the assumed dimensions and loading is anticipated to be approximately ¾-inch. The maximum differential settlement between footings is anticipated to be on the order of ½-inch between individual footings or along a 40-foot span for continuous footings.

The final depth to stable subgrade soils and required undercut may be reduced at the discretion of the Geotechnical Engineer based on site conditions during construction.

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As mentioned in the *Subgrade Verification* section of this report, the subgrade material in all structure footprints should be proof-rolled to verify stability following initial stripping and grading operations to avoid unnecessary undercut. The stability of soils beneath the foundation footprints can be evaluated by alternate means if proof-rolling is not feasible, provided that it is verified by the Geotechnical Engineer or his/her representative.

9.6 Structure Slab-on-Grade

Slab-on-grade construction may be utilized for the planned structures, provided a minimum four (4) inch cushion of sand, crushed stone or gravel is placed below the slab areas with a vapor barrier directly below the concrete.

It is recommended that a minimum of one (1) foot of select fill material is properly placed beneath the slab dimensions to provide adequate subgrade support and stability under-slab conditions. This recommendation will likely be satisfied during initial earthwork operations required to allow for the placement of a minimum of one (1) foot of select fill beneath structure foundations. The entirety of the slab subgrade area is recommended to be verified during construction by proof-rolling as previously described in the *Subgrade Verification* section of this report.

9.7 Site Retaining Structures – Lateral Earth Pressures

At the time of this report, below-grade retaining structure are not anticipated. Should below-grade retaining structures be implemented they should be designed to resist the minimum equivalent fluid weights provided in Table 5 below.

The recommended minimum factor of safety against sliding and overturning is 1.5 and 2.0 respectively. The provided lateral earth pressures assume a drained condition for the backfill material.

To achieve a drained condition, the retaining structures should be backfilled using a free-draining granular material and be provided with thru-wall drains or a gravity trench drain system graded to daylight for the release of any hydrostatic pressure which may develop. Alternate means of drainage may be required if daylighting is not an option, those alternate means would need to be discussed and approved by the Design Team.

The values provided in Table 5 for No. 57 or No. 67 crushed stone gravel assume a 1H:1V maximum backfill slope from the heel of the retaining wall foundation. If a vertical "chimney drain" is provided by the No. 57 or No. 67 stone, then the values for onsite soils should be used based on proximity and relevancy to the material behind the gravel.

Table 2: Lateral Earth Pressures

Soil/Backfill Type	Moist Unit Weight (lbs/ft^3)	Friction Angle φ (^{0})	Equivalent Fluid Pressure (lbs/ft^3)		
			Active	Passive	At-Rest
Onsite Soils Stratum II	105	15	62	178	78
Onsite Soils Stratum III	118	22	54	259	74
Select Fill Material (GC or GM)	120	28	43	332	64
No. 57 or No. 67 Stone	95	35	25	350	41

A coefficient of friction of 0.40 may be used provided the retaining structure is supported on a minimum of four (4) inches of placed and compacted Class 7 Base Course material. A friction value of 0.35 may be used provided the retaining structures are supported directly on select fill material or onsite soils.

9.8 Existing and New Pavement Recommendations

Site grading for the pavement areas should consist of initial stripping and proof-rolling as previously described. Subgrade preparation and proof-rolling should follow the same procedure as described in the *Subgrade Verification* section (Section 9.2) of this report.

As previously mentioned, the East Rock Street improvements scope of work has not yet been finalized. With that being said, the Contractor should anticipate the removal of a minimum of 18 inches of pavement materials across East Rock Street and existing parking areas. This recommendation is intended to ensure the removal of all pavement materials.

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Within the pavement improvement areas, stable subgrade materials suitable for placement of select fill materials were generally encountered within the upper two (2) feet below the existing surface elevations. Isolated areas may require additional undercut to reach stable materials, such as those surrounding the areas of B-07 and B-08.

Thickened "bridging" lifts on the order of 18 to 24 inches may be utilized if beneficial beneath pavement areas, particularly to prevent additional or excessive undercutting. Thickened lifts should only be implemented under the direction of the Geotechnical Engineer. The top eight (8) inches of any thickened lift should be compacted and tested per project specifications. A minimum of one (1) standard lift should be placed above any thickened lift utilized beneath pavement areas.

It is recommended that the project planning and budgeting carry an allowance for a minimum of one (1) foot of imported select fill materials to be placed within the pavement improvement areas with an allowance of two (2) feet to be budgeted. Additional placement of fill material may be required in the event that soft soils are encountered at the time of construction.

Final recommendations regarding undercut should be directed and verified by the Geotechnical Engineer or his/her representative, based on the results of proof-rolling during construction. Select fill material should meet the requirements provided in the *Select Fill Material* section (Section 9.10) and be placed per the requirements provided in Table 7 on the following page.

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9.9 Minimum Pavement Section Recommendations – Parking and Access Drive

The following pavement recommendations provided in this section are based on stable subgrade material and/or select fill material existing beneath the recommended pavement sections. This requirement would be provided by proper placement of approved select fill material and/or stable onsite material being verified by proof-rolling within the pavement subgrade dimensions. Minimum pavement sections are recommended to be as shown in Table 6 below.

For the recommendations provided in Table 6, light-duty pavements are considered to be those pavements with low-volume traffic areas such as pedestrian sidewalks, parking and staging areas, and areas primarily subjected to passenger vehicles. The standard-duty pavement recommendations in this section are intended to apply to higher-volume traffic areas and other pavement area dimensions that are to be periodically subjected to heavy trucks. The standard-duty pavements are recommended as performing similarly to a typical city street pavement section with a residential classification. Heavy-duty pavement recommendations are intended to apply to areas subjected to frequent heavy-truck traffic, like dumpster pads.

Table 3: Minimum Project Pavement Sections

Pavement Type	Pavement Materials	Light Duty	Standard Duty	Heavy Duty
Concrete Pavement	Portland Cement Concrete	4"	N/A	6"
	Class 7 Base Course (95% MPD)	6"	N/A	8"
Asphalt Pavement	ACHM Surface Course (1/2")	2"	3"	2"
	ACHM Binder Course (1")	N/A	N/A	3"
	Class 7 Base Course (95% MPD)	6"	8"	8"

The pavement sections provided in Table 6 should be viewed as minimums and can be increased through the design process by the project Civil Engineer if warranted.

9.10 Select Fill Material

Any select fill material planned for the project is recommended to be an off-site borrow material of locally available silty or clayey chert gravel meeting Unified Soils Classification as a GC or GM material and having a Plasticity Index of 35 or less, a Liquid Limit of 55 or less, a minimum of 30% retained on the ¾-inch sieve and a maximum of 35% passing the No. 200 sieve. Onsite Stratum III material may qualify for use as select fill material but should be submitted to the Geotechnical Engineer for approval prior to usage.

All fill and backfill should be placed in horizontal lifts. When placing fill next to existing slopes, the slope face should be stripped of all vegetation and the face "benched" to allow the placement of horizontal lifts and bonding to the slope face. Table 7 below provides the recommended compaction parameters for select fill and Class 7 base course to be used on the project.

Table 7: Compaction Requirements

Material Type	Test Standard	Minimum Dry Density (%)	Optimum Moisture Range (%)
Select Fill	ASTM D698 / AASHTO T99	98	-3% to +3%
Base Course	ASTM D1557 / AASHTO T180	95	Near Optimum

10.0 Construction Materials Testing and Special Inspections

Construction materials testing and special inspection services are recommended to be provided by MCE to provide consistency with the recommendations in this report and the documentation of those recommendations being implemented during construction. Testing of the earthwork, concrete, paving, structure, and other phases is recommended to be conducted and documented during construction to assure the Owner and Engineer that the construction complies with the specifications. In particular, field verification of earthwork operations will be required to confirm the recommendations contained herein.

Additionally, all trenching and excavations should be conducted following the current Arkansas State Law and Occupational Safety and Health Administration (OSHA) guidelines and requirements.

11.0 Limitations and Reserved Rights

The recommendations and conclusions made in this report are based on the assumption that the subsoil conditions do not deviate appreciably from those disclosed in the subsurface exploration. Further, the information in this document should be referenced as particularly preliminary given the conceptual stage of the project at the time of this report. A thorough Final Geotechnical Investigation should be performed before the production of construction or final design documents. It is recommended that this final investigation is performed once reliable grading and site plan/scope information has been produced.

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YRCC Expansion
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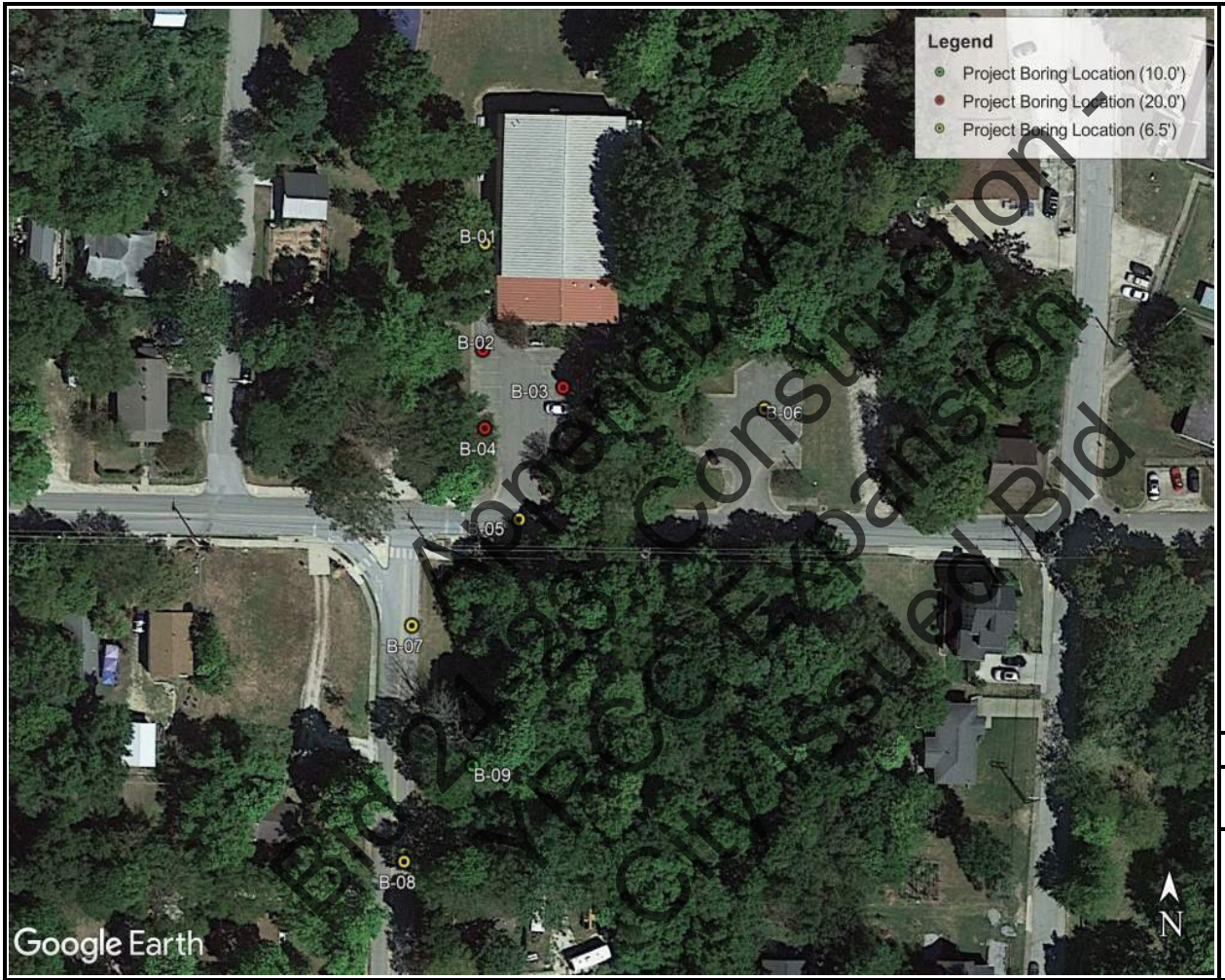
Appendix A: Project Boring Layout

Appendix A
Bid 24-03 Construction - YRCC Expansion
City Issued Bid

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
Little Rock
Fayetteville
Fort Smith
Tulsa



Bid 24-23, Appendix A
YRCC Expansion
City Issued Bid

CITY OF FAYETTEVILLE ARKANSAS

113 West Mountain Street
Fayetteville, Arkansas 72701

PROJECT NUMBER

22-3965

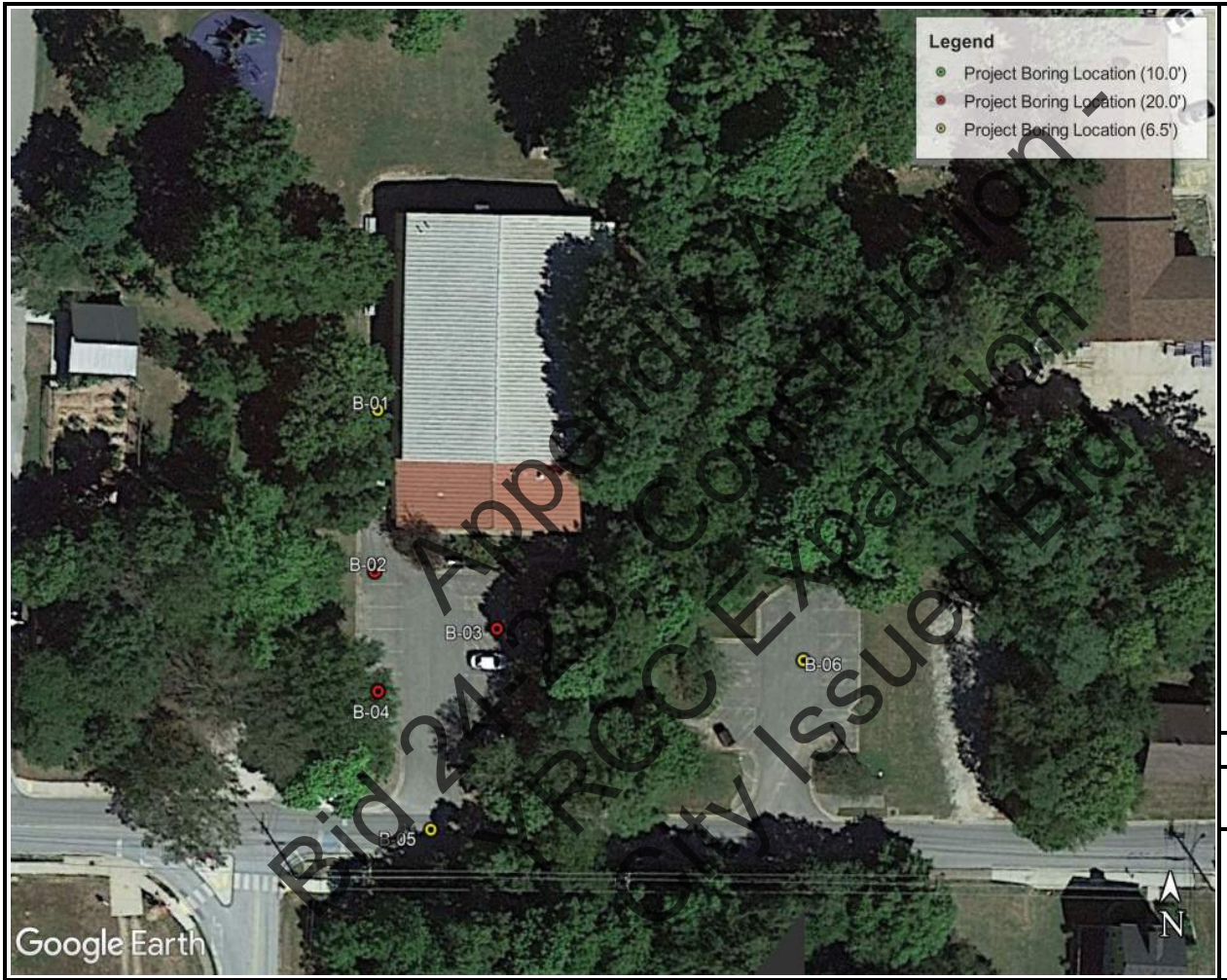
MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

mce.us.com

Yvonne Richardson Community Center Addition

Fayetteville, Arkansas

PLATE 1A



Appendix A
Bid 24-23, Construction - RCC Expansion
City Issued Bid

CITY OF FAYETTEVILLE ARKANSAS

113 West Mountain Street
Fayetteville, Arkansas 72701

PROJECT NUMBER

22-3965

MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

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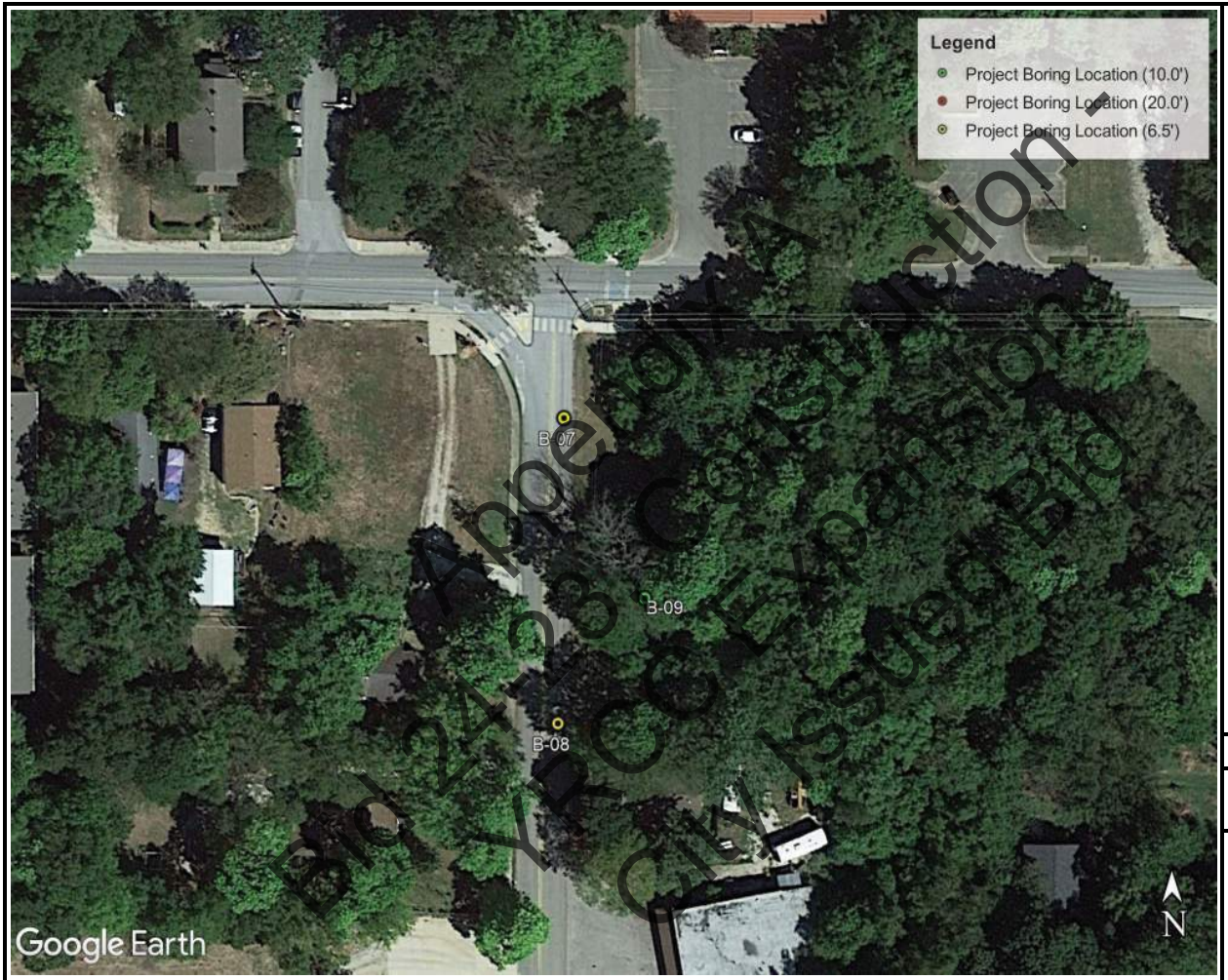
Yvonne Richardson Community Center Addition

Fayetteville, Arkansas

PLATE 1B



Appendix A
Bid 24-28 Construction -
YRCC Expansion
City Issued Bid

CITY OF FAYETTEVILLE ARKANSAS

113 West Mountain Street
Fayetteville, Arkansas 72701

PROJECT NUMBER

22-3965

MCE McCLELLAND CONSULTING ENGINEERS, INC.
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Yvonne Richardson Community Center Addition

Fayetteville, Arkansas

PLATE 1C

Appendix A: Boring Logs

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Little Rock
Fayetteville
Fort Smith
Tulsa

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

BORING NUMBER B-01

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/6/22 **COMPLETED** 12/6/22
GROUND ELEVATION 1322 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY D. Orozco **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0	ASPHALT (3")					
	AGGREGATE (2")					
	(SC) CLAYEY SAND WITH GRAVEL Brown to Light Reddish Brown; Medium Dense; Moderate Plasticity; Moist	SPT 1	28	5-6-5 (11)		
	- Loose	SPT 2	22	4-5-2 (7)		
	- Very Dense	SPT 3	44	1-50/3"		
5	WEATHERED SHALE Gray; Moderately Hard; Dry	SPT 4	39	35-15-20 (35)		
	Bottom of borehole at 6.5 feet.					

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80

Appendix A
Bid 24-23, Construction-
YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

BORING NUMBER B-02

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/6/22 **COMPLETED** 12/6/22
GROUND ELEVATION 1319 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY D. Orozco **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0	ASPHALT (3")					
	AGGREGATE (12")					
	(CH) FAT CLAY WITH SAND Dark Brown with Mottled Gray and Reddish Brown; Very Stiff; High Plasticity; Moist	SPT 1	11	4-8-7 (15)		
	-Stiff	SPT 2	33	3-3-4 (7)		
	-Medium-Stiff	SPT 3	39	2-2-3 (5)		
5	(CL) HIGHLY WEATHERED SHALE Light Brown with Mottled Gray; Very Stiff; Moderate Plasticity; Moist	SPT 4	61	5-8-10 (18)		
	WEATHERED SHALE Gray; Moderately Hard; Dry	SPT 5	50	9-15-24 (39)		
10						
	- Moderately Hard to Hard	SPT 6	56	13-26-43 (69)		
15						
	- Hard	SPT 7	100	50/4"		

Bottom of borehole at 18.8 feet.

SPT N VALUE
20 40 60 80
PL MC LL
20 40 60 80
FINES CONTENT (%)
20 40 60 80

Appendix A
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YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

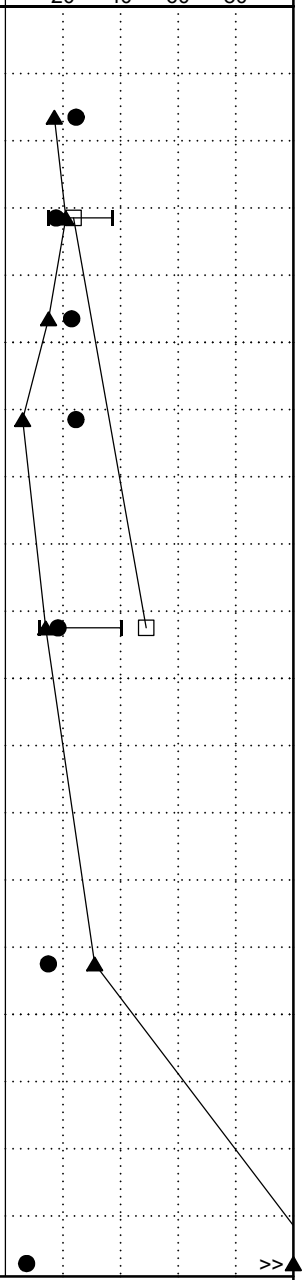
BORING NUMBER B-03

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/6/22 **COMPLETED** 12/6/22
GROUND ELEVATION 1317 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY D. Orozco **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0	ASPHALT (3") AGGREGATE (8") (GC) CLAYEY GRAVEL WITH SAND Reddish Brown; Medium-Dense; Moderate Plasticity; Moist	SPT 1	28	7-11-6 (17)		
		SPT 2	39	7-10-11 (21)		
5	- Reddish Brown to Dark Brown; Loose	SPT 3	50	2-5-10 (15)		
		SPT 4	39	2-2-4 (6)		
	(SC) CLAYEY SAND WITH GRAVEL Light Brown with Mottled Gray; Medium-Dense; Moderate Plasticity; Moist					
10		SPT 5	67	3-6-8 (14)		
	- Dark Brown with Mottled Gray; Dense	SPT 6	61	8-15-16 (31)		
15	WEATHERED SHALE Dark Grey; Moderately Hard; Dry					
	- Hard	SPT 7	100	50/5"		

Bottom of borehole at 18.9 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



Appendix A
Bid 24-23, Construction-
YRCC Expansion-
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

BORING NUMBER B-04

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/6/22 **COMPLETED** 12/6/22
GROUND ELEVATION 1316 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY D. Orozco **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0	ASPHALT (3")					
	AGGREGATE (4")					
	(SC) CLAYEY SAND WITH GRAVEL Reddish Brown; Medium-Dense; Moderate Plasticity; Moist to Dry	SPT 1	28	12-6-9 (15)		
		SPT 2	44	11-16-4 (20)		
5		SPT 3	39	8-11-6 (17)		
	(CL) SANDY LEAN CLAY Light Grayish Brown; Very Stiff; Moderate Plasticity; Moist	SPT 4	61	3-6-7 (13)		
10		SPT 5	33	5-7-8 (15)		
	(CL) HIGHLY WEATHERED SHALE Grayish Brown to Gray; Moderately Hard to Hard; Moist	SPT 6	72	10-30-44 (74)		
15	- Gray; Dry					
	- Hard	SPT 7	100	50/3"		

Bottom of borehole at 18.8 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80

Appendix A
Bid 24-23, Construction-
YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

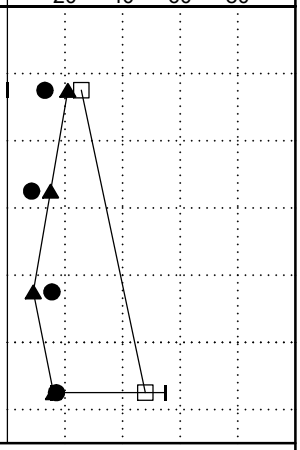
BORING NUMBER B-05

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/7/22 **COMPLETED** 12/7/22
GROUND ELEVATION 1315 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY J. Islas **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		ASPHALT (4")					
		(SM) SILTY SAND WITH GRAVEL Light Reddish Brown; Medium-Dense; Negligible Plasticity; Moist to Dry	SPT 1	44	9-9-12 (21)		
		- Dark Brown; Dry	SPT 2	61	10-9-6 (15)		
		- Dark Brown to Light Reddish Brown; Moist	SPT 3	39	4-4-5 (9)		
5		(GC) CLAYEY GRAVEL WITH SAND Light Yellowish Brown; Medium-Dense; High Plasticity; Moist	SPT 4	78	4-7-9 (16)		

Bottom of borehole at 6.5 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



Appendix A
Bid 24-23, Construction-
YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

BORING NUMBER B-06

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/7/22 **COMPLETED** 12/7/22
GROUND ELEVATION 1317 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY J. Islas **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		ASPHALT (4")					
		(GC) CLAYEY GRAVEL WITH SAND Reddish Brown; Medium-Dense; Moist	SPT 1	89	6-5-6 (11)		
		(SC) CLAYEY SAND Dark Brown; Medium-Dense; Moderate Plasticity; Moist	SPT 2	72	3-6-12 (18)		
			SPT 3	39	2-3-6 (9)		
5		- Dark Brown with Yellowish Brown Striations	SPT 4	94	4-6-6 (12)		
		Bottom of borehole at 6.5 feet.					

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80

Appendix A
Bid 24-23, Construction-
YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

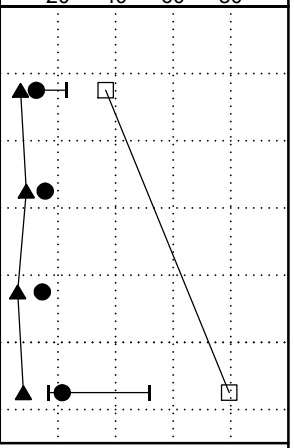
BORING NUMBER B-07

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/7/22 **COMPLETED** 12/7/22
GROUND ELEVATION 1317 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY J. Islas **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		ASPHALT (2")					
		CONCRETE (4")					
		(SC) CLAYEY SAND WITH GRAVEL Dark Brown to Yellowish Brown; Loose; Low Plasticity; Moist	SPT 1	50	2-3-4 (7)		
		- Medium-Dense	SPT 2	39	2-4-5 (9)		
		- Light Brown with Mottled Gray; Loose	SPT 3	72	3-3-3 (6)		
5		(CH) FAT CLAY WITH SAND Light Brown to Dark Brown with Mottled Gray; Stiff; High Plasticity; Moist	SPT 4	100	2-4-4 (8)		

Bottom of borehole at 6.5 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



Appendix A
Bid 24-23, Construction-
YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

BORING NUMBER B-08

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/7/22 **COMPLETED** 12/7/22
GROUND ELEVATION 1310 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY J. Islas **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		ASPHALT (3")					
		CONCRETE (2")					
		(SC) CLAYEY SAND WITH GRAVEL Dark Brown; Loose; Moderate Plasticity; Moist	SPT 1	39	6-3-3 (6)		
			SPT 2	22	5-4-3 (7)		
			SPT 3	39	2-3-4 (7)		
5		(CH) FAT CLAY WITH SAND Light Grayish Brown; Stiff to Very Stiff; Moderate to High Plasticity; Moist	SPT 4	72	2-4-8 (12)		

Bottom of borehole at 6.5 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80

Appendix A
Bid 24-23, Construction-
YRCC Expansion
City Issued Bid

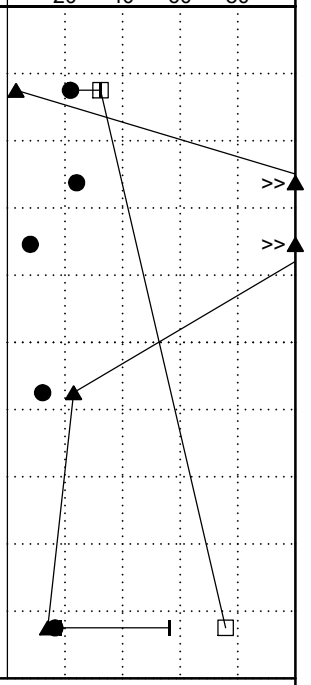
McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

BORING NUMBER B-09

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR
DATE STARTED 12/19/22 **COMPLETED** 12/19/22
GROUND ELEVATION 1306 ft **HOLE SIZE** 4.25 inches
DRILLING CONTRACTOR McClelland Consulting Engineers, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY J. Ruble **CHECKED BY** M. Roberson
AT END OF DRILLING ---
NOTES Conducted Using a CME-45B Truck Mounted Drill Rig
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		TOPSOIL (6")					
		(SC) CLAYEY SAND Dark Brown; Very Loose to Loose; Low to Moderate Plasticity; Moist	SPT 1	22	5-2-1 (3)		
		- Dense	SPT 2	33	10-14-50/3"		
		HIGHLY WEATHERED SANDSTONE Dark Brown to Brown; Moderately Hard to Hard; Dry	SPT 3	100	50/1"		
5		(CH) FAT CLAY WITH SAND Light Brown with Mottled Gray; Very Stiff to Hard; High Plasticity; Moist	SPT 4	44	5-11-12 (23)		
		- Very Stiff	SPT 5	56	4-6-8 (14)		
10		Bottom of borehole at 10.0 feet.					

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



Appendix A
Bid 24-23, Construction-
YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

KEY TO SYMBOLS

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR

LITHOLOGIC SYMBOLS
(Unified Soil Classification System)

- ASPHALT: Asphalt
- CH: USCS High Plasticity Clay
- CL: USCS Low Plasticity Clay
- CONCRETE: Concrete
- GC: USCS Clayey Gravel
- GP-GM: USCS Poorly-graded Gravel with Silt
- SANDSTONE: Sandstone
- SC: USCS Clayey Sand
- SHALE: Shale
- SM: USCS Silty Sand
- TOPSOIL: Topsoil

SAMPLER SYMBOLS

Standard Penetration Test

FINE GRAINED ANALYSIS DESCRIPTORS

Descriptor	Meaning
Trace	Less than 5%
Few	5% to 10%
Little	15% to 25%
Some	30% to 45%
Mostly	50% to 100%

IN-SITU SHEAR STRENGTHS

COARSE-GRAINED SOILS			FINE-GRAINED SOILS		
Penetration (blows/foot)		In-Situ Strengths	Penetration (blows/foot)		In-Situ Strengths
Auto	Manual		Auto	Manual	
0 - 3	0 - 4	Very Loose	< 2	< 2	Very Soft
3 - 8	4 - 10	Loose	2 - 3	2 - 4	Soft
8 - 23	10 - 30	Medium-Dense	3 - 6	4 - 8	Medium-Stiff
23 - 38	30 - 50	Dense	6 - 12	8 - 15	Stiff
> 38	> 50	Very Dense	12 - 23	15 - 30	Very Stiff
			> 23	> 30	Hard

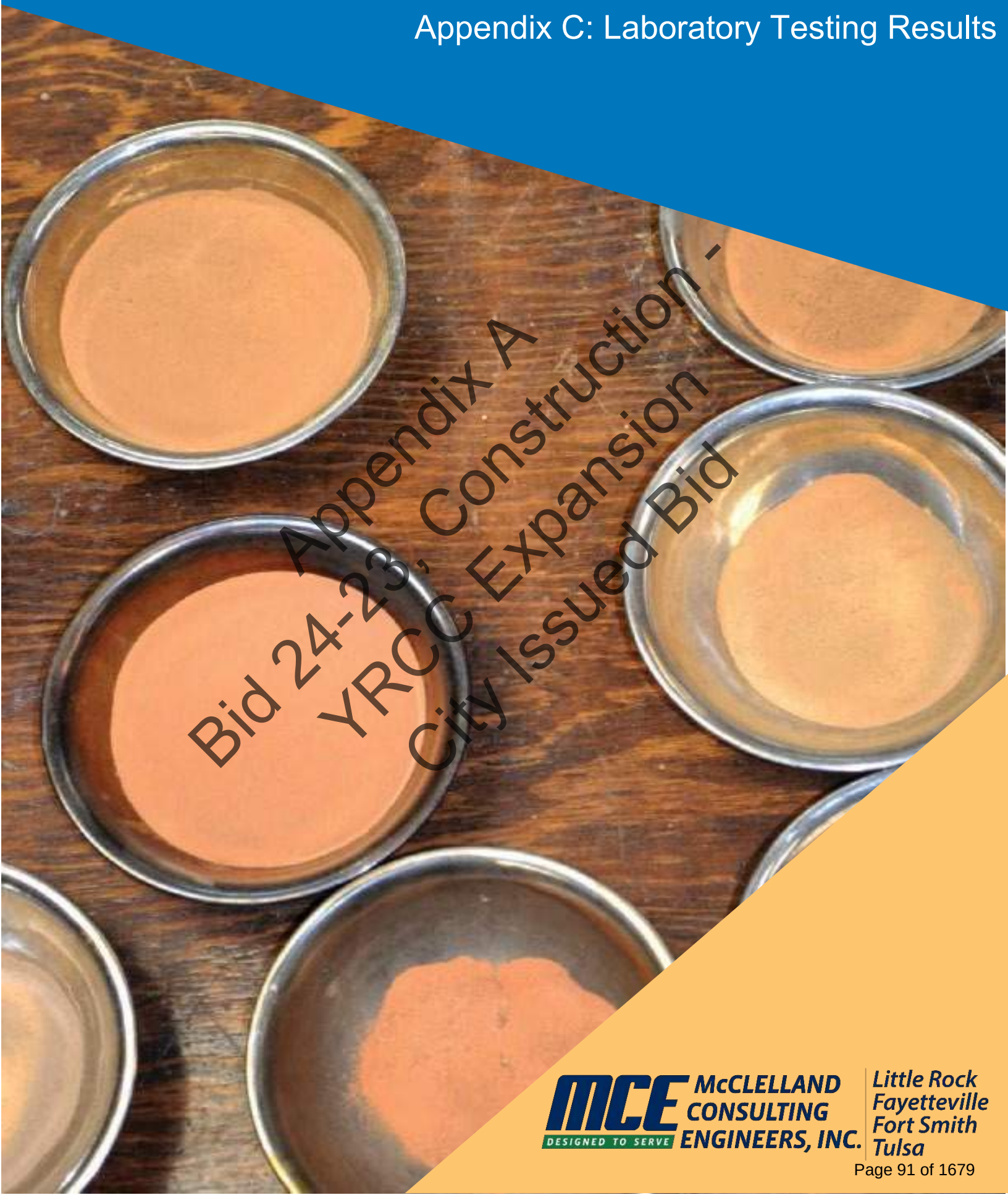
Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

ABBREVIATIONS

LL - LIQUID LIMIT (%)
PI - PLASTIC INDEX (%)
W - MOISTURE CONTENT (%)
DD - DRY DENSITY (PCF)
NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE
PP - POCKET PENETROMETER (TSF)
TV - TORVANE
PID - PHOTOIONIZATION DETECTOR
UC - UNCONFINED COMPRESSION
ppm - PARTS PER MILLION

- Water Level at Time Drilling, or as Shown
- Water Level at End of Drilling, or as Shown
- Water Level After 24 Hours, or as Shown

Appendix C: Laboratory Testing Results



Appendix A
Bid 24-23; Construction -
YRCC Expansion
City Issued Bid

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
Little Rock
Fayetteville
Fort Smith
Tulsa

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

SUMMARY OF LABORATORY RESULTS

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR

Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Class-ification	Water Content (%)	Dry Density (pcf)	Satur-ation (%)	Void Ratio
B-01	0.5							35.7			
B-01	2.0	40	20	20	9.5	35	SC	27.7			
B-01	3.5							30.7			
B-01	5.0							10.1			
B-02	0.6							6.5			
B-02	2.1							26.1			
B-02	3.6	61	18	43	9.5	75	CH	22.4			
B-02	5.1							24.0			
B-02	8.5							11.5			
B-02	13.5	39	19	20	4.75	56	CL	12.1			
B-02	18.5							8.8			
B-03	0.9							24.5			
B-03	2.4	37	15	22	25	24	GC	17.6			
B-03	3.9							23.0			
B-03	5.4							24.5			
B-03	8.5	40	12	28	19	49	SC	18.3			
B-03	13.5							14.9			
B-03	18.5							7.4			
B-04	0.6							13.5			
B-04	2.1							13.5			
B-04	3.6	33	13	20	19	40	SC	13.3			
B-04	5.1							18.3			
B-04	8.5	46	18	28	4.75	58	CL	17.0			
B-04	13.5							14.7			
B-04	18.5							7.2			
B-05	0.5	NP	NP	NP	19	26	SM	13.0			
B-05	2.0							8.4			
B-05	3.5							15.5			
B-05	5.0	55	15	40	25	48	GC	17.0			
B-06	0.5							27.0			
B-06	2.0							17.0			
B-06	3.5							18.0			
B-06	5.0	38	14	24	4.75	48	SC	20.9			
B-07	0.5	23	12	11	19	37	SC	12.5			
B-07	2.0							15.6			
B-07	3.5							14.6			
B-07	5.0	52	17	35	9.5	79	CH	21.5			
B-08	0.5							19.7			
B-08	2.0							11.4			
B-08	3.5	37	13	24	9.5	40	SC	13.8			
B-08	5.0							18.7			
B-09	0.5	32	21	11	9.5	32	SC	21.9			
B-09	2.0							24.0			

Appendix A
Bid 24-23; Construction -
YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

SUMMARY OF LABORATORY RESULTS

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR

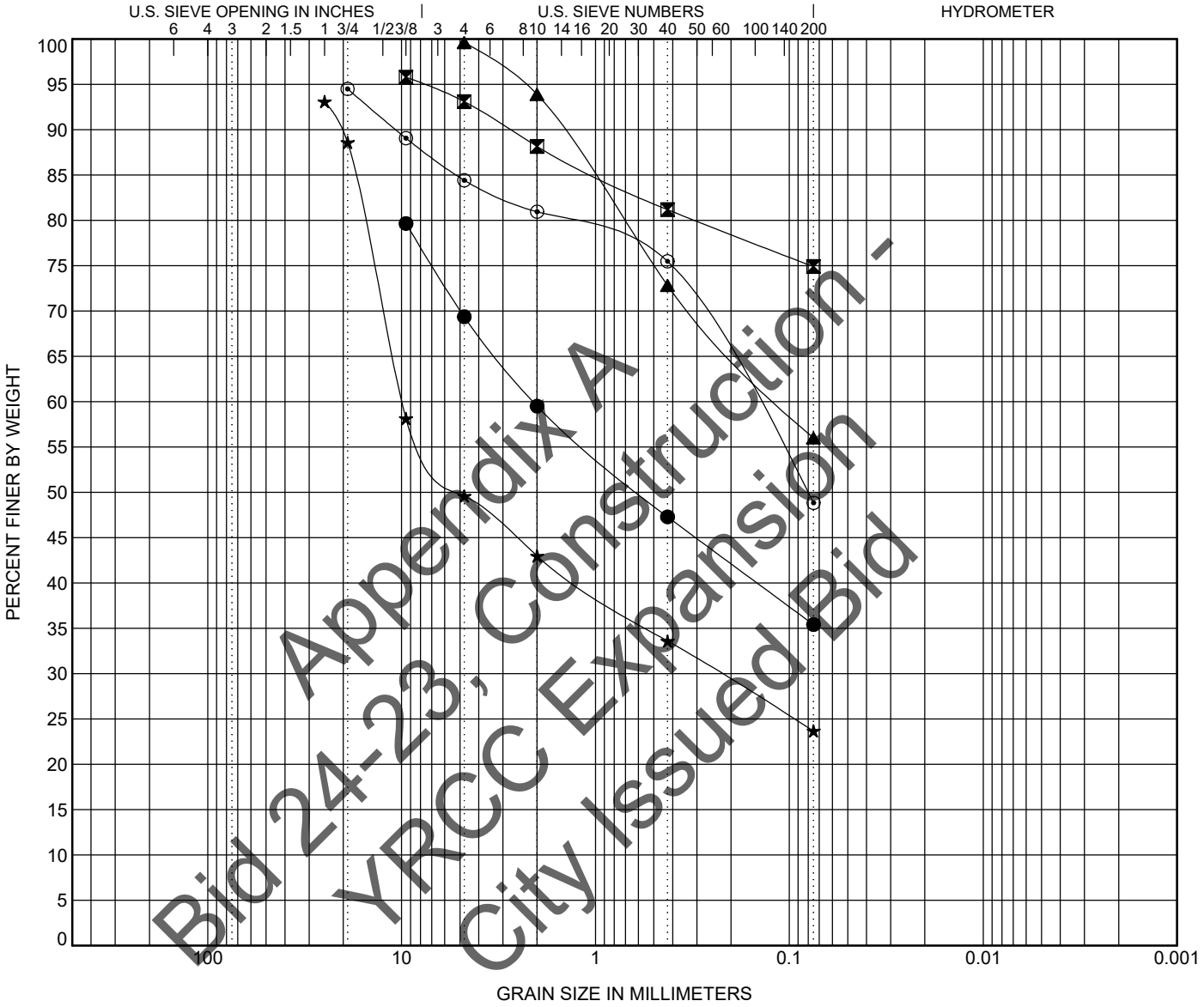
Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Class-ification	Water Content (%)	Dry Density (pcf)	Satur-ation (%)	Void Ratio
B-09	3.5							7.9			
B-09	5.0							12.2			
B-09	8.5	56	18	38	4.75	76	CH	16.5			

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

GRAIN SIZE DISTRIBUTION

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR



Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BOREHOLE	DEPTH	Classification	LL	PL	PI	Cc	Cu
●	B-01	2.0	CLAYEY SAND with GRAVEL(SC)	40	20	20		
⊠	B-02	3.6	FAT CLAY with SAND(CH)	61	18	43		
▲	B-02	13.5	SANDY LEAN CLAY(CL)	39	19	20		
★	B-03	2.4	CLAYEY GRAVEL with SAND(GC)	37	15	22		
⊙	B-03	8.5	CLAYEY SAND with GRAVEL(SC)	40	12	28		

	BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	B-01	2.0	9.5	2.089			10.3	34.0	35.4	
⊠	B-02	3.6	9.5				2.7	18.2	74.9	
▲	B-02	13.5	4.75	0.113				43.6	56.0	
★	B-03	2.4	25	9.911	0.227		43.5	25.9	23.7	
⊙	B-03	8.5	19	0.155			10.1	35.6	48.8	

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
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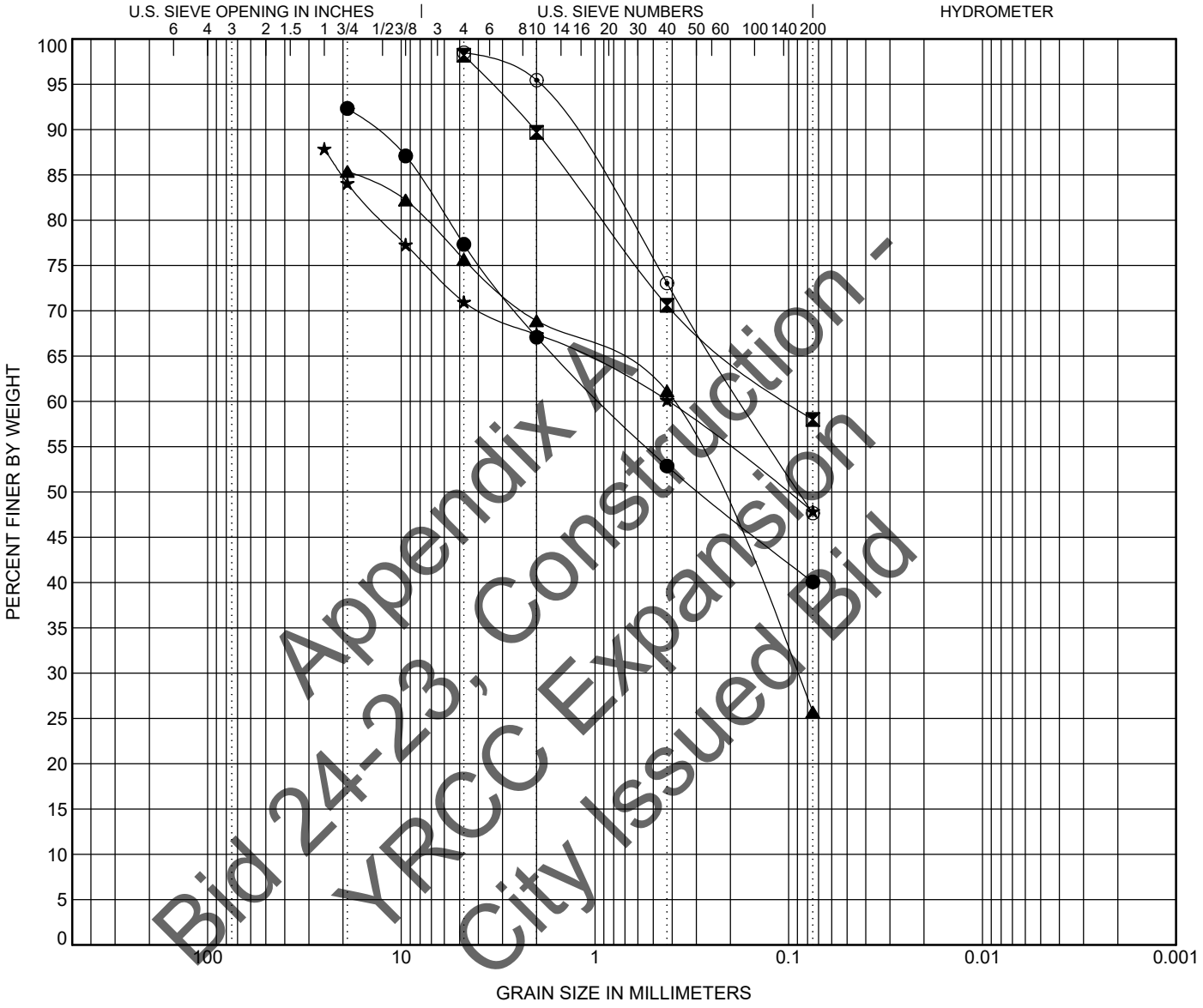
GRAIN SIZE DISTRIBUTION

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR



Appendix A
Bid 24-23; Construction -
YRCC Expansion
City Issued Bid

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

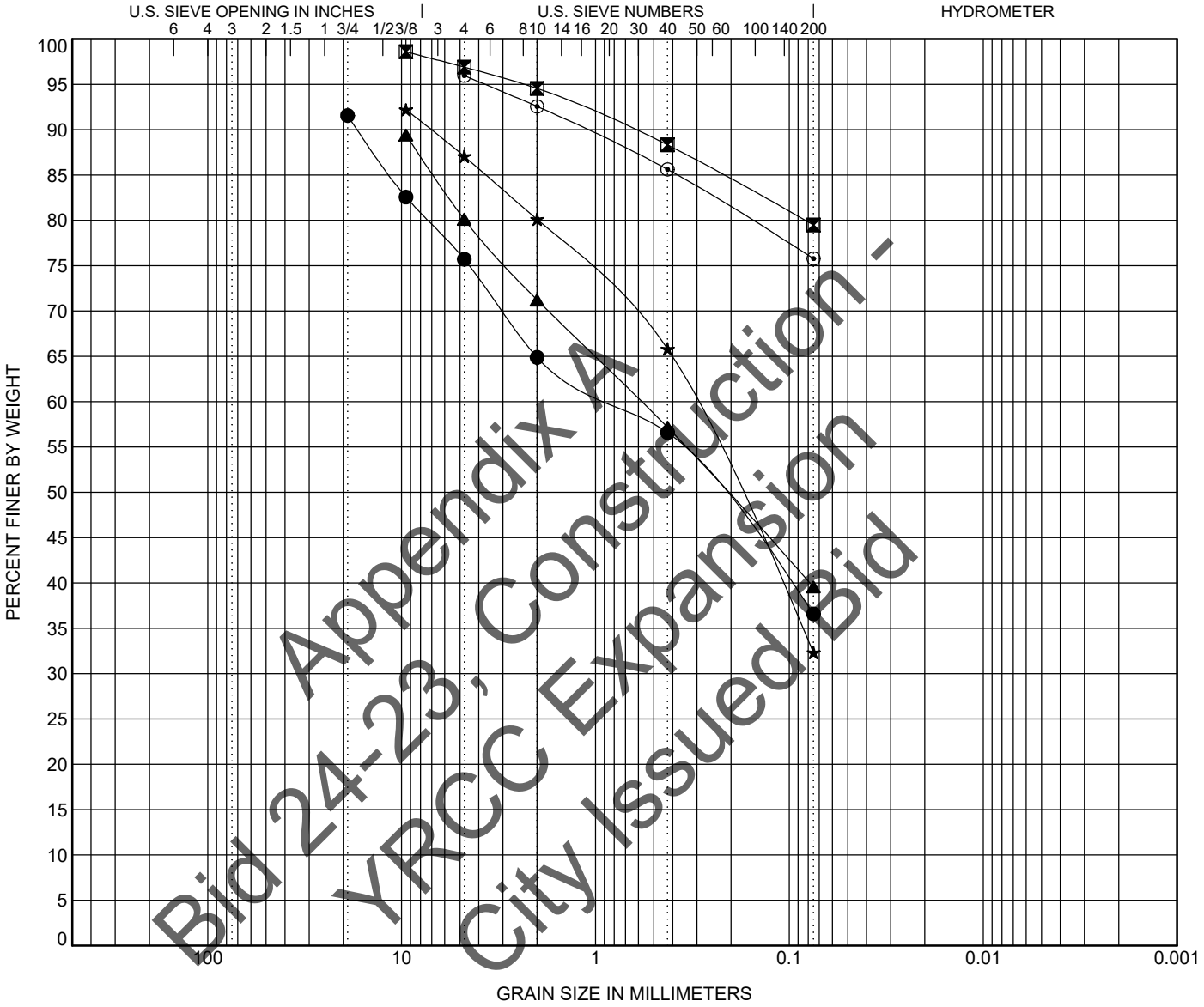
	BOREHOLE	DEPTH	Classification	LL	PL	PI	Cc	Cu
●	B-04	3.6	CLAYEY SAND with GRAVEL(SC)	33	13	20		
⊠	B-04	8.5	SANDY LEAN CLAY(CL)	46	18	28		
▲	B-05	0.5	SILTY SAND with GRAVEL(SM)	NP	NP	NP		
★	B-05	5.0	CLAYEY GRAVEL with SAND(GC)	55	15	40		
⊙	B-06	5.0	CLAYEY SAND(SC)	38	14	24		

	BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	B-04	3.6	19	0.925			15.0	37.3	40.1	
⊠	B-04	8.5	4.75	0.099				40.2	58.0	
▲	B-05	0.5	19	0.402	0.093		9.7	50.0	25.7	
★	B-05	5.0	25	0.417			16.9	23.1	47.9	
⊙	B-06	5.0	4.75	0.174				50.8	47.7	

McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703
Telephone: 479.587.1303

GRAIN SIZE DISTRIBUTION

CLIENT City of Fayetteville, Arkansas
PROJECT NAME Yvonne Richardson Community Center Addition
PROJECT NUMBER 22-3965
PROJECT LOCATION Fayetteville, AR



Appendix A
Bid 24-23; Construction -
YRCC Expansion
City Issued Bid

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BOREHOLE	DEPTH	Classification	LL	PL	PI	Cc	Cu
●	B-07	0.5	CLAYEY SAND with GRAVEL(SC)	23	12	11		
⊠	B-07	5.0	FAT CLAY with SAND(CH)	52	17	35		
▲	B-08	3.5	CLAYEY SAND with GRAVEL(SC)	37	13	24		
★	B-09	0.5	CLAYEY SAND(SC)	32	21	11		
⊙	B-09	8.5	FAT CLAY with SAND(CH)	56	18	38		

	BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	B-07	0.5	19	0.803			15.8	39.1	36.6	
⊠	B-07	5.0	9.5				1.7	17.4	79.5	
▲	B-08	3.5	9.5	0.58			9.3	40.6	39.6	
★	B-09	0.5	9.5	0.315			5.1	54.7	32.3	
⊙	B-09	8.5	4.75					20.2	75.8	

SECTION 00 41 00

BID FORM

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

FROM: _____
Name of Contractor

_____
Address

_____
Telephone / Fax / Email

_____
License Number

_____
Tax ID Number

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

Pursuant to and in compliance with Bidding Documents and the proposed Contract Documents, including Addenda _____, I hereby propose and agree to furnish material and labor to construct and complete the Addition to the Yvonne Richardson Community for City of Fayetteville, AR within 300 (for Substantial Completion)/ 330 (for total completion calendar days, in strict accordance with the Contract Documents for the sum of:

TOTAL BASE BID:

_____ **$**_____
DOLLARS

The undersigned further agrees to provide a list of material and products which can be effectively procured by the owner directly from suppliers within 24 hours of bid opening.

If awarded the contract, I agree to enter into and execute a Contract on the basis of this bid, and to furnish bonds and proof of insurance in accordance with the Instructions to

Bidders and the General Conditions of the Contract for Construction.

I have completed the Bid and have attached bid security, in specified amount, and copy of Surety Agent's Power of Attorney.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

If Bidder is a partnership, complete the following:

Names and Addresses of Partners:

_____

_____

_____

If Bidder is a corporation, complete the following:

Name and Address of President: _____

Name and Address of Treasurer: _____

(SEAL)

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

DOCUMENT 00 43 36

SUBCONTRACTOR LISTING

Contractors are to complete the following Subcontractor Listing and submit it with the Bid Form. Bids will be considered incomplete if this form is not submitted.

Discipline	Subcontractor Name	License No.

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

Discipline	Subcontractor Name	License No.

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

CITY OF FAYETTEVILLE, ARKANSAS:

BID 24-23, CONSTRUCTION – YRCC EXPANSION

00 61 13
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

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

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

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

WHEREAS, Contractor has by written Agreement dated _____, 20_____, entered into a contract with Owner for **BID 24-23, CONSTRUCTION – YRCC EXPANSION** 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

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YRCC Expansion
City Issued Bid

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 _____

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CITY OF FAYETTEVILLE, ARKANSAS:
BID 24-23, CONSTRUCTION – YRCC EXPANSION

00 61 13
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 24-23, CONSTRUCTION – YRCC EXPANSION** 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

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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_____.

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CITY OF FAYETTEVILLE, ARKANSAS:

BID 24-23, CONSTRUCTION – YRCC EXPANSION

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 _____

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DOCUMENT 00 72 00

AIA DOCUMENT A 201-2017 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(Refer to attached document following this coversheet)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

YRCC Expansion
Fayetteville, Arkansas

THE OWNER:
(Name, legal status and address)

City of Fayetteville, Arkansas
113 W. Mountain
Fayetteville, Arkansas 72701

THE ARCHITECT:
(Name, legal status and address)

MBL Architecture
2397 N. Green Acres Road
Fayetteville, Arkansas 72703

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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3 CONTRACTOR
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10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
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Init.
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

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§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

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forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

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have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will

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similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

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Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

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change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

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.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. No blasting is allowed.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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.

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.

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

A bid security for 5% of the amount bid is required to be submitted with bid. This can be in the form of a bid bond, or a cashier's check issued by a financial institution located in the State of Arkansas. If using cashier's check, the check must be received by the Purchasing Division before bid deadline.

A 100% performance bond and a separate payment bond are both required.

"The Performance and Payment Bonds shall be one hundred percent (100%) and shall be provided to the City after the bonds are filed and file marked at the Washington County Circuit Clerks office."

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the

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failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from

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receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The

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responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose

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presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Certification of Document's Authenticity

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I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 10:57:46 ET on 01/31/2024 under Order No. 4104245791 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

A.G.L.

(Signed)

Principal

(Title)

1-31-2024

(Dated)

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DOCUMENT 00 73 00

SUPPLEMENTARY GENERAL CONDITIONS

1.1 SUPPLEMENTARY GENERAL CONDITIONS: The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

A. "2.2.5 The Contractor will be furnished 15 complete sets of drawings and project manuals as a part of this contract. Additional sets which the Contractor may request will be supplied at the Contractor's expense."

B. 3.4.2 Add the following:

"After award of the Contract, substitutions of products will be considered only under the conditions and in the manner specified in Section 01 33 00." C. 3.8.1 In line 1 after "Documents." Add "Refer to Section 01 11 00 ".

D. 3.8.2.2 In line 3 after "allowances", add ",except when installation is specified as part of the allowance (refer to Section 01 11 00) ."

E. 3.10 Add the following new subparagraph:

"3.10.4 Submit construction schedules in accordance with Section 01 33 00. "

F. 3.11.1 At end of subparagraph, add "Submit in accordance with Section 01 33 00. "

G. 3.12.5 At end of subparagraph, add "Submit in accordance with Section (01 33 00. "

H. 5.2.1 At end of paragraph add "Within 15 days after award of contract, submit complete list of subcontractors proposed for each portion of the work." I. 7.2.2 Add the following new paragraph:

I. 7.2.2 Methods used in determining adjustment to Contract Sum may include those listed in Subparagraph 7.3.3."

J. 8.3 Add the following subparagraphs:

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"8.3.4 The construction time shall include an allowance for calendar days per month which may not be available for construction out-of-doors (normal inclement weather).

8.3.4.1 Contract time will not be extended due to normal inclement weather unless the Contractor can substantiate, to satisfaction of Architect, that greater than-normal inclement weather occurred, considering the full term of contract time, using averaged accumulated record mean values from climatological data compiled by National Weather Service for the project locale, and that alleged greater-than-normal inclement weather actually delayed Work or portions of Work.

8.3.4.1.1 The measure of extreme weather shall be the number of days in excess of those stated for each month, in which precipitation exceeded 0.10 inch, from area weather station for same period of time, which is same source of data used to determine normal weather losses.

8.3.4.1.2 If total accumulated number of calendar days lost to weather exceeds total accumulated number expected for same period from inclement weather table, time for completion will be extended by number of calendar days needed to include excess number of calendar days lost.

8.3.4.2 Contract time will not be extended due to weather occurring after building is enclosed. "Enclosed" is defined to mean when building is sufficiently sealed, either temporarily or permanently, to permit structure to be heated and roof completed in order to permit drywall trades to work. The Architect shall determine when structure is "enclosed", and shall issue a letter to Owner, with a copy to Contractor, stating date building became "enclosed".

8.3.4.3 No change in contract sum will be authorized because of contract time due to weather."

M. 9.2.1 At end of subparagraph, add "Submit in accordance with Section 01300."

N. 9.3.1:

1) At end of subparagraph, add "Submit in accordance with Section 01300."

2) Add new clause as follows:

9.3.1.3 Until Substantial Completion of the Work, 5% of each progress payment will be retained.

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O. **9.10.2 At end of subparagraph, add "Submit affidavit of payment of debts and claims and affidavit of release of liens on AIA Forms G706 and G706A, respectively."**

P. **11.1.1 Add the following new clauses:**

"11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1) Premises Operations.

2) Independent Contractors' Protective.

3) Products and Completed Operations.

4) Personal Injury Liability.
5) Contractual Liability.
6) Owned, Non-Owned and Hired Motor Vehicles.
7) Excess or Umbrella Liability

R. **11.1.2 Add new clauses as follows:**

"11.1.2.1 Limits for Worker's Compensation and Employer's Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statue are to be provided, (2) the employer is not statutorily bonded to obtain such insurance coverage, and (3) additional coverages are required, additional coverages and limits for such insurance shall be a follows:

"11.1.2.2 Limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products -Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damages (including coverages for Explosion, Collapse and Under-Ground Hazards) shall be as follows:

$1,000,000	**Each Occurrence**
$2,000,000	**General Aggregate**
$1,000,000	**Personal and Advertising Injury**
$1,000,000	**Products-Completed Operations Aggregate**

.1 Policy shall be endorsed to have the General Aggregate apply to this project only.

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.2 Contractural Liability insurance shall include sufficient time to meet obligations in AIA A201-2007 under Section 3.18.

.3 Products and Completed Operations insurance shall be maintained for minimum one year after expiration of period for correction of work.

11.1.2.3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage: $1,000,000 Each Accident.

11.1.2.4 Umbrella or Excess Liability Coverage: $1,000,000

S. 11.1.3 Add the following new clause as follows:

"11.1.3.1 The Contractor shall furnish 3 copies of each Certificate of Insurance herein required which shall specifically set forth evidence of all coverage required. Use ACORD certificate 25-S.

T. 11.2 In line 1 change "Owner" to "Contractor" and insert the following:

"The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract. The term "Owner" shall be deemed to include the Owner's employees, the Architect, and the Architect's employees and consultants."

U. 11.3.1 In line 1 delete "Unless otherwise provided, the Owner", and insert "The Contractor". Add the following sentences:

"The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto."

AE. 12.2.2 Add the following subparagraph:

"12.2.2.1.1 Provide for and arrange a one year inspection of facilities before warranties expire by Contractor and Architect/Engineer and Owner."

END OF DOCUMENT

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY: Construction and completion of Yvonne Richardson Community Center Addition in Fayetteville, AR.

A. Rough site grading, building pad preparation, and final/ finish grading, & landscaping shall be done by contractor who is awarded the project. Building pad for structure addition shall be provided as well as related parking, sidewalks, and other site related construction Contractor is to verify soil compaction, of all building pads, prior to construction. Provide compaction tests and other special inspections as required by the City of Fayetteville

B. All building construction.

1. Building construction shall be carried out according to plans and specifications.

C. Installation of all sitework

1.2 OWNER FURNISHED, OWNER INSTALLED ITEMS (NIC):

A. The Owner will purchase, unload, uncrate, assemble and hook-up item. The Contractor shall provide rough-in as described below. Check with Owner for makes and models to be furnished and verify rough-in requirements.

1. Rough-In: Provide utilities as required, suitably capped and accessible for future hook-up by Owner. Check with Owner for requirements.

B. The following items are OFOI or NIC items:

1. Computer Equipment (computers, docking stations, printers, software)
2. Network Equipment (switch, network WAN, wireless access points, UPS system, cat6 jacks, patch cables)

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3. Security Cables, Security Cameras, & Monitoring Television
4. Office Task Chairs
5. Office File Cabinets (under-desk)
6. Waste Baskets
7. Bus Cart

1.3 OWNER FURNISHED, CONTRACTOR INSTALLED ITEMS:

A. Owner will furnish items at site. The Contractor shall unload, uncrate, assemble, and provide utilities and hook-up, as required for complete and operational installation.

B. The following items are OFCI:

1. Display Televisions

1.4 COORDINATION:

A. Provide administrative and supervisory requirements necessary for coordination of work, including meetings, administrative and supervisory personnel, survey, records, reports, limitations for use of site, installation provisions, cutting and patching, cleaning, protection, and conservation.

B. Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.

1. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain its best results.

2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

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C. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

D. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project close-out activities.

E. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials.

F. Coordinate construction activities with YRCC Staff to ensure safety of staff, students, and visitors.

1.5 WORKER IDENTIFICATION AND DRESS: Workers must wear conspicuously on their person an identification badge; refer to Section 01 50 00 for badge requirements. Workers shall dress in an appropriate manner that is conducive to a professional working environment.

1.6 CONTRACTOR USE OF PREMISES:

A. Confine operations at site to areas permitted under Contract. Portions of site beyond areas on which work is indicated are not to be disturbed.

1. Keep existing driveways and entrances serving adjacent premises clear and available to Owner and Owner's employees at all times. Do not use these areas for parking or storage of materials.

2. Do not unreasonably encumber site with materials or equipment. Confine stockpiling of materials and location of storage shed to areas indicated. If additional storage is necessary obtain and pay for storage off site.

3. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked

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and unattended, too prevent unauthorized use. Do not leave vehicles or equipment; unattended with; motor running or ignition key in place.

B. Smoking and other tobacco products will not be permitted within building enclosure.

C. Open fires will not be permitted on premises.

1.8 INDUSTRY STANDARDS:

A. Applicability of Standards: Except where more explicit or stringent requirements are written into the contract documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the contract documents. Such industry standards are made a part of the contract documents by reference. Individual specification sections indicate which codes and standards the Contractor must keep available at project site for reference.

B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

C. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the contract documents specifically indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's representative for a decision before proceeding.

D. Copies of Standards: The Contract Documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source.

E. Abbreviations And Names: Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are

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used in the specifications or other contract documents they are defined to mean the recognized name of the trade association, standards generating organization, governing authority, or other entity applicable to the context of the text provisions.

1.9 PROJECT MEETINGS:

A. Pre-Construction Meeting: Within 15 days after execution of agreement, the Architect will prepare an agenda and schedule a pre-construction meeting. Written notice of meeting date, time and place, and agenda items will be sent to the Owner, Contractor, and Separate Contractors. The Contractor shall be responsible for notifying major subcontractors of meeting.

B. Progress Meetings: The Contractor shall schedule and hold regular weekly progress meetings to coordinate, expedite and schedule work of all contracts. Hold additional meetings as progress of work dictates or when requested by the Architect. Send written notice of meeting date, time and place, and agenda of meeting to the Owner, Architect, Engineers, Separate Contractors, Subcontractors and others as pertinent to agenda. Record results of meetings and distribute copies to everyone in attendance and to others affected by the decisions or actions resulting from each meeting.

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PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY:

A. Administrative and procedural requirements governing allowances.

1. Certain items are specified in the contract documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types Of Allowances:

1. Quantity allowances.

1.2 SELECTION AND PURCHASE:

A. At the earliest practical date after award of contract, advise Architect of date when final selection and purchase of product or system described by an allowance must be completed to avoid delaying the work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the work.

C. Purchase products and systems selected by Architect from designated supplier.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for change orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of allowance.

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D. Coordinate and process submittals for allowance items in same manner as for other portions of the work.

1.4 COORDINATION: Coordinate allowance items with other portions of the work. Furnish templates as required to coordinate installation.

1.5 ALLOWANCES:

A. Allowance shall include cost to contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at project site, labor and installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the contract sum and not part of the allowance.

1.6 ADJUSTMENT OF ALLOWANCES:

A. To adjust allowance amounts, prepare a change order proposal based on difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable.

1. Include installation costs in purchase amount only where indicated as part of the allowance.

2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

3. Substantiation of a change in scope of work, if any, claimed in change orders related to unit cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of allowance described, whether for purchase order amount or Contractor's handling, labor, installation, overhead and profit.

PART 2 - PRODUCTS

Not Used.

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PART 3 - EXECUTION

3.1 EXAMINATION: Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION: Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance items is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES: In accordance with Article 3.8 of "General Conditions of the Contract for Construction", except as modified below, include the following allowances in the Contract Sum:

A. Allowance No. 1 Provide $15,000 allowance for Building Automation System at Addition

1. System shall be by Johnson Controls and must be compatible with other equipment as selected by Owner.

END OF SECTION

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SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 01 33 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be

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made. If requested, furnish survey data to substantiate quantities.

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

c. Include costs of labor and supervision directly attributable to the change.

d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

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7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

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PART 2 -PRODUCTS (Not Used)

PART 3 -EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1 Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.

2 Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

3 Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.

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b. Submittal schedule.

c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on schedule of values.

a. Project name and location.

b. Name of Architect.

c. Architect's project number.

d. Contractor's name and address.

e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.

b. Description of the Work.

c. Name of subcontractor.

d. Name of manufacturer or fabricator.

e. Name of supplier.

f. Change Orders (numbers) that affect value.

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g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. 1) Labor. 2) Materials. 3) Equipment.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

   a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

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1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.

2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

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3. Provide summary documentation for stored materials indicating the following:

   a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.

   b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.

   c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours.

   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

   2. After payment, submit receipted invoices from all subcontractor and material suppliers, certifying that payment made in full, less 5 percent.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

   1. List of subcontractors.

   2. Schedule of values.

   3. Contractor's construction schedule (preliminary if not final).

   4. Products list (preliminary if not final).

   5. Schedule of unit prices.

   6. Submittal schedule (preliminary if not final).

   7. List of Contractor's staff assignments.

   8. List of Contractor's principal consultants.

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9. Copies of building permits.

10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

11. Initial progress report.

12. Report of preconstruction conference.

13. Certificates of insurance and insurance policies.

14. Performance and payment bonds.

15. Data needed to acquire Owner's insurance.

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following.

1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3. Updated final statement, accounting for final changes to the Contract Sum.

4. Completed Release of Claims form.

5. Completed Consent of Surety form.

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6. **Evidence that claims have been settled.**

7. **Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.**

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PART 3 -EXECUTION (Not Used)

END OF SECTION

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SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.

2. Requests for Information (RFIs).

3. Project Web site.

4. Project meetings.

B. Related Requirements:

1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.

2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to

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furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

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1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.

2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.

5. Progress meetings.

6. Preinstallation conferences.

7. Project closeout activities.

8. Startup and adjustment of systems.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

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1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing

information or interpretation and the following:

1. **Project name.**

2. **Project number.**

3. **Date.**

4. **Name of Contractor.**

5. **Name of Architect.**

6. **RFI number, numbered sequentially.**

7. **RFI subject.**

8. **Specification Section number and title and related paragraphs, as appropriate.**

9. **Drawing number and detail references, as appropriate.**

10. **Field dimensions and conditions, as appropriate.**

11. **Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.**

12. **Contractor's signature.**

13. **Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.**

    a. **Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.**

C. RFI Forms: AIA Document G716.

1. **Attachments shall be electronic files in Adobe Acrobat PDF format.**

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

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1. The following Contractor-generated RFIs will be returned without action:

   a. Requests for approval of submittals.

   b. Requests for approval of substitutions.

   c. Requests for approval of Contractor's means and methods.

   d. Requests for coordination information already indicated in the Contract Documents.

   e. Requests for adjustments in the Contract Time or the Contract Sum.

   f. Requests for interpretation of Architect's actions on submittals.

   g. Incomplete RFIs or inaccurately prepared RFIs.

1. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.

2. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.

2. Name and address of Contractor.

3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.

5. RFI description.

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6. Date the RFI was submitted.

7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT WEB SITE

A. Use Owner's Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project Web site shall include the following functions:

1. Project directory.

2. Project correspondence.

3. Meeting minutes.

4. Contract modifications forms and logs.

5. RFI forms and logs.

6. Task and issue management.

7. Photo documentation.

8. Schedule and calendar management.

9. Submittals forms and logs.

10. Payment application forms.

11. Drawing and specification document hosting, viewing, and updating.

12. Online document collaboration.
13. Reminder and tracking functions.

14. Archiving functions.

B. Provide up to seven Project Web site user licenses for use of the Owner,

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Architect, and Architect's consultants. Provide eight hours of software training at Architect's office for Project Web site users.

C. On completion of Project, provide one complete archive copy(ies) of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.

D. Provide one of the following Project Web site software packages under their current published licensing agreements:

1. Submittal Exchange. See Section 013300 "Submittal Procedures" for more information.

E. Contractor, subcontractors, and other parties granted access by Contractor to Project Web site shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.

2. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

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3. **Agenda: Discuss items of significance that could affect progress, including the following:**

   a. **Tentative construction schedule.**

   b. **Critical work sequencing and long-lead items.**

   c. **Designation of key personnel and their duties.**

   d. **Lines of communications.**

   e. **Procedures for processing field decisions and Change Orders.**

   f. **Procedures for RFIs.**

   g. **Procedures for testing and inspecting.**

   h. **Procedures for processing Applications for Payment.**

   i. **Distribution of the Contract Documents.**

   j. **Submittal procedures.**

   k. **Preparation of record documents.**

   l. **Use of the premises.**

   m. **Work restrictions.**

   n. **Working hours.**

   o. **Owner's occupancy requirements.**

   p. **Responsibility for temporary facilities and controls.**

   q. **Procedures for moisture and mold control.**

   r. **Procedures for disruptions and shutdowns.**

   s. **Construction waste management and recycling.**

   t. **Parking availability.**

   u. **Office, work, and storage areas.**

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v. Equipment deliveries and priorities.

w. First aid.

x. Security.

y. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.

b. Options.

c. Related RFIs.

d. Related Change Orders.

e. Purchases.

f. Deliveries.

g. Submittals.

h. Review of mockups.

i. Possible conflicts.

j. Compatibility requirements.

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k. Time schedules.

l. Weather limitations.

m. Manufacturer's written instructions.

n. Warranty requirements.

o. Compatibility of materials.

p. Acceptability of substrates.

q. Temporary facilities and controls.

r. Space and access limitations.

s. Regulations of authorities having jurisdiction.

t. Testing and inspecting requirements.

u. Installation procedures.

v. Coordination with other work.

w. Required performance results.

x. Protection of adjacent work.

y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90days prior to the scheduled date of Substantial Completion.

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1. **Conduct the conference to review requirements and responsibilities related to Project closeout.**

3. **Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.**

4. **Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:**

   a. **Preparation of record documents.**

   b. **Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.**

   c. **Submittal of written warranties.**

   d. **Requirements for preparing operations and maintenance data.**

   e. **Requirements for delivery of material samples, attic stock, and spare parts.**

   f. **Requirements for demonstration and training.**

   g. **Preparation of Contractor's punch list.**

   h. **Procedures for processing Applications for Payment at Substantial Completion and for final payment.**

   i. **Submittal procedures.**

   j. **Coordination of separate contracts.**

   k. **Owner's partial occupancy requirements.**
   l. **Installation of Owner's furniture, fixtures, and equipment.**

   m. **Responsibility for removing temporary facilities and controls.**

4. **Minutes: Entity conducting meeting will record and distribute meeting minutes.**

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E. Progress Meetings: progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.

2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. 1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.

2) Sequence of operations.

3) Status of submittals.

4) Deliveries.

5) Off-site fabrication.

6) Access.
7) Site utilizeation.

8) Temporary facilities and controls.

9) Progress cleaning.

10) Quality and work standards.

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11) **Status of correction of deficient items.**

12) **Field observations.**

13) **Status of RFIs.**

14) **Status of proposal requests.**

15) **Pending changes.**

16) **Status of Change Orders.**

17) **Pending claims and disputes.**

18) **Documentation of information for payment requests.**

4. **Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.**

   a. **Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.**

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PART 2 -PRODUCTS (Not Used)

PART 3 -EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Construction schedule updating reports.
3. Daily construction reports.
4. Material location reports.
5. Site condition reports.
6. Special reports.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.

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3. Predecessor Activity: An activity that precedes another activity in the network.

4. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

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C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.

2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

3. Total Float Report: List of all activities sorted in ascending order of total float.

4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at monthly intervals.

G. Material Location Reports: Submit at monthly intervals.

H. Site Condition Reports: Submit at time of discovery of differing conditions.

I. Special Reports: Submit at time of unusual event.

J. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.

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2. Verify availability of qualified personnel needed to develop and update schedule.

3. Discuss constraints, including work stages and interim milestones.

4. Review delivery dates for Owner-furnished products.

5. Review schedule for work of Owner's separate contracts.

6. Review submittal requirements and procedures.

7. Review time required for review of submittals and resubmittals.

8. Review requirements for tests and inspections by independent testing and inspecting agencies.

9. Review time required for Project closeout and Owner startup procedures.

10. Review and finalize list of construction activities to be included in schedule.

11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

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PART 2 – PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an earlycompletion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.

4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.

2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

3. Work Restrictions: Show the effect of the following items on the schedule:

a. Uninterruptible services.

b. Use of premises restrictions.

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c. Seasonal variations.

d. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.

b. Submittals.

c. Purchases.

d. Mockups.

e. Fabrication.

f. Sample testing.

g. Deliveries.

h. Installation.

i. Tests and inspections.

j. Adjusting.

k. Curing.

l. Startup and placement into final use and operation.

5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Structural completion.

b. Temporary enclosure and space conditioning.

c. Permanent space enclosure.
d. Completion of mechanical installation.

e. Completion of electrical installation.

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f. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.

2. Unanswered Requests for Information.

3. Rejected or unreturned submittals.

4. Notations on returned submittals.

5. Pending modifications affecting the Work and Contract Time.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use Microsoft Project, for current Windows operating system.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

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B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.

a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.

3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

a. Preparation and processing of submittals.

b. Mobilization and demobilization.

c. Purchase of materials.

d. Delivery.

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e. Fabrication.

f. Utility interruptions.

g. Installation.

h. Testing.

i. Punch list and final completion.

j. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

   a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.

   a. Each activity cost shall reflect an appropriate value subject to approval by Architect.

   b. Total cost assigned to activities shall equal the total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

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F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.

2. Description of activity.

3. Main events of activity.

4. Immediate preceding and succeeding activities.

5. Early and late start dates.

6. Early and late finish dates.

7. Activity duration in workdays.

8. Total float or slack time.

9. Average size of workforce.

10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.

2. Changes in early and late start dates.

3. Changes in early and late finish dates.

4. Changes in activity durations in workdays.

5. Changes in the critical path.

6. Changes in total float or slack time.

7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.

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2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.

3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.

4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

   a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.

   b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.

2. List of separate contractors at Project site.

3. Approximate count of personnel at Project site.

4. Equipment at Project site.

5. Material deliveries.

6. High and low temperatures and general weather conditions, including presence of rain or snow.

7. Accidents.

8. Meetings and significant decisions.

9. Unusual events (see special reports).

10. Stoppages, delays, shortages, and losses.

11. Meter readings and similar recordings.

12. Emergency procedures.

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13. Orders and requests of authorities having jurisdiction.

14. Change Orders received and implemented.

15. Construction Change Directives received and implemented.

16. Services connected and disconnected.

17. Equipment or system tests and startups.

18. Partial completions and occupancies.

19. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.

2. Material stored prior to previous report and since removed from storage and installed.

3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

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2.4 SPECIAL REPORTS

A. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 – EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

4. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

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SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY:

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

4. Specific test and inspection requirements are not specified in this Section.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with

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requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special

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requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS:

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS:

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.

1. Indicate manufacturer and model number of individual components.

2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS:

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data : For Contractor's quality-control personnel.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.

2. Entity responsible for performing tests and inspections.

3. Description of test and inspection.

4. Identification of applicable standards.

5. Identification of test and inspection methods.

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6. Number of tests and inspections required.

7. Time schedule or time span for tests and inspections.

8. Requirements for obtaining samples.

9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN:

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.

2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has

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indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. **Date of issue.**
2. **Project title and number.**
3. **Name, address, and telephone number of testing agency.**
4. **Dates and locations of samples and tests or inspections.**
5. **Names of individuals making tests and inspections.**
6. **Description of the Work and test and inspection method.**
7. **Identification of product and Specification Section.**
8. **Complete test or inspection data.**
9. **Test and inspection results and an interpretation of test results.**
10. **Record of temperature and weather conditions at time of sample taking and testing and inspecting.**
11. **Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.**
12. **Name and signature of laboratory inspector.**
13. **Recommendations on retesting and reinspecting.**

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. **Name, address, and telephone number of technical representative making report.**
2. **Statement on condition of substrates and their acceptability for installation of product.**
3. **Statement that products at Project site comply with requirements.**

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4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, products, and installation will affect warranty.

7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.

2. Statement that equipment complies with requirements.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

4. Statement whether conditions, products, and installation will affect warranty.

5. Other required items indicated in individual Specification Secti

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE:

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

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C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

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c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections

and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.

2. Notify Architect days in advance of dates and times when mockups will be constructed.

3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.

4. Demonstrate the proposed range of aesthetic effects and workmanship.

5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

7. Demolish and remove mockups when directed unless otherwise indicated.

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K. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings and as indicated on Drawings. Coordinate installation of exterior envelope materials and products for

which mockups are required in individual Specification Sections, along with supporting materials.

1. Construct one corner of mockup using "step-back construction" to expose a portion of all materials included in the exterior wall.

2. Full-size Building Envelope mock-up:

a. Face brick and accessories. (face brick on wall, up to parapet cap flashing)

b. Pre-cast concrete units.

c. Wall sheathing.

d. Cold-formed metal framing.

e. Liquid Applied/Vapor Barrier

f. Metal Wall Panel (with all trim and flashing

g. Exterior joint sealants.

h. Glazed aluminum curtain walls and accessories. (with head, jamb, and sill receptors)

j. Insulated glazing and accessories.

k. TPO roofing (with turn-up, termination bar, liner panel, etc.)

m. Rigid Insulation

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1.10 QUALITY CONTROL:

A. Contractor Responsibilities: Contractor will engage a qualified testing agency to perform these services. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Engage a qualified testing agency to perform these quality-control services.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality- control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

4. Facilities for storage and field curing of test samples.

5. Delivery of samples to testing agencies.

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6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

7. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Contractor will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Contractor and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.

2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

6. Retesting and reinspecting corrected work.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.

2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.

5. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

2. Protect construction exposed by or for quality-control service activities.

3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

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END OF SECTION

SECTION 01 45 29

TESTING AND INSPECTION SERVICES

PART 1 - GENERAL

1.1 SUMMARY: Administrative and procedural requirements for testing and inspection services.

1.2 CODES AND STANDARDS:

A. IBC 2012; Chapter 17; Structural Tests And Special Inspections.

1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Testing requirements; as indicated.

B. Electrical inspector requirements and approved inspectors: Section 26 00 00.

1.3 PAYMENT AND SELECTION OF TESTING AND INSPECTION FIRM:

A. Contractor shall engage a testing and inspection service, acceptable to Owner and Architect, to perform testing and inspection services including special inspections, in compliance with code requirements and specified standards for concrete, masonry, steel, and other work specified or indicated.

1.4 TESTING AND INSPECTIONS FIRM RESPONSIBILITIES: Services shall include inspections, sampling, tests and related actions, including reports, of work performed by testing agency.

A. Submit reports to Contractor within 3 calendar days of time services were performed.

1.5 CONTRACTOR RESPONSIBILITIES:

A. Pay for specified testing and inspection.

B. Pay for retesting of work if initial testing fails.

C. Pay for additional samples, tests, and inspection for Contractor's convenience.

D. Submit testing and inspection reports to Owner, Architect immediately after receipt of report from testing and inspection firm and at least 10 days before material is required for use.

E. Cooperation:

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1. **Cooperate with testing and inspection firm's personnel; provide access to work, furnish tools, samples of materials, design mix, equipment, storage and other assistance as requested.**

2. **Schedule sampling, testing, and inspection of work; submit copy of schedule to testing and inspection firm and Architect.**

   a. **Notify and confirm with testing and inspection firm a minimum of 24 hours prior to expected time for each operation requiring testing and inspection.**

3. **Notify Architect of scheduled testing and inspection times.**

F. **Repair And Protections: Repair and protect work.**

1. **Protect work exposed by or for testing and inspection activities.**

2. **Upon completion of inspection, testing, sample-taking, and similar services, restore constructed areas to conform to contract documents.**

END OF SECTION

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SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY: Temporary utilities and miscellaneous facilities required during construction, complete, including maintenance and removal.

PART 2 - PRODUCTS

2.1 UTILITIES:

A. Temporary Utilities: Provide and pay for costs for gas, water, and electricity required for performance of this work. Make necessary arrangements with utility companies for temporary service.

1. Gas and Water: Provide necessary temporary piping and fittings.

2. Electricity: Provide necessary temporary electric wiring. Provide area distribution boxes so located that individual trades may use their own construction type extension cords to obtain adequate power and lighting for construction operations.

B. Telephone/Facsimile: Provide telephone (mobile or hardwired) and computer/printer in the field office. Pay costs for temporary service.

2.2 TEMPORARY SANITARY FACILITIES: Provide on-site temporary toilet facilities for use of construction personnel; maintain in a sanitary condition. Comply with applicable codes and regulations of authorities having jurisdiction.

2.3 FIELD OFFICE AND SHEDS: Provide field office and storage facilities adequate in size and accommodation for Contractor's offices, superintendent's office, and supply and tool's rooms. Make the field office available to Architect and Owner throughout entire construction period.

2.4 PROJECT IDENTIFICATION:

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A. Provide project sign, to be located as directed by Architect. Exact text lettering, and paint color selection will be provided by Architect at a later date.

B. Sign to be not less than 32 sq. ft., with painted graphic content to include title of project, name of Owner, name and title of authorities, Architect and Engineers, prime contractor, and major subcontractors.

C. Sign Materials: New or used wood or metal structure and framing and exterior grade softwood plywood with medium density overlay for sign surface. Use standard large sizes to minimize joints.

D. Paint exposed surfaces of supports, framing, and surface material with coat of primer and one coat of exterior paint as specified in Section 09900. **E.** Remove sign, framing, and supports at completion of project.

2.5 ACCESS ROAD: As indicated, or if not indicated, as directed by Architect.

2.6 PARKING AND STAGING: Available on site as indicated, or if not indicated, as directed by Architect. Do not use other areas unless approved by Architect.

2.7 CONSTRUCTION AIDS: Provide and maintain for the duration of construction temporary equipment and apparatus including scaffolds, elevators and hoists, canopies, tarpaulins, barricades, warning signs, steps, ladders, platforms, ramps, chutes, and other temporary construction aids and miscellaneous facilities as necessary for proper completion of the work; comply with pertinent safety regulations.

2.8 RUBBISH CONTAINERS: Provide suitable containers with covers for refuse from meals eaten on job site. Remove refuse from containers at least once in every 72 hour period. Place one container beside each drinking water facility to receive discarded paper cups. Pick up and place bottles, cans, paper and garbage of every description in covered rubbish containers continuously during day.

2.9 TEMPORARY HEAT: Provide temporary heat where indicated and where needed for the proper performance of work, for curing or drying of work recently installed, and protection of work in place from, adverse effects of low temperatures.

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2.10 DEWATERING AND SNOW AND ICE REMOVAL: Maintain site, excavations, and construction free of water, snow and ice, as necessary for protection and execution of the work.

2.11 TEMPORARY FENCING: Provide and maintain a temporary fence around the entire construction area, with truck and pedestrian gates, as required by project conditions.

2.12 TEMPORARY PARTITIONS: Erect and maintain dust-proof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

A. Construct temporary partitions of 2x4 wood studs and plywood sheathing (specified in Section 06 10 00) with nailed joints on occupied side.

2.13 PROTECTION OF EXISTING TREES AND VEGETATION:

A. Provide temporary fencing, barricades or guards to protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line (outer perimeter of branches), excess foot or vehicular traffic, or parking of vehicles within drip line.

B. Provide protection for roots over 1-1/2" diameter cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

2.13 TEMPORARY FIRE PROTECTION: During construction period and until fire protection needs are fulfilled by permanent facilities, provide and maintain types and forms of temporary fire protection needed to protect facilities against fire losses. Store combustible materials in recognized fire-safe locations and containers.

2.14 SECURITY: Provide sufficient control to prevent illegal entry or damage during nights, holidays, or other periods when work is not being executed, and such other controls as required during working hours.

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PART 3 - EXECUTION

3.1 REMOVAL: Maintain construction facilities and temporary controls as long as needed for safe and proper completion of work. Remove temporary facilities and controls as rapidly as progress of work will permit or as directed by Architect.

END OF SECTION

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SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1 Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.

2 New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

3 Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and

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other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Section 013300 "Submittal Procedures."

b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

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2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.

2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.

7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual

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manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 -PRODUCTS

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply

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with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

3. Products:

a. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements

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and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. **If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.**

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. **Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.**

2. **Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.**

3. **Evidence that proposed product provides specified warranty.**

4. **List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.**

5. **Samples, if requested.**

B. Comply with requirements of Section 01 33 00 "Substitution Procedures."

PART 3 -EXECUTION (Not Used)

END OF SECTION

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SECTION 01 73 00

EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.

2. Field engineering and surveying.

3. Installation of the Work.

4. Cutting and patching.

5. Progress cleaning.

6. Starting and adjusting.

7. Protection of installed construction.

8. Trenching

B. Related Requirements:

1. Section 01 10 00 "Summary" for limits on use of Project site.

2. Section 01 33 00 "Submittal Procedures" for submitting surveys.

3. Section 07 84 00 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

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A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

D. Certified Surveys: Submit two copies signed by land surveyor.

E. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

a. Primary operational systems and equipment.

b. Fire separation assemblies.

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c. Air or smoke barriers.

d. Fire-suppression systems.

e. Mechanical systems piping and ducts.

f. Control systems.

g. Communication systems.

h. Fire-detection and -alarm systems.

i. Conveying systems.

j. Electrical wiring systems.

k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

a. Water, moisture, or vapor barriers.

b. Membranes and flashings.

c. Exterior curtain-wall construction.

d. Sprayed fire-resistive material.

e. Equipment supports.

f. Piping, ductwork, vessels, and equipment.

g. Noise-and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

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C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 -PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

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PART 3 -EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture

installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.

2. List of detrimental conditions, including substrates.

3. List of unacceptable installation tolerances.

4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section

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013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish limits on use of Project site.

3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

4. Inform installers of lines and levels to which they must comply.

5. Check the location, level and plumb, of every major element as the Work progresses.

6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for

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reference by Architect.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining

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properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in

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place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. **Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.**
2. **Allow for building movement, including thermal expansion and contraction.**

3. **Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.**

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. **Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.**

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. **In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent**

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surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

5. Proceed with patching after construction operations requiring cutting are complete.

E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

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1. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

2. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than 72 hours27 deg C.

a. Place one rubbish container beside each drinking water station to receive discarded cups.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris. Keep all campus streets, adjacent to the project, free of dirt, gravel, concrete, and other materials transported to and from the project.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces

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according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

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3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 TRENCHING

A. For any/ all areas requiring Trenching and/or Excavations, refer to OSHA Standards in Division 01 73 00.01

END OF SECTION

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DOCUMENT 01 73 00.01

OSHA TRENCHING & EXCAVATION SAFETY

(COVERSHEET)

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Subpart P—Excavations

AUTHORITY: Sec. 107, Contract Worker Hours and Safety Standards Act (Construction Safety Act) (40 U.S.C. 333); Secs. 4, 6, 8, Occupational Safety and Health Act of 1970 (29 U.S.C. 653, 655, 657); Secretary of Labor's Order No. 12–71 (36 FR 8754), 8–76 (41 FR 25059), or 9–83 (48 FR 35736), as applicable, and 29 CFR part 1911.

SOURCE: 54 FR 45959, Oct. 31, 1989, unless otherwise noted.

§ 1926.650 Scope, application, and definitions applicable to this subpart.

(a) *Scope and application.* This subpart applies to all open excavations made in the earth's surface. Excavations are defined to include trenches.

(b) *Definitions applicable to this subpart.*

Accepted engineering practices means those requirements which are compatible with standards of practice required by a registered professional engineer.

Aluminum Hydraulic Shoring means a pre-engineered shoring system comprised of aluminum hydraulic cylinders (crossbraces) used in conjunction with vertical rails (uprights) or horizontal rails (walers). Such system is designed, specifically to support the sidewalls of an excavation and prevent cave-ins.

Bell-bottom pier hole means a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

Benching (Benching system) means a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

Cave-in means the separation of a mass of soil or rock material from the side of an excavation, or the loss of soil from under a trench shield or support system, and its sudden movement into the excavation, either by falling or sliding, in sufficient quantity so that it could entrap, bury, or otherwise injure and immobilize a person.

Competent person means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Cross braces mean the horizontal members of a shoring system installed perpendicular to the sides of the excavation, the ends of which bear against either uprights or wales.

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Excavation means any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

Faces or *sides* means the vertical or inclined earth surfaces formed as a result of excavation work.

Failure means the breakage, displacement, or permanent deformation of a structural member or connection so as to reduce its structural integrity and its supportive capabilities.

Hazardous atmosphere means an atmosphere which by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, may cause death, illness, or injury.

Kickout means the accidental release or failure of a cross brace.

Protective system means a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

Ramp means an inclined walking or working surface that is used to gain access to one point from another, and is constructed from earth or from structural materials such as steel or wood.

Registered Professional Engineer means a person who is registered as a professional engineer in the state where the work is to be performed. However, a professional engineer, registered in any state is deemed to be a "registered professional engineer" within the meaning of this standard when approving designs for "manufactured protective systems" or "tabulated data" to be used in interstate commerce.

Sheeting means the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

Shield (Shield system) means a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Additionally, shields can be either premanufactured or job-built in accordance with §1926.652 (c)(3) or (c)(4). Shields used in trenches are usually referred to as "trench boxes" or "trench shields."

Shoring (Shoring system) means a structure such as a metal hydraulic, mechanical or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

Sides. See "Faces."

Sloping (Sloping system) means a method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline required to prevent a cave-in varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.

Stable rock means natural solid mineral material that can be excavated with vertical sides and will remain intact while exposed. Unstable rock is considered to be stable when the rock material on the side or sides of the excavation is secured against caving-in or movement by rock bolts or by another protective system that has been designed by a registered professional engineer.

Structural ramp means a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural ramps.

Support system means a structure such as underpinning, bracing, or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

Tabulated data means tables and charts approved by a registered professional engineer and used to design and construct a protective system.

Trench (Trench excavation) means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less

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(measured at the bottom of the excavation), the excavation is also considered to be a trench.

Trench box. See "Shield."

Trench shield. See "Shield."

Uprights means the vertical members of a trench shoring system placed in contact with the earth and usually positioned so that individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called "sheeting."

Wales means horizontal members of a shoring system placed parallel to the excavation face whose sides bear against the vertical members of the shoring system or earth.

§ 1926.651 Specific excavation requirements.

(a) *Surface encumbrances.* All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.

(b) *Underground installations.* (1) The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

(2) Utility companies or owners shall be contacted within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation. When utility companies or owners cannot respond to a request to locate underground utility installations within 24 hours (unless a longer period is required by state or local law), or cannot establish the exact location of these installations, the employer may proceed, provided the employer does so with caution, and provided detection equipment or other acceptable means to locate utility installations are used.

(3) When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.

(4) While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

(c) *Access and egress*—(1) *Structural ramps.* (i) Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.

(ii) Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.

(iii) Structural members used for ramps and runways shall be of uniform thickness.

(iv) Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

(v) Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

(2) *Means of egress from trench excavations.* A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet (1.22 m) or more in depth so as to require no more than 25 feet (7.62 m) of lateral travel for employees.

(d) *Exposure to vehicular traffic.* Employees exposed to public vehicular traffic shall be provided with, and shall wear, warning vests or other suitable garments marked with or made of reflectorized or high-visibility material.

(e) *Exposure to falling loads.* No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with § 1926.601(b)(6), to provide adequate protection for the operator during loading and unloading operations.

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(f) *Warning system for mobile equipment.* When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

(g) *Hazardous atmospheres*—(1) *Testing and controls.* In addition to the requirements set forth in subparts D and E of this part (29 CFR 1926.50–1926.107) to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

(i) Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet (1.22 m) in depth.

(ii) Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation in accordance with subparts D and E of this part respectively.

(iii) Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.

(iv) When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

(2) *Emergency rescue equipment.* (i) Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

(ii) Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a life-line securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

(h) *Protection from hazards associated with water accumulation.* (1) Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

(2) If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation.

(3) If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person and compliance with paragraphs (h)(1) and (h)(2) of this section.

(i) *Stability of adjacent structures.* (1) Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

(2) Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably

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expected to pose a hazard to employees shall not be permitted except when:

(i) A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or

(ii) The excavation is in stable rock; or

(iii) A registered professional engineer has approved the determination that the structure is sufficently removed from the excavation so as to be unaffected by the excavation activity; or

(iv) A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

(3) Sidewalks, pavements, and appurtenant structure shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

(j) *Protection of employees from loose rock or soil.* (1) Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

(2) Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet (.61 m) from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

(k) *Inspections.* (1) Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

(2) Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

(l) Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails which comply with § 1926.502(b) shall be provided where walkways are 6 feet (1.8 m) or more above lower levels.

[54 FR 45959, Oct. 31, 1989, as amended by 59 FR 40730, Aug. 9, 1994].

§ 1926.652 Requirements for protective systems.

(a) *Protection of employees in excavations.* (1) Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this section except when:

(i) Excavations are made entirely in stable rock; or

(ii) Excavations are less than 5 feet (1.52m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.

(2) Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

(b) *Design of sloping and benching systems.* The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (b)(1); or, in the alternative, paragraph (b)(2); or, in the alternative, paragraph (b)(3), or, in the alternative, paragraph (b)(4), as follows:

(1) *Option (1)—Allowable configurations and slopes.* (i) Excavations shall be sloped at an angle not steeper than one and one-half horizontal to one vertical

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(34 degrees measured from the horizontal), unless the employer uses one of the other options listed below.

(ii) Slopes specified in paragraph (b)(1)(i) of this section, shall be excavated to form configurations that are in accordance with the slopes shown for Type C soil in Appendix B to this subpart.

(2) *Option (2)—Determination of slopes and configurations using Appendices A and B.* Maximum allowable slopes, and allowable configurations for sloping and benching systems, shall be determined in accordance with the conditions and requirements set forth in appendices A and B to this subpart.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of sloping or benching systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and shall include all of the following:

(A) Identification of the parameters that affect the selection of a sloping or benching system drawn from such data;

(B) Identification of the limits of use of the data, to include the magnitude and configuration of slopes determined to be safe;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Sloping and benching systems not utilizing Option (1) or Option (2) or Option (3) under paragraph (b) of this section shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include at least the following:

(A) The magnitude of the slopes that were determined to be safe for the particular project;

(B) The configurations that were determined to be safe for the particular project; and

(C) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time the design need not be at the jobsite, but a copy shall be made available to the Secretary upon request.

(c) *Design of support systems, shield systems, and other protective systems.* Designs of support systems shield systems, and other protective systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (c)(1); or, in the alternative, paragraph (c)(2); or, in the alternative, paragraph (c)(3); or, in the alternative, paragraph (c)(4) as follows:

(1) *Option (1)—Designs using appendices A, C and D.* Designs for timber shoring in trenches shall be determined in accordance with the conditions and requirements set forth in appendices A and C to this subpart. Designs for aluminum hydraulic shoring shall be in accordance with paragraph (c)(2) of this section, but if manufacturer's tabulated data cannot be utilized, designs shall be in accordance with appendix D.

(2) *Option (2)—Designs Using Manufacturer's Tabulated Data.* (i) Design of support systems, shield systems, or other protective systems that are drawn from manufacturer's tabulated data shall be in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.

(ii) Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall only be allowed after the manufacturer issues specific written approval.

(iii) Manufacturer's specifications, recommendations, and limitations, and manufacturer's approval to deviate from the specifications, recommendations, and limitations shall be in written form at the jobsite during construction of the protective system. After that time this data may be stored off the jobsite, but a copy shall

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be made available to the Secretary upon request.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of support systems, shield systems, or other protective systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and include all of the following:

(A) Identification of the parameters that affect the selection of a protective system drawn from such data;

(B) Identification of the limits of use of the data;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Support systems, shield systems, and other protective systems not utilizing Option 1, Option 2 or Option 3, above, shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include the following:

(A) A plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and

(B) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, but a copy of the design shall be made available to the Secretary upon request.

(d) *Materials and equipment.* (1) Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.

(2) Manufactured materials and equipment used for protective systems shall be used and maintained in a manner that is consistent with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.

(3) When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use. If the competent person cannot assure the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service, and shall be evaluated and approved by a registered professional engineer before being returned to service.

(e) *Installation and removal of support.* (1) *General.* (i) Members of support systems shall be securely connected together to prevent sliding, falling, kickouts, or other predictable failure.

(ii) Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.

(iii) Individual members of support systems shall not be subjected to loads exceeding those which those members were designed to withstand.

(iv) Before temporary removal of individual members begins, additional precautions shall be taken to ensure the safety of employees, such as installing other structural members to carry the loads imposed on the support system.

(v) Removal shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.

(vi) Backfilling shall progress together with the removal of support systems from excavations.

(2) *Additional requirements for support systems for trench excavations.* (i) Excavation of material to a level no greater than 2 feet (.61 m) below the bottom of the members of a support system shall be permitted, but only if the system is designed to resist the forces calculated for the full depth of the trench, and

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there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the support system.

(ii) Installation of a support system shall be closely coordinated with the excavation of trenches.

(f) *Sloping and benching systems.* Employees shall not be permitted to work on the faces of sloped or benched excavations at levels above other employees except when employees at the lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.

(g) *Shield systems*—(1) *General.* (i) Shield systems shall not be subjected to loads exceeding those which the system was designed to withstand.

(ii) Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.

(iii) Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.

(iv) Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.

(2) *Additional requirement for shield systems used in trench excavations.* Excavations of earth material to a level not greater than 2 feet (.61 m) below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

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APPENDIX A TO SUBPART P OF PART 1926—SOIL CLASSIFICATION

(a) *Scope and application*—(1) *Scope.* This appendix describes a method of classifying soil and rock deposits based on site and environmental conditions, and on the structure and composition of the earth deposits. The appendix contains definitions, sets forth requirements, and describes acceptable visual and manual tests for use in classifying soils.

(2) *Application.* This appendix applies when a sloping or benching system is designed in accordance with the requirements set forth in §1926.652(b)(2) as a method of protection for employees from cave-ins. This appendix also applies when timber shoring for excavations is designed as a method of protection from cave-ins in accordance with appendix C to subpart P of part 1926, and when aluminum hydraulic shoring is designed in accordance with appendix D. This Appendix also applies if other protective systems are designed and selected for use from data prepared in accordance with the requirements set forth in §1926.652(c), and the use of the data is predicated on the use of the soil classification system set forth in this appendix.

(b) *Definitions.* The definitions and examples given below are based on, in whole or in part, the following: American Society for Testing Materials (ASTM) Standards D653–85 and D2488; The Unified Soils Classification System, The U.S. Department of Agriculture (USDA) Textural Classification Scheme; and The National Bureau of Standards Report BSS–121.

Cemented soil means a soil in which the particles are held together by a chemical agent, such as calcium carbonate, such that a hand-size sample cannot be crushed into powder or individual soil particles by finger pressure.

Cohesive soil means clay (fine grained soil), or soil with a high clay content, which has cohesive strength. Cohesive soil does not crumble, can be excavated with vertical sideslopes, and is plastic when moist. Cohesive soil is hard to break up when dry, and exhibits significant cohesion when submerged. Cohesive soils include clayey silt, sandy clay, silty clay, clay and organic clay.

Dry soil means soil that does not exhibit visible signs of moisture content.

Fissured means a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks, such as tension cracks, in an exposed surface.

Granular soil means gravel, sand, or silt, (coarse grained soil) with little or no clay content. Granular soil has no cohesive strength. Some moist granular soils exhibit apparent cohesion. Granular soil cannot be molded when moist and crumbles easily when dry.

Layered system means two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

Moist soil means a condition in which a soil looks and feels damp. Moist cohesive soil can easily be shaped into a ball and rolled into small diameter threads before crumbling. Moist granular soil that contains some cohesive material will exhibit signs of cohesion between particles.

Plastic means a property of a soil which allows the soil to be deformed or molded without cracking, or appreciable volume change.

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. Saturation, or near saturation, is necessary for the proper use of instruments such as a pocket penetrometer or sheer vane.

Soil classification system means, for the purpose of this subpart, a method of categorizing soil and rock deposits in a hierarchy of Stable Rock, Type A, Type B, and Type C, in decreasing order of stability. The categories are determined based on an analysis of the properties and performance characteristics of the deposits and the environmental conditions of exposure.

Stable rock means natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

Submerged soil means soil which is underwater or is free seeping.

Type A means cohesive soils with an unconfined compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

(i) The soil is fissured; or

(ii) The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or

(iii) The soil has been previously disturbed; or

(iv) The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or

(v) The material is subject to other factors that would require it to be classified as a less stable material.

Type B means:

(i) Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or

(ii) Granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.

(iii) Previously disturbed soils except those which would otherwise be classed as Type C soil.

(iv) Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or

(v) Dry rock that is not stable; or

(vi) Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.

Type C means:

(i) Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or

(ii) Granular soils including gravel, sand, and loamy sand; or

(iii) Submerged soil or soil from which water is freely seeping; or

(iv) Submerged rock that is not stable, or

(v) Material in a sloped, layered system where the layers dip into the excavation or a slope of four horizontal to one vertical (4H:1V) or steeper.

Unconfined compressive strength means the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

Wet soil means soil that contains significantly more moisture than moist soil, but in such a range of values that cohesive material will slump or begin to flow when vibrated. Granular material that would exhibit cohesive properties when moist will lose those cohesive properties when wet.

(c) *Requirements*—(1) *Classification of soil and rock deposits.* Each soil and rock deposit shall be classified by a competent person as Stable Rock, Type A, Type B, or Type C in accordance with the definitions set forth in paragraph (b) of this appendix.

(2) *Basis of classification.* The classification of the deposits shall be made based on the results of at least one visual and at least one manual analysis. Such analyses shall be conducted by a competent person using tests described in paragraph (d) below, or in other recognized methods of soil classification and testing such as those adopted by the America Society for Testing Materials, or the U.S. Department of Agriculture textural classification system.

(3) *Visual and manual analyses.* The visual and manual analyses, such as those noted as being acceptable in paragraph (d) of this appendix, shall be designed and conducted to provide sufficient quantitative and qualitative information as may be necessary to identify properly the properties, factors, and conditions affecting the classification of the deposits.

(4) *Layered systems.* In a layered system, the system shall be classified in accordance with its weakest layer. However, each layer may be classified individually where a more stable layer lies under a less stable layer.

(5) *Reclassification.* If, after classifying a deposit, the properties, factors, or conditions affecting its classification change in any way, the changes shall be evaluated by a competent person. The deposit shall be reclassified as necessary to reflect the changed circumstances.

(d) *Acceptable visual and manual tests.*—(1) *Visual tests.* Visual analysis is conducted to determine qualitative information regarding the excavation site in general, the soil adjacent to the excavation, the soil forming the sides of the open excavation, and the soil taken as samples from excavated material.

(i) Observe samples of soil that are excavated and soil in the sides of the excavation. Estimate the range of particle sizes and the relative amounts of the particle sizes. Soil that is primarily composed of fine-grained

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material is cohesive material. Soil composed primarily of coarse-grained sand or gravel is granular material.

(ii) Observe soil as it is excavated. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.

(iii) Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate fissured material. If chunks of soil spall off a vertical side, the soil could be fissured. Small spalls are evidence of moving ground and are indications of potentially hazardous situations.

(iv) Observe the area adjacent to the excavation and the excavation itself for evidence of existing utility and other underground structures, and to identify previously disturbed soil.

(v) Observe the opened side of the excavation to identify layered systems. Examine layered systems to identify if the layers slope toward the excavation. Estimate the degree of slope of the layers.

(vi) Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table.

(vii) Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face.

(2) *Manual tests.* Manual analysis of soil samples is conducted to determine quantitative as well as qualitative properties of soil and to provide more information in order to classify soil properly.

(i) *Plasticity.* Mold a moist or wet sample of soil into a ball and attempt to roll it into threads as thin as ⅛-inch in diameter. Cohesive material can be successfully rolled into threads without crumbling. For example, if at least a two inch (50 mm) length of ⅛-inch thread can be held on one end without tearing, the soil is cohesive.

(ii) *Dry strength.* If the soil is dry and crumbles on its own or with moderate pressure into individual grains or fine powder, it is granular (any combination of gravel, sand, or silt). If the soil is dry and falls into clumps which break up into smaller clumps, but the smaller clumps can only be broken up with difficulty, it may be clay in any combination with gravel, sand or silt. If the dry soil breaks into clumps which do not break up into small clumps and which can only be broken with difficulty, and there is no visual indication the soil is fissured, the soil may be considered unfissured.

(iii) *Thumb penetration.* The thumb penetration test can be used to estimate the unconfined compressive strength of cohesive soils. (This test is based on the thumb penetration test described in American Society for Testing and Materials (ASTM) Standard designation D2488—"Standard Recommended Practice for Description of Soils (Visual—Manual Procedure).") Type A soils with an unconfined compressive strength of 1.5 tsf can be readily indented by the thumb; however, they can be penetrated by the thumb only with very great effort. Type C soils with an unconfined compressive strength of 0.5 tsf can be easily penetrated several inches by the thumb, and can be molded by light finger pressure. This test should be conducted on an undisturbed soil sample, such as a large clump of spoil, as soon as practicable after excavation to keep to a miminum the effects of exposure to drying influences. If the excavation is later exposed to wetting influences (rain, flooding), the classification of the soil must be changed accordingly.

(iv) *Other strength tests.* Estimates of unconfined compressive strength of soils can also be obtained by use of a pocket penetrometer or by using a hand-operated shearvane.

(v) *Drying test.* The basic purpose of the drying test is to differentiate between cohesive material with fissures, unfissured cohesive material, and granular material. The procedure for the drying test involves drying a sample of soil that is approximately one inch thick (2.54 cm) and six inches (15.24 cm) in diameter until it is thoroughly dry:

(A) If the sample develops cracks as it dries, significant fissures are indicated.

(B) Samples that dry without cracking are to be broken by hand. If considerable force is necessary to break a sample, the soil has significant cohesive material content. The soil can be classified as a unfissured cohesive material and the unconfined compressive strength should be determined.

(C) If a sample breaks easily by hand, it is either a fissured cohesive material or a granular material. To distinguish between the two, pulverize the dried clumps of the sample by hand or by stepping on them. If the clumps do not pulverize easily, the material is cohesive with fissures. If they pulverize easily into very small fragments, the material is granular.

APPENDIX B TO SUBPART P OF PART 1926—SLOPING AND BENCHING

(a) *Scope and application.* This appendix contains specifications for sloping and benching when used as methods of protecting employees working in excavations from cave-ins. The requirements of this appendix apply when the design of sloping and benching protective systems is to be performed in accordance with the requirements set forth in §1926.652(b)(2).

(b) *Definitions.*

Actual slope means the slope to which an excavation face is excavated.

Distress means that the soil is in a condition where a cave-in is imminent or is likely

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to occur. Distress is evidenced by such phenomena as the development of fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and ravelling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

Maximum allowable slope means the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

Short term exposure means a period of time less than or equal to 24 hours that an excavation is open.

(c) *Requirements*—(1) *Soil classification.* Soil and rock deposits shall be classified in accordance with appendix A to subpart P of part 1926.

(2) *Maximum allowable slope.* The maximum allowable slope for a soil or rock deposit shall be determined from Table B–1 of this appendix.

(3) *Actual slope.* (i) The actual slope shall not be steeper than the maximum allowable slope.

(ii) The actual slope shall be less steep than the maximum allowable slope, when there are signs of distress. If that situation occurs, the slope shall be cut back to an actual slope which is at least ½ horizontal to one vertical (½H:1V) less steep than the maximum allowable slope.

(iii) When surcharge loads from stored material or equipment, operating equipment, or traffic are present, a competent person shall determine the degree to which the actual slope must be reduced below the maximum allowable slope, and shall assure that such reduction is achieved. Surcharge loads from adjacent structures shall be evaluated in accordance with §1926.651(i).

(4) *Configurations.* Configurations of sloping and benching systems shall be in accordance with Figure B–1.

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TABLE B-1
MAXIMUM ALLOWABLE SLOPES

SOIL OR ROCK TYPE	MAXIMUM ALLOWABLE SLOPES (H:V)[1] FOR EXCAVATIONS LESS THAN 20 FEET DEEP. [3]
STABLE ROCK TYPE A [2] TYPE B TYPE C	VERTICAL (90°) 3/4 : 1 (53°) 1:1 (45°) 1½: 1 (34°)

NOTES:

1. Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.
2. A short-term maximum allowable slope of 1/2H:1V (63°) is allowed in excavations in Type A soil that are 12 feet (3.67 m) or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet (3.67 m) in depth shall be 3/4H:1V (53°).
3. Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

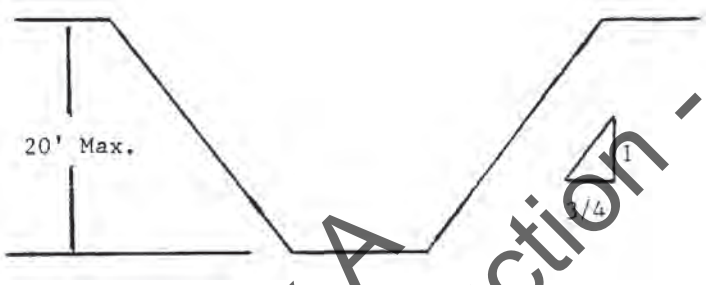
Figure B–1

Slope Configurations

(All slopes stated below are in the horizontal to vertical ratio)

B–1.1 Excavations made in Type A soil.

1. All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of ¾:1.

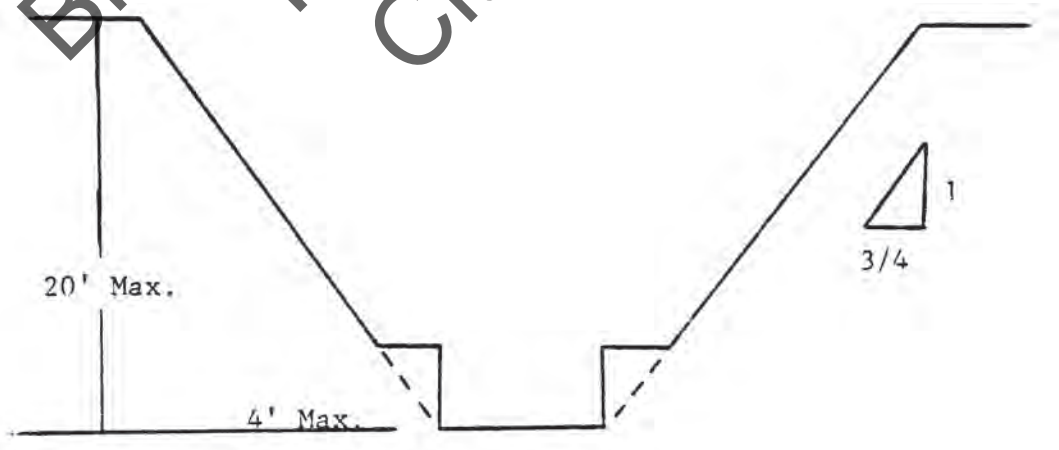


SIMPLE SLOPE—GENERAL

Exception: Simple slope excavations which are open 24 hours or less (short term) and which are 12 feet or less in depth shall have a maximum allowable slope of 1/2:1.

SIMPLE SLOPE—SHORT TERM

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of ¾ to 1 and maximum bench dimensions as follows:



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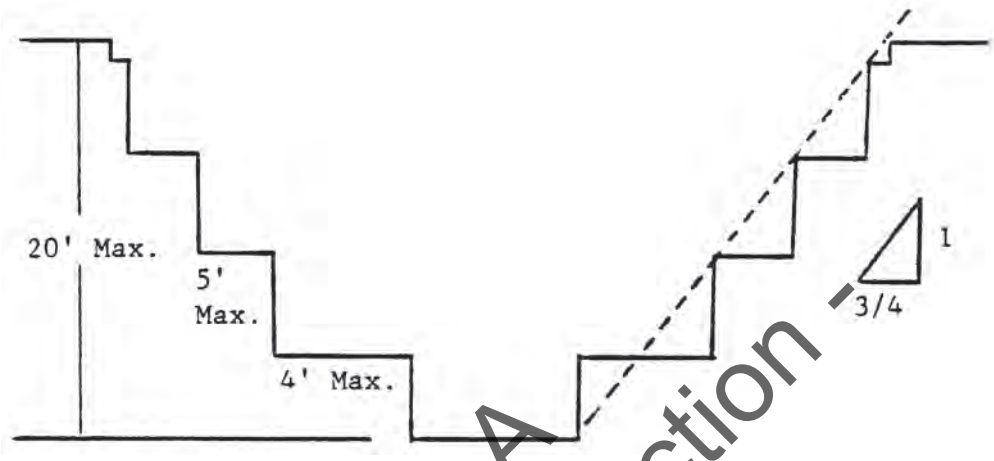
SIMPLE BENCH

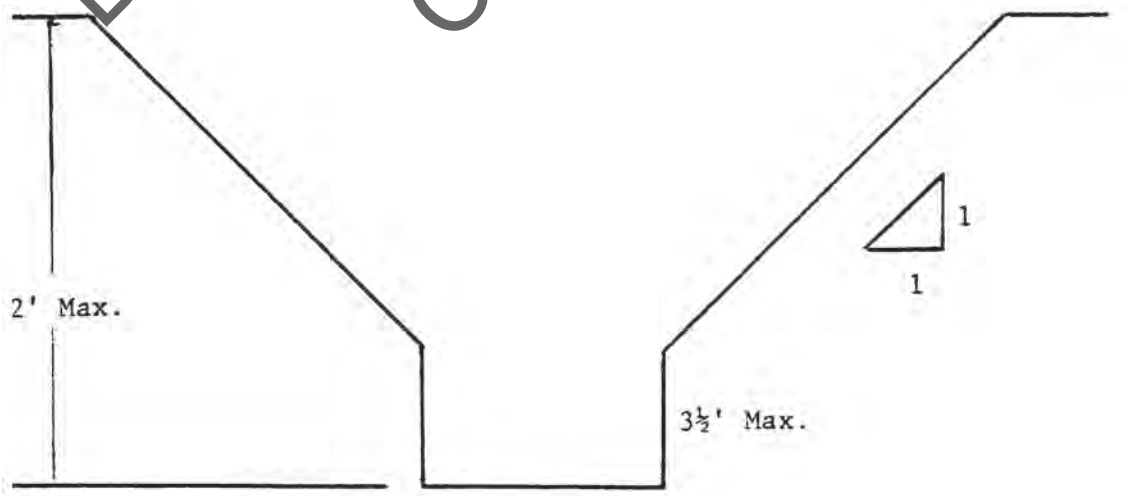


MULTIPLE BENCH

3. All excavations 8 feet or less in depth which have unsupported vertically sided lower portions shall have a maximum vertical side of 3½ feet.

UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 8 FEET IN DEPTH

All excavations more than 8 feet but not more than 12 feet in depth which unsupported vertically sided lower portions shall have a maximum allowable slope of 1:1 and a maximum vertical side of 3½ feet.



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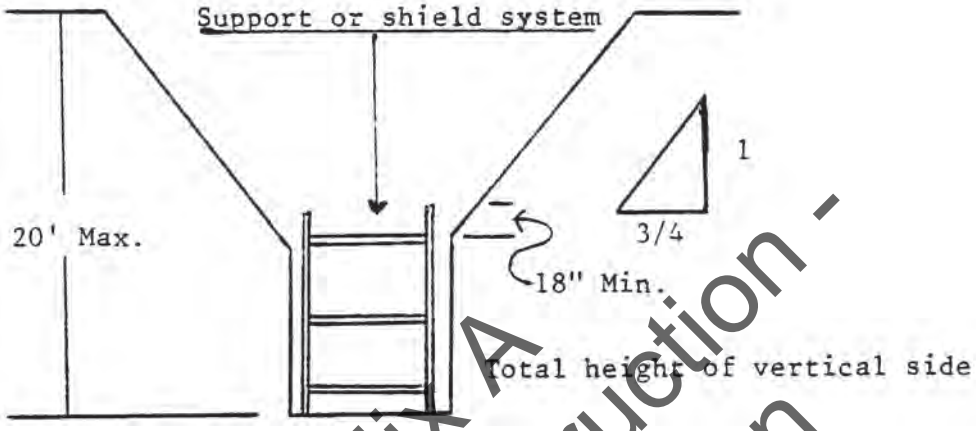
UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 12 FEET IN DEPTH

All excavations 20 feet or less in depth which have vertically sided lower portions that are supported or shielded shall have a maximum allowable slope of ¾:1. The support or shield system must extend at least 18 inches above the top of the vertical side.

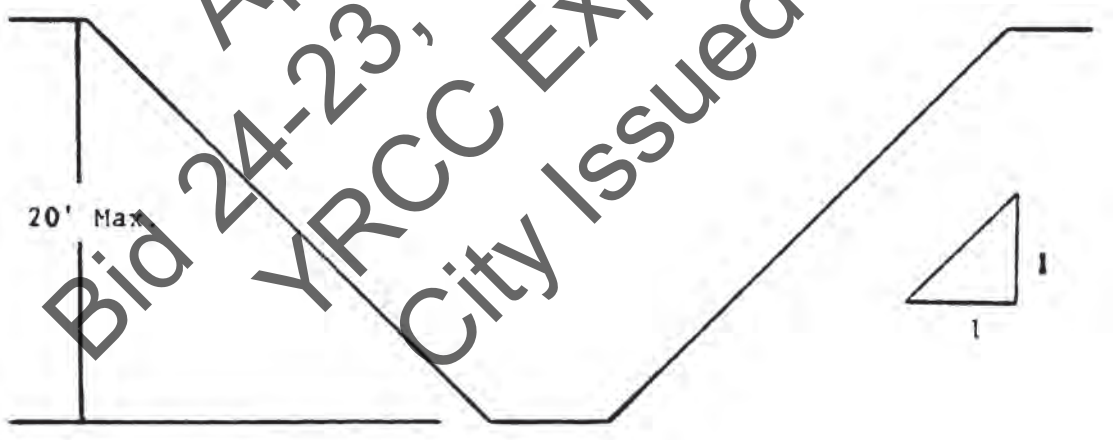


SUPPORTED OR SHIELDED VERTICALLY SIDED LOWER PORTION

4. All other simple slope, compound slope, and vertically sided lower portion excavations shall be in accordance with the other options permitted under §1926.652(b).

B–1.2 Excavations Made in Type B Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1.



SIMPLE SLOPE

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 and maximum bench dimensions as follows:

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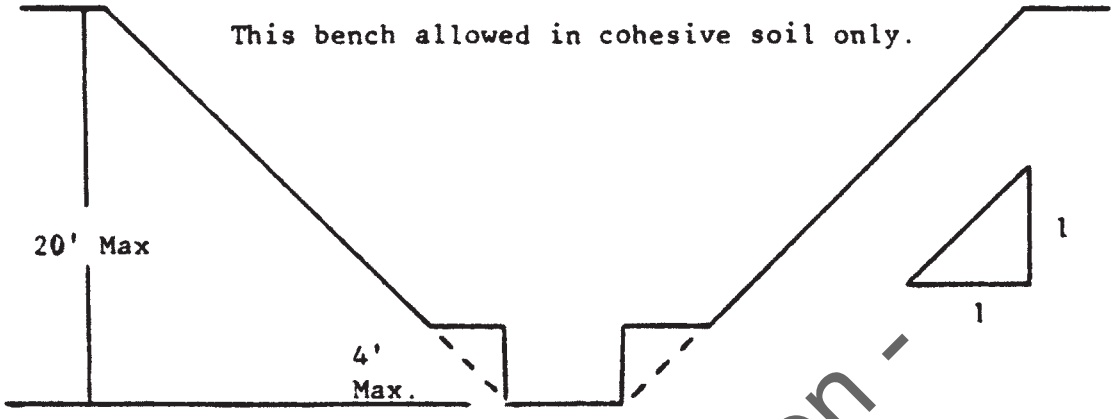
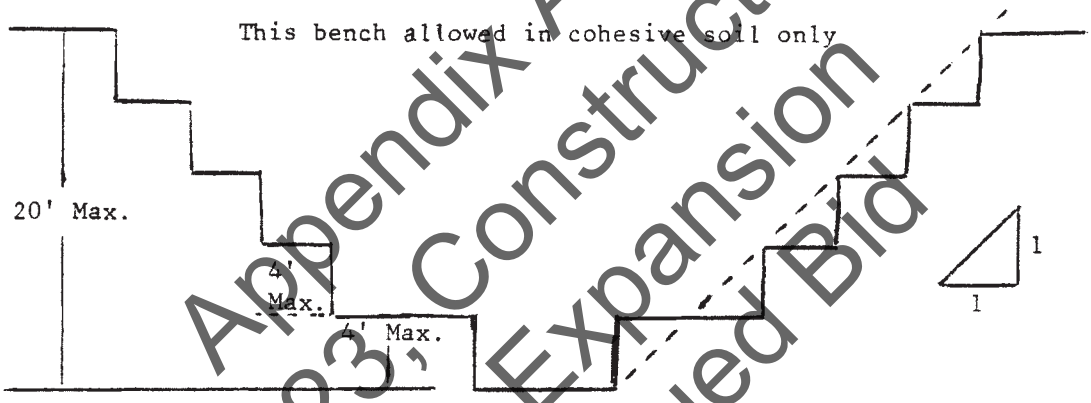
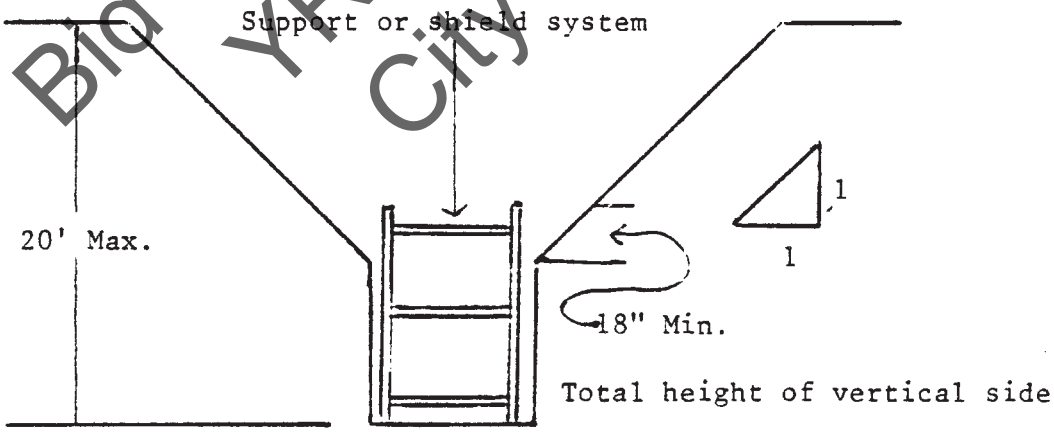


SINGLE BENCH



MULTIPLE BENCH

3. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1:1.



VERTICALLY SIDED LOWER PORTION

4. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

B–1.3 EXCAVATIONS MADE IN TYPE C SOIL

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1½:1.

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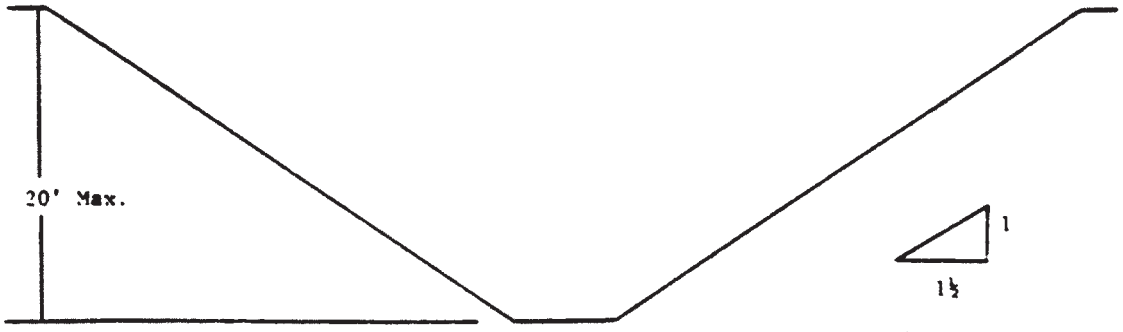
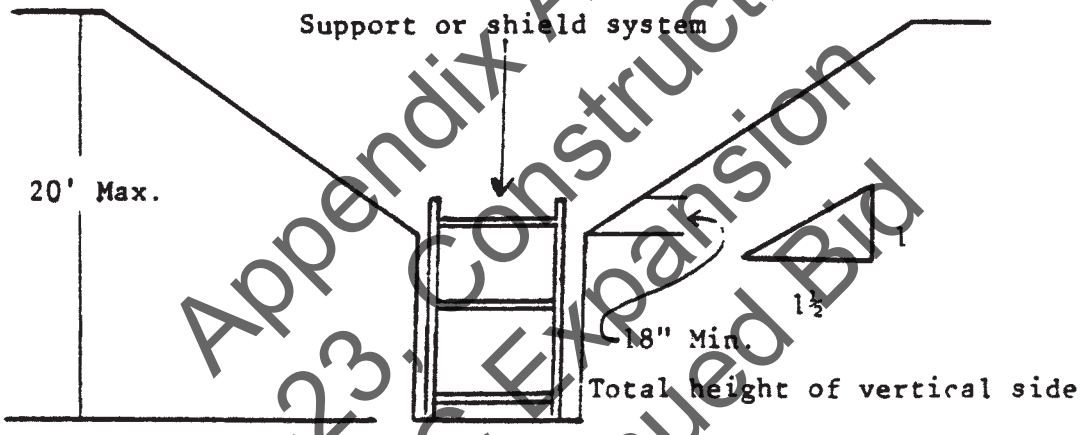


SIMPLE SLOPE

2. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1½:1.



VERTICAL SIDED LOWER PORTION

3. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

B–1.4 Excavations Made in Layered Soils

1. All excavations 20 feet or less in depth made in layered soils shall have a maximum allowable slope for each layer as set forth below.

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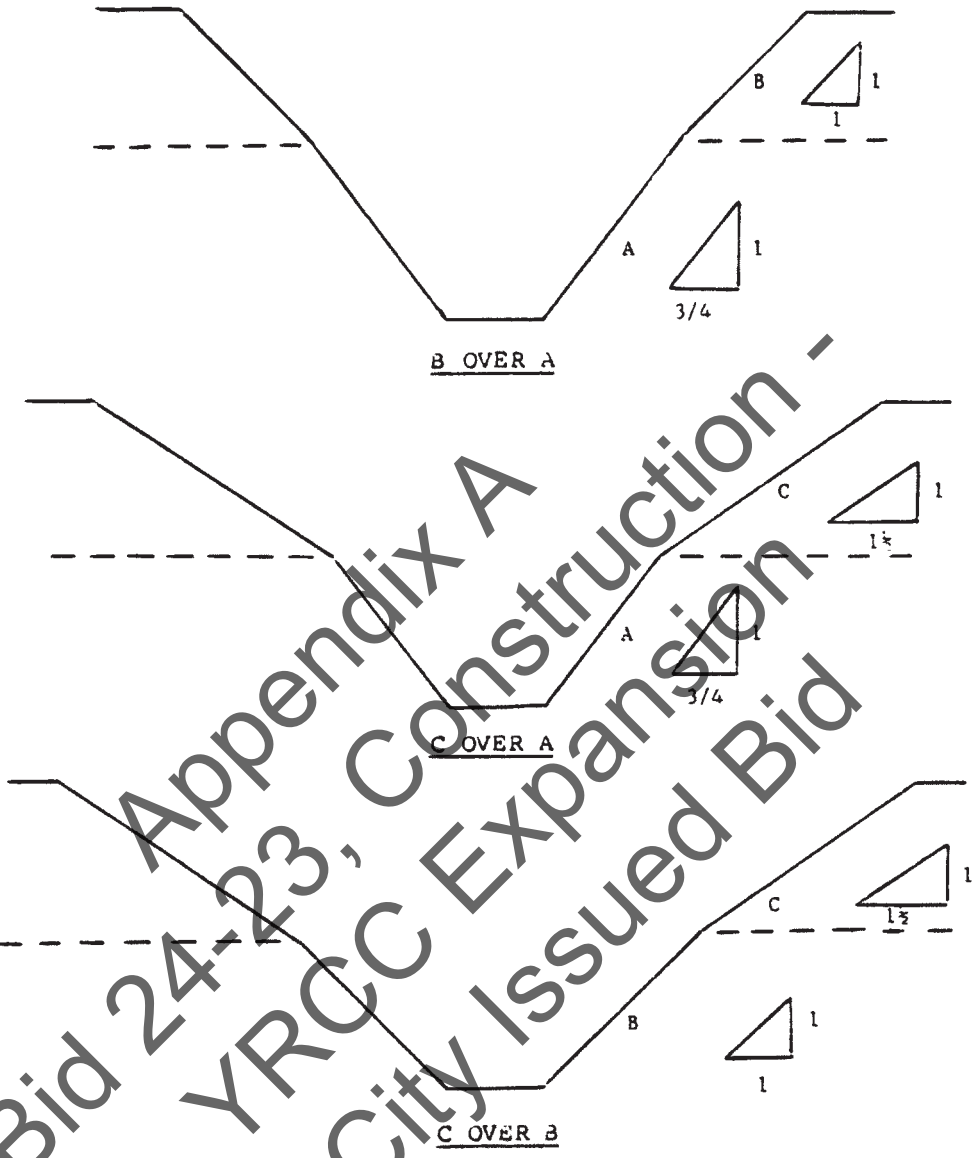

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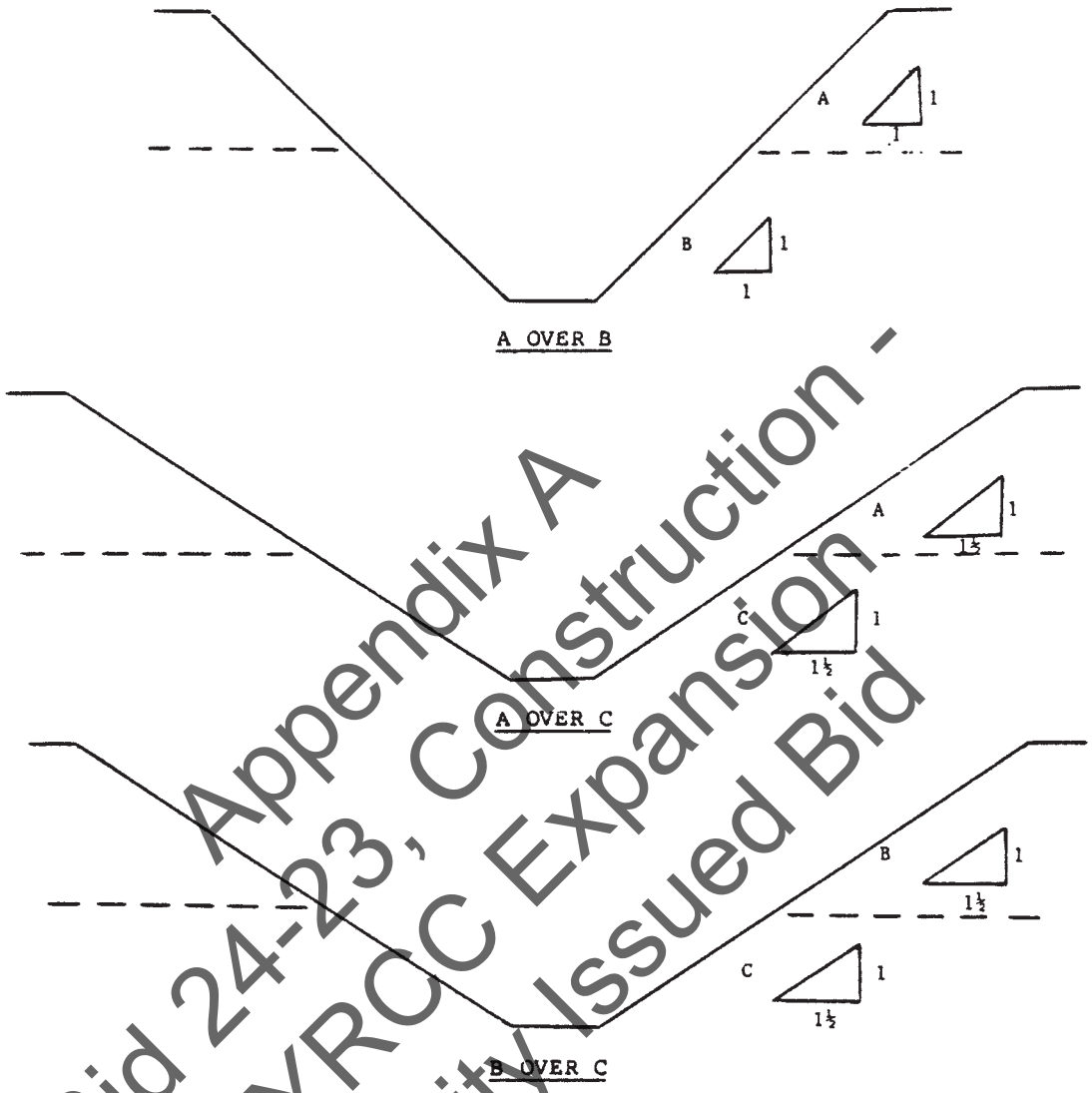

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2. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

APPENDIX C TO SUBPART P OF PART 1926—TIMBER SHORING FOR TRENCHES

(a) *Scope.* This appendix contains information that can be used timber shoring is provided as a method of protection from cave-ins in trenches that do not exceed 20 feet (6.1 m) in depth. This appendix must be used when design of timber shoring protective systems is to be performed in accordance with §1926.652(c)(1). Other timber shoring configurations; other systems of support such as hydraulic and pneumatic systems; and other protective systems such as sloping, benching, shielding, and freezing systems must be designed in accordance with the requirements set forth in §1926.652(b) and §1926.652(c).

(b) *Soil Classification.* In order to use the data presented in this appendix, the soil type or types in which the excavation is made must first be determined using the soil classification method set forth in appendix A of subpart P of this part.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables C–1.1, C–1.2, and C–1.3, and Tables C–2.1, C–2.2 and C–2.3 following paragraph (g) of the appendix. Each table presents the minimum sizes of timber members to use in a shoring system, and each table contains data only for the particular soil type in which the excavation or portion of

the excavation is made. The data are arranged to allow the user the flexibility to select from among several acceptable configurations of members based on varying the horizontal spacing of the crossbraces. Stable rock is exempt from shoring requirements and therefore, no data are presented for this condition.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix, and on the tables themselves.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations regarding Tables C–1.1 through C–1.3 and Tables C–2.1 through C–2.3 are presented in paragraph (g) of this Appendix.

(d) *Basis and limitations of the data.*—(1) *Dimensions of timber members.* (i) The sizes of the timber members listed in Tables C–1.1 through C–1.3 are taken from the National Bureau of Standards (NBS) report, "Recommended Technical Provisions for Construction Practice in Shoring and Sloping of Trenches and Excavations." In addition, where NBS did not recommend specific sizes of members, member sizes are based on an analysis of the sizes required for use by existing codes and on empirical practice.

(ii) The required dimensions of the members listed in Tables C–1.1 through C–1.3 refer to actual dimensions and not nominal dimensions of the timber. Employers wanting to use nominal size shoring are directed to Tables C–2.1 through C–2.3, or have this choice under §1926.652(c)(3), and are referred to The Corps of Engineers, The Bureau of Reclamation or data from other acceptable sources.

(2) *Limitation of application.* (i) It is not intended that the timber shoring specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be designed as specified in §1926.652(c).

(ii) When any of the following conditions are present, the members specified in the tables are not considered adequate. Either an alternate timber shoring system must be designed or another type of protective system designed in accordance with §1926.652.

(A) When loads imposed by structures or by stored material adjacent to the trench weigh in excess of the load imposed by a two-foot soil surcharge. The term "adjacent" as used here means the area within a horizontal distance from the edge of the trench equal to the depth of the trench.

(B) When vertical loads imposed on cross braces exceed a 240-pound gravity load distributed on a one-foot section of the center of the crossbrace.

(C) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(D) When only the lower portion of a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables.* The members of the shoring system that are to be selected using this information are the cross braces, the uprights, and the wales, where wales are required. Minimum sizes of members are specified for use in different types of soil. There are six tables of information, two for each soil type. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is then made. The selection is based on the depth and width of the trench where the members are to be installed and, in most instances, the selection is also based on the horizontal spacing of the crossbraces. Instances where a choice of horizontal spacing of crossbracing is available, the horizontal spacing of the crossbraces must be chosen by the user before the size of any member can be determined. When the soil type, the width and depth of the trench, and the horizontal spacing of the crossbraces are known, the size and vertical spacing of the crossbraces, the size and vertical spacing of the wales, and the size and horizontal spacing of the uprights can be read from the appropriate table.

(f) *Examples to Illustrate the Use of Tables C–1.1 through C–1.3.*

(1) *Example 1.*

A trench dug in Type A soil is 13 feet deep and five feet wide.

From *Table C–1.1,* for acceptable arrangements of timber can be used.

Arrangement #B1

Space 4 4 crossbraces at six feet horizontally and four feet vertically.

Wales are not required.

Space 3 8 uprights at six feet horizontally. This arrangement is commonly called "skip shoring."

Arrangement #B2

Space 4 6 crossbraces at eight feet horizontally and four feet vertically.

Space 8 8 wales at four feet vertically.

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Space 2 6 uprights at four feet horizontally.

Arrangement #B3

Space 6 6 crossbraces at 10 feet horizontally and four feet vertically.

Space 8 10 wales at four feet vertically.

Space 2 6 uprights at five feet horizontally.

Arrangement #B4

Space 6 6 crossbraces at 12 feet horizontally and four feet vertically.

Space 10 10 wales at four feet vertically.

Spaces 3 8 uprights at six feet horizontally.

(2) *Example 2.*

A trench dug in Type B soil in 13 feet deep and five feet wide. From Table C–1.2 three acceptable arrangements of members are listed.

Arrangement #B1

Space 6 6 crossbraces at six feet horizontally and five feet vertically.

Space 8 8 wales at five feet vertically.

Space 2 6 uprights at two feet horizontally.

Arrangement #B2

Space 6 8 crossbraces at eight feet horizontally and five feet vertically.

Space 10 10 wales at five feet vertically.

Space 2 6 uprights at two feet horizontally.

Arrangement #B3

Space 8 8 crossbraces at 10 feet horizontally and five feet vertically.

Space 10 12 wales at five feet vertically.

Space 2 6 uprights at two feet vertically.

(3) *Example 3.*

A trench dug in Type C soil is 13 feet deep and five feet wide.

From Table C–1.3 two acceptable arrangements of members can be used.

Arrangement #B1

Space 8 8 crossbraces at six feet horizontally and five feet vertically.

Space 10 12 wales at five feet vertically.

Position 2 6 uprights as closely together as possible.

If water must be retained use special tongue and groove uprights to form tight sheeting.

Arrangement #B2

Space 8 10 crossbraces at eight feet horizontally and five feet vertically.

Space 12 12 wales at five feet vertically.

Position 2 6 uprights in a close sheeting configuration unless water pressure must be resisted. Tight sheeting must be used where water must be retained.

(4) *Example 4.*

A trench dug in Type C soil is 20 feet deep and 11 feet wide. The size and spacing of members for the section of trench that is over 15 feet in depth is determined using Table C–1.3. Only one arrangement of members is provided.

Space 8 10 crossbraces at six feet horizontally and five feet vertically.

Space 12 12 wales at five feet vertically.

Use 3 6 tight sheeting.

Use of Tables C–2.1 through C–2.3 would follow the same procedures.

(g) *Notes for all Tables.*

1. Member sizes at spacings other than indicated are to be determined as specified in §1926.652(c), "Design of Protective Systems."

2. When conditions are saturated or submerged use Tight Sheeting. Tight Sheeting refers to the use of specially-edged timber planks (e.g., tongue and groove) at least three inches thick, steel sheet piling, or similar construction that when driven or placed in position provide a tight wall to resist the lateral pressure of water and to prevent the loss of backfill material. Close Sheeting refers to the placement of planks side-by-side allowing as little space as possible between them.

3. All spacing indicated is measured center to center.

4. Wales to be installed with greater dimension horizontal.

5. If the vertical distance from the center of the lowest crossbrace to the bottom of the trench exceeds two and one-half feet, uprights shall be firmly embedded or a mudsill shall be used. Where uprights are embedded, the vertical distance from the center of the lowest crossbrace to the bottom of the trench shall not exceed 36 inches. When mudsills are used, the vertical distance shall not exceed 42 inches. Mudsills are wales that are installed at the toe of the trench side.

6. Trench jacks may be used in lieu of or in combination with timber crossbraces.

7. Placement cf crossbraces. When the vertical spacing of crossbraces is four feet, place the top crossbrace no more than two feet below the top of the trench. When the vertical spacing of crossbraces is five feet, place the top crossbrace no more than 2.5 feet below the top of the trench.

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TABLE C-1.1

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE A P_a = 25 X H + 72 psf (2 ft Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS **											
	CROSS BRACES						WALES		UPRIGHTS			
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)				VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)			
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15			CLOSE	4	5	6	8
5 TO 10	UP TO 6	4X4	4X4	4X6	6X6	6X6	Not Req'd	---				2X6	
	UP TO 8	4X4	4X4	4X6	6X6	6X6	Not Req'd	---					2X8
	UP TO 10	4X6	4X6	4X6	6X6	6X6	8X8	4			2X6		
	UP TO 12	4X6	4X6	6X6	6X6	6X6	8X8	4				2X6	
10 TO 15	UP TO 6	4X4	4X4	4X6	6X6	6X6	Not Req'd	---				3X8	
	UP TO 8	4X6	4X6	6X6	6X6	6X6	8X8	4		2X6			
	UP TO 10	6X6	6X5	6X6	6X8	6X8	8X10	4			2X6		
	UP TO 12	6X6	6X6	6X6	6X8	6X8	10X10	4				3X8	
15 TO 20	UP TO 6	6X6	6X6	6X6	6X8	6X8	6X8	4	3X6				
	UP TO 8	6X6	6X6	6X6	6X8	6X8	8X8	4	3X6				
	UP TO 10	8X8	8X8	8X8	8X10	8X10	8X10	4	3X6				
	UP TO 12	8X8	8X8	8X8	8X8	8X10	10X10	4	3X6				
OVER 20	SEE NOTE 1												

* Mixed oak or equivalent with a bending strength not less than 850 psi.
** Manufactured members of equivalent strength may by substituted for wood.

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TABLE C–1.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE B P_a = 45 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**											
	CROSS BRACES						WALES		UPRIGHTS			
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)				VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)			
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15			CLOSE	2	3	
5 TO 10	UP TO 6	4X6	4X6	6X6	6X6	6X6	6X8	5			2X6	
	UP TO 8	6X6	6X6	6X6	6X8	6X8	8X10	5			2X6	
	UP TO 10	6X6	6X6	6X6	6X8	6X8	10X10	5			2X6	
	See Note 1											
10 TO 15	UP TO 6	6X6	6X6	6X6	6X8	6X8	8X8	5		2X6		
	UP TO 8	6X8	6X8	6X8	8X8	8X8	10X10	5		2X6		
	UP TO 10	8X8	8X8	8X8	8X8	8X10	10X12	5		2X6		
	See Note 1											
15 TO 20	UP TO 6	6X8	6X8	6X8	8X8	8X8	8X10	5	3X6			
	UP TO 8	8X8	8X8	8X8	8X8	8X10	10X12	5	3X6			
	UP TO 10	8X10	8X10	8X10	8X10	10X10	12X12	5	3X6			
	See Note 1											
OVER 20	SEE NOTE 1											

* Mixed oak or equivalent with a bending strength not less than 850 psi.
** Manufactured members of equivalent strength may by substituted for wood.

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TABLE C-1.3

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE C P_a = 80 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**										
	CROSS BRACES						UPRIGHTS		MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET) (See Note 2)		
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)				VERT. SPACING (FEET)	SIZE (IN.)	VERT. SPACING (FEET)	CLOSE		
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15					
5 TO 10	UP TO 6	6X8	6X8	6X8	8X8	8X8	8X10	5	2X6		
	UP TO 8	8X8	8X8	8X8	8X8	8X10	10X12	5	2X6		
	UP TO 10	8X10	8X10	8X10	8X10	10X10	12X12	5	2X6		
	See Note 1										
10 TO 15	UP TO 6	8X8	8X8	8X8	8X10	10X10	10X12	5	2X6		
	UP TO 8	8X10	8X10	8X10	10X10	10X10	12X12	5	2X6		
	See Note 1										
	See Note 1										
15 TO 20	UP TO 6	8X10	8X10	8X10	8X10	10X10	12X12	5	3X6		
	See Note 1										
	See Note 1										
	See Note 1										
OVER 20	SEE NOTE 1										

* Mixed Oak or equivalent with a bending strength not less than 850 psi.
** Manufactured members of equivalent strength may be substituted for wood.

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TABLE C-2.1

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE A P_a = 25 X H ± 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **													
	CROSS BRACES							WALES		UPRIGHTS				
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN.)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	4	5	6	8
5 TO 10	UP TO 6	4X4	4X4	4X4	4X4	4X6	4	Not Req'd	Not Req'd				4X6	
	UP TO 8	4X4	4X4	4X4	4X6	4X6	4	Not Req'd	Not Req'd					4X8
	UP TO 10	4X6	4X6	4X6	6X6	6X6	4	8X8	4			4X6		
	UP TO 12	4X6	4X6	4X6	6X6	6X6	4	8X8	4				4X6	
10 TO 15	UP TO 6	4X4	4X4	4X4	6X6	6X6	4	Not Req'd	Not Req'd				4X10	
	UP TO 8	4X6	4X6	4X6	6X6	6X6	4	6X8	4		4X6			
	UP TO 10	6X6	6X6	6X6	6X6	6X6	4	8X8	4			4X8		
	UP TO 12	6X6	6X6	6X6	6X6	6X6	4	8X10	4		4X6		4X10	
15 TO 20	UP TO 6	6X6	6X6	6X6	6X6	6X6	4	6X8	4	3X6				
	UP TO 8	6X6	6X6	6X6	6X6	6X6	4	8X8	4	3X6	4X12			
	UP TO 10	6X6	6X6	6X6	6X6	6X8	4	8X10	4	3X6				
	UP TO 12	6X6	6X6	6X6	6X8	6X8	4	8X12	4	3X6	4X12			
OVER 20	SEE NOTE 1													

* Douglas fir or equivalent with a bending strength not less than 1500 psi.
** Manufactured members of equivalent strength may be substituted for wood.

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TABLE C-2.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE B P_a = 45 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **														
	CROSS BRACES						WALES		UPRIGHTS						
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)				VERT. SPACING (FEET)	SIZE (IN.)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)						
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15			CLOSE	2	3	4	6		
5 TO 10	UP TO 6	4X6	4X6	4X6	6X6	6X6	5	6X8	5			3X12 4X8		4X12	
	UP TO 8	4X6	4X6	6X6	6X6	6X6	5	8X8	5		3X8		4X8		
	UP TO 10	4X6	4X6	6X6	6X6	6X8	5	8X10	5			4X8			
	See Note 1														
10 TO 15	UP TO 6	6X6	6X6	6X6	6X8	6X8	5	8X8	5	3X6	4X10				
	UP TO 8	6X8	6X8	8X8	8X8	8X8	5	10X10	5	3X6	4X10				
	UP TO 10	6X8	6X8	8X8	8X8	8X8	5	10X12	5	3X6	4X10				
	See Note 1														
15 TO 20	UP TO 6	6X8	6X8	6X8	6X8	8X8	5	8X10	5	4X6					
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X12	5	4X6					
	UP TO 10	8X8	8X8	8X8	8X8	8X8	5	12X12	5	4X6					
	See Note 1														
OVER 20	SEE NOTE 1														

* Douglas fir or equivalent with a bending strength not less than 1500 psi.

** Manufactured members of equivalent strength may be substituted for wood.

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TABLE C–2.3

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE C P_a = 80 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **											
	CROSS BRACES						WALES		UPRIGHTS	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)		
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)				VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	CLOSE			
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15						
5 TO 10	UP TO 6	6X6	6X6	6X6	8X8	8X8	5	8X8	5	3X6		
	UP TO 8	6X6	6X6	8X8	8X8	8X8	5	10X10	5	3X6		
	UP TO 10	6X6	8X8	8X8	8X8	8X8	5	10X12	5	3X6		
	See Note 1											
10 TO 15	UP TO 6	6X8	8X8	8X8	8X8	8X8	5	10X10	5	4X6		
	UP TO 8	8X8	8X8	8X8	8X8	8X8	5	12X12	5	4X6		
	See Note 1											
	See Note 1											
15 TO 20	UP TO 6	8X8	8X8	8X8	8X10	8X10	5	10X12	5	4X6		
	See Note 1											
	See Note 1											
	See Note 1											
OVER 20	SEE NOTE 1											

* Douglas fir or equivalent with a bending strength not less than 1500 psi.
** Manufactured members of equivalent strength may be substituted for wood.

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APPENDIX D TO SUBPART P OF PART 1926—ALUMINUM HYDRAULIC SHORING FOR TRENCHES

(a) *Scope.* This appendix contains information that can be used when aluminum hydraulic shoring is provided as a method of protection against cave-ins in trenches that do not exceed 20 feet (6.1m) in depth. This appendix must be used when design of the aluminum hydraulic protective system cannot be performed in accordance with §1926.652(c)(2).

(b) *Soil Classification.* In order to use data presented in this appendix, the soil type or types in which the excavation is made must

first be determined using the soil classification method set forth in appendix A of subpart P of part 1926.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables D–1.1, D–1.2, D–1.3 and E–1.4. Each table presents the maximum vertical and horizontal spacings that may be used with various aluminum member sizes and various hydraulic cylinder sizes. Each table contains data only for the particular soil type in which the excavation or portion of the excavation is made. Tables D–1.1 and D–1.2 are for vertical shores in Types A and B soil. Tables D–1.3 and D1.4 are for horizontal waler systems in Types B and C soil.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations (footnotes) regarding Table D–1.1 through D–1.4 are presented in paragraph (g) of this appendix.

(6) Figures, illustrating typical installations of hydraulic shoring, are included just prior to the Tables. The illustrations page is entitled "Aluminum Hydraulic Shoring; Typical Installations."

(d) *Basis and limitations of the data.*

(1) Vertical shore rails and horizontal wales are those that meet the Section Modulus requirements in the D–1 Tables. Aluminum material is 6061–T6 or material of equivalent strength and properties.

(2) Hydraulic cylinders specifications. (i) 2-inch cylinders shall be a minimum 2-inch inside diameter with a minimum safe working capacity of no less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe working capacity of not less than 30,000 pounds axial compressive load at extensions as recommended by product manufacturer.

(3) Limitation of application.

(i) It is not intended that the aluminum hydraulic specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be otherwise designed as specified in §1926.652(c).

(ii) When any of the following conditions are present, the members specified in the Tables are not considered adequate. In this case, an alternative aluminum hydraulic shoring system or other type of protective system must be designed in accordance with §1926.652.

(A) When vertical loads imposed on cross braces exceed a 100 Pound gravity load distributed on a one foot section of the center of the hydraulic cylinder.

(B) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(C) When only the lower portion or a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables D–1.1, D–1.2, D–1.3 and D–1.4.* The members of the shoring system that are to be selected using this information are the hydraulic cylinders, and either the vertical shores or the horizontal wales. When a waler system is used the vertical timber sheeting to be used is also selected from these tables. The Tables D–1.1 and D–1.2 for vertical shores are used in Type A and B soils that do not require sheeting. Type B soils that may require sheeting, and Type C soils that always require sheeting are found in the horizontal wale Tables D–1.3 and D–1.4. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is made. The selection is based on the depth and width of the trench where the members are to be installed. In these tables the vertical spacing is held constant at four feet on center. The tables show the maximum horizontal spacing of cylinders allowed for each size of wale in the waler system tables, and in the vertical shore tables, the hydraulic cylinder horizontal spacing is the same as the vertical shore spacing.

(f) *Example to Illustrate the Use of the Tables:*

(1) Example 1:

A trench dug in Type A soil is 6 feet deep and 3 feet wide. From Table D–1.1: Find vertical shores and 2 inch diameter cylinders spaced 8 feet on center (o.c.) horizontally and 4 feet on center (o.c.) vertically. (See Figures 1 & 3 for typical installations.)

(2) Example 2:

A trench is dug in Type B soil that does not require sheeting, 13 feet deep and 5 feet wide. From Table D–1.2: Find vertical shores and 2 inch diameter cylinders spaced 6.5 feet o.c. horizontally and 4 feet o.c. vertically. (See Figures 1 & 3 for typical installations.)

(3) A trench is dug in Type B soil that does not require sheeting, but does experience some minor raveling of the trench face. The

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trench is 16 feet deep and 9 feet wide. From Table D–1.2: Find vertical shores and 2 inch diameter cylinder (with special oversleeves as designated by footnote #B2) spaced 5.5 feet o.c. horizontally and 4 feet o.c. vertically, plywood (per footnote (g)(7) to the D–1 Table) should be used behind the shores. (See Figures 2 & 3 for typical installations.)

(4) Example 4: A trench is dug in previously disturbed Type B soil, with characteristics of a Type C soil, and will require sheeting. The trench is 18 feet deep and 12 feet wide. 8 foot horizontal spacing between cylinders is desired for working space. From Table D–1.3: Find horizontal wale with a section modulus of 14.0 spaced at 4 feet o.c. vertically and 3 inch diameter cylinder spaced at 9 feet maximum o.c. horizontally. 3 12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(5) Example 5: A trench is dug in Type C soil, 9 feet deep and 4 feet wide. Horizontal cylinder spacing in excess of 6 feet is desired for working space. From Table D–1.4: Find horizontal wale with a section modulus of 7.0 and 2 inch diameter cylinders spaced at 6.5 feet o.c. horizontally. Or, find horizontal wale with a 14.0 section modulus and 3 inch diameter cylinder spaced at 10 feet o.c. horizontally. Both wales are spaced 4 feet o.c. vertically. 3 12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(g) *Footnotes, and general notes, for Tables D–1.1, D–1.2, D–1.3, and D–1.4.*

(1) For applications other than those listed in the tables, refer to §1926.652(c)(2) for use of manufacturer's tabulated data. For trench depths in excess of 20 feet, refer to §1926.652(c)(2) and §1926.652(c)(3).

(2) 2 inch diameter cylinders, at this width, shall have structural steel tube (3.5 3.5 0.1875) oversleeves, or structural oversleeves of manufacturer's specification, extending the full, collapsed length.

(3) Hydraulic cylinders capacities. (i) 2 inch cylinders shall be a minimum 2-inch inside diameter with a safe working capacity of not less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe work capacity of not less than 30,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(4) All spacing indicated is measured center to center.

(5) Vertical shoring rails shall have a minimum section modulus of 0.40 inch.

(6) When vertical shores are used, there must be a minimum of three shores spaced equally, horizontally, in a group.

(7) Plywood shall be 1.125 in. thick softwood or 0.75 inch thick, 14 ply, arctic white birch (Finland form). Please note that plywood is not intended as a structural member, but only for prevention of local raveling (sloughing of the trench face) between shores.

(8) See appendix C for timber specifications.

(9) Wales are calculated for simple span conditions.

(10) See appendix D, item (d), for basis and limitations of the data.

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ALUMINUM HYDRAULIC SHORING
TYPICAL INSTALLATIONS

FIGURE NO. 1
VERTICAL ALUMINUM HYDRAULIC SHORING (SPOT BRACING)

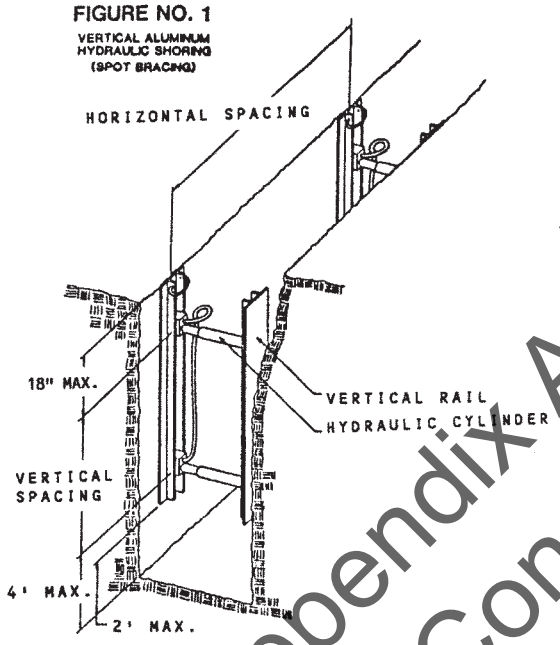

FIGURE NO. 2
VERTICAL ALUMINUM HYDRAULIC SHORING (WITH PLYWOOD)

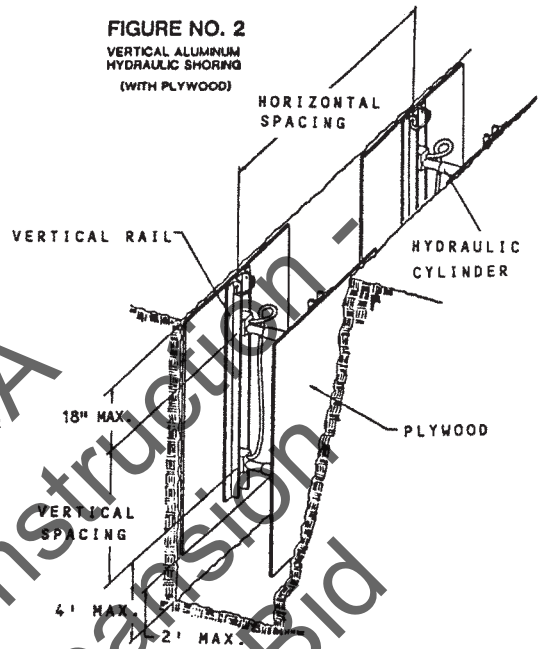

FIGURE NO. 3
VERTICAL ALUMINUM HYDRAULIC SHORING (STACKED)

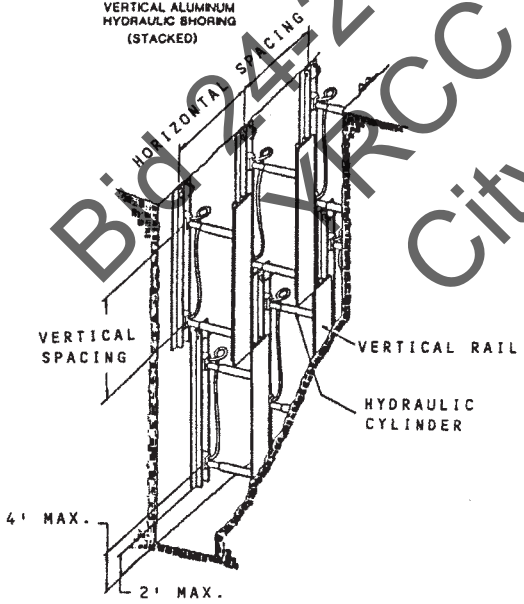

FIGURE NO. 4
ALUMINUM HYDRAULIC SHORING WALER SYSTEM (TYPICAL)

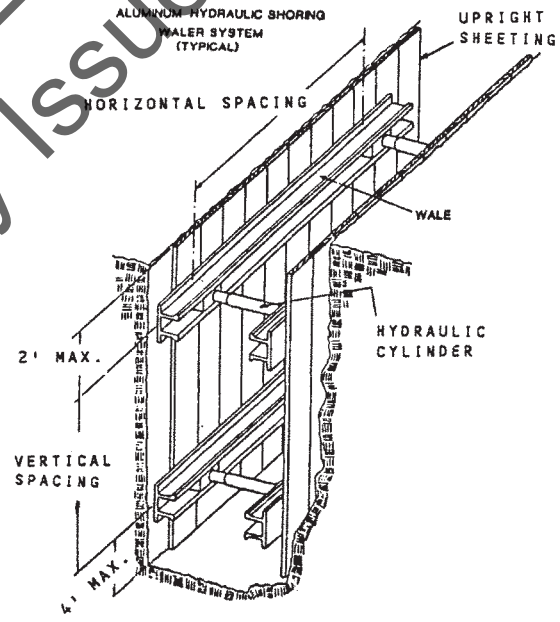

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TABLE D - 1.1
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE A

DEPTH OF TRENCH (FEET)	HYDRAULIC CYLINDERS			
	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)	WIDTH OF TRENCH (FEET)	
			UP TO 8	OVER 8 UP TO 12	OVER 12 UP TO 15
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	2 INCH DIAMETER NOTE (2)	3 INCH DIAMETER
OVER 10 UP TO 15	8				
OVER 15 UP TO 20	7				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Note (1): See Appendix D, Item (g) (1)
Note (2): See Appendix D, Item (g) (2)

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TABLE D - 1.2
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	HYDRAULIC CYLINDERS			
	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)	WIDTH OF TRENCH (FEET)	
			UP TO 8	OVER 8 UP TO 12	OVER 12 UP TO 15
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	2 INCH DIAMETER NOTE (2)	3 INCH DIAMETER
OVER 10 UP TO 15	6.5				
OVER 15 UP TO 20	5.5				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Note (1): See Appendix D, Item (g) (1)
Note (2): See Appendix D, Item (g) (2)

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TABLE D - 1.3
ALUMINUM HYDRAULIC SHORING
WALER SYSTEMS
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	WALES			HYDRAULIC CYLINDERS						TIMBER UPRIGHTS		
	VERTICAL SPACING (FEET)	SECTION MODULUS* (IN³)	WIDTH OF TRENCH (FEET)							MAX.HORIZ.SPACING (ON CENTER)		
			UP TO 8			OVER 8 UP TO 12		OVER 12 UP TO15		SOLID SHEET	2 FT.	3 FT.
			HORIZ. SPACING	CYLINDER DIAMETER		HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER			
OVER 5 UP TO 10	4	3.5	8.0	2 IN		8.0	2 IN NOTE(2)	8.0	3 IN			
		7.0	9.0	2 IN		9.0	2 IN NOTE(2)	9.0	3 IN	—	—	3x12
		14.0	12.0	3 IN		12.0	3 IN	12.0	3 IN			
OVER 10 UP TO 15	4	3.5	6.0	2 IN		6.0	2 IN NOTE(2)	6.0	3 IN			
		7.0	8.0	3 IN		8.0	3 IN	8.0	3 IN	—	3x12	—
		14.0	10.0	3 IN		10.0	3 IN	10.0	3 IN			
OVER 15 UP TO 20	4	3.5	5.5	2 IN		5.5	2 IN NOTE(2)	5.5	3 IN			
		7.0	6.0	3 IN		6.0	3 IN	6.0	3 IN	3x12	—	—
		14.0	9.0	3 IN		9.0	3 IN	9.0	3 IN			
OVER 20	NOTE (1)											

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Notes (1): See Appendix D, item (g) (1)
Notes (2): See Appendix D, Item (g) (2)
* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

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TABLE D - 1.4
ALUMINUM HYDRAULIC SHORING
WALER SYSTEMS
FOR SOIL TYPE C

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS						TIMBER UPRIGHTS		
	VERTICAL SPACING (FEET)	* SECTION MODULUS (IN^3)	WIDTH OF TRENCH (FEET)						MAX.HORIZ SPACING (ON CENTER)		
			UP TO 8		OVER 8 UP TO 12		OVER 12 UP TO 15		SOLID SHEET	2 FT.	3 FT.
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER			
OVER 5 UP TO 10	4	3.5	6.0	2 IN	6.0	2 IN NOTE(2)	6.0	3 IN	3x12	—	—
		7.0	6.5	2 IN	6.5	2 IN NOTE(2)	6.5	3 IN			
		14.0	10.0	3 IN	10.0	3 IN	10.0	3 IN			
OVER 10 UP TO 15	4	3.5	4.0	2 IN	4.0	2 IN NOTE(2)	4.0	3 IN	3x12	—	—
		7.0	5.5	3 IN	5.5	3 IN	5.5	3 IN			
		14.0	8.0	3 IN	8.0	3 IN	8.0	3 IN			
OVER 15 UP TO 20	4	3.5	3.5	2 IN	3.5	2 IN NOTE(2)	3.5	3 IN	3x12	—	—
		7.0	5.0	3 IN	6.0	3 IN	5.0	3 IN			
		14.0	6.0	3 IN	6.0	3 IN	6.0	3 IN			
OVER 20	NOTE (1)										

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Notes (1): See Appendix D, item (g) (1)
Notes (2): See Appendix D, Item (g) (2)
* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

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APPENDIX E TO SUBPART P OF PART 1926—ALTERNATIVES TO TIMBER SHORING

Figure 1. Aluminum Hydraulic Shoring

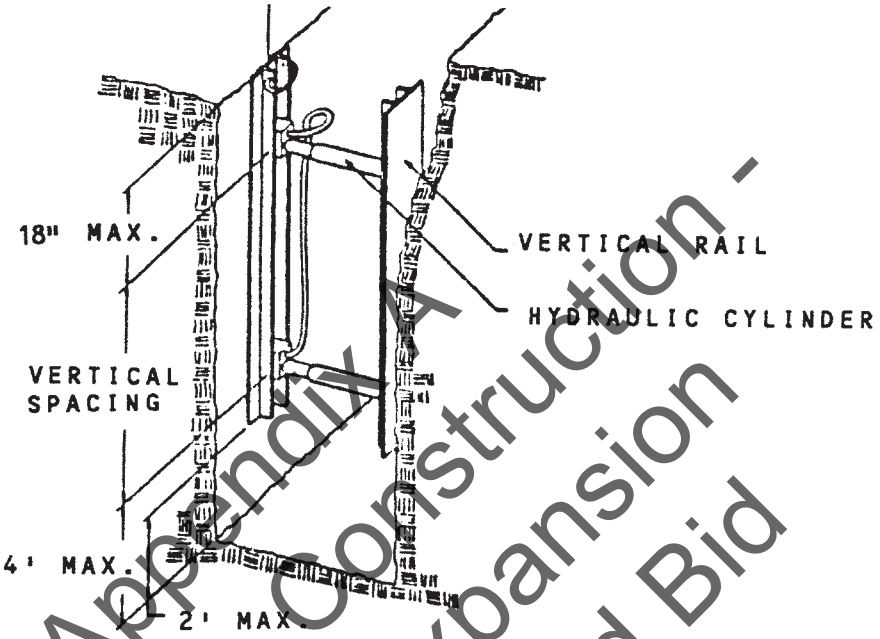

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Figure 2. Pneumatic/hydraulic Shoring

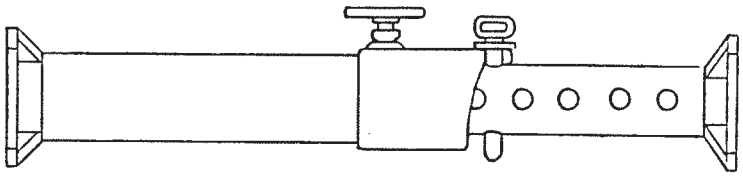


Figure 3. Trench Jacks (Screw Jacks)

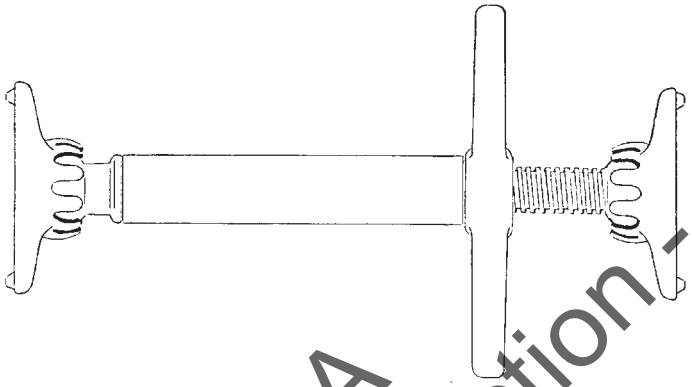
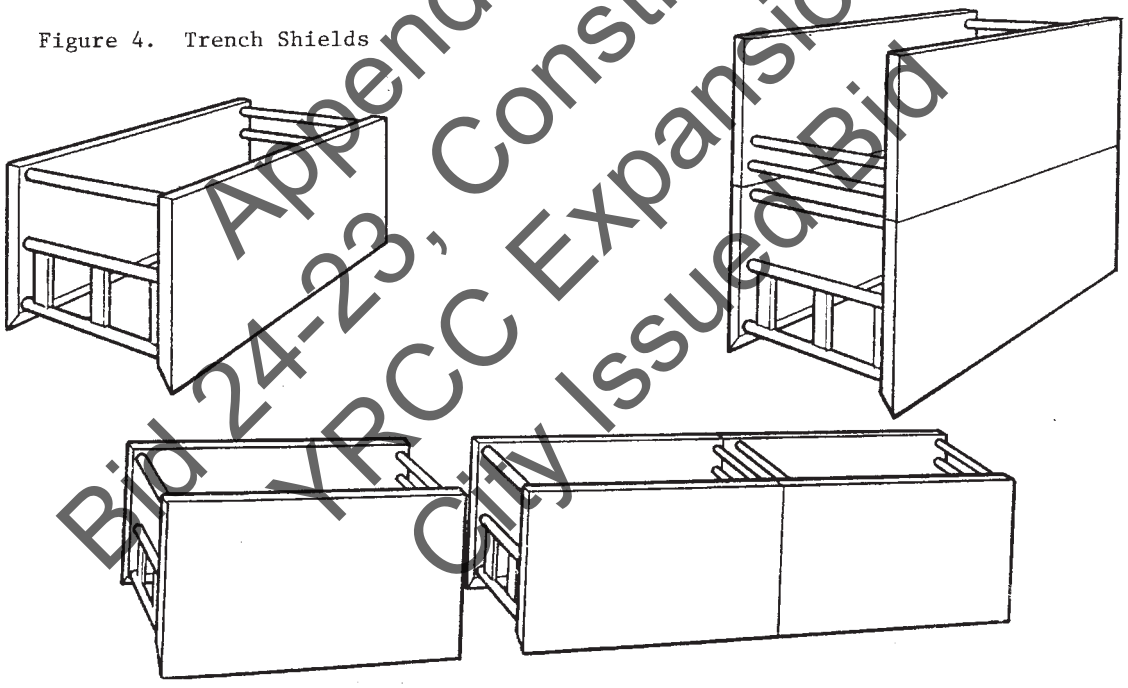


Figure 4. Trench Shields



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APPENDIX F TO SUBPART P OF PART 1926—SELECTION OF PROTECTIVE SYSTEMS

The following figures are a graphic summary of the requirements contained in subpart P for excavations 20 feet or less in depth. Protective systems for use in excavations more than 20 feet in depth must be designed by a registered professional engineer in accordance with §1926.652 (b) and (c).

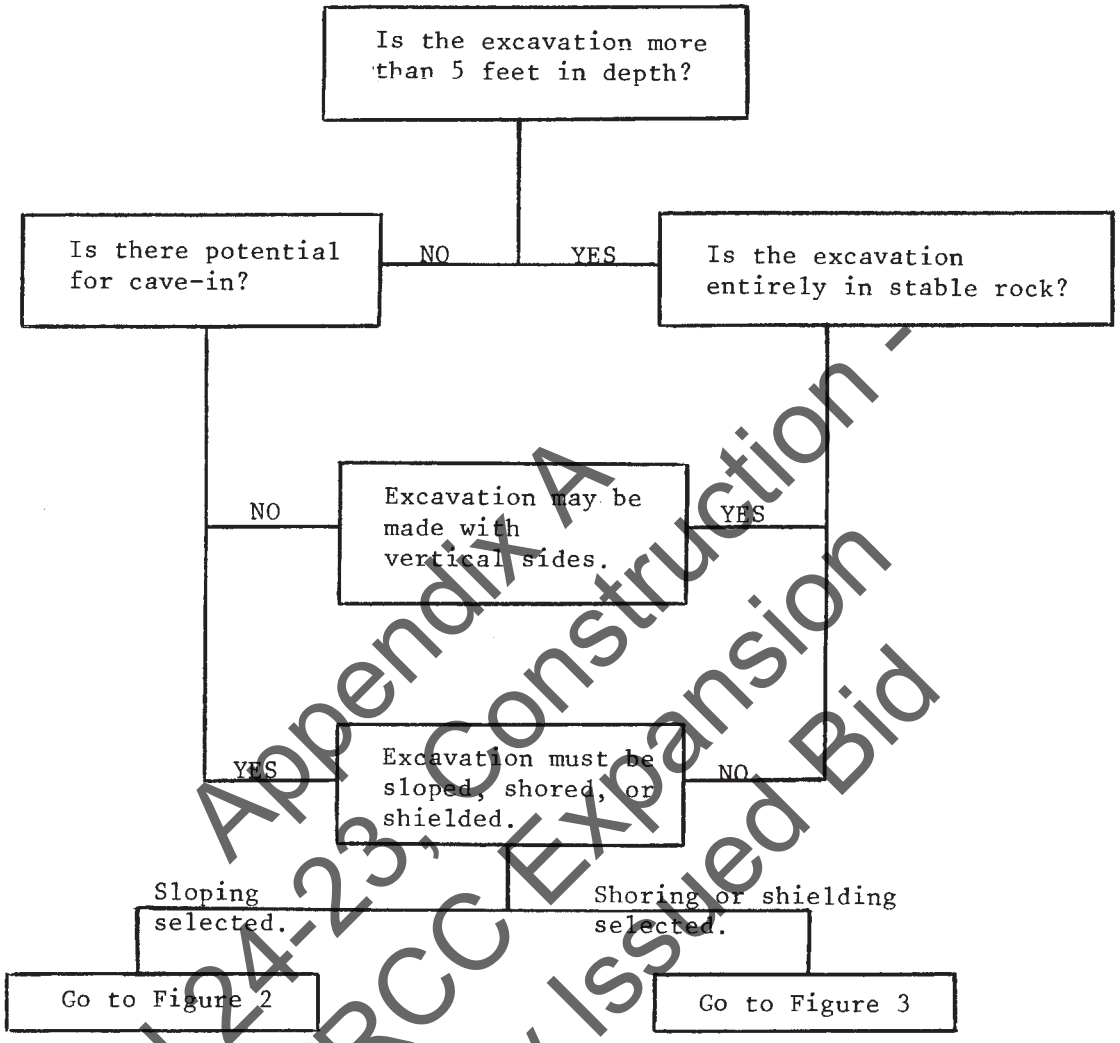

FIGURE 1 - PRELIMINARY DECISIONS

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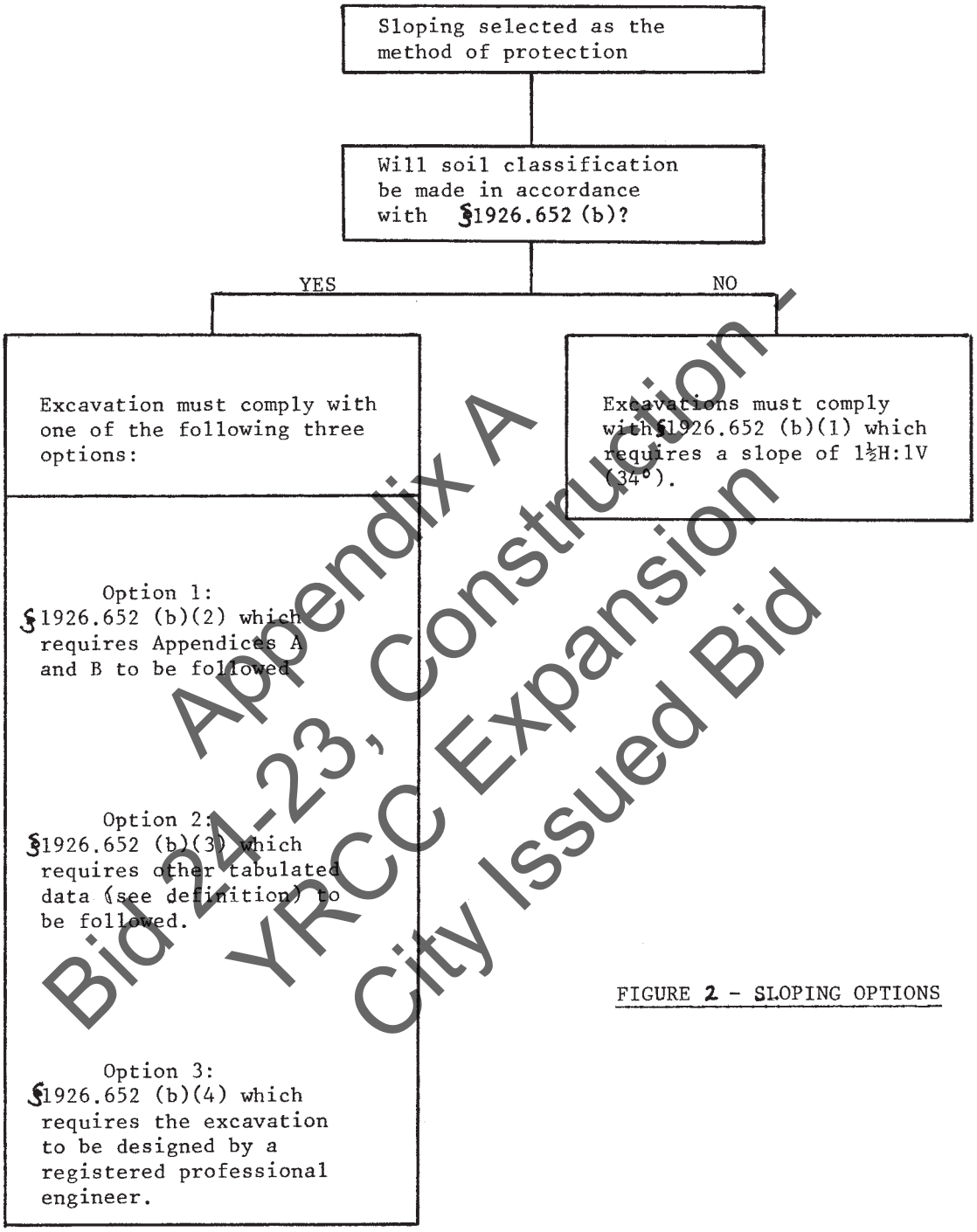

FIGURE 2 - SLOPING OPTIONS

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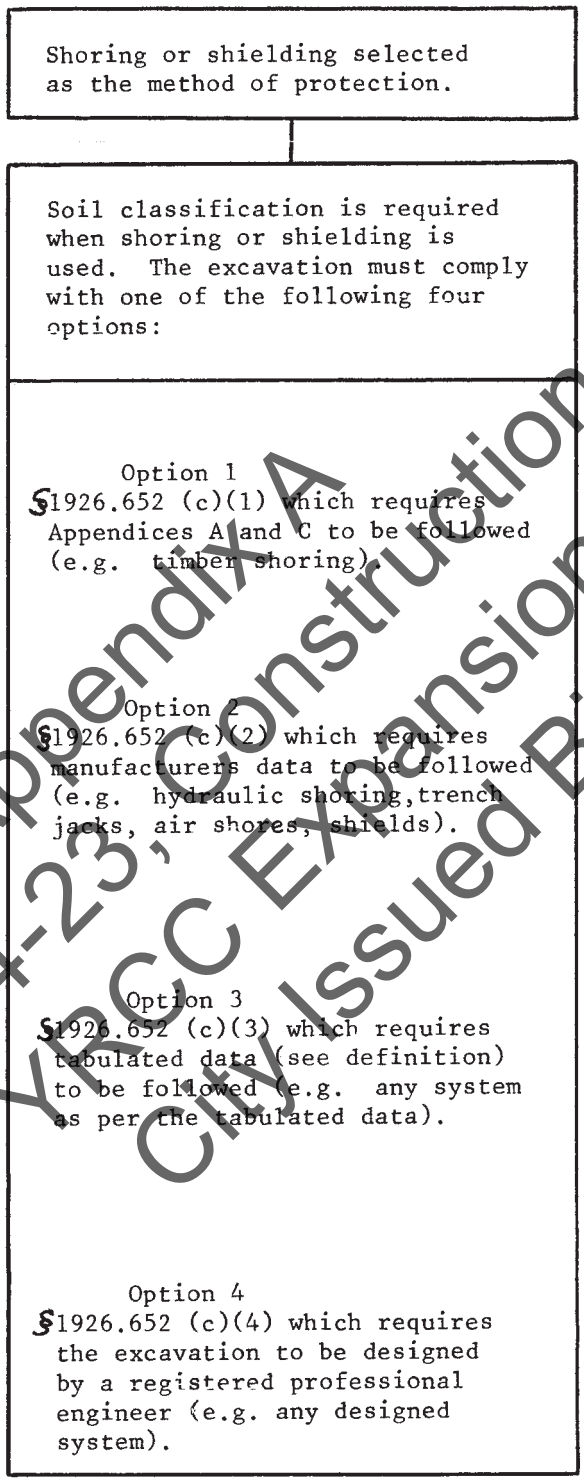

FIGURE 3 - SHORING AND SHIELDING OPTIONS

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END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.

2. Final completion procedures.

3. Final cleaning.

4. Repair of the Work.

B. Related Requirements:

1. Section 01 73 00 "Execution" for progress cleaning of Project site.

2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

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1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

5. Submit test/adjust/balance records.

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6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."

6. Advise Owner of changeover in heat and other utilities.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

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1. **Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.**

2. **Results of completed inspection will form the basis of requirements for final completion.**

1.7 FINAL COMPLETION PROCEDURES

A. **Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:**

1. **Submit a final Application for Payment according to Section 012900 "Payment Procedures."**

2. **Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.**

3. **Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.**

4. **Submit pest-control final inspection report.**

B. **Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.**

1. **Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.**

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. **Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.**

1. **Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.**

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2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:

   a. Project name.

   b. Date.

   c. Name of Architect.

   d. Name of Contractor.

   e. Page number.

4. Submit list of incomplete items in the following format:

   a. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

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C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 -PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 -EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

d. Remove tools, construction equipment, machinery, and surplus material from Project site.

e. Remove snow and ice to provide safe access to building.

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f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

h. Sweep concrete floors broom clean in unoccupied spaces.

i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

k. Remove labels that are not permanent.

l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

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D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

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END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.

2. Emergency manuals.

3. Operation manuals for systems, subsystems, and equipment.

4. Product maintenance manuals.

5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

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1. Architect will comment on whether content of operations and maintenance submittals are acceptable.

2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

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PART 2 -PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.

2. List of systems.

3. List of equipment.

4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.

2. Table of contents.

3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.

2. Name and address of Project.

3. Name and address of Owner.

4. Date of submittal.

5. Name and contact information for Contractor.

6. Name and contact information for Architect.

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7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.

8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf or post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

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3. **Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.**

4. **Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.**

5. **Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.**

   a. **If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.**

   b. **If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.**

2.3 EMERGENCY MANUALS

A. **Content: Organize manual into a separate section for each of the following:**

1. **Type of emergency.**

2. **Emergency instructions.**

3. **Emergency procedures.**

B. **Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:**

1. **Fire.**

2. **Flood.**

3. **Gas leak.**

4. **Water leak.**

5. **Power failure.**

6. **Water outage.**

7. **System, subsystem, or equipment failure.**

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8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.

2. Shutdown instructions for each type of emergency.

3. Operating instructions for conditions outside normal operating limits.

4. Required sequences for electric or electronic systems.

5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.

2. Performance and design criteria if Contractor has delegated design responsibility.

3. Operating standards.

4. Operating procedures.

5. Operating logs.

6. Wiring diagrams.

7. Control diagrams.

8. Piped system diagrams.

9. Precautions against improper use.

10. License requirements including inspection and renewal dates.

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B. Descriptions: Include the following:

1. **Product name and model number. Use designations for products indicated on Contract Documents.**
2. **Manufacturer's name.**
3. **Equipment identification with serial number of each component.**
4. **Equipment function.**
5. **Operating characteristics.**
6. **Limiting conditions.**
7. **Performance curves.**
8. **Engineering data and tests.**
9. **Complete nomenclature and number of replacement parts.**

C. Operating Procedures: Include the following, as applicable:

1. **Startup procedures.**
2. **Equipment or system break-in procedures.**
3. **Routine and normal operating instructions.**
4. **Regulation and control procedures.**
5. **Instructions on stopping.**
6. **Normal shutdown instructions.**
7. **Seasonal and weekend operating instructions.**
8. **Required sequences for electric or electronic systems.**
9. **Special operating instructions and procedures.**

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

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E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.

2. Manufacturer's name.

3. Color, pattern, and texture.

4. Material and chemical composition.

5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.

2. Types of cleaning agents to be used and methods of cleaning.

3. List of cleaning agents and methods of cleaning detrimental to product.

4. Schedule for routine cleaning and maintenance.

5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

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F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

3. Identification and nomenclature of parts and components.

4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.

2. Troubleshooting guide.

3. Precautions against improper maintenance.

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4. Disassembly; component removal, repair, and replacement; and reassembly instructions.

5. Aligning, adjusting, and checking instructions.

6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.

2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

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PART 3 -EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. **Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.**

D. **Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.**

1. **Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.**

2. **Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.**

E. **Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.**

1. **Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.**

F. **Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.**

1. **Do not use original project record documents as part of operation and maintenance manuals.**

2. **Comply with requirements of newly prepared record Drawings in Section 01 78 39 "Project Record Documents."**

G. **Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.**

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END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.

2. Record Specifications.

3. Record Product Data.

4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 73 00 "Execution" for final property survey.

2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.

3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

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1) Submit one paper-copy set(s) of marked-up record prints.

2) Architect will indicate whether general scope of changes, and additional information recorded are acceptable.

b. Final Submittal:

1) Submit one paper-copy set of marked-up record prints.

2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

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PART 2 -PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

b. Accurately record information in an acceptable drawing technique.

c. Record data as soon as possible after obtaining it.

d. Record and check the markup before enclosing concealed installations.

e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.

b. Revisions to details shown on Drawings.

c. Depths of foundations below first floor.

d. Locations and depths of underground utilities.

e. Revisions to routing of piping and conduits.

f. Revisions to electrical circuitry.

g. Actual equipment locations.

h. Duct size and routing.

i. Locations of concealed internal utilities.

j. Changes made by Change Order or Construction Change Directive.

k. Changes made following Architect's written orders.

l. Details not on the original Contract Drawings.

m. Field records for variable and concealed conditions.

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n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Identification: As follows:

a. Project name.

b. Date.

c. Designation "PROJECT RECORD DRAWINGS."

d. Name of Architect.

e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

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2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.

5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as paper copy.

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1. **Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.**

PART 3 -EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

C. Furnish Architect with initial record document submission within 30 days of completion of construction. Architect will review initial submission and return with corrections. After receiving final corrected submission, Contractor shall furnish City of Fayetteville, Facility Mgt. Division with one set of hard copy documents containing record drawing and specifications and TWO electronic copies on separate USB Drives.

END OF SECTION

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SECTION 01 79 00

MINIMUM OWNER TRAINING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section is intended to clearly define the requirements for Owner Training. If other sections within the contract documents contain owner training requirements, the most stringent requirements shall supersede.

B. The term "Owner Training" shall encompass both "demonstration" and "training" as outlined in this specification section and throughout the project.

C. The Commissioning Agent will be responsible for reviewing and approving all Owner Training for commissioned systems. Non-commissioned systems will be reviewed and approved by the Architect/Engineer.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them.

1.3 GENERAL

A. The GC/CM shall coordinate the Owner Training. Owner Training shall be completed according the requirements outlined within this and other specification sections within the contract documents.

1.4 APPLICABLE EQUIPMENT AND SYSTEMS

A. At a minimum, Contractor shall provide training on all systems including, but not limited to, the following (as applicable to the Project):

1. Architectural finishes

2. Heating, Ventilating and Air Conditioning equipment; Packaged Rooftop air conditioning units, Air terminal units, Electronic room air conditioning units, Split system air conditioners, Heating terminal units, Fans, etc.

3. Building Automation System

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4. **Electrical System; including Normal and Emergency Power service and distribution equipment as well as interior and exterior lighting and associated controls**

5. **Pluming System; including Water Heaters, Circulation Pumps, etc.**

6. **Life Safety Systems; including Fire Alarm, Voice Annunciation, Fire Suppression, Smoke Control/Evacuation, etc.**

7. **Low Voltage Systems; including Wired and Wireless Networks, Public Address, Audio and Visual Equipment, etc.**

8. **Security Systems; including access control, video monitoring, Intrusion Detection Systems, Emergency Responder Radio, Area of rescue Assistance System, etc.**

9. **Conveyance System; including Elevators**

10. **Communications Systems; Audio Visual Systems, CATV Distribution System**

11. **Fire Suppression Systems; Preauction Suppression Systems, Sprinkler Systems, etc.**

1.5 SUBMITTALS

A. Training Plan: At least 30 days prior to the start of Owner Training, the GC/CM shall provide the training plan to the Architect, Owner and Commissioning Agent for review and approval. The GC/CM shall revise and resubmit until acceptable. The Training Plan shall include the following at a minimum:

1. **Overall schedule showing all Owner Training sessions.**

2. **Include at least the following for each training session:**

   a. **Identification, date, time, and duration.**

   b. **Description of products and/or systems to be covered.**

   c. **List of all subjects to be covered. See training session requirements located in section 3.2.**

   d. **Name of firm and person conducting training; include qualifications.**

   e. **Intended audience, such as job description.**

   f. **Objectives of training and suggested methods of ensuring adequate training.**

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g. **Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.**

h. **Media to be used, such as slides, hand-outs, etc.**

i. **Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.**

j. **Sample attendance record.**

k. **Sample Owner Training Evaluation Forms. Custom forms shall be created for each equipment system to ensure key learning objectives have been achieved.**

B. Training Manuals: The GC/CM shall provide a training manual for each attendee; allow for minimum of two (2) attendees per training session.

1. **Include applicable portion of O&M manuals.**

2. **Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.**

3. **Provide one (1) extra copy of each training manual to be included with operation and maintenance data.**

C. Scheduling – The GC/CM shall coordinate with the Architect, Owner and Commissioning Agent on the date(s) of Owner Training and shall provide at least 14 days' notice prior to training.

D. Training Reports:

1. **Identification of each training session, date, time, and duration.**

2. **Sign-in sheet showing names and job titles of attendees.**

3. **List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.**

4. **Completed Owner Training Evaluation Forms**

E. Video Recordings: Submit digital video recording of all Owner Training for Owner's subsequent use.

1. **Format: DVD Disc and Electronic Format**

2. **Label each disc and container with session identification and date.**

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3. Training video shall be broken up, edited, and labeled for each piece of equipment and/or training session.

4. Electronic Copies shall be included in the Close-Out documentation.

1.6 QUALITY ASSURANCE

A. Instructor Qualifications: Factory authorized and trained individual who is familiar with the design, operation, maintenance and troubleshooting of the relevant products and systems.

1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.

2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner and Commissioning Agent and satisfy all other requirements of this specification.

B. Demonstrations conducted during Functional Performance Testing need not be repeated unless Owner personnel require additional information.

C. Demonstration may be combined with training sessions if applicable.

D. Dynamic Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.

1. Perform demonstrations not less than two (2) weeks prior to Substantial Completion.

2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six (6) months.

E. Static Equipment or Systems: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.

1. Perform demonstrations not less than two (2) weeks prior to Substantial Completion.

3.2 TRAINING - GENERAL

A. GC/CM will prepare the Training Plan based on draft plans submitted.

B. Conduct Owner Training on-site unless otherwise indicated.

C. Owner will provide classroom and seating at no cost to Contractor.

D. Where applicable, do not start Owner Training until Functional Performance Testing is complete, unless otherwise specified or approved by the Commissioning Authority.

E. Each training session shall cover the following topics at a minimum:

1. Basis of Design and Operational Requirements including but not limited to:

a. General systems and equipment description and function

b. Performance and design criteria

c. Operational parameters including setpoints, schedules, etc.

d. Limiting conditions including safeties, interlocks, alarms, etc.

e. Location of all control devices including sensors, actuators, controllers, etc.

2. Review of project documents including but not limited to:

a. Location of turnover documents within the facility

b. Location of equipment and systems within facility

c. As-Built project record drawings

d. O&M Manuals

e. Recommended maintenance forms and checklists

f. Troubleshooting guides and decision trees

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g. Warranty information and maintenance agreements

3. Normal Operation

a. Startup process and procedures

b. Normal shutdown process and procedures

c. Normal operating instructions

d. As-built control sequences for all modes of operation

e. As-built setpoints and schedules

f. Safety procedures

g. Seasonal, weekend and holiday operating instructions

4. Emergency Operation

a. Explanation of warnings, alarms, trouble indicators and error messages

b. Emergency shutdown process and procedures

c. Non-normal operation instructions for operating outside normal limits, including failure of components, sensors or subsystems

d. Safety procedures

5. Maintenance and Adjustments

a. Alignments and adjustments

b. Noise and vibration

c. Routine cleaning and inspections, including frequency, materials and tools required

d. Preventative maintenance activities and frequency, including checklists, materials and tools required

6. Troubleshooting and Repairs

a. Identification and diagnostic instructions

b. Test and inspection procedures

c. Disassembly instructions, including removal and replacement

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d. Repair instructions

e. Identification of parts and components

f. Review of attic stock and recommended spare parts

3.3 Minimum Training Hours

A. The total minimum owner training hours required for each system/equipment are identified below. If the contractor believes hours are insufficient, additional time shall be included in the project to ensure sufficient understanding of all operation and maintenance requirements of equipment and systems.

EQUIPMENT/SYSTEM TYPE	SPECIFICATION SECTION	MINIMUM TRAINING HOURS
HVAC SYSTEMS		
Split Systems Air Conditioners	23 81 26	2
VRV System	13 81 29	2
Fans	23 34 00	2
Duct Heater	23 82 43	1
Electronic Heaters	23 82 46	1
Radiant Heaters	23 81 16	1
PLUMBING SYSTEMS		
Domestic Water Heater	22 30 00	2
Circulation Pump (If applicable)	22 30 00	1
Plumbing Fixture Controls	22 05 00	1
ELECTRICAL SYSTEMS		
Switchboards and Panelboards	26 24 16	3
Transformers	26 22 13	3
Disconnects	26 05 02	3
Lighting Controls System	26 09 43	2
LIFE SAFETY SYSTEMS		
Fire Pump	21 05 00	1
Addressable Fire Alarm System	28 31 00	2
Emergency Radio System (If applicable)	28 53 20	2
SECURITY SYSTEMS		
Access Control System (If applicable)	28 13 00	2
Video Surveillance System (If applicable)	28 23 00	2
LOW VOLTAGE SYSTEMS		

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Wireless IT Network	27 05 00	3
CATV Distribution Systems (If applicable)	27 41 40	2
Audio Visual Systems (If applicable)	27 41 40	3

3.4 SCHEDULING

A. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.

B. No single training session may last more than 90 minutes without a minimum of a 15-minute break between sessions.

C. No more than seven (7) hours of training may be completed in a single day.

D. Total training hours identified above are intended to be utilized throughout the one-year warranty period as outlined below. Contractor shall plan training time according to enable onsite support at a minimum of each point:

1. Initial owner training at turnover.

2. Three to six (3-6) months after turnover or at first major preventative maintenance cycle to answer questions and re-train on specific items as necessary.

3. Participate at the 10-month warranty review or prior to completion of the 1-year warranty to answer any remaining questions and ensure sufficient knowledge on operation of equipment.

3.5 VIDEO RECORDING

A. Video recording of all Owner Training shall comply with the following requirements:

1. Video recording shall be done on a device specifically intended for this purpose. Tripods or other stabilizing devices shall be used to ensure a stable, high quality video.

2. Remote microphones shall be utilized to ensure high quality audio and understanding of trainer.

3. Ensure sufficient lighting is provided to observe instructor and all components being trained on.

B. Any of the following will result in rejection of the training video and require re-

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training at no additional cost to the owner or count against the minimum hours listed above:

1. **Use of cellular phones or tablets.**

2. **Use of video cameras without tripods or other stabilizing devices.**

3. **Poor audio quality due to not using remote microphones or excessive ambient noise.**

4. **Poor lighting resulting in inability to clearly see equipment or components.**

3.6 Training Acceptance

A. The Commissioning Agent and/or Architect will review all Owner Training with the Owner's operating personnel and determine if training provided was satisfactory. If training is determined to be insufficient to ensure proper operation and maintenance, additional training will be provided by the contractor a no cost to the owner.

B. Training will not be deemed acceptable until the following have been completed:

1. **Training plan has been approved.**

2. **All required turnover documents have been received (O&M Manuals, As-Builts, etc.)**

3. **Training manuals have been approved.**

4. **Training reports have been approved**

5. **Video Recordings have been approved.**

6. **Owner competence has been confirmed.**

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END OF SECTION

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SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Cleaning site of debris, grass, trees, and other plant life in preparation for site or structure earthwork.

B. Protection of existing structures, trees, or vegetation that are indicated in Contract Documents to remain.

C. Stripping topsoil from areas that are to be incorporated into limits of project or as otherwise indicated on Construction Drawings.

D. Remove architectural, structural, plumbing, [fire protection,] mechanical and electrical materials and equipment as indicated or required for new construction.

E. Sawcut and remove concrete for drains, plumbing piping, and where necessary to prepare for subsequent work.

F. Remove materials from site, and dispose of legally.

G. Disconnect, remove, cap and identify utilities for later reconnection.

H. Removal, protection, and delivery of items designated as Owner's salvage to location on site as directed by Owner.

I. Removal, protection, and storage of items designated to be reused.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Construction Drawings.

B. Cutting of non-structural concrete floors and ceiling for piping, ducts, and conduit is included with work of respective mechanical and electrical specifications sections; Divisions 22, 23, and 26.

C. Relocation of pipes, ducts, conduits, other mechanical and electrical work; Divisions 22, 23, 26, and 33.

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1.3 SUBMITTALS: Comply with Section 01 33 00 Submittals and Substitutions.

A. Before commencing selective demolition work, submit for review and approval of the Architect, a schedule showing the commencement, order, and completion dates for the various parts of this work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise protection.

B. Before starting any work relating to existing utilities that will temporarily discontinue service to adjacent buildings, notify the Architect / Owner 72 hours in advance and obtain approval before proceeding with work. Do not disconnect or disrupt service without Architect's prior approval.

1.4 PROJECT CONDITIONS:

A. In the event demolition operations are not part of the project and existing site conditions have changed after Contractor has performed his site evaluation, consult Architect prior to starting work.

B. Salvageable Items:

1. Salvage items as indicated. Store at location on-site as directed by Owner.

2. Items indicated to be removed, and not designated for Owner's salvage or for reuse, may be salvaged by the Contractor. Transport salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.

C. Protections:

1. Provide protective measures as required to protect personnel and general public from injury due to selective demolition work.

2. Provide adequate fire protection in accordance with local Fire Department requirements.

D. Damages: Promptly repair, to the satisfaction of the Architect, damages caused to contents by demolition work or due to insufficiency of protection provided, at no cost to Owner. Replace damaged work, as directed by the Architect, if not satisfactory.

E. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

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F. Explosives: Use of explosives will not be permitted.

G. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practicable level. Comply with governing regulations pertaining to environmental protection.

PART 2 - PRODUCTS

2.1 OFF-SITE MATERIALS.

A. Off-site materials shall be transported to project using well maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading, or pumping.

PART 3 - EXECUTION

3.1 PREPARATION:

A. Locate and identify existing utilities that are to remain and protect from damage.

B. Protect trees, plant growth, and features designated to remain as part of final landscaping. Install orange construction fence around the drip edge of existing trees designated to remain as identified on the drawings.

C. Conduct operations with minimum interferences to public or private accesses and facilities. Maintain ingress and egress at all times and clean or sweep roadways daily as required by governing authority. Provide dust control with sprinkling systems or equipment.

D. Provide traffic control as required.

3.2 PROTECTION:

A. Protect existing materials, appurtenances and equipment which are not to be demolished. Existing materials, appurtenances and equipment, building exterior and interior, and landscaping altered or damaged during demolition work shall be repaired or replaced by the Contractor to match existing undisturbed conditions at no additional cost to the Owner.

B. Prevent movement of structure; provide bracing and shoring as required.

C. Provide and maintain temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and

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installation of new construction to ensure that no water leakage or damage, or wind damage occurs to structure or interior areas of existing building.

D. Maintain path of travel for debris removal dust free and clean at all times.

E. Maintain ventilation system dust free at all times.

F. Cover and protect windows and walls that are adjacent to areas to be demolished.

G. Provide protective measures as required to protect personnel and general public from injury due to selective demolition work.

3.3 SALVAGING AND RECYCLING DEMOLISHED MATERIALS:

A. General: Separate recyclable demolished materials from other demolished materials to the maximum extent possible. Separate recyclable materials by type.

B. Indicate anticipated types and quantities of materials to be salvaged, recycled, and disposed of. Indicate quantities by weight or volume, but use same units of measure throughout.

C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling building demolition materials shall be accrue to the Contractor.

D. Coordinate with Owner salvage materials to be reused by Owner.

3.4 DISPOSAL DEMOTION MATERIALS:

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain on Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA approved landfill.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

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3.5 CLEANING:

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operation began.

END OF SECTION

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SECTION 031000

CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Form-facing material for cast-in-place concrete.

1.2 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Waterstops.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.
   a. For architectural concrete specified in Section 033300 "Architectural Concrete," limit deflection of form-facing material, studs, and walers to 0.0025 times their respective clear spans (L/400).

2.2 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:

1. Provide continuous, true, and smooth concrete surfaces.
2. Furnish in largest practicable sizes to minimize number of joints.
3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
   a. Plywood, metal, or other approved panel materials.

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B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.

1. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 WATERSTOPS

A. Flexible Rubber Waterstops: U.S. Army Corps of Engineers CRD-C 513, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints, with factory fabricate corners, intersections, and directional changes.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
   a. Williams Products, Inc.
2. Profile: Flat dumbbell with center bulb.
3. Dimensions: 4 inches by 3/16 inch thick ; nontapered.

B. Flexible PVC Waterstops: U.S. Army Corps of Engineers CRD-C 572, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints, with factory fabricate corners, intersections, and directional changes.

1. Manufacturers: Subject to compliance with requirements, undefined.
   a. BoMetals, Inc.
   b. Sika Corporation.
   c. Vinylex Waterstop & Accessories.
2. Profile: Flat dumbbell with center bulb.
3. Dimensions: 4 inches by 3/16 inch thick ; nontapered.

2.4 RELATED MATERIALS

A. Reglets: Fabricate reglets of not less than 0.022-inch- thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

B. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

E. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
2. Form release agent for form liners shall be acceptable to form liner manufacturer.

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F. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

A. Comply with ACI 301.

B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes .

C. Limit concrete surface irregularities as follows:

1. Where concrete is concealed by earth: Surface Finish-1.0: ACI 117 Class D, 1 inch.
2. Where concrete is exposed to view with no other surfaces: Surface Finish-2.0: ACI 117 Class B,1/4 inch.
3. Surface Finish-3.0: ACI 117 Class A, 1/8 inch.

D. Construct forms tight enough to prevent loss of concrete mortar.

1. Minimize joints.
2. Exposed Concrete: Symmetrically align joints in forms.

E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.

1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
3. Install keyways, reglets, recesses, and other accessories, for easy removal.

F. Do not use rust-stained, steel, form-facing material.

G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.

1. Provide and secure units to support screed strips.
2. Use strike-off templates or compacting-type screeds.

H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.

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1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
2. Locate temporary openings in forms at inconspicuous locations.

I. Chamfer exterior corners and edges of permanently exposed concrete.

J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.

K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.

1. Determine sizes and locations from trades providing such items.
2. Obtain written approval of Architect prior to forming openings not indicated on Drawings.

L. Construction and Movement Joints:

1. Construct joints true to line with faces perpendicular to surface plane of concrete.
2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
3. Place joints perpendicular to main reinforcement.
4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
   a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls as indicated on Drawings.
   a. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.

1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.

N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.

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1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
4. Install dovetail anchor slots in concrete structures, as indicated on Drawings.
5. Clean embedded items immediately prior to concrete placement.

3.3 INSTALLATION OF WATERSTOPS

A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm.

1. Install in longest lengths practicable.
2. Locate waterstops in center of joint unless otherwise indicated on Drawings.
3. Allow clearance between waterstop and reinforcing steel of not less than 2 times the largest concrete aggregate size specified in Section 033000 "Cast-In-Place Concrete."
4. Secure waterstops in correct position at 12 inches on center.
5. Field fabricate joints in accordance with manufacturer's instructions using heat welding.
   a. Miter corners, intersections, and directional changes in waterstops.
   b. Align center bulbs.
6. Clean waterstops immediately prior to placement of concrete.
7. Support and protect exposed waterstops during progress of the Work.

3.4 SHORING AND RESHORING INSTALLATION

A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.

1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.

B. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

END OF SECTION 031000

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SECTION 032000

CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.

1.2 ACTION SUBMITTALS

A. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.
2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60 , deformed.

2.2 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.

1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
   a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.

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B. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.

1. Finish: Plain.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:

1. Do not cut or puncture vapor retarder.
2. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Splices: Lap splices as indicated on Drawings.

1. Bars indicated to be continuous, and all vertical bars shall be lapped as indicated on Drawings..
2. Stagger splices in accordance with ACI 318.

3.3 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

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1. Place joints perpendicular to main reinforcement.
2. Continue reinforcement across construction joints unless otherwise indicated.
3. Do not continue reinforcement through sides of strip placements of floors and slabs.

3.4 INSTALLATION TOLERANCES

A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Steel-reinforcement placement.

END OF SECTION 032000

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SECTION 033000

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: fly ash, and other pozzolans materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Aggregates.
4. Admixtures:
   a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
5. Vapor retarders.
6. Liquid floor treatments.
7. Curing materials.
8. Joint fillers.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.

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2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
10. Intended placement method.
11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Vapor retarders.
5. Joint-filler strips.

B. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.
3. Aggregates.
4. Admixtures:

C. Field quality-control reports.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301.

1.6 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1.

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PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: As noted on Drawings.
2. Fly Ash: ASTM C618, Class C or F.

B. Normal-Weight Aggregates: ASTM C33/C33M, coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 1 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C260/C260M.

D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride .

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

E. Water and Water Used to Make Ice: ASTM C94/C94M, potable

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2.3 VAPOR RETARDERS

A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A; not less than 15 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. Barrier One, Inc.
   b. Barrier-Bac; Inteplast Group.
   c. Fortifiber Building Systems Group.
   d. ISI Building Products.
   e. Poly-America, L.P.
   f. Raven Industries, Inc.

g. Reef Industries, Inc.
h. Stego Industries, LLC.
i. Tex-Trude.
j. Trim-A-Slab.
k. W.R. Meadows, Inc.

2.4 LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
a. ChemMasters, Inc.
b. ChemTec International.
c. Concrete Sealers USA.
d. Curecrete Distribution Inc.
e. Dayton Superior.
f. Euclid Chemical Company (The), an RPM company.
g. Kaufman Products, Inc.
h. Laticrete International, Inc.
i. Master Builders Solutions.
j. NewLook International, Inc.
k. Nox-Crete Products Group.
l. Penetron USA.
m. PROSOCO, Inc.
n. SIMAK.
o. Solomon Colors Inc.
p. SpecChem, LLC.
q. Specialty Products Group.
r. US SPEC, Division of US MIX Company.
s. V-Seal Concrete Sealers & Specialty Coatings.
t. Vexcon Chemicals Inc.
u. W.R. Meadows, Inc.

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2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:
a. Ambient Temperature Below 50 deg F: Black.
b. Ambient Temperature between 50 deg F and 85 deg F: Any color.
c. Ambient Temperature Above 85 deg F: White.

C. Water: Potable or complying with ASTM C1602/C1602M.

2.6 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber .

B. Floor Slab Protective Covering: Eight-feet- wide cellulose fabric.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. McTech Group, Inc.

2.7 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use water-reducing,high-range water-reducing,or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

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2.8 CONCRETE MIXTURES

A. Class : Normal-weight concrete used for footings and foundation walls.

1. Exposure Class: ACI 318 F1 S0 W0 C0 .
2. Minimum Compressive Strength: As indicated at 28 days.
3. Maximum w/cm: As indicated on drawings
4. Slump Limit: 5 inches maximum .
5. Limit water-soluble, chloride-ion content in hardened concrete to 1.00 percent by weight of cement.

B. Class : Normal-weight concrete used for slab-on-ground.

1. Exposure Class: ACI 318 F0 S0 W0 C0 .
2. Minimum Compressive Strength: As indicated at 28 days.
3. Maximum w/cm: 0.50 .

4. Slump Limit: 5 inches, maximum .
5. Limit water-soluble, chloride-ion content in hardened concrete to 1.00 percent by weight of cement.

2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and ASTM C1116/C1116M, and furnish batch ticket information including water withheld at the plant and water added at the site.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.2 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.

1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
2. Face laps away from exposed direction of concrete pour.
3. Lap vapor retarder over footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
4. Lap joints 6 inches and seal with manufacturer's recommended tape.
5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
7. Protect vapor retarder during placement of reinforcement and concrete.
    a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.

3.3 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

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1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.
2. Place joints perpendicular to main reinforcement.
   a. Continue reinforcement across construction joints unless otherwise indicated.
   b. Do not continue reinforcement through sides of strip placements of floors and slabs.
3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls as indicated on Drawings . Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

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3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
    a. Do not use vibrators to transport concrete inside forms.
    b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
    c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

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3.5 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
    a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
    b. Remove projections larger than 1 inch.
    c. Tie holes do not require patching.
    d. Surface Tolerance: ACI 117 Class D.
    e. Apply to concrete surfaces not exposed to public view .
2. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
    a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
    b. Remove projections larger than 1/4 inch.
    c. Patch tie holes.
    d. Surface Tolerance: ACI 117 Class B.
    e. Locations: Apply to concrete surfaces exposed to public view, .
3. ACI 301 Surface Finish SF-3.0:

a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
b. Remove projections larger than 1/8 inch.
c. Patch tie holes.
d. Surface Tolerance: ACI 117 Class A.
e. Locations: Apply to concrete surfaces exposed to public view, or to be covered with a coating or covering material applied directly to concrete .

B. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.6 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish:

1. While still plastic, texture concrete surface that has been screeded and bull-floated or darbied.
2. Use stiff brushes, brooms, or rakes to produce a profile depth of 1/4 inch in one direction.
3. Apply scratch finish to surfaces to receive concrete floor toppings .

C. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.
3. Apply float finish to surfaces to receive trowel finish and .

D. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system .

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7. Finish and measure surface, so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed tolerance specified by Architect .

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated on Drawings . While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.

1. Coordinate required final finish with Architect before application.
2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Architect before application.

3.7 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases As indicated on drawings in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Minimum Compressive Strength: As indicated at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices.
   a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   b. Cast anchor-bolt insert into bases.
   c. Install anchor bolts to elevations required for proper attachment to supported equipment.

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3.8 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
   a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
   b. Continuous Sprinkling: Maintain concrete surface continuously wet.
   c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
   d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
   e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
      1) Recoat areas subject to heavy rainfall within three hours after initial application.
      2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

1. Begin curing immediately after finishing concrete.
2. Interior Concrete Floors:
   a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:
      1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
         a) Lap edges and ends of absorptive cover not less than 12-inches.
         b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
      2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.
         a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
         b) Cure for not less than seven days.

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3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
   a) Water.
   b) Continuous water-fog spray.

b. Floors to Receive Penetrating Liquid Floor Treatments: Contractor has option of the following:
   1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
      a) Lap edges and ends of absorptive cover not less than 12 inches.
      b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
   2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.
      a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
      b) Cure for not less than seven days.
   3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
      a) Water.
      b) Continuous water-fog spray.

c. Floors to Receive Polished Finish: Contractor has option of the following:
   1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
      a) Lap edges and ends of absorptive cover not less than 12 inches.
      b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
   2) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
      a) Water.
      b) Continuous water-fog spray.

d. Floors to Receive Chemical Stain:
   1) As soon as concrete has sufficient set to permit application without marring concrete surface, install curing paper over entire area of floor.

e. Floors to Receive Urethane Flooring:
   1) As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
   2) Rewet absorptive cover, and cover immediately with polyethylene moisture-retaining cover with edges lapped 6 inches and sealed in place.
   3) Secure polyethylene moisture-retaining cover in place to prohibit air from circulating under polyethylene moisture-retaining cover.
   4) Leave absorptive cover and polyethylene moisture-retaining cover in place for duration of curing period, but not less than 28 days.

f. Floors to Receive Curing Compound:

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1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Maintain continuity of coating, and repair damage during curing period.
4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

g. Floors to Receive Curing and Sealing Compound:
1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

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3.9 TOLERANCES

A. Conform to ACI 117.

3.10 APPLICATION OF LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment in accordance with manufacturer's written instructions.

1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
2. See manufacturer recommendations for concrete age required before application. .
3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing.
4. Rinse with water, remove excess material until surface is dry.
5. Apply a second coat in a similar manner if surface is rough or porous.

B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller in accordance with manufacturer's written instructions.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
2. Testing agency shall immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.

3. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
    a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
        1) Project name.
        2) Name of testing agency.
        3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
        4) Name of concrete manufacturer.
        5) Date and time of inspection, sampling, and field testing.
        6) Date and time of concrete placement.
        7) Location in Work of concrete represented by samples.
        8) Date and time sample was obtained.
        9) Truck and batch ticket numbers.
        10) Design compressive strength at 28 days.
        11) Concrete mixture designation, proportions, and materials.
        12) Field test results.
        13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
        14) Type of fracture and compressive break strengths at seven days and 28 days.

B. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

C. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by Architect.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C143/C143M:
    a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    b. Perform additional tests when concrete consistency appears to change.
3. Slump Flow: ASTM C1611/C1611M:

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a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests when concrete consistency appears to change.

4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete; .
   a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C1064/C1064M:
   a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
6. Compression Test Specimens: ASTM C31/C31M:
   a. Cast and laboratory cure two sets of three 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
   b. Cast, initial cure, and field cure two sets of three standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C39/C39M.
   a. Test one set of two laboratory-cured specimens at seven days and one of two specimens at 28 days.
   b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests:
    a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
    b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.
       1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 section 1.6.6.3.
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

E. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 48 hours of completion of floor finishing and promptly report test results to Architect.

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3.12 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using Floor Slab Protective Covering.

END OF SECTION 0330

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SECTION 03 35 10

POLISHED CONCRETE FINISHING

1. GENERAL

1.1 SUMMARY: Polished concrete, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Cast-In-Place Concrete; Section 03 30 01.

B. Joint Sealants; Section 07 92 00.

1.3 REFERENCES:

A. American Concrete Institute (ACI):

1. ACI 302.1R Guide for Concrete Floor and Slab Construction.

B. ASTM International:

1. ASTM C309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

2. ASTM C171 Standard Specification for Sheet Materials for Curing Concrete.

3. ASTM C779 Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces.

C. Reunion Internationale des Laboratoires D'Essais et de Recherches sur les Materiaux et les Constructions (RILEM):

1. Rilem Test Method 11.4 Standard Measurement of Reduction of Moisture Penetration Through Horizontal Concrete Surfaces.

D. National Floor Safety Institute (NFSI):

1. NFSI Test Method 101-A Standard for Evaluating High-Traction Flooring Materials, Coatings, and Finishes.

1.4 SYSTEM DESCRIPTION:

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A. Performance Requirements: Provide polished flooring that has been selected, manufactured and installed to achieve the following:

1. Abrasion Resistance: ASTM C779, Method A, high resistance, no more than 0.008 inch wear in 30 minutes.

2. Reflectivity: Increase of 35% as determined by standard gloss meter.

3. Waterproof Properties: Rilem Test Method 11.4, 70% or greater reduction in absorption.

4. High Traction Rating: NFSI 101-A, non-slip properties.

B. Design Requirements:

1. Hardened Concrete Properties:

a. Minimum Concrete Compressive Strength: 3500 psi.
b. Normal Weight Concrete: No lightweight aggregate.
c. Non-air entrained.

2. Placement Properties:

a. Natural concrete slump of 4 1/2 inches - 5 inches. Admixtures may be used.
b. Flatness Requirements:
1) Overall FF 40.
2) Local FF 20.

3. Hard-Steel Troweled (3 passes) Concrete: No burn marks. Finish to ACI 302.1R, Class 5 floor.

4. Curing Options:

a. Membrane forming curing compounds (ASTM C309, Type 2, Class B, all resin, dissipating cure).
1) Acrylic curing and sealing compounds not recommended.
b. Sheet membrane (ASTM C171); polyethylene film not recommended.
c. Damp Curing: Seven day cure.

1.5 SUBMITTALS: Comply with Section 01 33 00.

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A. Action Submittals:

1. Shop Drawings: Indicate information on shop drawings as follows:

a. Typical layout including dimensions and floor grinding schedule.
b. Plan view of floor and joint pattern layout.
c. Hardener, sealer, densifier in notes.

2. Product Data: Submit product data, including manufacturer's technical data sheets, for specified products.

a. Preparation and concrete grinding procedures.

B. Informational Submittals:

1. Quality Assurance:

a. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties as cited in 1.4 Performance Requirements.
b. Certificates:
1) Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
2) Letter of certification from the National Floor Safety Institute confirming the system has been tested and passed phase Two Level of certification when tested by Method 101-A.
3) Current contractor's certificate signed by manufacturer declaring contractor as an approved installer of polishing system.
c. Manufacturer's Instructions: Manufacturer's installation instructions.

2. Closeout Submittals:

a. Warranty: Submit warranty documents specified.
b. Maintenance Data: Submit maintenance data for installed product.
1) Manufacturer's instructions on maintenance renewal of applied treatments.
2) Protocols and product specifications for joint filing, crack repair and/or surface repair.

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C. Qualifications:

1. Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.

2. Installer trained and holding current certification for FGS PermaShine installation.

2. Manufacturer Qualifications:

a. Manufacturer capable of providing field service representation during construction and approving application method.

b. Ensure manufacturer has minimum five years experience in manufacturing components similar to or exceeding requirements of project.

c. Ensure concrete finishing components and materials are from single manufacturer.

D. Regulatory Requirements:

1. NFSI Test Method 101-A Phase Two Level High Traction Material.

E. Mock-Ups:

1. Mock-Up Size: 100 ft² ample panel at jobsite at location as directed under conditions similar to those which will exist during actual placement.

2. Mock-up will be used to judge workmanship, concrete substrate preparation, operation of equipment, material application and shine.

3. Allow 24 hours for inspection of mock-up before proceeding with work.

4. When accepted, mock-up will demonstrate minimum standard of quality required for this work. If approved by Architect, mock-up may remain as part of finished work. If not approved by Architect, remove mock-up and dispose of materials when no longer required and when directed by Architect.

F. Preinstallation Meetings: Conduct a preinstallation meeting to verify project requirements, manufacturer's installation instructions and manufacturer's warranty requirements. Review the following:

1. Environmental requirements.

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2. Scheduling and phasing of work.

3. Coordinating with other work and personnel.

4. Protection of adjacent surfaces.

5. Surface preparation.

6. Repair of defects and defective work prior to installation.

7. Cleaning.

8. Installation of polished floor finishes.

9. Application of liquid hardener, densifier.

10. Protection of finished surfaces after installation.

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1.6 DELIVERY, STORAGE & HANDLING:

A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

B. Delivery: Deliver materials in manufacturer's original packaging with identification labels and seals intact.

C. Storage and Protection:

1. Store materials protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.

2. Protect concrete slab.
   a. Protect from petroleum stains during construction.
   b. Diaper hydraulic power equipment.
   c. Restrict vehicular parking.
   d. Restrict use of pipe cutting machinery.
   e. Restrict placement of reinforcing steel on slab.
   f. Restrict use of acids or acidic detergents on slab.
   g. Restrict storage of metal supplies and containers directly on the surface during construction.
   h. Restrict the prolonged placement of treated lumber directly on the surface during construction.

1.7 SEQUENCING:

A. Sequence With Other Work: Comply with manufacturer's written recommendations for sequencing construction operations.

1.8 WARRANTY:

A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and does not limit, other rights Owner may have under Contract Documents.

PART 2 - PRODUCTS

1.1 PERFORMANCE REQUIREMENTS

A. General Emissions Evaluation: Products must be tested and determined compliant in accordance with California Department of Public Health (CDPH) Standard Method v1.1-2010, using the applicable exposure scenario. The Claims of compliance must also state the range of total VOCs after 14 days, measured as specified in CDPH Standard Method v1.1.

B. VOC content requirements for wet-applied products for Credit IEQ 4.3: For liquid floor treatments and curing and sealing compounds, in addition to meeting the general requirements for VOC emissions (above), on-site wet-applied products must not contain excessive levels of VOCs, for the health of installers and other trades workers who are exposed to these products. To demonstrate compliance, all adhesives and sealants must meet the applicable chemical content requirements of SCAQMD Rule 1168, July 1, 2005, Adhesive and Sealant Applications, as analyzed by the methods specified in Rule 1168. If a product cannot be reasonably be tested as specified above, testing of VOC content must comply with ASTM D2369-10; ISO 11890, Part 1; ASTM D6886-03; or ISO 11890-2. Methylene chloride and perchloroethylene may not be intentionally added in paints, coatings, adhesives, or sealants.

2.2 MANUFACTURER: L & M Construction Chemicals, Inc., or approved equal.

2.3 COMPONENTS:

A. Products/Systems:

1. Hardener, Sealer, Densifier: Proprietary, water based, odorless liquid, VOC compliant, environmentally safe chemical hardening solution leaving no surface film.

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a. FGS Hardener Plus.

3. Joint Filler: Semi-rigid, 2-component, self-leveling, 100% solids, rapid curing, polyurea control joint and crack filler with Shore A 80 or higher hardness.

a. Joint Tite 750.

4. Cleaning Solution: Proprietary, mild, highly concentrated liquid concrete cleaner and conditioner containing wetting and emulsifying agents; biodegradable, environmentally safe and certified High Traction by National Floor Safety Institute (NFSI).

a. FGS Concrete Conditioner.

4. Finish: Medium gloss (MG-2), 800 grit. Average size of exposed aggregate, 3/8".

2.4 SOURCE QUALITY CONTROL:

A. Ensure concrete finishing components and materials are from single manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION:

A. Site Verification of Conditions: Verify that concrete substrate conditions, which have been previously installed under other sections or contracts, are acceptable for product installation in accordance with manufacturer's instructions prior to installation of concrete finishing materials

B. Verify Concrete Slab Performance Requirements:

1. Verify concrete is cured to 28 days and at minimum strength (psi) as required by manufacturer and as approved on final shop drawings.

2. Verify concrete surfaces received a hard steel-trowel finish (3 passes) during placement.

C. Verify installation by manufacturer's certified installers.

3.2 PREPARATION:

A. Ensure surfaces are clean and free of dirt and other foreign matter harmful to performance of concrete finishing materials.

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B. **Examine surface to determine soundness of concrete for polishing.**

C. **Remove surface contamination.**

3.3 INSTALLATION: Comply with manufacturer's written data, including product technical bulletins, product catalog installation instructions, product carton installation instructions and manufacturer's technical data sheets; and final shop drawings.

A. **Floor Surface Polishing and Treatment:**

1. **Provide polished concrete floor treatment in entirety of slab indicated by drawings. Provide consistent finish in all contiguous areas.**

2. **Apply floor finish prior to installation of fixtures and accessories.**

3. **Diamond polish concrete floor surfaces with power disc machine recommended by floor finish manufacturer. Sequence with coarse to fine grit using dry method.**

a. **Comply with manufacturer's recommended polishing grits for each sequence to achieve desired finish level. Level of sheen shall match that of approved mock-up.**

b. **Expose aggregate in concrete surface only as determined by approved mock-up.**

c. **All concrete surfaces shall be as uniform in appearance as possible.**

4. **Apply FGS Hardener Plus, Hardener, Densifier As Follows:**

a. **First coat at 250 ft^2/gal.**

b. **Second coat at 350 ft^2/gal.**

c. **Follow manufacturer's recommendations for drying time between successive coats.**

5. **Remove defects and re-polish defective areas.**

6. **Finish edges of floor finish adjoining other materials in a clean and sharp manner.**

3.4 ADJUSTMENTS:

A. **Polish to higher gloss those areas not meeting specified gloss levels per mock-up.**

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B. Fill joints flush to surface.

3.5 FINAL CLEANING:

A. Mechanically scrub treated floors for seven days with soft to medium pads with approved cleaning solution.

B. Upon completion, General Contractor must remove surplus and excess materials, rubbish, tools and equipment.

3.6 PROTECTION:

A. Protect installed product from damage during construction.

B. Protect with EZ Cover™ by McTech Corp., or comparable product.

END OF SECTION

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SECTION 04 20 00

UNIT MASONRY

PART 1 - PRODUCTS

1.1 SUMMARY: Unit masonry assemblies, complete. Work includes:

B. Brick.
C. Rigid insulation.
D. Mortar and grout.
F. Masonry joint reinforcement.
G. Ties and anchors.
H. Embedded flashing.
I. Weepholes
J. Miscellaneous masonry accessories.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Furnishings of anchors attached or anchored to masonry; Section 03 30 00 and 05 50 00.

B.

C. Bituminous Dampproofing; Section 07 11 13.

D. Water Repellent Coating; Section 07 19 00.

E. Foamed-In-Place Insulation; Section 07 21 19, for masonry cell insulation.

F. Joint Sealants; Section 07 92 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Certification: Submit certification that each type of unit complies with specified requirements.

B. Product Data: Submit manufacturer's technical data and installation instructions for insulation material.

C. Shop Drawings: Submit expansion and control joint layout.

D. Samples:

1. Submit samples of brick units proposed for use for verification by Architect.

1.4 QUALITY ASSURANCE:

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A. Codes and Standards: Provide material and work complying with referenced codes, regulations and standards.

B. Manufacturer: Obtain each type of masonry unit from one manufacturer, cured by one process, and of uniform texture and color.

C. Fire-Rated Masonry: Wherever a fire-resistance classification is indicated or scheduled, comply with applicable requirements for materials and installation established by governing authorities.

D. Field Construction Mock-Ups: Prior to installation of masonry work, erect sample wall panels to verify selections made for color and textural characteristics, under sample submittals of masonry units and mortar, and to represent completed masonry work for qualities of appearance, materials and construction; build mock-ups to comply with the following requirements:

1. Locate mock-ups as directed by Architect.

2. Build mock-ups for each type of exposed unit masonry work, in sizes of approximately 6' long by 4' high by full thickness, including face and back-up wythes as well as accessories.

3. Obtain Architect's acceptance of visual qualities of mock-up before start of masonry work. Retain mock-up and use as quality standard until work is completed. When directed, demolish mock-ups and remove from site.

4. Use sample panels to test proposed cleaning procedures.

5. Use sample panels to test water repellent coating.

1.5 DELIVERY, STORAGE, AND HANDLING:

A. Deliver masonry materials to project in undamaged condition.

B. Store and handle masonry units to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion and other causes.

C. Store cementitious materials off ground, under cover and in dry location.

D. Store aggregates when grading and other required characteristics can be maintained.

E. Store masonry accessories including metal items to prevent deterioration by corrosion and accumulation of dirt.

1.6 PROJECT CONDITIONS:

A. Protect masonry materials during storage and construction from wetting by rain, snow or ground water and from soilage or intermixture with earth or other materials. Do not use metal

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reinforcing or ties having loose rust or other coatings, including ice, which will reduce or destroy bond.

B. During erection, cover top of wall with heavy waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.

C. Do not apply uniform floor or roof loading for at least 12 hours after building masonry walls or columns. Do not apply concentrated loads for at least 3 days after building masonry walls or columns.

D. Prevent grout or mortar from staining the face of masonry to be left exposed or painted. Immediately remove grout or mortar in contact with masonry. Protect sills, ledges and projections from droppings of mortar.

E. Do not lay masonry when the temperature of outside air is below 40ºF, unless means are provided to heat and maintain temperature of masonry materials and protect completed work from freezing. Protection shall consist of heating and maintaining temperature of masonry materials to at least 40°F, and maintaining an air temperature above 40°F on both sides of masonry at least 48 hours.

1.7 COORDINATION: Coordinate work with work of other trades, including foamed-in-place insulation.

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PART 2 - PRODUCTS

2.1 FACING BRICK:

A. ASTM A 216, Type FBX, Grade SW; Modular size brick and as required for special shapes and solids, as indicated.

1. Basis of Design: Yankee Hill; Face Brick; Color: Capital Iron Spot; Size: Modular. Texture: smooth. Item #: 17221
2. Acceptable Alternate: Endicott, Face Brick; Color: Dark Iron Spot; size: modular; Texture: Smooth

2.3 MORTAR AND GROUT MATERIALS:

A. Portland Cement: ASTM C150 Type I, except Type III may be used for cold weather construction.

1. Use natural color or white cement as required to produce mortar color specified.

B. Hydrated Lime: ASTM C207, Type S.

C. Aggregate for Mortar: Sand, conforming to ASTM C144 or ASTM C404, Size No. 2.

1. Use natural color or white sand as required to produce texture and gradation to match mortar texture selected by Architect.

D. Aggregate For Grout: ASTM C 404, Size No. 8 or Size No. 89.

E. Water: Clean, drinkable.

F. Mortar Pigments: Natural and synthetic iron oxides and chromium oxidizers compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars. Davis, Solomon, or approved equal.

G. Integral Waterproofing (mortar at exterior veneer): Aqua Stop Plus, AcmeShield, BASF "Hydrocide Powder", or approved equal.

H. Provide color sample chart of proposed grout to Architect for selection.

2.4 MASONRY ACCESSORIES: Hohmann & Barnard, Dur-O-Wal, AA Wire Products, or approved equal.

A. Continuous Masonry Wire Reinforcing:

1. Provide welded wire units prefabricated in straight lengths of not less than 10', with matching corner and tee units. Fabricate from cold-drawn steel wire complying with ASTM A82, with deformed continuous side rods and plain cross rods, and a unit width of 1 1/2" to 2" less than thickness of wall or partition. Provide manufacturer's standard hot dipped galvanized finish.

2. Use ladder type fabricated with single pair of 9 gage side rods, and 9 gage continuous diagonal cross rods spaced not more than 16" o.c.

B. Wall Ties And Anchors:

1. At Concrete Foundations: 1" wide X 1" deep X 3/4" throat, 24 gage hot dipped galvanized anchor slot, and dovetail triangle with 1/4" wire tie and 12 gage hot dipped galvanized dovetail.

2. At Steel: 9" long X 3/4" wide, 12 gage, flat continuous adjustable weld-on anchor, hot dipped galvanized, and 3/16" gage square nosed beam tie, hot dipped galvanized.

3. At Metal Framing: Hohmann & Barnard X-Seal hot dipped galvanized, 12 gage, with vee-tie, hot dipped galvanized, 1/4"" diameter. Attach anchors to metal framing with #10 self-tapping corrosion-resistant screws.

4. At Cavity/Composite Walls With Irregular Coursing: Double eye adjustable truss, with eye sections spaced 16" o.c., hot-dipped galvanized; eye and pintle length as required by wall conditions.

5. At Intersecting Walls: 1/2" X 1/2" mesh, 16 gage hot-dipped galvanized wire mesh ties.

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2.5 RIGID INSULATION: Semi rigid mineral wool, Refer to drawings for thickness; Owens Corning Brand "Thermafiber RainBarrier 45" is specified; or approved equal.

2.7 FLASHING SYSTEM: Mortar Net's "TotalFlash®" system is specified. No substitutions will be allowed. Install Flashing/Drainage System in accordance with Manufacturer's installation instructions.

A. Membrane: 40-mil membrane of Thermoplastic Vinyl with UV stabilizers and non-migratory plasticizers (PVC)

B. Termination Bar: Pre-attached termination bar is designed to fasten flashing system to the substrate or can be tucked into mortar joint.

1. Strip manufactured from high strength corrosion UV resistance plastic (PVC) with pre-drilled holes for attachment.
2. Length 5 feet
3. Hole spacing 6 inches

C. Standard Panel Size: 18" x 5 1/2"

D. Mortar Collection Device/Weep Tabs: Polyester material impregnated with biocide to resist mold. Woven mesh designed to allow moisture to migrate to the integrated weep tabs; product adhered to the flashing membrane.

1. Thickness: 3/16 inch (4.7625 mm)
2. Height: 10 inches (254 mm)
3. Length: 5-1/2 feet (1676.4 mm)

E. Screws: Provided self-tapping hex head screws designed to allow attachment to Masonry, Wood or Steel Stud.

1. #14 x 2"
2. Quantity per box 100 (10 screws per 5-1/2 foot section)

2.9 SEALANT CONTROL JOINT MATERIALS: Specified and furnished in Section 07 92 00, installed under this section.

2.10 MASONRY CLEANER: Manufacturer's standard strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

A. Available Products: Subject to compliance with requirements, products that may be used to clean unit masonry surfaces, provide one of the following:

1. Cleaners Not Subject to Metallic Staining with Mortar Not Subject to Bleaching: Diedrich Technologies, Inc. "202 New Masonry Detergent", ProSoCo, Inc. "Sure Klean No. 600 Detergent", or approved equal.

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2. Cleaners Subject to Metallic Staining: Diedrich Technologies, Inc. "202V Vana-Stop", ProSoCo, Inc. "Sure Klean Vana Trol", or approved equal.

2.11 LIQUID APPLIED AIR/VAPOR BARRIER: Specified in Section 07 27 26.

2.12 MORTAR AND GROUT MIXTURES:

A. Mortar Mix: ASTM C 270, Type S. SpecMix System meeting specified requirements is acceptable.

1. At exterior use integral waterproofing admixture.

2. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

3. Brick: Color to be verified and approved on mock-up construction.

a. Mortar at Brick: Match Brick Color. Architect must approve color match.

B. Grout Mix: ASTM C 476.

C. Measure and batch materials either by volume or weight, such that required proportions can be accurately controlled and maintained. Measurement of sand exclusively by shovel will not be permitted. Mix mortars with the maximum amount of water consistent with workability to provide maximum tensile bond strength within the capacity of mortar. Mix ingredients for a minimum of 5 minutes in a mechanical mixer. Do not use mortar or grout which has begun to set, or if more than 2 1/2 hours has elapsed since initial mixing. Retemper mortar during 2 1/2 hour period as required to restore workability. Do not add air-entraining agents or other admixtures to mortar or grout materials.

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PART 3 - EXECUTION

3.1 EXAMINATION: Examine the areas and conditions under which masonry is to be installed. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 PREPARATION:

A. Brick: Wet clay brick having ASTM C67 absorption rates greater than 0.025 oz. per sq. in./minute.

B. CMU: Do not wet concrete masonry units.

C. Cleaning Reinforcing: Before placing, remove loose rust, ice and other coatings from reinforcing.

3.3 CONSTRUCTION TOLERANCES:

A. Variation from Plumb: For vertical lines and surfaces of columns, walls and arrises do not exceed 1/4" in 10', or 3/8" in a story height not to exceed 20', nor 1/2" in 40' or more. For external corner, expansion joints, control joints and other conspicuous lines, do not exceed 1/4" in any story of 20' maximum, nor 1/2" in 40' or more.

B. Variation from Level: For lines of exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, do not exceed 1/4" in any bay or 20' maximum, nor 3/4" in 40' or more.

C. Variation of Linear Building Line: For position shown in plan and related portion of columns, walls, and partitions, do not exceed 1/2" in any bay or 20' maximum, nor 3/4" in 40' or more.

D. Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions shown, do not exceed minus 1/4" nor plus 1/2".

3.4 INSTALLATION, GENERAL:

A. Thickness: Build cavity/composite walls to full thickness shown. Build single wythe walls to actual thickness of masonry units, using units of nominal thickness indicated.

B. Build chases and recesses as indicated and required for work of other trades. Provide not less than 8" of masonry between chases or recess and jamb openings, and between adjacent chases and recessed.

C. Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.

D. Cut masonry units using motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to fit adjoining work neatly. Use full-side units without cutting wherever possible.

E. Keep cavities clean of mortar droppings and other materials during wall construction. Strike joints flush facing cavity.

F. Rigid Insulation: Install insulation in strict accordance with manufacturer's recommendations.

1. Rigid Board: At cavity walls and other locations indicated, embed insulation into bituminous dampproofing (specified in Section 07160).

   Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

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G. Flashing: Comply with the manufacturer's instructions for handling and installation of flashing to provide a complete membrane over area to be flashed. Seal projections through sheet and lap and seal seams. Bond as recommended by manufacturer.

1. Do not expose flashing membrane to sunlight for more than 30 days prior to enclosure.

H. Provide weepholes in exterior wythes of walls located immediately above ledges and flashing, spaced 24" o.c., unless otherwise indicated.

I. Coordinate work with work of other trades.

3.5 LAYING MASONRY WALLS:

A. Lay walls plumb and true to comply with specified tolerances, with courses level, accurately spaced and coordinated with other work.

B. Lay brick with completely filled bed, head and collar joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints. Lay brick in patterns indicated and scheduled.

C. Lay concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on footings and foundation walls and in all courses of piers, columns and pilasters, and where adjacent to cells or cavities to be reinforced or to be filled with grout. Lay CMU in running bond pattern, except as otherwise indicated. Where indicated, fill cells with grout.

D. Do not tooth corners.

E. Build-in items specified under this and other sections of this specification. Fill in solidly with masonry around built-in items. Fill space between hollow metal frames and masonry solidly with mortar.

F. Joints: Lay walls with 3/8" joints. Use as dry a mortar mix as practicable and compress joints as much as possible to produce a dense tight joint.

1. Concealed joints, joints to receive coatings, and where scheduled: Strike flush.

2. Exposed brick joints: Concave.

3. Exposed CMU joints: Concave.

3.6 HORIZONTAL JOINT REINFORCING:

A. Reinforce walls with continuous horizontal reinforcing. Fully embed longitudinal side rods in mortar for their entire length. Lap reinforcement a minimum of 6" at ends of units. Do not bridge control joints with reinforcing. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend reinforcing as directed by manufacturer for special conditions. Space reinforcing 16" o.c. vertically.

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B. Reinforce masonry openings greater than 12' wide with horizontal joint reinforcing placed in 2 horizontal joints approximately 8" apart, both immediately above the lintel and below the sill. Extend reinforcing a minimum of 2' beyond jambs of opening bridging control joints where provided.

3.7 ANCHORING MASONRY WORK:

A. Anchor single wythe masonry veneer to concrete with specified dovetail anchors and triangles spaced 16" o.c. vertically and horizontally.

B. At cavity/composite wall, place double eye truss in wall spaced 16" o.c. vertically.

C. Place adjustable weld-on anchor for attachment of beam tie at 16" o.c.

D. Anchor single wythe masonry veneer to metal studs backup with specified anchors spaced 16" o.c. vertically and 16" o.c. horizontally.

E. Place wire mesh tie in intersecting walls every other course.

3.8 CONTROL AND EXPANSION JOINTS: Install vertical expansion control and isolation joints as indicated, at maximum 24' o.c. at long wall runs, and at large openings in wall. Build-in related items as masonry work progresses. Refer to Section 07900 for sealants.

3.9 REPAIR, POINTING AND CLEANING:

A. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of placement.

B. Pointing: During the tooling of joints, enlarge and voids or holes, except weep holes, and completely fill with mortar. Point-up joints at corners, openings and adjacent work to provide a neat, uniform appearance, properly prepared for application of caulking or sealant compounds.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Clean masonry with specified masonry cleaner applied according to manufacturer's written instructions.
2. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2 applicable to type of stain on exposed surfaces.

END OF SECTION

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SECTION 051200

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Structural steel.

1.2 DEFINITIONS

A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303.

1.3 ACTION SUBMITTALS

A. Shop Drawings: Show fabrication of structural-steel components.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU or is accredited by the IAS Fabricator Inspection Program for Structural Steel (Acceptance Criteria 172).

B. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with applicable provisions of the following specifications and documents:

1. ANSI/AISC 303.
2. ANSI/AISC 360.
3. RCSC's "Specification for Structural Joints Using High-Strength Bolts."

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B. Connection Design Information:

1. Connection designs have been completed and connections indicated on the Drawings.

C. Construction: Combined system of moment frame and shear walls .

2.2 STRUCTURAL-STEEL MATERIALS

A. W-Shapes: ASTM A992/A992MGrade 50.

B. Channels, Angles : ASTM A36/A36M .

C. Plate and Bar: ASTM A36/A36M .

D. Cold-Formed Hollow Structural Sections: ASTM A500/A500M, Grade B structural tubing.

E. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS AND CONNECTORS

A. High-Strength A325 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; all with plain finish.

2.4 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.

2.5 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened.

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.6 SOURCE QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.

1. Allow testing agency access to places where structural-steel work is being fabricated or produced to perform tests and inspections.

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2. Bolted Connections: Inspect shop-bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
3. Welded Connections: Visually inspect shop-welded connections in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
   a. Liquid Penetrant Inspection: ASTM E165/E165M.
   b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
   c. Ultrasonic Inspection: ASTM E164.
   d. Radiographic Inspection: ASTM E94/E94M.
4. In addition to visual inspection, test and inspect shop-welded shear stud connectors in accordance with requirements in AWS D1.1/D1.1M.
5. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.

B. Baseplates, and Bearing Plates : Clean concrete bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.
2. Weld plate washers to top of baseplate.
3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
4. Promptly pack shrinkage-resistant grout solidly between bearing surfaces and plates, so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for grouting.

C. Maintain erection tolerances of structural steel within ANSI/AISC 303.

3.3 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt and joint type specified.

1. Joint Type: Snug tightened .

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B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

3.4 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform the following special inspections:

1. Verify structural-steel materials and inspect steel frame joint details.
2. Verify weld materials and inspect welds.
3. Verify connection materials and inspect high-strength bolted connections.

B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

1. Bolted Connections: Inspect bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
2. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.
   a. In addition to visual inspection, test and inspect field welds in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
      1) Liquid Penetrant Inspection: ASTM E165/E165M.
      2) Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
      3) Ultrasonic Inspection: ASTM E164.
      4) Radiographic Inspection: ASTM E94/E94M.

END OF SECTION 051200

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SECTION 05 21 00

STEEL JOIST FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. K-series steel joists.
2. K-series steel joist substitutes.
3. Steel joist accessories.

1.2 ACTION SUBMITTALS

A. Shop Drawings:

1. Include layout, designation, number, type, location, and spacing of joists.
2. Include joining and anchorage details; bracing, bridging, and joist accessories; splice and connection locations and details; and attachments to other construction.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.4 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Canam Buildings US Inc.; Canam Group Inc.
2. Gooder-Henrichsen Co.
3. New Millennium Building Systems, LLC.
4. Structures of U.S.A., Inc.
5. Valley Joist.
6. Vulcraft/Verco Group; a division of Nucor Corp.

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2.2 PERFORMANCE REQUIREMENTS

2.3 STEEL JOISTS

A. K-Series Steel Joist: Manufactured steel joists of type indicated in accordance with "Standard Specification for Open Web Steel Joists, K-Series" in SJI's "Specifications," with steel-angle top- and bottom-chord members, underslung ends, and parallel top chord.

2.4 STEEL JOIST ACCESSORIES

A. Bridging:

1. Provide bridging anchors and number of rows of horizontal or diagonal bridging of material, size, and type required by SJI's "Specifications" for type of joist, chord size, spacing, and span. Furnish additional erection bridging if required for stability.

B. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers.

1. Finish: Plain.

C. Furnish miscellaneous accessories including splice plates and bolts required by joist manufacturer to complete joist assembly.

2.5 CLEANING AND SHOP PAINTING

A. Clean and remove loose scale, heavy rust, and other foreign materials from fabricated joists and accessories.

B. Apply one coat of shop primer to joists and joist accessories.

C. Shop priming of joists and joist accessories is specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

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PART 3 - EXECUTION

3.1 INSTALLATION

A. Do not install joists until supporting construction is in place and secured.

B. Install joists and accessories plumb, square, and true to line; securely fasten to supporting construction in accordance with SJI's "Specifications," joist manufacturer's written instructions, and requirements in this Section.

1. Before installation, splice joists delivered to Project site in more than one piece.
2. Space, adjust, and align joists accurately in location before permanently fastening.

3. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.

C. Field weld joists to supporting steel framework. Coordinate welding sequence and procedure with placement of joists. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.

D. Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls or beams.

3.2 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Visually inspect field welds in accordance with AWS D1.1/D1.1M.

C. Visually inspect bolted connections.

D. Prepare test and inspection reports.

END OF SECTION 052100

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SECTION 053100

STEEL DECKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof deck.

1.2 ACTION SUBMITTALS

A. Shop Drawings:

1. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

1.3 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Submittals:

1. Field quality-control reports.

B. Qualification Statements: For welding personnel.

1.4 QUALITY ASSURANCE

A. Qualifications:

1. Welding Qualifications: Qualify procedures and personnel in accordance with SDI QA/QC and the following welding code:
   a. AWS D1.3/D1.3M.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in accordance with SDI MOC3. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. AISI Specifications: Comply with calculated structural characteristics of steel deck in accordance with AISI S100.

2.2 ROOF DECK

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Canam Buildings US Inc.; Canam Group Inc.
2. New Millennium Building Systems, LLC.
3. Vulcraft Group; Division of Nucor Corp.

B. Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with SDI RD and with the following:

1. Prime-Painted Steel Sheet: ASTM A1008/A1008M, Structural Steel (SS), Grade 80 minimum, shop primed with manufacturer's standard baked-on, rust-inhibitive primer.
   a. Color: Manufacturer's standard .
2. Deck Profile: As indicated .
3. Profile Depth: As indicated .
4. Design Uncoated-Steel Thickness: As indicated .
5. Span Condition: Triple span or more.
6. Side Laps: Overlapped .

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2.3 ACCESSORIES

A. Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.

B. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, size and quantity as shown on Drawings.

C. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install deck panels and accessories in accordance with SDI C, SDI NC, and SDI RD, as applicable; manufacturer's written instructions; and requirements in this Section.

B. Install temporary shoring before placing deck panels if required to meet deflection limitations.

C. Locate deck bundles to prevent overloading of supporting members.

D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.

E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.

F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.

H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

3.2 INSTALLATION OF ROOF DECK

A. Fasten roof-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter that is not less than 1-1/2 inches long, and as follows:

1. Weld Diameter: 5/8 inch, nominal.
2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds as indicated.

B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, as indicated.

1. Mechanically fasten with self-drilling, carbon-steel screws, quantity as indicated.

C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:

1. End Joints: Lapped 2 inches minimum.

D. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and mechanically fasten flanges to top of deck. Space mechanical fasteners not more than 12 inches apart with at least one fastener at each corner.

1. Install reinforcing channels or zees in ribs to span between supports and weld or mechanically fasten.

E. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels in accordance with deck manufacturer's written instructions. Weld or mechanically fasten to substrate to provide a complete deck installation.

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1. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.

F. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive in accordance with manufacturer's written instructions to ensure complete closure.

3.3 REPAIR

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint in accordance with ASTM A780/A780M and manufacturer's written instructions.

B. Repair Painting:

1. Wire brush and clean rust spots, welds, and abraded areas on top surface of prime-painted deck immediately after installation, and apply repair paint.
2. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.
3. Wire brushing, cleaning, and repair painting of bottom deck surfaces are included in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
4. Wire brushing, cleaning, and repair painting of rust spots, welds, and abraded areas of both deck surfaces are included in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Tests and Inspections:

1. Special inspections and qualification of welding special inspectors for cold-formed steel floor and roof deck in accordance with quality-assurance inspection requirements of SDI QA/QC.
   a. Field welds will be subject to inspection.
2. Steel decking will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION 05310

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SECTION 05 40 00

COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior non-load-bearing wall framing.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Cold-formed steel framing materials.
2. Exterior non-load-bearing wall framing.
3. Vertical deflection clips.
4. Single deflection track.
5. Double deflection track.
6. Drift clips.
7. Power-actuated anchors.

1.3 INFORMATIONAL SUBMITTALS

1.4 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ClarkDietrich.
2. Southeastern Stud & Components, Inc.
3. Steel Network, Inc. (The).
4. Super Stud Building Products Inc.
5. The Mill Steel Co.

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2.2 PERFORMANCE REQUIREMENTS

A. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing shall comply with AISI S100, AISI S200, and the following:

1. Wall Studs: AISI S211.
2. Headers: AISI S212.
3. Lateral Design: AISI S213.

2.3 COLD-FORMED STEEL FRAMING MATERIALS

A. Steel Sheet: ASTM A1003/A1003M, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:

1. Grade: As required by structural performance .
2. Coating: G60 , A60 , AZ50 , or GF30 .

B. Steel Sheet for Vertical Deflection Clips: ASTM A653/A653M, structural steel, zinc coated, of grade and coating as follows:

1. Grade: As required by structural performance .
2. Coating: G60 .

2.4 EXTERIOR NON-LOAD-BEARING WALL FRAMING

A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: As indicated .
2. Flange Width: As indicated .
3. Section Properties: As indicated on drawings .

B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and matching minimum base-metal thickness of steel studs.

C. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure.

2.5 FRAMING ACCESSORIES

A. Fabricate steel-framing accessories from ASTM A1003/A1003M, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for framing members.

B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated.

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2.6 ANCHORS, CLIPS, AND FASTENERS

A. Steel Shapes and Clips: ASTM A36/A36M, zinc coated by hot-dip process according to ASTM A123/A123M.

B. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. Mechanical Fasteners: ASTM C1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.

1. Head Type: Low-profile head beneath sheathing; manufacturer's standard elsewhere.

2.7 MISCELLANEOUS MATERIALS

PART 3 - EXECUTION

3.1 PREPARATION

A. Install load-bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4 inch to ensure a uniform bearing surface on supporting concrete or masonry construction.

3.2 INSTALLATION, GENERAL

A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.

B. Install cold-formed steel framing according to AISI S200, AISI S202, and manufacturer's written instructions unless more stringent requirements are indicated.

C. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.

D. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.

E. Install temporary bracing and supports to secure framing and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.

F. Install insulation, specified in Section 072100 "Thermal Insulation," in framing-assembly members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.

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G. Fasten hole-reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.

3.3 INSTALLATION OF EXTERIOR NON-LOAD-BEARING WALL FRAMING

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.

B. Fasten both flanges of studs to top and bottom track unless otherwise indicated. Space studs as follows:

1. Stud Spacing: As indicated on Drawings .

C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.

D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.

1. Install single deep-leg deflection tracks and anchor to building structure.
2. Install double deep-leg deflection tracks and anchor outer track to building structure.
3. Connect vertical deflection clips to infill studs and anchor to building structure.
4. Connect drift clips to cold-formed steel framing and anchor to building structure.

E. Install horizontal bridging in wall studs, spaced vertically in rows indicated but not more than 48 inches apart. Fasten at each stud intersection.

1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.

F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

3.4 INSTALLATION TOLERANCES

A. Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:

1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.5 REPAIRS

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A780/A780M and manufacturer's written instructions.

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3.6 FIELD QUALITY CONTROL

A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Field and shop welds will be subject to testing and inspecting.

C. Testing agency will report test results promptly and in writing to Contractor and Architect.

D. Cold-formed steel framing will be considered defective if it does not pass tests and inspections.

E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

END OF SECTION 054000

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SECTION 05 50 00

METAL FABRICATIONS

PART 1 – GENERAL

1.1 SUMMARY:

A. Metal fabrications and miscellaneous metal work, complete, including:

1. Bollards.
2. Metal Railing (exterior)
3. Metal Handrails (interior)

1.2 PERFORMANCE REQUIREMENTS

1.3 SUBMITTALS

A. In addition to product data, submit the following:

1. Shop drawings detailing fabrication and erection, including templates for anchor bolt placement.
2. Samples materials and finishes as may be requested by Architect.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes.

B. Steel and Iron: As follows:

1. Plates, Shapes, and Bars: ASTM A 36/A 36M.
2. Steel Plates to be bent or cold formed: ASTM A 283, Grade C.
3. ColdFormed Tubing: ASTM A 500.
4. HotFormed Tubing: ASTM A 501.
5. Pipe: ASTM A 53, standard weight (schedule 40), unless otherwise indicated.

Black finish, unless otherwise indicated.

6. Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either ASTM A 47 (ASTM A 47M) malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as required, hotdip galvanized per ASTM A 153.

7. Cable and turnbuckle: Stainless Steel, Type 304.

B. Aluminum: As follows:

1. Extrusions: ASTM B 221 (ASTM B 221M), alloy 6063T6.

2. Rolled Tread Plate: ASTM B 632 (ASTM B 632M) Pattern 1, alloy 6061T6.

C. Fasteners: Provide plated fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating, for exterior use or where built into exterior walls. Select fasteners for the type, grade, and class required.

1. Standards: All fasteners shall comply with (unless otherwise specified) the following and be domestic manufactured:

a. Bolts and nuts: Regular hexagon-head type, ASTM A325.

b. Lag bolts: Square-head type, Federal Specification FF-B-561.

c. Machine Screws: Cadmium plated steel, Federal Specification FF-S-92.

d. Wood screws: Flat-head carbon steel, Federal Specification FF-S-111.

e. Plain washers: Round, carbon steel, Federal Specification FF-W-92.

f. Masonry anchorage devices: Expansion shields, Federal Specification FF-S-325. Machine bolt type, tubular type, or self-drilling tubular type.

g. Toggle bolts: Tumble-wing type, Federal Specification FF-B-588, type class, and style as required.

h. Lock washers: Helical spring type carbon steel, Federal Specification FF-W-84.

D. Shop Primer for Ferrous Metal: Fastcuring, lead and chromatefree, universal modifiedalkyd primer with good resistance to corrosion, compatible with finish paint systems, and complying with performance requirements of FS TTP664.

E. Galvanizing Repair Paint: Highzincdustcontent paint, with dry film containing not less than 94 percent zinc dust by weight.

F. Concrete Fill: Comply with requirements of Division 3 Section "CastinPlace Concrete" for normalweight concrete with a minimum 28day compressive strength of 3,000 psi (20

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MPa).

G. Nonshrink, Metallic Grout: Factorypackaged, ferrousaggregate grout complying with ASTM C 1107.

H. Nonshrink, Nonmetallic Grout: Factorypackaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107.

I. Fabrication, General: Form from materials of type, size, thickness, and shapes indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support.

1. Shear and punch metals cleanly and accurately. Remove sharp or rough areas and ease exposed edges.

2. Weld corners and seams continuously. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove welding flux immediately. Finish exposed welds and surfaces smooth and blended.

3. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Locate joints where least conspicuous.

J. Rough Hardware: Furnish custom fabricated bolts, plates, anchors, hangers, dowels, and other miscellaneous steel and iron shapes for supporting and anchoring woodwork and other materials as indicated.

1. Galvanize, unless otherwise indicated.

M. Metal railing and cap: Sizes and shapes as indicated on the drawings.

N. Wall Mounted Handrails:

1. Handrail wall bracket shall be aluminum, No. 497 as manufactured by Julius Blum and Company, Inc. Bracket to be field painted, color to be selected by Architect.
2. Handrail shall be 1-1/2” round tube, configure as shown on the drawings. Rails shall be painted, color to be selected by Architect.

O. Loose Bearing and Leveling Plates: Provide for steel items bearing on masonry or concrete, as indicated. Drill plates to receive anchor bolts.

1. Galvanize after fabrication.

P. Loose Steel Lintels: Fabricate from shapes and to sizes indicated.

1. Galvanize after fabrication.

Q. Shelf and Relieving Angles: Fabricate to sizes indicated for attachment to support framing. Provide slotted holes to receive 3/4inch (19mm) bolts, spaced not more than 6

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inches (150 mm) from ends and not more than 24 inches (600 mm) o.c.

1. Furnish wedgetype concrete inserts, complete with fasteners, to attach shelf angles to castinplace concrete.

2. Galvanize shelf angles to be installed on exterior concrete.

R. Miscellaneous Framing and Supports: Provide as required to complete the Work but not included with structural steel framework. Fabricate as indicated and required to receive adjacent construction. Fabricate from structural steel of welded construction. Drill and tap to receive hardware, hangers, and similar items. Include anchors for building into other work, spaced not more than 24 inches (600 mm) o.c.

S. Miscellaneous Steel Trim: Fabricate from steel shapes, plates, and bars of profiles shown with continuously welded joints, and smooth exposed edges. Miter corners and use concealed field splices wherever possible. Provide cutouts, fittings, and anchorages; coordinate assembly and installation with other work.

T. Finish metal fabrications after assembly. Comply with NAAMM "Metal Finishes Manual" for recommendations on application of finishes. Shop prime ferrous metal items not indicated to be galvanized.

1. Hotdip galvanize items indicated to be galvanized. Comply with ASTM A 153 or ASTM A 123 as applicable.

2. Preparation for Shop Priming: Prepare uncoated ferrous metal surfaces to comply with SSPCSP 3 "Power Tool Cleaning."

3. Apply shop primer per requirements of SSPCPA 1 "Paint Application Specification No. 1" for shop painting.

U. Welding Rods and Electrodes: Select in accordance with AWS specifications for metal alloy to be welded.

V. Shop Paint: Lead free, alkyd primer; TNEMEC 10-99, Southern Coatings Enviro-Guard 1-2900, or approved equal, meeting performance requirements of F.S. TT-P-86, and passing ASTM B 117 after 500 hours. Primer selected must be compatible with finish coats of paint. Coordinate selection of metal primer with finish paint requirements specified in Section 09 90 00.

2.2 MISCELLANEOUS METAL FABRICATIONS

A. Bollards: 6” diameter steel pipe in concrete footing filled with concrete, strike top flush, as indicated on drawings. Concrete is specified in Section 03 30 00.

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B. Exterior Railings/Guardrails:

1. Fabricate of steel pipe, steel tube, HSS tube sections, steel plate, steel bars, and steel shapes as detailed. Comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of tube, and anchorage, but not less than required to support structural loads.

   a. Metal Mesh infill panels shall be: Prefabircated McNichols Infill panels.
   b. Metal Mesh: Rectangular, Stainless Steel, Type 304. 3" x 1.5" opening.
   c. Framing: Tube
   d. Mounting: Tab Weld

2. Interconnect railing and guardrail members by butt-welding or welding with internal connectors.

3. Form changes in direction by insertion of prefabricated elbow fittings, by radius bends, by mitering at elbow bends, or by bending.

4. Provide wall returns at ends of wall-mounted handrails.

5. Close exposed ends of handrail members with prefabricated end and hinges.

6. Brackets, Flanges, Fittings, Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnections of pipe and attachment of railings and handrails to other work. Furnish inserts and other anchorage devices for connecting railings and handrail to concrete.

7. Primes as specified in this section.

8. Provide/ install handrail in addition to guardrail where indicated on drawings.

9. Provide shop drawings for all railing/ railing systems

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PART 3 - EXECUTION

3.1 INSTALLATION

A. Installation, General: Perform cutting, drilling, and fitting required for installing metal fabrications. Set units accurately in location, with edges and surfaces level, plumb, and true.

1. Fit exposed connections accurately together and weld, unless otherwise indicated. Do not weld, cut, or abrade the surfaces of galvanized units that are intended for bolted connections.

2. Provide temporary bracing or anchors in formwork for items that are to be built into concrete masonry or similar construction.

B. Set loose items on cleaned bearing surfaces using wedges or other adjustable devices. After the items have been positioned and plumbed, tighten the anchor bolts and pack space with grout.

1. Use nonshrink, metallic grout in concealed locations where not exposed to moisture; use nonshrink, nonmetallic grout in exposed locations, unless otherwise indicated.

C. Touch up shop paint after erection. Clean field welds, bolted connections, and abraded areas and paint with same material as used for shop painting.

1. Immediately after surface preparation, brush or spray on primer in accordance with manufacturer's instructions, and at rate to provide uniform dry film thickness of 2.0 mils for each coat. Use painting methods which will result in full coverage of joints, edges, corners, and exposed surfaces.

D. For galvanized surfaces, clean welds, bolted connections, and abraded areas, and apply galvanizing repair paint.

E. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, methods used in correcting welding work, and as follows:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and contour of welded surface matches those adjacent.

END OF SECTION

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SECTION 05 51 33

METAL ACCESS LADDER

PART 1 - GENERAL

1.1 SUMMARY: Steel access ladders and accessories, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Painting; Section 09 90 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Show fabrication and installation details for the access ladder and accessories. Show layout including plans and elevations. Indicate dimensions, weight, loading, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other work.

1.4 QUALITY ASSURANCE:

A. Applicable Standards for Ladders: Comply with ANSI A14.3 American National Standard for Ladders - Fixed - Safety Requirements.

1.5 DELIVERY, STORAGE AND HANDLING: Pack, handle, and ship the ladder and accessories properly labeled in heavy-duty packaging to prevent damage.

1.6 PROJECT CONDITIONS: Verify required wall heights for access ladder by field measurements before fabrication and indicate measurements on shop drawings.

1.7 COORDINATION: Coordinate layout and installation of the access ladder with adjoining construction to provide a secure and non-corrosive installation.

1. With Architect's approval, adjust location of the access ladder and accessories that would interrupt other construction elements.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Recycled Content: Provide materials with 10% recycled or reused content

B. Regional Materials: Location of manufacturer and point of extraction, harvest, or recovery for each raw material must be within 100 miles of project site for credit. (if applicable)

2.2 LADDER: Alaco Ladder Company is specified; or approved equal. Include side rails with 1-1/8" (29 mm) round rungs that are serrated and secured with cast aluminum connectors, 4 solid rivets and 3/8" (9.5 mm) thick brackets mounted to the floor and walls.

A. Interior Access Ladder: Model 560HD, fixed wall ladder

1. Material: 6061-T6 aluminum alloy.

2. Height: 13'-5.5" from floor to underside of ceiling structure

3. Width: 20-1/4" (514 mm).

4. Provide 6'-0" ladder guard & locking mechanism.

5. Finish & Coating: Standard mill finish.

PART 3 - EXECUTION

3.1 EXAMINATION: Examine substrates, areas, and conditions, to verify actual locations, dimensions, and other conditions affecting performance of work.

A. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored and is ready to receive the access ladder and accessories.

B. Coordinate anchorages. Furnish setting drawings, templates, and anchorage structural loads for fastener resistance.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 INSTALLATION:

A. General: Install the access ladder and accessories according to manufacturer's written instructions. Anchor securely in place and capable of resisting forces specified. Use fasteners, separators, sealants, and other miscellaneous items as required for completing installation. Install to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

C. Install level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.

D. Install Interior Access Ladder according to manufacturers instructions and by establishing distance from the floor to the top of the mechanical mezzanine.

3.3 TOUCH UP: Touch up factory-primed surfaces with compatible primer ready for field painting in accordance with Section 09 91 00.

3.4 CLEANING: Clean exposed surfaces according to manufacturer's written instructions.

END OF SECTION

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SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY: Carpentry work, and installation of items specified in other sections which are normally installed by the carpenters. In general, this work includes, but is not limited to, the following:

A. Concealed wood framing, studs, backing, blocking, nailers, etc.

B. Plywood sheathing.

C. Braces, stripping, backing, blocking, cants, grounds, and nailers indicated or necessary to install cabinetwork, toilet room accessories, roofing, flashing, And to receive or back work of other trades.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Cold-Formed Metal Framing; Section 05 40 00.

B. Architectural Woodwork; Section 06 40 00.

C. Painting; Section 09 90 00.

E. Toilet Accessories; Section 10 28 13.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application detail.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.

3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.

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4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Reports: Submit research/evaluation reports for engineered wood products.

1.4 QUALITY ASSURANCE:

A. Grading Marks: Factory-mark each piece of lumber and plywood with type, grade, mill and grading agency identification; and submit mill certificate that material has been inspected and graded in accordance with requirements if it cannot be marked on a concealed surface.

B. Wood Preservative Treatment: Label each piece of pressure treated lumber with the Quality Control mark of the American Wood Preservers Bureau showing compliance with the appropriate standard.

C. Fire Retardant Treatments: Label each piece of lumber and plywood with the Quality Control mark of the American Wood Preservers Bureau showing compliance with the appropriate standard.

1.5 PRODUCT HANDLING: Keep carpentry materials dry during delivery, storage and handling. Store lumber in stacks for air circulation within stacks. Protect bottom of stacks against contact with damp surface. Protect exposed materials against weather. Do not store dressed or treated lumber or plywood outdoors.

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PART 2 - PRODUCTS

2.1 SOFTWOOD: Comply with the standards of NeLMA, WCLIB, or WWPA for Spruce-pine-fir (south) and #2 Southern Yellow Pine complying with SPIB "Standard Grading Rules for Southern Pine Lumber; KD, S4S.".

A. For structural lumber 2" to 4" thick, 6" and wider, use KD, S4S, grades as indicated on structural drawings.

B. For structural light framing, 2" to 4" thick, 2" to 4" wide, and studs, use KD, S4S, grades as indicated on structural drawings..

B. For light framing 2" to 4" thick, 2" to 4" wide, use KD, S4S, grades as indicated on structural drawings.

2.2 SOFTWOOD PLYWOOD: Comply with PS-1, Exposure 1 (exterior glue), Group 1, Southern pine or Douglas fir.

A. Sheathing: APA Rated Sheathing, C-C or C-D Grade, thicknesses indicated on structural drawings.

2.3 ROUGH HARDWARE: Hot-dip galvanized nails, metal connectors, bolts, nuts, screws, washers, staples, and other fasteners (except as specified or noted otherwise); hot-dip galvanized steel, except stainless steel at treated lumber and plywood.

2.4 CONSTRUCTION ADHESIVE:

A. Water based, maximum VOC's; 150 g/L.

2.5 WOOD PRESERVATIVE TREATMENTS:

A. Preservative Treatment By Pressure Process: AWPA U1 for interior construction not in contact with ground or foundations; use UC2 for interior construction not in contact with ground, but subject to dampness.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic born (SBX) for sill plates.

2. Do not use material that is warped or does not comply with requirements for untreated material.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by ALSC Board of Review

D. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

E. Application:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

2. Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry and concrete.

3. Wood framing members less than 18" above grade.

4. Wood floor plates installed over concrete slabs directly in contact with earth.

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F. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment.

2.6 FIRE RETARDANT TREATMENT BY PRESSURE PROCESS:

A. General: Where fire-retardant-treated materials are indicated, comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant Treated Lumber By Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond centerline of burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.

2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3211 at 92 percent relative humidity. Use where indicated.

C. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

D. Do not use material that does not comply with requirements for untreated material or is warped or discolored.

2.7 FIBERGLASS REINFORCED PANEL AND MOLDINGS: Kemlite Glasbord, or approved equal. Provide with accessories as required by project conditions including moldings, sealants, and rivets (including, but not limited to, Division Bar, Inside Corner, Outside Corner, Cap, and Inside Corner as a base trim).

A. Thickness: 0.09”

B. Texture: Smooth

C. Color: As selected by Architect.

D. Fire Rating: Class A per ASTM-84

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PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL:

A. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

B. Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted.

C. Securely attach carpentry work to substrate by anchoring and fastening as indicated and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

D. Use common wire nails, except as otherwise indicated or specified. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

E. Anchor carpentry work to anchorage devices or blocking built-in or directly attached to substrates. Secure to grounds, strips, backing, and blocking, of thickness and shape required to secure work and equipment in place, as indicated on the drawings or required by conditions. Fasten wood grounds, furring and other engaging woodwork to various types of walls with approved types and sizes of nails, ties, and inserts, spaced to provide rigid secure supports.

3.2 TRIM: Miter corners, ease edges.

3.3 SHEATHING: Thickness as indicated. Install with face grain across supports; locate and stagger joints over supports. Fasten at 6" o.c. around perimeter and 12" o.c. at intermediate supports.

3.4 FIBERGLASS REINFORCED PANEL: Install panel over gypsum board wall surface with rivets and moldings, as recommended by panel manufacturer.

3.5 ROUGH CARPENTRY: Provide wood grounds, strips, bucks, plates, backing, and blocking, of thickness and shape required to secure work and equipment in place, as indicated on drawings or required by conditions. Fasten with approve types and sizes of nails, ties, and inserts, spaced to provide rigid secure supports.

3.6 ROUGH HARDWARE: Provide rough hardware necessary or required for installation of work specified. Use sufficient size and number of spikes, nails, screws, bolts, etc., to insure rigidity, security, and permanence.

3.7 CLEAN-UP: Remove from the premises all rubbish, debris, and unused materials which may be accumulated during the progress of the work.

END OF SECTION

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SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY: Carpentry work, and installation of items specified in other sections which are normally installed by the carpenters. In general, this work includes, but is not limited to, the following:

A. Concealed wood framing, studs, backing, blocking, nailers, etc.

B. Plywood sheathing.

C. Braces, stripping, backing, blocking, cants, grounds, and nailers indicated or necessary to install cabinetwork, toilet room accessories, roofing, flashing, And to receive or back work of other trades.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Cold-Formed Metal Framing; Section 05 40 00.

B. Architectural Woodwork; Section 06 40 00.

C. Painting; Section 09 90 00.

E. Toilet Accessories; Section 10 28 13.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application detail.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.

3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.

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4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Reports: Submit research/evaluation reports for engineered wood products.

1.4 QUALITY ASSURANCE:

A. Grading Marks: Factory-mark each piece of lumber and plywood with type, grade, mill and grading agency identification; and submit mill certificate that material has been inspected and graded in accordance with requirements if it cannot be marked on a concealed surface.

B. Wood Preservative Treatment: Label each piece of pressure treated lumber with the Quality Control mark of the American Wood Preservers Bureau showing compliance with the appropriate standard.

C. Fire Retardant Treatments: Label each piece of lumber and plywood with the Quality Control mark of the American Wood Preservers Bureau showing compliance with the appropriate standard.

1.5 PRODUCT HANDLING: Keep carpentry materials dry during delivery, storage and handling. Store lumber in stacks for air circulation within stacks. Protect bottom of stacks against contact with damp surface. Protect exposed materials against weather. Do not store dressed or treated lumber or plywood outdoors.

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PART 2 - PRODUCTS

2.1 SOFTWOOD: Comply with the standards of NeLMA, WCLIB, or WWPA for Spruce-pine-fir (south) and #2 Southern Yellow Pine complying with SPIB "Standard Grading Rules for Southern Pine Lumber; KD, S4S.".

A. For structural lumber 2" to 4" thick, 6" and wider, use KD, S4S, grades as indicated on structural drawings.

B. For structural light framing, 2" to 4" thick, 2" to 4" wide, and studs, use KD, S4S, grades as indicated on structural drawings..

B. For light framing 2" to 4" thick, 2" to 4" wide, use KD, S4S, grades as indicated on structural drawings.

2.2 SOFTWOOD PLYWOOD: Comply with PS-1, Exposure 1 (exterior glue), Group 1, Southern pine or Douglas fir.

A. Sheathing: APA Rated Sheathing, C-C or C-D Grade, thicknesses indicated on structural drawings.

2.3 ROUGH HARDWARE: Hot-dip galvanized nails, metal connectors, bolts, nuts, screws, washers, staples, and other fasteners (except as specified or noted otherwise); hot-dip galvanized steel, except stainless steel at treated lumber and plywood.

2.4 CONSTRUCTION ADHESIVE:

A. Water based, maximum VOC's; 150 g/L.

2.5 WOOD PRESERVATIVE TREATMENTS:

A. Preservative Treatment By Pressure Process: AWPA U1 for interior construction not in contact with ground or foundations; use UC2 for interior construction not in contact with ground, but subject to dampness.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic born (SBX) for sill plates.

2. Do not use material that is warped or does not comply with requirements for untreated material.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by ALSC Board of Review

D. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

E. Application:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

2. Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry and concrete.

3. Wood framing members less than 18" above grade.

4. Wood floor plates installed over concrete slabs directly in contact with earth.

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F. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment.

2.6 FIRE RETARDANT TREATMENT BY PRESSURE PROCESS:

A. General: Where fire-retardant-treated materials are indicated, comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant Treated Lumber By Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond centerline of burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.

2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3211 at 92 percent relative humidity. Use where indicated.

C. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

D. Do not use material that does not comply with requirements for untreated material or is warped or discolored.

2.7 FIBERGLASS REINFORCED PANEL AND MOLDINGS: Kemlite Glasbord, or approved equal. Provide with accessories as required by project conditions including moldings, sealants, and rivets (including, but not limited to, Division Bar, Inside Corner, Outside Corner, Cap, and Inside Corner as a base trim).

A. Thickness: 0.09”

B. Texture: Smooth

C. Color: As selected by Architect.

D. Fire Rating: Class A per ASTM-84

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PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL:

A. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

B. Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted.

C. Securely attach carpentry work to substrate by anchoring and fastening as indicated and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

D. Use common wire nails, except as otherwise indicated or specified. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

E. Anchor carpentry work to anchorage devices or blocking built-in or directly attached to substrates. Secure to grounds, strips, backing, and blocking, of thickness and shape required to secure work and equipment in place, as indicated on the drawings or required by conditions. Fasten wood grounds, furring and other engaging woodwork to various types of walls with approved types and sizes of nails, ties, and inserts, spaced to provide rigid secure supports.

3.2 TRIM: Miter corners, ease edges.

3.3 SHEATHING: Thickness as indicated. Install with face grain across supports; locate and stagger joints over supports. Fasten at 6" o.c. around perimeter and 12" o.c. at intermediate supports.

3.4 FIBERGLASS REINFORCED PANEL: Install panel over gypsum board wall surface with rivets and moldings, as recommended by panel manufacturer.

3.5 ROUGH CARPENTRY: Provide wood grounds, strips, bucks, plates, backing, and blocking, of thickness and shape required to secure work and equipment in place, as indicated on drawings or required by conditions. Fasten with approve types and sizes of nails, ties, and inserts, spaced to provide rigid secure supports.

3.6 ROUGH HARDWARE: Provide rough hardware necessary or required for installation of work specified. Use sufficient size and number of spikes, nails, screws, bolts, etc., to insure rigidity, security, and permanence.

3.7 CLEAN-UP: Remove from the premises all rubbish, debris, and unused materials which may be accumulated during the progress of the work.

END OF SECTION

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SECTION 06 16 00

EXTERIOR GRADE SHEATHING

PART 1 - GENERAL

1.1 SUMMARY: Wall sheathing with integral water-resistive barrier and air barrier.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Metal stud framing; Section 05 41 00.

B. Carpentry; Section 06 10 00.

C. Brick veneer; Section 04 20 00.

D. Metal wall panels; Section 07 42 00.

E. Sealants; Section 07 92 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit copy of manufacturer's technical data, installation instructions, and accessories.

B. Evaluation Reports: From ICC-ES, for wood sheathing and seam tape.

C. Product Certifications: From manufacturer, indicating that sheathing products comply with ICCES AC266 and ICC-ES AC310.

D. Warranty: Executed copy of manufacturer special warranties.

1.4 DELIVERY AND STORAGE:

A. Comply with manufacturer's written instructions for protection of sheathing products from weather prior to installation.

1.5 WARRANTY:

A. Special Manufacturer's Warranty: Manufacturer's standard form in which sheathing manufacturer agrees to repair or replace sheathing products that demonstrate

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deterioration or failure under normal use due to manufacturing defects within warranty period specified, when installed according to manufacturer's instructions.

1. Warranty Period for Sheathing Products: 30 years following date of Substantial Completion.

2. Warranty Conditions: Special warranties exclude deterioration or failure due to structural movement resulting in stresses on sheathing products exceeding manufacturer's written specifications, or due to air or moisture infiltration resulting from cladding failure or mechanical damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS: Provide sheathing products manufactured by Huber Engineered Woods OR EQUAL

2.2 PERFORMANCE REQUIREMENTS:

A. Fire-Test-Response Characteristics:

1. Exterior Fire-Test Exposure: ASTM E108, Class A, when covered with approved Class A coverings.

2. Fire-Resistance Ratings: Where indicated, provide assemblies tested for fire resistance per ASTM E119.

B. Air-Barrier Assembly Air Leakage: Less than 0.04 cfm/sq. ft. at 1.57 lbf/sq. ft. (0.2 L/s x sq. m at 75 Pa), per ASTM E2375.

C. Water-Vapor Permeance, Facer: Minimum 12 perms (689 ng/Pa x s x sq. m), ASTM E96/E96M.

D. Weather Exposure: Manufacturer warranty applies for maximum allowable exposure period of 180 days.

2.4 WALL SHEATHING WITH INTEGRAL WATER-RESISTIVE BARRIER AND AIR BARRIER

A. Oriented-Strand-Board Wall Sheathing: Exposure 1 sheathing with factory-laminated water-resistive barrier facer with printed fastener location

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symbols. DOC PS 2, made with binder containing no added urea formaldehyde.

1. **Basis-of-Design Product: Provide Huber Engineered Woods LLC; ZIP System Sheathing.**

2. **Span Rating, Panel Grade and Performance Category: Refer to Structural Drawings.**

3. **Edge Profile: Self-spacing.**

4. **Facer: Medium-density, phenolic-impregnated sheet material qualifying as a Grade D weather-resistive barrier in accordance with ICC AC38.**

5. **Provide fastener spacing symbols on facer for 16-inch and**

6. **24-inch on center spacing.**

2.5 FASTENERS:

A. Fasteners, General: Size and type complying with manufacturer's written instructions for Project conditions and requirements of authorities having jurisdiction.

1. Corrosion Resistance: Hot-dip zinc coating, ASTM A153/A153M.

B. Nails, Brads, and Staples: ICC AC116 and ICC AC201.

C. Power-Driven Fasteners: ICC-ES-1539 or NER-272.

D. Wood Screws: ASME B18.6.1.

2.6 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIAL:

A. Self-Adhering Seam and Flashing Tape: Pressure-sensitive, self-adhering, cold-applied, seam tape consisting of polyolefin film with acrylic adhesive,

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meeting ICC-ES AC148, and tested as part of an assembly meeting performance requirements.

1. **Huber Engineered Woods; ZIP System Tape.**
2. **Thickness: 0.012 inch**

PART 3 - EXECUTION

3.1 EXAMINATION: Examine framing spacing and alignment to determine if work is ready to receive sheathing. Proceed with sheathing work once conditions meet requirements.

3.2 INSTALLATION:

A. Install sheathing panels in accordance with manufacturer's written instructions, requirements of applicable Evaluation Reports, and requirements of authorities having jurisdiction.

B. Air and Moisture Barrier: Coordinate sheathing installation with flashing and joint sealant sequencing and installation and with adjacent building air and moisture barrier components to provide complete, continuous air and moisture barrier.

C. Do not bridge expansion joints; allow joint spacing equal to spacing of structural supports.

D. Install panels with laminated facer to exterior. Stagger end joints of adjacent panel runs. Support all panel edges.

1. **Space square-edged panels 0.125 inch (3 mm).**
2. **Butt edges of self-spacing edge panels.**

E. Attach sheathing panels securely to substrate with manufacturer-approved fasteners in compliance with the following:

1. **ICC-ES ESR-1539 or ICC-NES NER-272 for power-driven fasteners.**
2. **IBC: Table 2304.9.1 Fastening Schedule.**

F. Apply ZIP System Tape at all panel seams, penetrations, and facer defects or cracks to form continuous weathertight surface. Apply tape according to manufacturer's written instructions and requirements of ICC-ES applicable to tape application.

END OF SECTION

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SECTION 06 61 16

SOLID SURFACE FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY: Appliances, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Section 01 30 00 - Submittals.

B. Section 01 77 00 - Closeout Submittals.

C. Section 06 10 00 - Rough Carpentry.

F. Section 12 3623 - Plastic-Laminate-Clad Countertops.

1.3 REFERENCES:

Handle, cut, and install solid surface material per industry standards.

1.4 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit copy of manufacturer data, including installation, operating, and maintenance instructions.

B. Shop Drawings: Submit shop drawings verifying model number, location, rough-in requirements, and finish.

C. Warranty: Manufacturer's Limited Warranty: Provide manufacturer's standard 10 Year Commercial Limited Warranty against defects in solid surface sheet materials.

D. Provide: 2 product samples of each surface for Architect approval

1.5 DELIVERY AND STORAGE: Deliver appliances to project site in manufacturer's undamaged protective container after space to receive appliances have been fully enclosed.

1.6 WARRANTY: Provide manufacturer's standard warranty.

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1.7 PROJECT CONDITIONS, STORAGE & HANDLING

A. Storage and Protection: Store materials protected from exposure to harmful weather conditions, at temperature and humidity conditions recommended by manufacturer. Store sheet materials flat on pallets or similar rack-type storage to preclude damage.

PART 2 - PRODUCTS

2.1 MANUFACTURER: Refer to Finish Material Schedule in Drawings

2.2 ACCESSORY MATERIALS:

A, Joint Adhesive: Methacrylate-based adhesive for chemically bonding solid surfacing seams. Color complementary to solid surfacing sheet material. UL 2818 GREENGUARD Gold certified and complies with SCAQMD Rule 1168.

1. Product: as recommended or produced by manufacture

B. Elastomeric Sealant: Mildew-resistant silicone sealant for filling gaps between countertops and terminating substrates in wet environment applications. Complies with ASTM C 920, Type S (single component), Grade NS (nonsag).

1. Product: Acceptable to countertop manufacturer

C, Siliconized Acrylic Sealant: Siliconized acrylic latex sealant. For general applications to fill gaps between countertops and at terminating substrates. Complies with ASTM C 834, Type OP, Grade NF, and SCAQMD Rule 1168.

1. Product: Select from manufacture's standard offerings to match product. Provide sample to Architect for approval.

D. Construction Adhesive: Countertop manufacturer's recommended silicone-based construction adhesive for backsplashes, endsplashes, and other applications according to manufacturer's published fabrication instructions.

PART 3 - EXECUTION

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3.1 INSTALLATION: Install in compliance with pertinent regulations, manufacturer's recommendations and final shop drawings.

A. Field Verify installation area & associated millwork prior to order/ installation.

END OF SECTION

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SECTION 07 19 00

WATER REPELLENT COATING

PART 1 - GENERAL

1.1 SUMMARY: Transparent water-repellent coating, complete, at exterior brick.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Unit Masonry; Section 04 20 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit manufacturer's installation instructions and general recommendations.

B. Warranties: Submit copy of executed warranty.

1.4 JOB CONDITIONS: Do not proceed with the application (except with the written recommendation of the manufacturer) when ambient temperature is less than 50°F; or when rain or temperatures below 40°F are predicted for a period of 24 hours; or within 3 days after surfaces became wet from rainfall or other moisture sources.

1.5 GUARANTEE/WARRANTY:

A. Provide installer's two-year guarantee against defects, water penetration, efflorescence, and discoloring.

B. Provide 5-year warranty for water repellant coating on CMU and 10-year warranty for water repellent coating on brick, guaranteeing the installation waterproof and watertight, except for structural cracks or opening caused by settling, expansion or contraction.

1.7 COORDINATION: Coordinate work with work of other trades.

PART 2 - PRODUCTS

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2.1 TRANSPARENT WATER REPELLENT COATINGS:

A. ProSoCo SureKleen WeatherSeal Siloxane WB Concentrate, BASF Hydrozo Enviroseal Double 7, Evonik Degussa Protectosil Aqua-Trete EM, Tnemec Prime-A-Pell H_2O, or approved equal.

1. Comply with dilution ratios for vertical surfaces as recommended by manufacturer for project conditions.

PART 3 - EXECUTION

3.1 EXAMINATION: Examine surfaces to receive water repellent treatment and the conditions under which water repellent coat is to be applied. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 PREPARATION: Protect adjoining work from spillage or blow-over of water repellent. Cover live plant materials with drop cloths. Clean spillage of water repellent, as recommended by manufacturer, from adjoining surfaces immediately after spillage.

3.3 TEST APPLICATION: Apply material on sample/mock-up on site (out of view location selected by Architect) in presence of Architect. Notify Architect 48 hours prior to application.

3.4 APPLICATION: Comply with manufacturer's instructions and recommendations, using airless spraying procedure.

A. 1st Coat: Apply heavy, saturation-type, flood coat from bottom up with sufficient material applied to produce a 6" to 8" rundown below contact point of spray pattern with surface. Apply in overlapping pattern and coverage controlled to approximate recommendations by manufacturer.

B. Allow 1st coat application to penetrate surface (approximately 3 to 5 minutes).

C. 2nd Coat: Apply in same saturating manner as 1st coat.

3.5 TESTS: Perform tests as required for 10 year warranty, including RILEM TUBE II.4 test.

END OF SECTION

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SECTION 07 21 00

BUILDING INSULATION

PART 1 - GENERAL

1. **SUMMARY: Batt insulation, complete.**

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Sound insulation at gypsum board partitions; Section 09 21 16.

B. TPO Roofing; Section 07 54 00.

C. Plywood Sheathing; 06 10 00.

D. Gypsum Sheathing; 09 21 16.

E. Steel Decking; Section 05 31 00.

F. Weather Resistant Barrier; Section 07 25 00.

1.3 SUBMITTALS:

A. Comply with Section 01 33 00.

B. Submit manufacturer's installation instructions for each type of insulation. Include data substantiating that materials comply with physical and thermal properties, and other requirements of specified insulation.

1.4 QUALITY ASSURANCE: Concealed insulation shall have flamespread rating of not more than 25 and smoke developed rating not more than 450.

1.5 PRODUCT HANDLING: Do not allow insulation materials to become wet or soiled. Comply with manufacturer's instructions for handling, storage, and protection during installation.

1.6 JOB CONDITIONS: Do not proceed with the installation of insulation until the work which follows (and which conceals the insulation) is scheduled to follow immediately.

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1.7 COORDINATION: Coordinate work with work of other trades.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 SOUND ATTENUATION BATT INSULATION (INTERIOR PARTITIONS): 6” and 3-1/2", unfaced fiberglass batts; OCF, Manville, Certainteed, or Knauf.

2.3 PERIMETER INSULATION: Dow "Styrofoam SM", 2" thick extruded polystyrene is specified, equivalent products of Pactiv Building Products, Formular, and Minnesota Diversified are acceptable.

2.4 MISCELLANEOUS MATERIALS: Provide adhesive for bonding insulation,mechanical anchors, fasteners, tape, and other components and accessories as indicated and required by project conditions as recommended by insulation manufacturer.

2.5 EXTRUDED POLYSTYRENE BOARD INSULATION:

A. Extruded-Polystyrene Board Insulation with Increased R-Value: ASTM C 578, Type IV, but with an aged thermal resistance (R-value) for 1-inch thickness of 5.6 deg F x h x sq. ft./Btu at 75 deg F at 5 years; closed-cell product with a carbon-black filler and extruded with an integral skin

1. Provide insulation thickness shown on drawings. Minimum aged thermal resistance (R-value) 9.5 deg F x h x sq. ft./Btu at 75 deg F at 5 years;

B. Adhesive: Type recommended by insulation board manufacturer for application indicated.

2.6 BATT INSULATION: 3-1/2” (R=13) and 6” (R=19), as indicated, foil faced or unfaced fiberglass batts; OCF, Manville, Certainteed, or Knauf.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. Comply with manufacturer's written instructions.

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B. **Extend insulation full thickness over entire surface to be insulated.**

C. **Cut and fit tightly around obstructions and completely fill voids with insulation.**

D. **Tape joint where required by project conditions.**

END OF SECTION

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SECTION 07 24 19

WATER-DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM

PART 1 - GENERAL

1.1 SUMMARY: Water-Drainage Exterior Insulation and Finish System and accessories, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Unit Masonry; Section 04 20 00.

B. Cold Formed Metal Framing; Section 05 40 00.

C. Sheet metal flashing and trim; Section 07 60 00.

D. Joint Protection; Section 07 92 00.

E. Exterior gypsum sheathing; Section 09 21 16.

F. Painting; Section 09 90 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: The contractor shall submit the manufacturer's product data sheets describing the products, which will be used on this project.

B. Samples: The contractor shall submit two (2) samples for each product, finish, texture and color to be used on the project. The same tools and techniques proposed for the actual installation shall be used. Samples shall be of sufficient size to accurately represent each color and texture being utilized on the project.

C. Test Reports: When requested, the contractor shall submit to the architect copies of selected test reports verifying the performance of the System.

1.4 QUALITY ASSURANCE:

A. Materials shall be manufactured at a facility covered by a current ISO 9001:2008 and ISO 14001:2004 certification. Certification of the facility shall be done by a registrar accredited by the American National Standards Institute, Registrar Accreditation Board (ANSI-RAB).

B. Contractor: Shall be knowledgeable in the proper installation of the specified system and shall be experienced and competent in the installation of Exterior Insulation and Finish Systems.

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C. Mock-up:

1. The contractor shall, before the project commences, provide the owner/architect with a mock-up for approval.

2. The mock-up shall be of suitable size as required to accurately represent the products being installed, as well as each color and texture to be utilized on the project.

3. The mock-up shall be prepared with the same products, tools, equipment and techniques required for the actual applications. The finish used shall be from the same batch that is being used on the project.

4. The approved mock-up shall be available and maintained at the jobsite.

1.5 DELIVERY, STORAGE AND HANDLING:

A. All materials shall be delivered to the job site in the original, unopened packages with labels intact.

B. Upon arrival, materials shall be inspected for physical damage, freezing or overheating. Questionable materials shall not be used.

1. Materials shall be stored at the job site, and at all times, in a cool, dry location, out of direct sunlight, protected from weather and other sources of damage.

2. Maximum storage temperature shall not exceed 100 °F. NOTE: Minimize exposure of materials to temperatures over 90 °F. Finishes exposed to temperatures over 110 °F for even short periods may exhibit skinning, increased viscosity and should be inspected prior to use.

C. Protect all products from inclement weather and direct sunlight.

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1.6 PROJECT CONDITIONS:

A. Environmental Requirements:

1. Application of wet materials shall not take place during inclement weather unless appropriate protection is provided. Protect materials

From inclementweather until they are completely dry.

2. At the time of product application, the air and wall surface temperatures shall be from 40 °F minimum to 100 °F maximum.

3. These temperatures shall be maintained with adequate air ventilation and circulation for a minimum as required by the manufacturer thereafter, or until the products are completely dry. Refer to published product data sheets for more specific information.

1.7 COORDINATION: Coordinate layout and installation with adjacent construction materials.

1.8 WARRANTY: Provide manufacturer's written moisture drainage and limited materials warranty against defective material.

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PART 2 - PRODUCTS

2.1 MANUFACTURER: STO CORP; or approved equal.

A. System installed shall be of one manufacture and consist of their provided/ Recommended parts and accessories.

B. All Systems/ products shall be installed per manufacturers instructions.

2.2 PRODUCTS:

A. StoQuick Silver- Drainscreen

B. StoQuick Gold System for Soffits & Ceilings

2.3 MATERIALS:

A. Portland Cement: Shall be Type I or II, meeting ASTM C 150, white or gray in color, fresh and free of lumps.

B. Water: Shall be clean and free of foreign matter.

2.4 COMPONENTS

A. StoQuick Silver- Drain Screen :

1. **Air and Water-Resistive Barrier - Wall Membrane:** Sto Gold Coat – Substrate Driven
2. **StoGuard Detail Component - Sheathing Joints and Corners, Flashing and Rough Opening Protection, Penetrations:** Sto RapidGuard
3. **StoGuard Detail Component - Static Joints and Seams:** Sto RapidGuard
4. **StoGuard Detail Component - Dynamic Joints:** StoGuard Conformable Membrane

5. StoGuard Detail Component-Movement Joints and Substrate Transitions: Sto RapidGuard

6. Drainage: Sto DrainScreen 6mm

7. PermaBase™ Cement Board ASTM C 1325 (min. ½ inch or 13 mm)

8. Reinforcement Mesh: StoGuard Mesh 4.25

9. Mesh: Sto Mesh

10. Base Coat: Sto Primer/Adhesive-B

11. Primer: StoPrime® Sand

12. StoQuik Silver Cement Board Stucco. Architect shall select from full range of colors & textures

B. StoQuick Gold System for Soffits & Ceilings

1. Sheathing as recommended by Manufacture.
2. Reinforcing Mesh: Sto Mesh
3. Basecoat: Sto BTS Xtra
4. Basecoat: Sto BTS Xtra
5. Specialty Systems and Solutions Finish Options:

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PART 3 - EXECUTION

3.1 **EXAMINATION:** Examine substrates, areas, and conditions, to verify actual locations, dimensions, and other conditions affecting performance of work.

A. Prior to installation of the either Sto System, the contractor shall verify that the substrate:

1. Is of a type required by the manufacturer for the system.

2. Is flat within 6.4 mm (1/4 in) in a 1.2 m (4 ft) radius.

3. Is sound, dry, connections are tight, has no surface voids, projections, or other conditions that may interfere with the Outsulation LCMD Systems 1-5 installation or performance.

B. Prior to the installation of the STOQuick Silver- Drain Screen System and/ or StoQuick Gold Soffit & Ceiling Systems, the general contractor shall ensure that all needed flashings and other waterproofing details have been completed, if such completion is required prior to the Outsulation LCMD Systems 1-5 application. Additionally the contractor shall ensure that:

1. Metal roof flashing has been installed in accordance with the manufacturer's requirements, Asphalt Roofing Manufacturers Association (ARMA) Standards and STO CORP Installation Details, DS110, or as otherwise necessary to maintain a watertightenvelope.

2. Openings are flashed in accordance with the STO CORP systems Installation Details, or as otherwise necessary to prevent water penetration.

C. Prior to the installation of the Outsulation LCMD Systems 1-5, the contractor shall notify the architect of all discrepancies.

3.2 PREPARATION

A. The Sto System materials shall be protected by permanent or temporary means from inclement weather and other sources of damage prior to, during, and following application until completely dry.

B. Protect adjoining work and property during installation.

C. The substrate shall be prepared as to be free of foreign materials, such as oil, dust, dirt, form-release agents, efflorescence, paint, wax, water repellants, moisture, frost, and any other condition that may inhibit adhesion.

3.3 INSTALLATION

A. The system shall be installed in accordance with the manufactures installation instructions.

B. The overall minimum base coat thickness shall be sufficient to fully embed the mesh. The recommended method is to apply the base coat in two (2) passes.

C. Sealant shall not be applied directly to textured finishes or base coat surfaces.

D. High impact meshes shall be installed as specified at ground level, high traffic areas, and other areas exposed to or susceptible to impact damage.

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3.4 FIELD QUALITY CONTROL

A. The contractor shall be responsible for the proper storage and application of all materials related to StoQuick systems

B. If required, the contractor shall certify in writing the quality of work performed relative to the substrate system, details, installation procedures, workmanship and the specific products used.

3.5 CLEANING

A. All excess EIFS materials shall be removed from the job site by the contractor in accordance with contract provisions and as required by applicable law.

B. All surrounding areas, where EIFS System has been applied, shall be left free of debris and foreign substances resulting from the contractor's work.

3.6 PROTECTION

A. The Sto Quick Systems shall be protected from inclement weather and other sources of damage until dry and permanent protection in the form of flashings, sealants, etc. are installed

END OF SECTION

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SECTION 07 27 29

LIQUID APPLIED AIR/VAPOR BARRIER

PART 1 - GENERAL

1.1 SUMMARY: Single component, liquid applied, polymer-modified air/vapor barrier, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Unit masonry and cavity wall board insulation; Section 04 20 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit data substantiating that materials complying with requirements for materials specified. Include recommended method of application, recommended primer, number of coats, coverage or thickness, and recommended protection course.

1.4 QUALITY ASSURANCE:

A. Installer Qualifications: Use an experienced installer and adequate number of skilled personnel who are thoroughly trained and experienced in the application of the air barrier.

1. Air Barrier Installer performing Work shall be approved by air barrier membrane manufacturer.

B. Obtain air/vapor barrier materials from a single manufacturer regularly engaged in manufacturing the product.

C. Provide products which comply with all state and local regulations controlling use of volatile organic compounds (VOCs).

1.5 PROJECT CONDITIONS:

A. Substrate: Proceed with air/vapor barrier only after substrate construction and penetrating work have been completed.

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B. Weather Limitation: Proceed with air/vapor barrier only when existing and forecasted weather conditions will permit work to be performed according to manufacturer's recommendations and warranty requirements.

1.6 COORDINATION: Coordinate work with work of other trades including embedding of cavity wall insulation board in air/vapor barrier.

PART 2 - PRODUCTS

2.1 MANUFACTURERS: W. R. Meadows is specified; or approved equal.

2.3 LIQUID AIR VAPOR BARRIER SYSTEM: Air-Shield™ LM (All Season), one component, polymer modified, cold applied liquid air/vapor barrier membrane.

A. Performance Based Specification: Air/vapor barrier membrane shall be an elastomeric asphalt emulsion having the following characteristics:

1. Air Permeability ASTM E283: 0.004 cfm / ft2 @ 75 Pa (1.57 lbs / ft2).

2. Water Vapor Permeance ASTM E96: 0.06 perms.

3. Elongation ASTM D412: > 1000 %.

4. Solids: 65%

2.4 ACCESSORIES:

A. Flashing and Transition Membrane: Self-adhesive polymeric air/vapor barrier membrane having a thickness of 40 mils (1 mm).

1. AIR-SHIELD THRU-WALL FLASHING by W. R. MEADOWS.

B. Liquid Flashing: Fluid applied, single component, flashing membrane for rough openings.

1. AIR SHIELD LIQUID FLASHING by W.R. MEADOWS. C. Primer:

1. Temperatures above 40° F (4° C): Water Based Primer

a. MEL-PRIME™ W/B Water Base Primer by W. R.

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MEADOWS.

2. Temperatures below 30oF (-1° C): Solvent Based Primer.

a. MEL-PRIME VOC Compliant Solvent-Base Primer or Standard Solvent-Base Primer by W. R. MEADOWS.

D. Pointing Mastic: mastic for sealing penetrations and terminations of membrane.

1. POINTING MASTIC by W.R. MEADOWS.

E. Concrete Repair Materials: general purpose patching materials.

1. MEADOW-PATCH™ 5 and 20 Concrete Repair Mortars by W.R. MEADOWS.

PART 3 - EXECUTION

3.1 EXAMINATION.

A. Examine surfaces to receive membrane. Notify Architect if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

3.2 SURFACE PREPARATION.

A. Protect adjacent surfaces not designated to receive air/vapor barrier.

B. Clean and prepare surfaces to receive air/vapor barrier membrane in accordance with manufacturer's instructions.

C. Do not apply membrane to surfaces unacceptable to manufacturer.

D. Concrete surfaces must be clean, free of standing water, ice, snow, frost, dust, dirt, oil, curing compounds or any other foreign material that could prevent proper adhesion of the membrane.

E. Patch all holes and voids and smooth out any surface misalignments.

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F. Patch all cracks, protrusions, small voids, offsets, details, irregularities and small deformities with cementitious patching mortar at least two hours before application.

G. Ensure joints between dissimilar building materials are sealed with a strip of self-adhesive membrane 6" (150 mm) wide, centered over the joint.

3.3 INSTALLATION, GENERAL: Comply with manufacturer's recommendations except where more stringent requirements are indicated and where project conditions require extra precautions to ensure satisfactory performance of work.

A. Locations: Apply air/vapor barrier to exterior surface of inside wythe of double-wythe exterior masonry walls and to exterior surface of inside wythe of single wythe exterior masonry behind metal wall panels.

3.4 APPLICATION OF AIR BARRIER SYSTEM:

A. TRANSITION MEMBRANE

1. Prime surfaces to be covered in one working day with applicable primer.

2. Apply transition membrane with a minimum overlap of 3” (75mm) onto primed surface at all joints, columns, beams and dissimilar materials.

3. Roll membrane firmly into place.

4. Ensure membrane is fully adhered and remove all wrinkles and fish mouths.

5. Overlap subsequent courses of membrane a minimum of 2” (50 mm) and ensure joints are fully adhered.

6. Seal top edge of transition membrane with pointing mastic.

B. ROUGH OPENING TRANSITION MEMBRANE:

1. Self-adhesive Transition Membrane.

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a. Prime the area to be detailed using adhesive recommended by the membrane manufacturer according to the substrate.

b. Pre-cut the self-adhesive membrane for each area of the rough opening to ensure ease of handling.

c. Apply the first pre-cut strip at the base of the rough opening by removing the release paper and rolling firmly into place, ensuring that there is a minimum of 3" (75mm) of membrane extending onto the wall and a minimum of 3" (75mm) of membrane extending into the rough opening.

d. Repeat this procedure for the vertical areas of the rough opening and the header portion of the opening.

e. Ensure all edge overlaps are a minimum of 2" (50mm) and end to end overlaps are 4" (100 mm).

f. Seal all terminations with mastic recommended by membrane manufacturer.

C. THROUGH WALL FLASHING:

1. Prime surfaces to be covered in one working day with applicable primer.

2. Remove release paper prior to application.

3. Apply through wall flashing at base of masonry walls as indicated on drawings.

4. Recess through wall flashing 1/2" (13 mm) from the face of the masonry.

5. Apply a bead of pointing mastic if through wall flashing is not embedded into masonry.

D. AIR BARRIER MEMBRANE:

1. Apply air/vapor barrier membrane in accordance with manufacturer's instructions.

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2. Thoroughly mechanically mix membrane prior to application.

3. Apply membrane by spray or roller at a minimum coverage rate of 17-20 ft2/U.S. gal (1.6-1.9 m2/3.78L) providing a thickness of 80 wet mils in two coats.

4. Frequently inspect surface area with a wet mil gauge to ensure consistent thickness.

5. Work material into any fluted rib forming indentations.

6. Cured thickness of membrane should be 45 mils dry.

7. Avoid use of products which contain tars, solvents, pitches, polysulfide polymers, or PVC materials that may come into contact with air/vapor barrier system.

3.4 PROTECTION AND CLEANING: Cover air/vapor barrier membrane as soon as possible, since it is not designed for permanent exposure. Remove overspray and spilled materials from surfaces not intended to receive air/vapor barrier.

END OF SECTION

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FORMED METAL WALL PANELS

PART 1 - GENERAL

1.1 SUMMARY: Prefinished formed metal panels, complete, including mounting system, anchorages, furring, fasteners, gaskets, sealants, flashing adapters, and accessories.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Structural Steel Framing; Section 05 12 00.

B. Cold-Formed Metal Framing; Section 05 40 00.

C. Miscellaneous metals; Section 05 50 00.

D. Rough Carpentry; Section 06 10 00.

E. Weather Resistant Barrier; Section 07 25 00.

F. Sheet Metal Flashing and Trim; Section 07 60 00.

G. Joint Sealants; Section 07 92 00.

H. Aluminum Entrances, Storefront and Fixed Framing; Section 08 41 00.

I. Exterior Gypsum Sheathing; Section 09 21 16.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit manufacturer's product specifications, standard details, certified test results and installation instructions.

B. Shop Drawings: Submit shop drawings and erection details indicating layout of panels, details of edge conditions and supports, anchorages, trim, flashings, closures, substrates, and special details.

C. Samples: Submit samples of full color palette on specified panel assembly for Architect's selection. Include sample of fasteners to be used for application of panels.

1.4 DELIVERY, STORAGE AND HANDLING:

A. Deliver to project site properly packaged to provide protection against transportation damage.

B. Exercise extreme care in unloading, storing, and erecting systems to prevent bending, warping, twisting and surface damage.

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C. Store materials and accessories above ground on well-skidded platforms. Store under waterproof covering. Provide proper ventilation to prevent condensation build-up between panels or trim/flashing components.

1.5 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.

B. Field Measurements:

1. Established Dimensions for Metal Panels: Where field measurements cannot be made without delaying the Work, either establish framing and opening dimensions and proceed with fabricating metal panels without field measurements, or allow for field trimming metal panels. Coordinate construction to ensure that actual building dimensions, locations of structural members, and openings correspond to established dimensions.

1.6 COORDINATION: Coordinate work with work of other trades.

1.7 WARRANTIES:

A. Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within a specified warranty period.

1. The fabricator and installer will warrant the wall system for a period of 1 year that the fabrication and installation workmanship will be free from defects.

2. The aluminum composite material manufacturer shall warrant for a period of 30 years against Max 5 fade based on ASTM D2244 and Max 8 chalk based on ASTM D4212 and delamination of the paint finish.

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PART 2 - PRODUCTS

2.1 MANUFACTURER: Horizon-Loc Panel by Central States Manufacturing is specified; equivalent systems (including panel profile, color options, gauge, size, fasteners, and installation) will be considered as an approved equal. Final discretion of proposed alternate panels is solely that of the Architect.

2.2 MINIMUM PANEL STANDARDS:

A. GAUGE: 26 GA

B. **Steel Thickness:** 0.0185"

C. **Paint Thickness:** Top coat paint: .70 mil;

Top coat primer: .30 mil;

Bottom coat backer: .35 mil;

Bottom coat primer: .35 mil

D. **Total Thickness:** 0.0202"

E. **Rust Protectant Substrate:** Galvalume® AZ50

F. **Steel Strength:** 50,000 PSI min

G. **Paint System:** SMP

H. **Warranty:** ARRANTY Lifetime limited paint adhesion;

30-yr. chalk and fade;

20-yr. Galvalume perforation

I. **Testing:** UL580 Uplift Resistance Test, 26 Gauge;

UL2218 Impact Resistance Test, 26 Gauge

J. **Approvals:** UL2218 UL Approval, Impact Resistance, Class 4
UL790 UL Approval, Fire Resistance, Class A
RC-423 Texas Windstorm Approval, 26 ga. min. Over ½ " Plywood
FL14026 Florida Approval, 26 ga. min. Roof Panel Ove

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A. **System Performance**

1. Concealed Fastener panels shall be capable of withstanding building movements and weather exposures based on the following test standards required by the architect and/or local building codes:

   a. Wind Load – If system tests are not available, under the direction of an independent third-party laboratory, mockups shall be constructed and tests performed to show compliance to he following minimum standards:

i. Panels shall be designed to withstand the design wind load based upon the local building code, but in no case less than 20 pounds per square foot (psf) and 30 psf on parapet and corner panels. Wind-load testing shall be conducted in accordance with ASTM E330 to obtain the following results.

ii. Normal to the plane of the wall between supports, deflection of the secured perimeter-framing members shall not exceed L/175 or 3/4", whichever is less.

iii. Normal to the plane of the wall, the maximum panel deflection shall not exceed L/60 of the full span.
iv. Maximum anchor deflection shall not exceed 1/16". At 1 1/2 times design pressure, permanent deflections of framing members shall not exceed l/100 of span length and components shall not experience failure or gross permanent distortion. At connection points of framing members to anchors, permanent set shall not exceed 1/16".

b. Air/Water System Test – If system tests are not available, under the direction of an independent third-party laboratory, mockups shall be constructed and tests performed to show compliance to the following minimum standards:

i. Air Infiltration – When tested in accordance with ASTM E283, air infiltration at 1.57 psf must not exceed 0.06 cubic feet per minute per square foot of wall area.

ii. Water Infiltration – Water infiltration is defined as uncontrolled water leakage through the exterior face of the assembly. No water infiltration shall occur in any system under a differential static pressure of 6.24 psf after 15 minutes of exposure in accordance with ASTM E331.

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B. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings

2.6 ACCESSORIES:

A. Extrusions, formed members, sheet and plate shall conform with ASTM B209 and the recommendations of the manufacturer.

B. Panel stiffeners, if required, shall be structurally fastened or restrained at the ends and shall be secured to the rear face of the composite panel with silicone of sufficient size

and strength to maintain panel flatness. Stiffener material and/or finish shall be compatible with the silicone.

C. Sealants and gaskets within the panel system shall be as per manufacturer's standards to meet performance requirements.

D. Fabricate flashing materials from 0.040" minimum thickness aluminum sheet provided by panel manufacturer to match the adjacent curtain wall/panel system where exposed. Post-painted spray-applied flashings are not acceptable. Provide a lap strap under the flashing at abutted conditions and seal lapped surfaces with a full bead of non-hardening sealant.

E. Fasteners (concealed/non-corrosive**):** Fasteners as recommended by system fabricator and installer.

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PART 3 - EXECUTION

3.1 EXAMINATION:

A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

B. Provide field measurements to manufacturer as required to achieve proper fit of the metal wall panels to building envelope. Measurements shall be provided in a timely manner so that there is no impact to construction or manufacturing schedule.

C. Supporting Steel: All structural supports required for installation of panels shall be by others. Support members shall be installed within the following tolerances:

1. Plus or minus 1/8 inch in 5 feet in any direction along plane of framing.

2. Plus or minus 1⁄4 inch cumulative in 20 feet in any direction along plane of framing.

3. Plus or minus 1⁄2 inch from framing plane on any elevation.

4. Plumb or level within 1/8 inch at all changes of transverse for performed corner panel applications.

5. Verify that bearing support has been provided behind vertical joints of horizontal panel systems and vertical joints of horizontal panel systems. Width of support shall be as recommended by manufacturer.

D. Examine individual panels upon removing from the bundle; notify manufacturer of panel defects. Do not install defective panels.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION:

A. Erect panels plumb and level.

B. Attachment system shall allow for the free vertical and horizontal thermal movement due to expansion and contraction for a material temperature range of -20ºF to +180ºF. Buckling of panels, opening of joints, undue stress on fasteners, failure of sealants or any other detrimental effects due to thermal movement are not permitted. Fabrication, assembly and erection procedure shall account for the ambient temperature at the time of the respective operation.

C. Panels shall be erected in accordance with an approved set of shop drawings.

D. Anchor panels securely per engineering recommendations and in accordance with approved shop drawings to allow for necessary thermal movement and structural support.

E. Conform to panel fabricator's instructions for installation of concealed fasteners.

F. Do not install component parts that are observed to be defective, including warped, bowed, dented, scraped and broken members.

G. Do not cut, trim, weld or scrape component parts during erection in a manner that would damage the finish, decrease strength or result in a visual imperfection or a failure in performance. Return component parts that require alteration to shop for refabrication, or for replacement with new parts.

H. Separate dissimilar metals; use appropriate gaskets and fasteners to minimize corrosive or electrolytic action between metals.

3.3 CLEANING AND TOUCH-UP: Clean component surfaces of matter that could preclude paint bond. Touch up abrasions, marks, skips, and other defects to shop-primed surfaces with same type material as shop primer. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect. Remove masking film (if used) as soon as possible after installation. Masking intentionally left in place after panel installation on an elevation shall become the responsibility of the general contractor.

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SECTION 07 54 00

THERMOPLASTIC MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SUMMARY: Adhered system with thermoplastic roofing membrane, including Insulation, flat and tapered.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Steel Decking; Section 05 31 00.

B. Sheet Metal Flashing and Trim; Section 07 60 00.

C. Carpentry; Section 06 10 00.

1.3 REFERENCE STANDARDS

A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2010.

B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2012.

C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2013.

D. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2011a.

E. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.

F. UL (RMSD) - Roofing Materials and Systems Directory; Underwriters Laboratories Inc.; current edition.

G. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

1.4 ADMINISTRATIVE REQUIREMENTS:

A. Preinstallation Meeting: Convene one week before starting work of this section.

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1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.5 SUBMITTALS: Comply with Section 01 33 00

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, surfacing, and fasteners.

C. Specimen Warranty: For approval.

D. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, and paver layout.

E. Samples for Verification: Submit two samples 3 x 5 inches in size illustrating insulation.

F. Samples of Pavers: Submit two.

G. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.

H. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

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

1.6 QUALITY ASSURANCE:

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years of documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section:

1. With minimum five years documented experience.

2. Approved by membrane manufacturer**.**

1.7 DELIVERY, STORAGE, AND HANDLING:

A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.

B. Store products in weather protected environment, clear of ground and moisture.

C. Protect foam insulation from direct exposure to sunlight.

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1.8 FIELD CONDITIONS:

A. Do not apply roofing membrane during unsuitable weather.

B. Do not apply roofing membrane when ambient temperature is below 40 degrees F (5 degrees C)

C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

1.9 WARRANTY:

A. See Section 01 33 00 - Closeout Submittals, for additional warranty requirements.

B. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.

1. Warranty Term: 20 years.
2. For repair and replacement include costs of both material and labor in warranty.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. Acceptable Manufacturer - Roofing System: Firestone Building Products Co. is specified, or approved equal.

1. Roofing systems manufactured by others are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:

a. Specializing in manufacturing the roofing system to be provided.
b. Minimum ten years of experience manufacturing the roofing system to be provided.
c. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
d. ISO 9002 certified.
e. Able to provide Polyisocyanurate insulation that is produced in own facilities.
f. Roofing systems manufactured by the companies listed below are acceptable provided they are completely equivalent in materials and warranty conditions:

B. Manufacturer of Insulation: Same manufacturer as roof membrane.

C. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane.

1. Metal roof edging products by other manufacturers are not acceptable.

2. Field- or shop-fabricated metal roof edgings are acceptable if covered under the warranty.

2.2 ROOFING:

A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over insulation.

B. Roofing Assembly Requirements:

1. Solar Reflectance Index (SRI): 78, minimum, calculated in accordance with ASTM E1980.

a. Field applied coating may not be used to achieve specified SRI.

2. Roof Covering External Fire-Resistance Classification: UL Class A.

3. Insulation Thermal Value (R), minimum: Varies. Refer to roof assemblies for thermal value and thickness.

C. Acceptable Insulation Types - Constant Thickness Application: Any of the types specified.

1. Layer(s) of polyisocyanurate board. Quantity of layers and overall thickness varies.

2. Bottom layer of polyisocyanurate board covered with single layer of polyisocyanurate board.

D. Acceptable Insulation Types - Tapered Application: Any of the types specified.

1. Tapered polyisocyanurate board covered with uniform thickness polyisocyanurate board. Quantity of layers and overall thickness varies.

2.3 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D 6878, with polyester weft inserted reinforcement and the following additional characteristics:

1. Thickness: 0.060

2. Sheet Width: Provide the widest available sheets to minimize field seaming.

3. Puncture Resistance: 265 lbf, minimum, when tested in accordance

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FTM 101C Method 2031.

4. Solar Reflectance: 0.79, minimum, when tested in accordance with ASTM C 1549.

5. Color: White.

6. Acceptable Product: ULTRAPLY TPO by Firestone.

B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches wide.

D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.

1. Thickness: 0.060 inch plus/minus 10 percent.

2. Tensile Strength: 1550 psi, minimum, when tested in accordance with ASTM D 638 after heat aging.

3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.

4. Tearing Strength: 12 lbf, minimum, when tested in accordance with ASTM D 1004 after heat aging.

5. Color: White.

6. Acceptable Product: ULTRAPLY TPO Flashing by Firestone.

E. Tape Flashing: 5-1/2 inch nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch nominal; TPO QuickSeam Flashing by Firestone.

F. Bonding Adhesive: Neoprene and SBR rubber blend, formulated for compatibility with the membrane other substrate materials, including masonry, wood, and insulation facings; ULTRAPLY Bonding Adhesive by Firestone.

G. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone.

H. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.

I. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches wide by 0.10 inch thick; Firestone Termination Bar by Firestone.

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J. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone.

K. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone.

L. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone.

2.4 INSULATION:

A. Polyisocyanurate Board Insulation: Rigid cellular foam, complying with ASTM C1289, Type I, aluminum foil on exterior face; Class 1, non-reinforced foam core and with the following characteristics:

1. Compressive Strength: 20 psi
2. Board Size: 48 x 96 inch.
3. Board Thickness: Refer to drawings.
4. Tapered Board: Slope as indicated; minimum thickness 4 inch; fabricate of fewest layers possible.
5. Thermal Resistance: Refer to drawings for R-value.

B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

C. Manufacturer: Firestone Building Products, LLC; ISO 95+: or approved equal.

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2.5 METAL ACCESSORIES:

A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.

B. Parapet Copings: Formed metal coping with galvanized steel anchor/support cleats for capping any parapet wall; watertight, maintenance free, without exposed fasteners; butt type joints with concealed splice plates; mechanically fastened as indicated; Firestone PTCF.

2.6 ACCESSORIES:

A. 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.

B. Membrane Adhesive: As recommended by membrane manufacturer.

C. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.

D. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.

E. Insulation Adhesive: As recommended by insulation manufacturer.

F. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.

1. Composition: Asphaltic with mineral granule surface or Roofing membrane manufacturer's standard.

2. Surface Color: White.

2.7 PERFORMANCE REQUIREMENTS

A. Regional Materials: Location of manufacturer and point of extraction, harvest, or recovery for each raw material must be within 100 miles of project site for credit.

B. Recycled Content: Provide materials with a minimum of 10% recycled or reused content.

C. The TPO requirements are: 3-year aged SRI ratings value complying with 64.

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PART 3 - EXECUTION:

3.1 INSTALLATION - GENERAL:

A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations. Install pavers on pedestals. Fully support all edges. Shim and adjust pavers to provide level surface.

B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.

C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.

D. Perform work using competent and properly equipped personnel.

E. Temporary closures, which ensure that moisture does not damage any completed

section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.

F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F.

G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.

1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.

2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.

3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.

H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.

I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

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3.2 EXAMINATION:

A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will no strain or rupture roof components or deform deck.

B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.

C. Examine roof substrate to verify that it is properly sloped to drains.

D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

3.3 METAL DECK PREPARATION

A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.

B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.

C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch wide with fill material acceptable insulation to membrane manufacturer.

3.4 INSULATION APPLICATION:

A. Attachment of Insulation:

1. Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions.

B. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.

C. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

D. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.

E. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

F. Do not apply more insulation than can be covered with membrane in same day.

3.5 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: Apply adhesive to substrate at rate of required by manufacturer. 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.

D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.

E. At intersections with vertical surfaces:

1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.

2. Fully adhere flexible flashing over membrane and up to nailing strips.

F. Around roof penetrations, seal flanges and flashings with flexible flashing.

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G. Coordinate installation of roof drains and sumps and related flashings.

3.6 FINISHING SURFACES:

A. Install walkway pads. Space pad joints to permit drainage.

3.7 FIELD QUALITY CONTROL:

A. Require site attendance of roofing and insulation material manufacturers daily during installation of the Work.

3.8 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 conform to their documented instructions.

C. Repair or replace defaced or damaged finishes caused by work of this section.

3.9 PROTECTION:

A. Protect installed roofing and flashings from construction operations.

B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

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SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SUMMARY: Flashing and sheet metal work, complete, except where indicated as work of other sections (requirements specified in this section). Work includes:

A. Flashing and counter-flashing.

B. Fascia.

C. Trim.

D. Gutters.

E. Downspouts.

F. Conductor Heads.

G. Other work indicated and required by project conditions.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Masonry Coping Cap; Section 04 20 00.

B. Metal Wall Panels; Section 07 42 00.

C. Metal flashing with TPO roofing; Section 07 54 00.

D. Joint Sealants; Section 07 92 00.

E. Aluminum flashing with storefront systems; Section 08 41 00.

F. Weather Barrier; Section 07 25 00.

1.3 SUBMITTALS: Comply with Section 01 33 00

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A. Product Data: Submit manufacturer's technical product data, installation instructions and general recommendations for each specified sheet material and fabricated product.

B. Shop Drawings: Submit shop drawings for show materials, gages, layout, profiles, methods of joining, and anchorage details for each sheet metal item and fabricated product..

C. Samples: Submit samples of each product to be used.

1.4 QUALITY ASSURANCE: Provide materials and workmanship meeting requirements of Sheet Metal and Air Conditioning Contractors National Association Manual (SMACNA).

1.5 PROJECT CONDITIONS: Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protection of materials and finishes.

1.6 WARRANTY: Manufacturer's standard 20 year non-prorated warranty for prefinished metal finish, covering color fade, chalking, and film integrity.

1.7 COORDINATION: Coordinate work with work of other trades to ensure proper sequencing.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regional Materials: Location of manufacturer and point of extraction, harvest, or recovery for each raw material must be within 100 miles of project site for credit.

B. Recycled Content: Provide materials with a minimum of 10% recycled or reused content.

2.2 MATERIALS:

A. Sheet Metal: Peterson PacClad, or approval equal.

1. Prepainted Aluminum Sheets: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designed below:

2.

a. ASTM B 209, temper H14 and H34, 0.032" thick, primed and finished with top side with Kynar base fluoropolymer coating 1.0 mil total dry film thickness, and with wash coat on reverse side. Coat prepainted side with liquid applied factory installed strippable film of protection of finished surface.

b. Colors: TDB , architect shall pick from full range of colors.

3. Aluminum Sheets: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designed below:

a. ASTM C 209, 3003-H14, minimum 0.032" thick; mill finished.

4. Lead: ASTM B 749, Type 1151121, copper-bearing sheet lead, minimum 4 lb./sq. ft., except not less than 6 lb./sp. ft. for welding.

B. Fasteners: Same metal as flashing/sheet metal or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with materials being fastened.

C. Solder: ASTM B32, 50% tin and 50% lead, used with rosin flux.

D. Roofing Cement: ASTM D 4586.

E. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

F. Bitumastic Coating: SSPC – Paint 12, cold applied solvent type bitumastic coating for application in dry film thickness of 15 mils per coat.

G. Adhesives: Type recommended by flashing sheet manufacturer for waterproof /weather-resistant seaming and adhesive application of flashing sheet.

H. Underlayment:

1. Paper Slip Sheet: 5 lb. rosin-sized building paper.

2. Polyethylene Underlayment: 6 mil carbonated polyethylene film.

I. Sealants: As specified in Section 07 92 00.

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J. Metal Accessories: Sheet metal clips, cleats, clamping rings, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.

2.3 FABRICATION:

A. Fabricate gutters, downspouts, scuppers, flashing, trim, conductor head, and other exposed sheet metal work indicated, of pre-finished steel sheets. Provide cladding of fascia and other wood trim as indicated or prefinished steel coil.

B. Fabricate sheet metal work not exposed to view of mill finished aluminum.

C. Fabricate flashing at drains and where required to form to contour of roofing components and accessories of lead.

D. Fabricate work to comply with "SMACNA" Architectural Sheet Metal Manual", metal manufacturer's recommendations, and recognized industry practices.

E. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates.

F. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems.

G. Fabricate prepainted aluminum with strippable film in place. If soldering is necessary, mechanically remove coating. Touch up with color matched paint.

H. Seams: Unless otherwise indicated or specified: Fabricate nonmoving seams in sheet metal with flat-lock seams. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required. For metal other than aluminum, tin edges to be seamed, form seams and solder.

I. Expansion Provisions: Where lapped or bayonet-type expansion provisions cannot be used, or would not be sufficiently water/ weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed within joints); unless otherwise indicated or specified.

J. Separate dissimilar metals from each other by painting each metal surface in area of contact with a heavy application of bitumastic coating, or by other permanent separation as recommended by manufacturers of dissimilar metals.

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PART 3 - EXECUTION

3.1 EXAMINATION: Examine substrates and conditions under which sheet metal work will be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION, SHEET METAL:

A. SMACNA Details: Except as otherwise indicated or specified, comply with applicable recommendations and details of "Architectural Sheet Metal Manual" by SMACNA.

B. Manufacturer's Recommendations: Except as otherwise indicated or specified, comply with recommendations and instructions of manufacturer of sheet metal being installed.

C. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.

D. Underlayment: Where aluminum is to be installed directly to wood substrates, install a course of paper slip sheet and a course of polyethylene underlayment.

E. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

F. Seal edges of metal flashings to substrate with roofing cement; install bed or bead of cement in manner which will maintain a watertight seal.

G. Secure edges of flashing to other work with angles and bars, and seal with sealant as indicated.

H. Remove strippable film from prepainted work.

3.3 CLEAN-UP: After completion of work, clean roofing cement, sealant and bituminous paint from flashing, floors, and all surfaces so defaced. Remove all excess materials and scraps from the job and leave all surfaces neat and clean.

END OF SECTION

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SECTION 07 72 00

ROOF HATCH, RTU SCREENS & ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY: Roof hatch, RTU Screens and accessories, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Cants, blocking, nailers; Section 06 10 00.

B. Thermoplastic membrane roofing; Section 07 55 00.

C. Sheet metal flashing and trim; Section 07 60 00.

D. Painting; Section 09 90 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Show fabrication and installation details for roof hatch and accessories. Show layout including plans and elevations. Indicate dimensions, weight, loading, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other work.

1.4 QUALITY ASSURANCE:

A. Sheet Metal Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashings to coordinate with type of roofing indicated.

B. Applicable Standards for Ladders: Comply with ANSI A14.3 American National Standard for Ladders - Fixed - Safety Requirements.

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1.5 DELIVERY, STORAGE AND HANDLING: Pack, handle, and ship roof hatch and accessories properly labeled in heavy-duty packaging to prevent damage.

1.6 PROJECT CONDITIONS: Verify required openings for roof hatch by field measurements before fabrication and indicate measurements on shop drawings.

1.7 COORDINATION: Coordinate layout and installation of roof hatch with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and non-corrosive installation.

1. With Architect's approval, adjust location of roof hatch and accessories that would interrupt roof drainage routes, roof expansion joints, and other construction elements.

1.8 WARRANTY: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

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PART 2 - PRODUCTS

2.1 ROOF HATCH: Bilco is specified. Equivalent products from O'Keeffe's, Babcock-Davis, Dur-Red Products, J. L. Industries, Milcor Inc., and Wasco are acceptable, or approved equal.

A. Model: Type "S-20"; 2'6" X 3'0".

B. Material: Steel; cover and frame are 14 gage G90 paint bond galvanized steel.

C. Cover: Breakformed, hollow-metal design, 1" concealed fiberglass insulation, 3" beaded, overlapping flange, fully welded at corners, and internally reinforced for 40 psf live load.

D. Curb: 12" height, integral cap flashing, 1" fiberboard insulation, fully welded at corners, and 3-1/2" mounting flange with 7/16" holes to secure frame to roof deck substrate.

E. Gasket: Extruded EPDM rubber gasket.

F. Hinges: Heavy-duty pintle hinges with 3/8" type 316 stainless steel hinge pins.

G. Latch: Slam latch with interior and exterior turn handles and padlock hasps. Padlocks NIC.

H. Lift Assistance: Compression spring operators enclosed in telescopic tubes. Automatic hold-open arm with grip handle release.

I. Finish: Steel: Manufacturer's standard red oxide primer. Finish painting specified in Section 09 90 00.

J. Hardware:

1. Engineered composite compression spring tubes.
2. Steel compression springs with electrocoated acrylic finish.
3. All other hardware is zinc plated/chromate sealed.
4. Finish & Coating: Standard mill finish.

2.2 RTU MECHANICAL SCREENS: Basis of Design: NuVue Equipment Screens, by www.curbsplus.com.

a. Style: Roof Curb Mount, 3 and 4 sided slide screen (see roof plan)

b. Panel Profile: Shadow

c. Color: TBD. Architect shall select from full range of manufacture color options.

d. Trim Profile: Flat

e. Size: Refer to Roof Plan and recommended clearances by manufacture

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PART 3 - EXECUTION

3.1 EXAMINATION: Examine substrates, areas, and conditions, to verify actual locations, dimensions, and other conditions affecting performance of work.

A. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored and is ready to receive roof hatch and accessories.

B. Verify dimensions of roof openings for roof hatch and accessories.

C. Coordinate anchorages. Furnish setting drawings, templates, and anchorage structural loads for fastener resistance.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION:

A. General: Install roof hatch, mechanical screens and accessories according to manufacturer's written instructions. Anchor securely in place and capable of resisting forces specified. Use fasteners, separators, sealants, and other miscellaneous items as required for completing installation. Install to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.

B. Install roof hatch, mechanical screens and accessories to fit substrates and to result in watertight performance.

C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

D. Install level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.

E. Check roof hatch for proper operation. Adjust operating mechanism as required for proper operation. Clean and lubricate joints and hardware

3.3 TOUCH UP: Touch up factory-primed surfaces with compatible primer ready for field painting in accordance with Section 09 91 00.

3.4 CLEANING: Clean exposed surfaces according to manufacturer's written instructions.

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END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Completely close with sealant all joints. Include joints around frames of doors, flooring joints, joints at penetrations of walls, decks, and floors by piping and other services and equipment, joints between items of equipment and other construction, and other joints indicated or specified to be sealed.

1.2 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit manufacturer's specifications, recommendations, and installation instructions for each type of sealant, calking compound and miscellaneous materials. Include letter of certification, or certified test laboratory reports indicating that each material complies with the requirements and is intended for the applications indicated.

B. Samples: Submit 12" long sample of each color required (except black) for each type of sealant exposed to view. Samples will be viewed for color only.

1.3 QUALITY ASSURANCE:

Obtain elastomeric materials only from manufacturer who will, if required, send a qualified technical representative to project site, for the purpose of advising the installer of proper procedures and precautions for the use of the material.

1.4 JOB CONDITIONS:

A. Examine joint surfaces, backing, and anchorage of units forming sealant rabbet. Do not proceed with work until unsatisfactory conditions have been corrected.

B. Do not proceed with installations of sealants under adverse weather conditions, or when temperatures are above or below manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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A. General Emissions Evaluation: Products must be tested and determined compliant in accordance with California Department of Public Health (CDPH) Standard Method v1.1-2010, using the applicable exposure scenario. The manufacturers' or third-party certification must state the exposure scenario used to determine compliance. Claims of compliance for wet-applied products must state the amount applied in mass per surface area. The Claims of compliance must also state the range of total VOCs after 14 days, measured as specified in CDPH Standard Method v1.1.

B. VOC content requirements for wet-applied products: For adhesives and sealants, in addition to meeting the general requirements for VOC emissions (above), on-site wet-applied products must meet the applicable VOC limits of the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Adhesive and Sealant Applications, or the South Coast Air Quality Management District (SCAQMD) Rule 1168 effective June 3, 2011. If a product cannot be reasonably be tested as specified above, testing of VOC content must comply with ASTM D2369-10; ISO 11890, Part 1; ASTM D6886-03; or ISO 11890-2. Methylene chloride and perchloroethylene may be intentionally added in paints, coatings, adhesives, or sealants

C. Purchase product from manufacturer that has an EPD conforming to ISO 14025, 14040, 14044, and EN 15804, or ISO 21930 and having at least a cradle to gate scope.

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2.2 MATERIALS:

A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.

B. Provide in colors as selected by Architect from manufacturer's standard colors.

2.3 ELASTOMERIC JOINT SEALANTS:

Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated with complies with ASTM C 920 requirements, including those for Type, Grade Class, and Uses.

A. Multi-Component Nonsag Urethane Sealant: Type M, Grade NS, Class 25. BASF "NP 2", Pecora "Dynatrol II", Tremco "Vulken 227", or Bostik "Chem-Calk 500".

B. One-Component Pourable Urethane Sealant: Type S, Grade P, Class 25. BASF "SL-1", Pecora "NR-201 Urexpan", Tremco "Vulken 45", or Bostik "Chem-Calk 950".

C. Multi-Component Pourable Urethane Sealant: Type M, Grade P, Class 25. BASF "SL-2", Tremco "THC 900", Pecora "NR-200 Urexpan", Tremco "Vulken 245", or Bostik "Chem-Calk 550".

D. Low Modulus Nonacid Curing Silicone Sealant: Type S, Grade NS, Class 25. Dow Corning 790 or GE Silpruf SCS2000.

E. One-Component Mildew-Resistant Silicone Sealant: Type S, Grade NS, Class 25. Dow Corning "786", Tremco "Proglaze White", or Pecora "898 White".

2.4 ACRYLIC EMULSION SEALANT:

ASTM C 834, one component, nonsag, acrylic, paintable, mildew-resistant. BASF "Sonolac", Tremco "Tremflex 834", Pecora Corp. "AC-20+", or Bostik "Chem-Calk 600".

2.5 MISCELLANEOUS MATERIALS:

A. Joint Cleaner: Type of joint cleaning compound recommended by sealant manufacturer for joint surfaces to be cleaned.

B. Joint Primer/Sealer: Type recommended by the sealant manufacturer for the joint surfaces to be primed or sealed.

C. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.

D. Sealant Backer Rod:

1. Provide backing rod of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

2. ASTM C 1330, Type C closed cell material with surface skin, Type O open cell or Type B biocellular material with a surface skin, except use Type C at horizontal surfaces. Provide size and shape of rod which will control joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.

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PART 3 - EXECUTION

3.1 JOINT TYPES AND USAGES:

A. Acrylic Emulsion Sealant: All interior joints except joints with metal, aluminum, and wet work.

B. Urethane Sealants:

1. Exterior joints and interior joints with aluminum or metal, use nonsag urethane sealant.

a. Note: At contractor's option, low modulus silicone sealant may be used.

2. Horizontal joints subject to pedestrian traffic, use minimum 35 Shore A hardness one component or multi-component pourable urethane sealant.

C. Silicone Sealants: At wet work, sinks and plumbing fixtures, use mildew resistant silicone sealant.

3.2 JOINT SURFACE PREPARATION:

A. Clean joint surfaces immediately before installation of sealant. Remove dirt, insecure coatings, moisture, and other substances that would interfere with bond of sealant.

B. For elastomeric sealants, do not proceed with installation of sealant over joint surfaces which have been painted, lacquered, waterproofed or treated with water repellent or other treatment or coating. Remove coating or treatment from joint surfaces before installing sealant.

C. Etch concrete joint surfaces to remove excess alkalinity. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.

D. Roughen joint surfaces on vitreous coated and similar non-porous materials, wherever sealant manufacturer's data indicates lower bond strength than for porous surfaces. Rub with fine abrasive cloth or wool to produce a dull sheen.

3.3 INSTALLATION:

Comply with sealant manufacturer's printed instructions, except where more stringent requirements are indicated or specified and except where manufacturer's technical representative directs otherwise.

A. Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.

B. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for the application shown.

C. Install bond breaker tape wherever shown and wherever required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.

D. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal

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surface and a vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.

E. Install sealants to depths as shown or, if not shown, as recommended by the sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead.

1. For sidewalks and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but neither more than 5/8" deep nor less than 3/8" deep.

2. For normal moving joints sealed with elastomeric sealants, but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.

3. For joints sealed with non-elastomeric sealants, fill joints to a depth in the range of 75% to 125% of joint width.

F. Do not allow sealants to overflow or spill onto adjoining surfaces. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces, by either the primer/sealer or the sealant.

G. Remove excess and spillage of sealants promptly as the work progresses. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage, without damage to the adjoining surfaces of finishes.

3.4 CURE AND PROTECTION:

Cure sealants in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength, and surface durability. Cure and protect sealants in a manner which will minimize increases in modulus of elasticity and other accelerated aging effects. Replace or restore sealants which are damaged or deteriorated during construction period.

END OF SECTION

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SECTION 07 95 00

EXPANSION CONTROL

PART 1 – GENERAL

1.1 SUMMARY: Exterior expansion control assemblies, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Unit Masonry; Section 04 20 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: For each type of expansion joint assembly specified, including manufacturer's product specifications, installation instructions, details of construction relative to materials, dimensions of individual components, profiles and finishes.

B. Shop Drawings:

1. Placement Drawings: Include line diagrams showing plans, elevations, sections, details, splices, entire route of each joint system, and attachments to other work. Where joint system change planes, provide isometric or clearly detailed drawing depicting how components interconnect.
2. Schedule: Prepared by or under supervision of supplier. Include the following information in tabular form:

   a. Manufacturer and model number of each joint system.
   b. Joint system location cross-referenced to drawings.
   c. Nominal joint width.
   d. Movement capability.
   e. Classification as thermal or seismic.
   f. Materials, colors, and finishes.
   g. Product options.

C. Samples: If requested, submit sample of specified finish for Architect's verification.

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1.4 PERFORMANCE REQUIREMENTS: Provide expansion joint assemblies that, when installed, remain watertight within movement limitations specified.

1.5 QUALITY ASSURANCE:

A. Obtain expansion joint cover assemblies from one source from single manufacturer.

B. Installer Qualifications: Approved by manufacturer.

1.6 PROJECT/SITE CONDITIONS:

A. Deliver joint covers to project site in new, clean, unopened containers of size and strength to protect materials during shipping.

B. Store materials in original containers in dry location.

1.7 WARRANTY: Provide manufacturer's standard warranty one year material and workmanship warranty for each type of expansion joint system.

1.8 COORDINATION: Coordinate work with work of other trades.

PART 2 - PRODUCTS

2.1 MANUFACTURERS: Expansion joint assemblies are scheduled in Paragraph 3.5.

A. Construction Specialties, Inc. is specified. Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:

1. Architectural Art Mfg., Inc.
2. Balco, Inc.
3. MM Systems.

2.3 MATERIALS:

A. Aluminum: ASTM B 221, alloy 6063-T5 for extrusions, ASTM B 209, alloy 6061-T6 for plate and 5052-H32 alloy for sheet.

1. Protect aluminum surfaces to be placed in contact with cementitious materials with a protective coating.

2. Aluminum Finish: Comply with NAAMM "Metal Finishes Manual" for finish designations and application recommendations. Apply finishes in factory after fabrication. Protect finishes on exposed surfaces before shipment.

a. Mill finish.

B. Elastomeric Seals: Preformed elastomeric membranes or extrusions to be installed in metal frames. Seal color as selected by Architect.

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C. Strip Seals: ASTM E 1783; preformed elastomeric membrane or tubular extrusions having an internal baffle system and secured in or over a joint by a metal locking rail. Seal color as selected by Architect.

D. Accessories: Manufacturer's standard anchors, clips, fasteners, set screws, spacers, filler materials, lubricant, adhesive, and other accessories compatible with material in contact, as indicated and required for complete installations.

2.4 EXPANSION JOINT ASSEMBLIES:

A. General: Provide assemblies of design, basic profile, materials, and operation indicated. Provide units comparable to those specified to accommodate joint size, variations in adjacent surfaces, and structural movement without material degradation or fatigue when tested according to ASTM E 1399.

1. Furnish units in longest practicable lengths to minimize number of end joints. Provide hairline mitered corners where joint changes directions or abutts other materials.

2. Include closure materials and transition pieces, tee-joints, corner, curbs, cross-connections, and other accessories as required to provide continuous joint cover assemblies.

B. Design assemblies for sizes and movement characteristics as indicated on drawings.

C. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

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PART 3 - EXECUTION

3.1 EXAMINATION: Examine surfaces where joint assemblies will be installed for installation tolerances and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION:

A. Manufacturer's Instructions: In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations, including preparing substrate, applying materials, and protecting installed units.

C. Provide anchorage devices and fasteners where necessary to secure assemblies to in-place construction, included threaded fasteners with drilled- in expansion shields for masonry. Provide fasteners of metal, type, and size to suit type of construction indicated and provide for secure attachment of assemblies.

3.3 INSTALLATION: Comply with manufacturer's instructions and final shop drawings.

A. Metal Frames: Perform cutting, drilling, and fitting required to install joint systems.

1. Install in true alignment and proper relationship to joints and adjoining finished surfaces measured from established lines and levels.

2. Adjust for differences between actual structural gap and nominal design gap due to ambient temperature at time of installation. Notify Architect where discrepancies occur that will affect proper installation and performance.

3. Cut and fit ends to accommodate thermal expansion and contraction of metal without buckling of frames.

4. Location in continuous contact with adjacent surfaces.

5. Shim to level where required. Support underside of frames continuously to prevent vertical deflection when in service.

6. Locate anchors at interval recommended by manufacturer, but not less than three inches from each end and not more than 24 inches o.c.

B. Seals In Metal Frames: Install elastomeric seals and membranes in frames to comply with manufacturer's written instructions. Install with minimum number of end joints.

1. Provide in continuous lengths for straight sections.

2. Seal transitions according to manufacturer's written instructions. Vulcanize or heat-weld field-spliced joints as recommended by manufacturer.

3. Mechanically lock seals into frames or adhere to frames with adhesive of pressure-sensitive tape as recommended by manufacturer.

C. Terminate exposed ends of joint assemblies with field- or factory-fabricated termination devices.

3.4 CLEANING AND PROTECTION: Do not remove protective covering until finish work in adjacent areas is complete. When protective covering is removed, clean exposed metal surfaces to comply with manufacturer's instructions.

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3.5 SCHEDULE:

A. Exterior:

1. Bridge New Roof to Existing Building/ Metal Panel wall: Slip type expansion joing. Color to match that of new paint for Existing Building: TBD.

2. Bridge New Roof to Existing Metal Roof: Bellow type expansion system. Color to match new Concealed Fastener metal panel

3. New EIFS Art wall to existing metal building Wall: Slip-type expansion system. Color as selected by Architect.

B. Interior:

1. Existing Building Floor to New addition floor: Floor-to-floor joint system with cover for ADA travel.

2. New Interior walls to Existing: Compressable expansion joint filler.

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END OF SECTION

SECTION 08 11 13

HOLLOW METAL STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 RELATED SECTIONS

A. Section 08 71 00 - Door Hardware.

B. Section 09 90 00 - Painting and Coating.

1.3 REFERENCES

A. ANSI/DHI A 115.IG - Installation Guide for Doors and Hardware.

B. ANSI/BHMA A 156 - Specifications for Hardware Preparations in Standard Steel Doors and Frames.

C. ANSI/BHMA A156.7 - Hinge Template Dimensions.

D. ANSI A 250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors and Hardware Reinforcing.

E. ANSI A 250.11 - Recommended Erection Instructions for Steel Frames.

F. ASTM - American Society for Testing and Materials

G. ASTM A 366/A 366M - Standard Specification for Steel, Sheet, Carbon, Cold-Rolled, Commercial Quality.

H. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

I. ASTM A 924 - Specification for General Requirements for Steel Sheet, Metallic Coated by the Hot Dip Process.

J. SDI - Steel Door Institute

K. SDI-111 - Recommended Standard Details for Steel Doors & Frames.

L. NAAMM/HMMA - Hollow Metal Manufacturers Association

M. NAAMM/HMMA-840 - Guide Specification for Installation and Storage of Hollow Metal Doors and Frames.

N. UL - Building Materials Directory; Underwriters Laboratories Inc.

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1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: Manufacturer's standard details and catalog data indicating compliance with referenced standards, and manufacturer's installation instructions.

C. Certificates:

1. Manufacturer's certification that products comply with referenced standards.

2. Evidence of manufacturer's membership in the Steel Door Institute.

D. Shop Drawings: Door, frame, and hardware schedule in accordance with SDI 111D. Show types, quantities, dimensions, specified performance, and design criteria, materials and similar data for each opening required.

1. Indicate frame configuration, anchor types and spacing, location of cutouts for hardware, reinforcement, to ensure doors and frames are properly prepared and coordinated to receive hardware.

2. Indicate door elevations, internal reinforcement, closure method, and cutouts for glass lights and louvers.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Member of the Steel Door Institute.

B. Installer: Minimum five years documented experience installing products specified this Section.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Handle, store and protect products in accordance with the manufacturers printed instructions and ANSI/SDI A250.10 and NAAMM/HMMA 840.

B. Store doors vertically in a dry area, under a proper vented cover. Place on 4 inch (102 mm) high wood sills to prevent rust or damage. Provide 1/4-inch (6 mm) space between doors to promote air circulation.

C. Store frames in an upright position with heads uppermost under cover. Place on 4 inch (102 mm) high wood sills to prevent rust and damage. Store assembled frames five units maximum in a stack with 2 inch (51 mm) space between frames to promote air circulation.

D. Do not use non-vented plastic or canvas shelters to prevent rust or damage.

E. Should wrappers become wet, remove immediately.

1.7 COORDINATION

A. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal cutouts and reinforcement for door hardware, electric devices and recessed items.

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B. Coordinate Work with frame opening construction, door and hardware installation.

C. Sequence installation to accommodate required door hardware.

D. Verify field dimensions for factory assembled frames prior to fabrication**.**

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

1. Ceco Door

2. Steelcraft, Cincinnati, Ohio

3. Curries, Mason City, Iowa

B. Requests for substitutions will be considered in accordance with provisions of Section 01 33 00.

C. Provide all steel doors and frames from a single manufacturer.

2.2 DOOR SYSTEMS

A. General: Construct exterior/interior doors to the following designs and gages:

1. Exterior Door: Zinc-Iron Alloy-Coated galvannealed steel, ASTM A 653, Class A60:

a. Include galvannealed components and internal reinforcements with galvannealed doors.

b. Close tops of exterior swing-out doors to eliminate moisture penetration. Galvannealed steel top caps are permitted.

c. Include galvannealed hardware reinforcements.

2. Interior Door: Cold-rolled steel, ASTM A 1008/A 1008M with 90-min. fire rating:

3. Prime Finish Doors: Clean, phosphatize and factory prime painted doors indicated on Door Schedule as HM.

a. Provided adequate reinforcements for other hardware as required.

4. Basis of Design: Ceco Door, series LP.

5. Face sheets, 16 gage galvannealed steel having an A60 zinc-iron alloy coating conforming to ASTM designations A653 and A924.

6. Bevel hinge and lock door edges, 1/8 inch (3 mm) in 2 inches (50 mm). Square edges on hinge and/or lock stiles are not acceptable.

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7. Reinforce top and bottom of doors with galvannealed 14 gage (1.7 mm), welded to both panels.

8. Vertical edge seams: Provide doors with continuous vertical mechanical inter-locking joints at lock and hinge edges. Finish edges as follows:

a. Filled Vertical Edges (F): Continuous vertical mechanical interlocking joints with internal epoxy seal; edge seams epoxy filled and ground smooth.

9. Door faces reinforced and sound deadened as follows:

a. Honeycomb (Interior Door): Reinforced, stiffened, sound deadened and insulated with impregnated Kraft honeycomb core completely filling the inside of the doors and laminated to inside faces of both panels using contact adhesive applied to both panels and honeycomb core.

b. Polystyrene Core (Exterior Door): Full 1-3/4 inches (45 mm) thick rigid polystyrene, adhered to inside of door faces and polystyrene core with waterproof adhesive for bond strength and rust prevention.

c. Steel Stiffened Core: Vertical stiffeners, hat-shaped, minimum 20 gage (0.8 mm) steel, type same as face sheet material, spaced 6 inches (150 mm) apart and welded to inside of face sheets 5 inches (127 mm) on center; full-thick glass fiber insulation between stiffeners.

2.3 DOOR FRAMES

A. **General: Construct exterior/interior metal door frames to the following designs** and gages;

1. Exterior Frames: Zinc-Iron Alloy-Coated galvannealed steel, ASTM A 653, Class A60:

2. Include galvannealed components and internal reinforcements with galvannealed frames.

3. Electrical Requirements: Coordinate all electrical requirements for doors and frames. Make provisions for installation of electrical items so that wiring can be readily removed and replaced.

a. Provide cutouts and reinforcements required for metal door frame to accept electric components.

b. Frame with Electrical Hinges: Weld UL listed grout guard cover box welded over center hinge reinforcing. Top or bottom hinge locations are not permitted.

c. Provide cutouts and reinforcements required to accept security system components**.**

d. Coordinate with Section 08 70 00 – Finish Hardware.

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2.4 ACCESSORIES

A. Anchors: Manufacturer's standard framing anchors, specified in manufacturer's printed installation instructions for project conditions.

B. Silencers: Resilient rubber, Inserted type, three per strike jamb for single openings and two per head for paired openings. Stick-on silencers shall not be permitted except on hollow metal framing systems.

2.5 FABRICATI0N

A. Steel Frames:

1. Factory-welded frames: Head and jamb intersecting corners mitered at 45 degrees, with back welded joints ground smooth.

a. Continuous face weld the joint between the head and jamb faces along their length either internally or externally. Grind, prime paint, and finish smooth face joints with no visible face seams.

b. Externally weld, grind, prime paint, and finish smooth face joints at meeting mullions or between mullions and other frame members per a current copy of ANSI/SDI A250.8.

c. Provide temporary steel spreaders (welded to the jambs at each rabbet of door openings) on welded frames during shipment. Remove temporary steel spreaders prior to installation of the frame.

2. Provide cutouts and reinforcements required for electrical and security components specified elsewhere in this specification.

2.6 FINISHES

A. Chemical Treatment: Treat steel surfaces to promote paint adhesion.

B. Factory Prime Finish: Meet requirements of ANSI A 250.10.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that project conditions are acceptable before beginning installation of frames.

1. Verify that completed concrete or masonry openings to receive butt type frames are of correct size.

B. Do not begin installation until conditions have been properly prepared.

C. Correct unacceptable conditions before proceeding with installation.

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3.2 INSTALLATION

A. Install doors and frames in accordance with manufacturer's printed installation instructions and with Steel Door Institute's recommended erection instructions for steel frames ANSI A250.11 and NAAMM/HMMA 840.

B. Remove temporary steel spreaders prior to installation of frames.

C. Set frames accurately in position; plumb, align and brace until permanent anchors are set. After wall construction is complete, remove temporary wood spreaders.

D. Provide full height 3/8 inch (9.5 mm) to 1-1/2 inch (38 mm) thick strip of polystyrene foam blocking at frames requiring grouting where continuous hinges are specified. Apply the strip to the back of the frame, where the hinge is to be installed, to facilitate field drilling or tapping.

E. Apply hardware in accordance with hardware manufacturers' instructions and Section 08 70 00 – Finish HArdware

3.3 FIELD QUALITY CONTROL

3.4 ADJUST AND CLEAN

A. Adjust doors for proper operation, free from binding or other defects.

B. Clean and restore soiled surfaces. Remove scraps and debris and leave site in a clean condition.

C. Prime Coat Touch-Up: Immediately after erection, sand smooth rusted or damaged areas of prime coat, and apply touch-up of compatible air-drying primer.

3.5 PROTECTION

A. Protect installed products and finished surfaces from damage during construction.

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END OF SECTION

SECTION 08 15 13

HIGH PRESSURE PLASTIC LAMINATED FACED DOORS

PART 1 - GENERAL

1.1 SUMMARY: Solid-core doors and stile and rail doors with plastic-laminated faces, complete. See Door Schedule for sizes and fire ratings.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Interior Steel Doors and Frames; Section 08 11 13.13

B. Finish hardware; Section 08 70 00.

C. Glass And Glazing; Section 08 80 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit door manufacturer's product data, including details of core and edge construction, and trim for openings.

B. Shop Drawings: Submit shop drawings indicating location, size and hand of each door, elevation of each kind of door, construction details not covered in product data; and the following:

1. Dimensions of locations of blocking.

2. Dimensions and locations of mortises and holes for hardware.

3. Dimensions and locations of cutouts.

4. Undercuts.

5. Finish requirements.

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6. Fire-protection ratings.

C. Samples: Submit sample, minimum 6" square. of plastic laminate, in color texture and pattern scheduled for verification by Architect.

1.4 QUALITY ASSURANCE: Comply with the following industry standard:

A. Wood Door Manufacturer's Association (WDMA)) I.S.1A "Industry Standard for Architectural Wood Flush Doors".

B. Architectural Woodwork Institute (AWI) "Architectural Woodwork Standards", including Section 9 "Doors" for grade of door, core construction, finish and other requirements exceeding those of WDMA quality standard.

C. Source Limitations: Obtain doors from a single manufacturer.

D. Fire-Rated Doors: Provide doors complying with NFPA 80 that are listed and labeled by U.L, Warnock-Hersey, or other qualified testing agency, for fire protection ratings indicated, based on testing at positive pressure according to UL 10C.

1. Positive Pressure: Fire rated doors must comply with positive pressure testing requirements of UL 10C.

a) Category A: Intumescents concealed on door edge.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Comply with requirements of referenced standard and manufacturer's written instructions.

B. Package doors individually in plastic bags or cardboard cartons.

C. Identify each door with numbers which correlate with designation system used on shop drawings for door, frames, and hardware, using temporary, removable or concealed markings.

1.6 ENVIRONMENTAL CONDITIONS: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

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1.7 **WARRANTY:** Submit written agreement on door manufacturer's standard form, signed by manufacturer, installer, and Contractor, agreeing to repair or replace defective doors which have warped (bow, cup or twist) or that show telegraphing of core construction in face veneers, or do not conform to tolerance limitations of referenced standards. Warranty shall be in effect for lifetime of installation.

PART 2 - PRODUCTS

2.1 **PERFORMANCE REQUIREMENTS**

A. Recycled Content: Provide materials with a minimum of 10% recycled or reused content. 1. Product Certificates for Regional Materials: For regional materials, indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include distance to Project and cost for each regional material.

B. Provide products that meets Ultra Low Emitting Formaldehyde (ULEF) resins or No Added Urea Formaldehyde resins as defined by the California Air Resources Board, Airborne Toxic Measure to Reduce Formaldehyde Emissions from Composite Wood Products Regulation.

C. General Emissions Evaluation: For cabinet adhesives and sealants, products must be tested and determined compliant in accordance with California Department of Public Health (CDPH) Standard Method v1.1-2010, using the applicable exposure scenario. The manufacturers' or third-party certification must state the exposure scenario used to determine compliance. Claims of compliance for wet-applied products must state the amount applied in mass per surface area. The Claims of compliance must also state the range of total VOCs after 14 days, measured as specified in CDPH Standard Method v1.1.

D. VOC content requirements for wet-applied products: For adhesives and sealants, in addition to meeting the general requirements for VOC emissions (above), on-site wet-applied products must meet the applicable VOC limits of the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Adhesive and Sealant Applications, or the South Coast Air Quality Management District (SCAQMD) Rule 1168 effective June 3, 2011. If a product cannot be reasonably be tested as specified above, testing of VOC content must comply with ASTM D2369-10; ISO 11890, Part 1; ASTM D6886-03; or ISO 11890-2. Methylene chloride and perchloroethylene may be intentionally added in paints, coatings, adhesives, or sealants.

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2.2 MANUFACTURERS:

VT Industries is specified; equivalent products of Oshkosh, Algoma and Marshfield are acceptable. Note: Deviations from specified requirements must be submitted pre-bid for review for specified product and for equivalent products.

2.3 PLASTIC FACED DOORS:

A. Faces: 0.050" thick high pressure decorative laminate complying with NEMA LD-3, Grade HGS, in pattern and color as scheduled: WilsonArt, Kensington Maple #10776-60, Matte Finish.

1. Wilson Art plastic laminate is specified; equivalent products from other manufacturer's will be considered; submit for pre-bid substitution in compliance with Section 01 33 00.

B. Grade:

1. All Doors, Except Full Lite Doors: Custom.

2. Full Lite Doors: Premium.

C. Core:

1. All Doors, Except Full Lite Doors: Particleboard (PC).
2. Full Lite Doors: Structural Composite Lumber (SLC).

D. Construction: Five-ply with stiles and rails bonded to core, then entire unit abrasive planed before faces and crossbands are applied.

E. Stiles: Plastic laminate matching faces, applied before faces.

F. Vertical Edges (Visible Surface): Same as face material laminated with edge before-face construction.

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2.4 FIRE RATED DOORS WITH PLASTIC LAMINATE FACES:

A. Faces, Grade, Stiles: Match non-rated doors.

B. Construction: Manufacturer's core and construction for type of face specified, or manufacturer's standard mineral-core construction to provide fire resistance rating indicated.

C. Edge Construction: Provide Category A (concealed) intumescent seal engineered into door construction; provide laminated plastic edge to match surface finish over concealed edge construction.

2.5 METAL VISION PANEL ASSEMBLY:

A. 20 gage C.R.S. frame, flush to door low profile look for use with 1-3/4" laminated plastic doors. Two-piece frame with mitered and welded corners. Countersunk mounting holes for flush appearance.

1. Where scheduled, provide metal frame approved for use in doors of fire-protection rating indicated.

B. Custom baked enamel finish.

C Glass as scheduled; meeting requirements specified in Section 08 80 00.

2.6 FABRICATION:

A. Factory pre-fit and pre-machine doors to fit frame opening sizes indicated with the following uniform clearances and bevels.

1. Comply with tolerance requirements of referenced standards for pre-fitting. Comply with final hardware schedules and door frame shop drawings and with hardware templates. Comply with requirements of NFPA 80 for fire-resistance-rated doors.

2. Factory machine doors for hardware that is not surface applied. Comply with final hardware schedules and door frame shop drawings and with hardware templates.

3. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with factory premachining.

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B. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standards for kinds of doors required.

PART 3 - EXECUTION

3.1 EXAMINATION: Examine doors and door frames prior to hanging to:

A. Verify that frames comply with indicated requirements for type, size, and location, and swing characteristics, and, frames have been installed with plumb jambs and level heads.

B. Verify that doors are free of defects that could cause their rejection.

3.2 INSTALLATION:

Install doors to comply with manufacturer's instructions referenced standards, NFPA 80 for fire-rated doors, and as specified.

A. Condition doors to average prevailing humidity in installation area prior to hanging.

B. Align in frames for uniform clearance at each edge.

C. Hardware: Specified in Section 08 70 00.

3.2 PREPARATION

A. Aluminum surfaces in contact with masonry, concrete or dissimilar materials if not organically coated shall be given a heavy coat of zinc chromate or bituminous paint.

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3.3 ADJUSTING AND PROTECTION:

A. Rehang or replace doors which do not swing or operate freely, as directed by Architect.

B. Replace doors damaged during installation.

C. Take protective measures to assure that doors will be without damage or deterioration at time of substantial completion

END OF SECTION FAYETTEVILLE

SECTION 08 33 23

OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 SUMMARY: Overhead coiling door, complete, including curtains, guides, counterbalance mechanisms, hardware and installation accessories.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Miscellaneous metals; Section 05 50 00.

B. Carpentry; Section 06 10 00.

C. Painting; Section 09 90 00.

D. Hardware; Section 08 70 00, for standard cylinders.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Action Submittals:

1. Product Data: Submit manufacturer's product data type and size of coiling door and accessories specified. Include details of construction relative to materials, dimensions of individual components, profiles, and finishes. Provide roughing in diagrams, operating instructions, and maintenance information.

2. Shop Drawings: Submit shop drawings for special components and installations, not fully dimensioned or detailed on manufacturer's data sheets. Include relationship with adjacent materials.

3. Samples: Manufacturer’s finish charts showing full range of colors and textures available for units with factory applied finishes.

a. Include similar samples of accessories involving color selection.

b. Informational Submittals:

Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.

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C. Closeout Submittals:

1. Maintenance Data: For overhead coiling grilles to include in maintenance manuals.

1.4 QUALITY ASSURANCE:

A. Source Limitations: Furnish coiling door as a complete unit produced by one manufacturer, including hardware, accessories, mounting, and installation components.

B. Insert and Anchorages: Furnish inserts and anchoring devices which must be built into structure for installation of grille. Provide setting drawings, templates, instructions, and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.

C. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for both installation and maintenance of units required for this Project.

D. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 DELIVERY, STORAGE, AND HANDLING:

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.

C. Store materials in a dry, warm, ventilated weathertight location**.**

1.6 WARRANTY:

A. Warranty: Manufacturer's limited door and operator system, except the counterbalance spring and finish, to be free from defects in materials and workmanship for 3 years or 20,000 cycles, whichever occurs first.

B. Warranty: Manufacturer's limited door warranty for 12 years for all parts and components.

PART 2 - PRODUCTS

2.1 MANUFACTURER: Overhead Door Corp. or approved equal.

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2.2 OVERHEAD COILING DOORS:

1) DOOR 104C- Overhead Coiling Grill

A. Model: Upward Coiling Security Grill 671, manual operation

B. Curtain: Galvanized Steel, Straight Lattice Pattern

C. Operation: Chain Hoist

E. Bottom Bar: Double angle steel

F. Two galvanized steel angles minimum thickness 1/8 inch (3 mm) bolted back to back to reinforce curtain in the guides.

G. Guides: extruded aluminum with continuous wear strips.

H. Brackets: steel with powdercoat finish

J. Locking: standard

K. Wall Mounting Condition: Face-of-wall mounting.

2) DOOR 113A- Overhead Coiling Sectional Steel

D. Model: Stormtite 620, insulated

E. Curtain: 24 ga. galvanized steel up to 15'4" (4674 mm) width

F. Slat Profile: f-265e, 14 ga, non-perforated

G. Operation: Electric Operator

I. Bottom Bar: Extruded aluminum with weatherseal up to 15'4" (4674 mm)

J. Guides: Three structural steel angles PowderGuard® weathered finish with black powder coat

L. Locking: Interior slide bolt

M. Wall Mounting Condition: Face-of-wall mounting.

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N. Other: provide push button operator at inside face of door & photo eye/ emergency obstruction stop.

PART 3 - EXECUTION

3.1 EXAMINATION:

A. Verify opening sizes, tolerances and conditions are acceptable.

B. Examine conditions of substrates, supports, and other conditions under which this work is to be performed.

C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.

C. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.

D. Fit and align assembly including hardware; level and plumb, to provide smooth operation.

E. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 07900.

F. Install perimeter trim and closures.

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G. Any damage to surrounding walls, floor, and ceilings shall be corrected to a level acceptable to Architect.

3.4 ADJUSTING

A. Test security grilles for proper operation and adjust as necessary to provide proper operation without binding or distortion.

B. Adjust hardware and operating assemblies for smooth and noiseless operation.

3.5 CLEANING

A. Clean curtain and components using non-abrasive materials and methods recommended by manufacturer.

B. Remove labels and visible markings.

C. Touch-up, repair or replace damaged products before Substantial Completion.

3.6 PROTECTION

A. Protect installed products until completion of project.

END OF SECTION

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SECTION 08 41 13

ALUMINUM ENTRANCES, STOREFRONT, AND FIXED FRAMING

PART 1 - GENERAL

1.1 SUMMARY: Aluminum entrances, storefront and fixed framing, complete, including glass and glazing.

A. Provide steel supports for components of systems, as required.

B. Provide trim and flashing pieces to match systems.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Joint Sealants; Section 07 92 00.

B. Glass and glazing requirements; Section 08 80 00.

C. Lock cylinders; Section 08 70 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Shop Drawings: Submit shop drawings for the fabrication and installation of aluminum doors, framing, and associated components. Include wall elevations at 1/2 scale, and half size detail sections of every typical composite member. Show anchors, joint system, expansion provisions, glazing and sealing details.

B. Warranty: Submit a warranty signed by the manufacturer, contractor, installer, agreeing to replace aluminum doors, aluminum framing, windows and glazing which fail in materials and workmanship within 2 years of the date of acceptance. Failure of materials or workmanship shall include, but not be limited to, failures in operation of doors, excessive leakage of air infiltration, excessive deflections, delamination of panels, deterioration of finish or metal in excess of normal weathering, and defects in accessories, weatherstripping, and other components of the work.

C. Samples: Submit finish sample on aluminum for Architect's verification and approval.

D. Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of door hardware, as well as

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E. **procedures and** diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

F. Closeout Submittals:

1. Maintenance Data: For aluminum frames systems to include in maintenance manuals.

1.4 QUALITY ASSURANCE:

A. Provide aluminum entrance, storefront framing, and fixed framing by same manufacturer.

B. Fabricate exterior door and frame units to withstand the wind pressure loading shown or, if not shown, 20 lbs. per sq. ft. on the gross area of the frames, doors, panels, and glass, acting inward and also outward.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS: Removed

2.2 MANUFACTURER: Kawneer (an Alcoa Company) is specified; equivalent systems of Efco (a Pella Company), VistaWall (an Oldcastle Building Envelope company) and U. S. Aluminum are acceptable; or approved equal.

2.3 SWINGING GLASS DOORS:

A. Type: 350 medium stile, single acting, sizes as indicated, all hardware, except cylinders.

B. Glass Stops: Beveled or square glass stops for 1/4" infill.

C. Hardware:

1. Pull: C09.

2. Panic Devices: Von Duprin Series 98. Concealed vertical rods.

3. Pivots: Top, intermediate, and bottom offset pivots.

4. Threshold: Manufacturer's standard with anchors and clips, coordinated with offset pivots and closer. Maximum 1/2" height.

5. Closer: Norton 8501 BF, or approved equal.

6. Weatherstripping: Sealair weathering system at door and frame.

7. Cylinders: Specified in Section 08 70 00.

D. Glazing: 1/4" thick tempered float glass, meeting requirements specified in Section 08 80 00. Tint as selected by Architect.

2.4 STOREFRONT, FIXED FRAMING: Trifab VG 451T, Front Glaze, 2" X 4-1/2", thermally broken, flush glazed system for 1" thick insulated glazing; refer to Section 08 80 00 for glazing requirements.

A. Provide thermally broken sill, jamb, and head receptors as indicated.

2.5 FINISH: #14 Clear, AA-M10C22A41, Architectural Class 1 (minimum thickness 0.7 mils), with hot water seal for exposed surfaces including fasteners and hardware. Color as selected by Architect.

2.6 OTHER MATERIALS: Provide all other materials, not specifically described but required for a complete, weathertight, and proper installation of doors, framing systems, and windows subject to acceptance by the Architect.

PART 3 - EXECUTION

3.1 INSTALLATION: Install in compliance with manufacturer's specifications, recommendations and final shop drawings.

A. Set units plumb, level and true to line, without warp or rack of framing and doors. Anchor securely in place. Secure to structure with non-staining, noncorrosive shims, anchors, fasteners, spacers, and fillers. Use care in erection so as not to mar, abrade, or stain finished surfaces.

B. Adjust operating hardware to provide a tight fit at contact points and at weatherstripping for smooth operation and weathertight closure. Lubricate hardware and other moving parts.

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C. Where aluminum is to be placed in contact with steel, concrete and other dissimilar surface, back paint the aluminum before erection with an acceptable bituminous paint.

D. Seal frames with an approved sealant in color to match frames, making a neat fully weatherproof job. Refer to Section 07 92 00, and comply with requirements of that section.

E. Protection: After erection, adequately protect exposed parts of work.

F. Cleaning: After completion of other work in the vicinity of aluminum doors and framing, thoroughly clean finished surfaces as recommended by manufacturer.

END OF SECTION

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SECTION 08 70 00
FINISH HARDWARE

PART 1 - GENERAL

1.1 SUMMARY:

A. Furnish complete hardware of every sort and description as required to adequately equip all movable parts throughout the building for perfect operation. Furnish hardware not specified but obviously required for completion of the project, conforming to size, function, quality, and utility of other hardware specified.

B. Hardware shall be in compliance with ADA requirements.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Cabinet and millwork hardware; Section 06 40 00.

B. Hollow Metal Doors And Frames; Section 08 11 13.

C. Galvanneal Steel Doors And Frames; Section 08 11 13.14.

D. Plastic Laminate Faced Wood Doors; Section 08 15 10.

E. Aluminum entrance door hardware, except cylinders; Section 08 41 00

1.3 QUALITY ASSURANCE:

A. Qualification of Supplier: The finish hardware supplier shall have in his employ an AHC member of the American Society of Architectural Hardware Consultants.

B. AHC Inspection: Before final inspection of work under this contract and acceptance of project by Owner, visit the site and carefully inspect hardware for conformance to specification, adequacy for intended use, proper functioning, appearance, finish, and successful operation, assuming joint responsibility with Contractor for achievement of these characteristics and a satisfactory installation.

C. Manufacturers: Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer.

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D. Supplier: Supplier shall be a factory authorized distributor of product supplied. Proof of authorization shall be provided upon request.

E. Fire-Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA Standard No. 80 and local building code requirements. Provide only hardware which has been tested and listed by UL or FM for types and sizes of doors required and complies with requirements of doors and door frame labels.

1.4 SUBMITTALS: Comply with Section 01 33 00.

A. Hardware Schedule: As soon as practicable after award of contract and prior to ordering of hardware, submit to Architect for review, a schedule of hardware to be furnished. Include type, style, function, size and finish of each hardware item; name and manufacturer of each item; fastenings and other pertinent information; location of hardware set cross-referenced to drawing indications, mounting locations for hardware, and door and frame sizes and materials.

1. Within 10 days after receipt of approved hardware schedule, submit template information to all related trades. Furnish template information in accordance with latest DHI standards.

B. Product Data: Deliver to installer instructions for installation and maintenance of operating parts and exposed finishes. Furnish templates to fabricators of other work to receive finish hardware.

1.5 PRODUCT HANDLING: Furnish hardware separately unit packed (complete with necessary attachments and fastenings), labeled, and numbered in accordance with Hardware Schedule. Deliver at proper times to proper locations (shop or project site) for installation.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. Acceptable Manufactures:

(B) Best
(D) Don-Jo

(G) Glynn Johnson
(H) Hager

(KS) Kaba Simplex (No Substitution)
(L) LCN (No Substitution)
(NG) National Guard
(S) Stanley
(SCH) Schlage
(T) Trimco
(V) Von Duprin (No Substitution)

B. Equivalent products of the following manufacturers are acceptable.

1. For Hager (Specified): Ives, Rockwood, Quality

2. For Schlage (Specified): Dorma, Sargent, Russwin, Yale.

2.2 FASTENINGS:

A. Furnish all necessary screws, bolts, and other fasteners of suitable size and type to properly anchor the hardware.

B. Furnish fastenings, where necessary, with expansion shields, toggle bolts, sex bolts and other anchors, according to the material to which hardware is to be applied and the recommendations of the hardware manufacturer.

C. Furnish fastenings compatible with both hardware and substrate material and, if exposed, matching hardware finish.

2.3 FINISHES

A. Satin chrome (BHMA 626) and satin stainless steel (BHMA 630) as specified.

B. Paint door closers aluminum (BHMA 689).

C. Provide mill finished aluminum weatherstripping.

2.4 **DOOR CLOSER ADJUSTMENT:** Adjust to meet opening force requirements of federal, state, and local codes and requirements. In instances where pressure, drafts or other factors prevent the proper operation and compliance of the closers, consult with Architect for guidance. Adjust closers after HVAC systems are

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operational and adjusted. Be prepared to make a final adjustment to door closers within 6 months after occupancy.

2.5 KEYING

A. Locks are subject to new masterkey system. Key locks alike in groups as required.

B. Furnish four (4) keys per keyed alike set and two (2) keys each for all other locks.

C. Provide six (6) master keys.

D. Construction master key locks. Furnish ten construction master keys.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Mount hardware units at heights indicated in "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by DHI, except as otherwise directed by Architect.

B. Install each hardware item in compliance with manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted and finished, coordinate removal, storage and reinstallation or application of surface protections with finishing work specified. Do not install surface-mounted items until finishes have been completed on substrate.

C. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

D. Drill and countersink units which are not factory-prepared for anchorage fasteners.

Space fasteners and anchors in accordance with industry standards. E. Set thresholds in full bed of butyl-rubber or polyisobutylene mastic sealant.

3.2 ADJUST AND CLEAN:

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A. Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly.

B. Clean adjacent surfaces soiled by hardware installation.

3.3 **HARDWARE SETS:** Furnish in the amounts as indicated on drawings or as required for complete and operable facility.

END OF SECTION

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SECTION 08 80 00

GLAZING

PART 1 - GENERAL

1.1 SUMMARY: Glass and glazing, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Aluminum Entrances, Storefront, And Fixed Framing; Section 08 41 00.

B. Interior Steel Doors and Frames; Section 08 11 13,13,

C. Galvanneal Steel Doors And Frames; Section 08 11 13.14.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit copy of manufacturer's specifications and installation instructions for each type of glass and glazing material. Include test data or certification substantiating that glass complies with specified requirements.

B. Samples: Prior to ordering, submit minimum 6" x 6" sample of each type and thickness of glass required.

1.4 QUALITY ASSURANCE:

Provide safety glass (tempered) complying with requirements of ANSI Z97.1 and CPSC 26 CFR 1201 CII.

A. Label each piece of glass designating type and thickness of glass. Do not remove label prior to installation.

B. Permanently identify each unit of tempered glass and fire protective glass. Etch or ceramic fire identification on glass; identification shall be visible when unit is glazed.

C. Permanently mark insulating glass either on spacers or at least one insulating unit component with appropriate certification label of inspecting and testing agency indicated below:

1. Insulating Glass Certification Council (IGCC).

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1.5 PROTECTION:

A. Protect glass surfaces and edges at all times during the construction period. Keep glass free from contamination by materials capable of staining glass.

B. Protect finish and edge of metal panels in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 GLASS MATERIALS AND PRODUCTS:

A. Float Glass: ASTM C 1036, Type 1 (transparent glass, flat), Quality q3 (glazing select):

1. Class 1 (clear): 1/4" thick with low-e coating on 3rd surface of insulating unit; PPG Solarban 70, or approved equal.

2. Class 2 (light gray tint): 1/4" thick; PPG Solargray, or approved equal.

C. ½" Insulated Glazing: PPG Solar Gray or approved equal. Tempered.

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2.3 SEALED INSULATING UNITS:

Preassembled units consisting of organically sealed lites of glass separated by dehydrated air spaces complying with ASTM E 774 and with other specified requirements.

A. Insulated Unit (refer to Window Schedule for locations): 1" thick insulated unit, composed of 1/4" thick light tinted float glass outer lite, 1/2" air space, 1/4" thick clear float glass inner lite with low-e coating on 3rd surface. Solargray + Solarban 70 (3) Clear.

B. Where indicated and where required by project conditions as tempered, provide tempered outer and inner lites.

1. Provide HS or FT tempered glass as required by manufacturer for project conditions**.**

2.4 GLAZING MATERIALS:

Provide materials with proven record of compatibility with surfaces contacted in installation.

A. Glazing Sealants: Tremco "Proglaze", Bostik Chem-Calk 1200", Pecora "836", BASF "Omniglaze", or other approved by system manufacturer.

B. Glazing Gaskets: Structural rubber, molded neoprene, or cellular neoprene as recommended by manufacturer of glazing system.

C. Glazing Tape: Bostik "Chem Tape 60", Pecora "Shim-Seal", or Tremco "Preshimmed Tremco 440 Tape".

D. Setting Blocks: Neoprene or other resilient blocks of 70 to 90 Shore A durometer hardness, adhesively backed on one face only, tested for compatibility with specified glazing sealants.

E. Spacers: Neoprene or other resilient blocks of 40 to 50 Shore A durometer hardness, tested for compatibility with specified glazing sealant.

F. Compressible Filler Rod: Closed-cell or waterproof-jacketed foam of polyethylene, butyl rubber, neoprene, polyurethane or vinyl, tested for compatibility with specified glazing sealants, of 5 to 10 psi compression strength (25% deflection), recommended by sealant manufacturer for use in glazing channel to prevent sealant exudation from the channel.

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PART 3 - EXECUTION

3.1 PERFORMANCE REQUIREMENTS: Watertight installation of each piece of glass is required. Each installation must withstand normal temperature changes, wind loading, impact loading (for operating doors) without failure of any kind including loss or breakage of glass, failure of sealants or gaskets to remain watertight and airtight, deterioration of glazing materials, and other defects in work.

3.2 INSTALLATION:

A. Comply with recommendations of glass manufacturers and manufacturers of sealants and other glazing materials, unless otherwise indicated or specified, including preparation of surfaces.

B. Clean channel surfaces and prime as recommended by sealant manufacturer.

C. Cut glass to size as required for measured opening, provide adequate edge clearance and glass bite all around. Cut prior to tempering.

D. Do not install sheets which have edge damage or face imperfections.

E. Miter-cut and bond (weld) ends of channel gaskets at corners to provide a continuous gasket.

F. Seal face gaskets at corners with liquid elastomeric sealant to close openings and prevent withdrawal of gaskets from corners.

G. Remove and replace glass which is broken, chipped, cracked, abraded or damaged during construction period.

3.3 CURING: Cure glazing sealants and compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.

END OF SECTION

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SECTION 09 22 16

NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Non-load-bearing steel framing systems for interior partitions.
   2. Suspension systems for interior ceilings and soffits.
   3. Grid suspension systems for gypsum board ceilings.

B. Related Requirements:
   1. Section 054000 "Cold-Formed Metal Framing" for exterior and interior load-bearing and exterior non-load-bearing wall studs; floor joists; and roof rafters and ceiling joists.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association,, the Steel Framing Industry Association, the Steel Stud Manufacturers Association or the Supreme Steel Framing System Association.

B. Provide the following upon request:
   1. Product Certificates: For each type of code-compliance certification for studs and tracks.
   2. Evaluation Reports: For firestop tracks post-installed anchors and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Notify manufacturer of damaged materials received prior to installation.

B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.

C. Design framing systems in accordance with AISI S220, "North American Specification for the Design of Cold-Formed Steel Framing - Nonstructural Members," unless otherwise indicated.

D. Design Loads: As indicated on architectural Drawings or 5 lbf/sq. ft. minimum as required by the IBC.

2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with AISI S220 for conditions indicated.
   1. Steel Sheet Components: Comply with AISI S220 requirements for metal unless otherwise indicated
   2. Protective Coating: Comply with AISI S220; ASTM A653/A653M, G60; or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
      a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.

B. Studs and Track: AISI S220.

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1. Minimum Base-Steel Thickness: As indicated on Drawings.
2. Depth: As indicated on Drawings.

C. Slip-Type Head Joints: Where indicated, provide one of the following:
1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to tracks while allowing 1-1/2-inch minimum vertical movement.
a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1) CEMCO; California Expanded Metal Products Co.
2) ClarkDietrich.
3) Fire Trak Corp.
4) MarinoWARE.
5) SCAFCO Steel Stud Company.
6) Steel Construction Systems.
7) Super Stud Building Products Inc.
8) The Steel Network, Inc.
2. Single Long-Leg Track System: ASTM C645 top track with 2-inch- deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top track and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
3. Double-Track System: ASTM C645 top outer tracks, inside track with 2-inch- deep flanges in thickness not less than indicated for studs and fastened to studs, and outer track sized to friction-fit over inner track.
4. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1) CEMCO; California Expanded Metal Products Co.
2) ClarkDietrich.
3) MarinoWARE.
4) MBA Building Supplies.
5) Metal-Lite.
6) SCAFCO Steel Stud Company.
7) Steel Construction Systems.
8) Telling Industries.
9) The Steel Network, Inc.

D. Firestop Tracks: Top track manufactured to allow partition heads to expand and contract with movement of structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. CEMCO; California Expanded Metal Products Co.
b. ClarkDietrich.
c. Fire Trak Corp.
d. MarinoWARE.
e. Metal-Lite.
f. SCAFCO Steel Stud Company.
g. Steel Construction Systems.
h. The Steel Network, Inc.

E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
1. Minimum Base-Steel Thickness: As indicated on Drawings.

F. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-steel thickness, with minimum 1/2-inch- wide flanges.
1. Depth: As indicated on Drawings.
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch- thick, galvanized steel.

G. Hat-Shaped, Rigid Furring Channels: ASTM C645.
1. Minimum Base-Steel Thickness: As indicated on Drawings.
2. Depth: As indicated on Drawings.

H. Resilient Furring Channels: 1/2-inch- deep, steel sheet members designed to reduce sound transmission.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

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a. ClarkDietrich; RC Deluxe.
2. Configuration: Asymmetrical or hat shaped.

I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch- wide flanges.
1. Depth: As indicated on Drawings.
2. Furring Brackets: Adjustable, corrugated-edge-type steel sheet with minimum uncoated-steel thickness of 0.0329 inch.
3. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.

J. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-steel thickness of 0.0179 inch, and depth required to fit insulation thickness indicated.

2.3 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.

B. Hanger Attachments to Concrete:
1. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, AC193, AC58 or AC308 as appropriate for thesubstrate.
a. Uses: Securing hangers to structure.
b. Type: Torque-controlled, expansion anchor, torque-controlled, adhesive anchor or adhesive anchor.
c. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.
d. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless steel bolts, ASTM F593, and nuts, ASTM F594.
2. Power-Actuated Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. Wire Hangers: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.

D. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-steel thickness of 0.0538 inch and minimum 1/2-inch- wide flanges.
1. Depth: As indicated on Drawings.

E. Carrying Channels: 1-1/2 inch hot-rolled channels weighing 1.12 pounds per foot.

F. Furring Channels (Furring Members):
1. Cold-Rolled Channels: 0.0538-inch uncoated-steel thickness, with minimum 1/2-inch- wide flanges, 3/4 inch deep.
2. Steel Studs and Tracks: ASTM C645.
a. Minimum Base-Steel Thickness: As indicated on Drawings.
b. Depth: As indicated on Drawings.
3. Hat-Shaped, Rigid Furring Channels: ASTM C645, 7/8 inch deep.
a. Minimum Base-Steel Thickness: As indicated on Drawings.

G. Grid Suspension System for Gypsum Board Ceilings: ASTM C645, direct-hung system composed of main beams and cross-furring members that interlock.
1. Manufacturers: Subject to compliance with requirements, provide products by one of thefollowing:
a. Armstrong Ceiling & Wall Solutions.
b. Certainteed; SAINT-GOBAIN.
c. Rockfon (Rockwool International).
d. USG Corporation.

2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.
1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:
1. Asphalt-Saturated Organic Felt: ASTM D226/D226M, Type I (No. 15 asphalt felt),nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

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PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C754.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.

C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

D. Install bracing at terminations in assemblies.

E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
    a. Install two studs at each jamb unless otherwise indicated.
    b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
    a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
6. Curved Partitions:

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a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.

E. Direct Furring:
1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Z-Shaped Furring Members:
1. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
2. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING CEILING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Install in accordance with DSA IR 25-3.
1. Hangers: 48 inches o.c.
2. Carrying Channels (Main Runners): 48 inches o.c.
3. Furring Channels (Furring Members): 16 inches o.c.

C. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

D. Suspend hangers from building structure as follows:
1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Do not attach hangers to steel roof deck.
5. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
6. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
7. Do not connect or suspend steel framing from ducts, pipes, or conduit.

E. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

F. Seismic Bracing: Sway-brace suspension systems with hangers used for support.

G. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

H. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION

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Expansion

SECTION 09 29 00
GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY: Gypsum wallboard work, complete. Work includes the following:

A. Exterior sheathing, partitions, furred areas, metal framing, sound insulation in partitions, metal trim and accessories, deflection tracks, reveals, and joint treatment.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Cold-Formed Metal Framing; Section 05 40 00.
B. Building Insulation; Section 07 21 00.

C. Weather Barrier; Section 07 25 00.

D. Priming and finish painting; Section 09 90 00.

E. Tiling; Section 09 30 00.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit manufacturer's installation instructions or each gypsum wallboard component.

B. Shop Drawings: Submit drawings showing typical and special partition and ceiling assemblies. Include materials, material gages, stud spacing, and bracing of studs. Include joint layout.

1.4 QUALITY ASSURANCE:

A. Allowable tolerances; 1/8" offsets between planes of board faces, and 1/4" in 8 ft. for plumb, level, warp, and bow.

B. Fire-Resistance Rating: Where work is indicated for fire-resistance ratings, provide materials and installations identical with assemblies **which have been tested and listed by recognized authorities, including U.L., Warnock Hersey, O.S.U., and U.S.G.**

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1.5 DELIVERY, STORAGE AND PRODUCT HANDLING:

Deliver materials in original packages, containers and bundles, fully identified with manufacturer's name, brand, type and grade. Store in dry, well-ventilated space, protected from the weather under cover and off the ground. Stack flat to prevent sagging. Handle to prevent damage to edges, ends and surfaces.

1.6 FIELD CONDITIONS:

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum manufacturer's written recommendations whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned**.**

1.7 COORDINATION: Coordinate work with work of other trades.

PART 2 - PRODUCTS

2.2 MANUFACTURERS: U.S. Gypsum System and Georgia Pacific is specified; equivalent products Gold Bond, Certainteed, and Temple-Inland are acceptable, or approved equal.

2.3 MATERIALS:

A. Studs, Channels And Runners: Roll formed, 20 gage, electro-galvanized steel. 7/8" furring channels. Studs of types and sizes (6", 3-5/8", 2-1/2", and 1-5/8"), as indicated. Punch holes near each end of the stud to facilitate installation of horizontal electrical wiring or conduit; punch as required for piping.

B. Deep-Leg Deflection Track: ASTM C 45 top runner with 2" deep flanges.

1. Minimum 16 gage (0.538").

C. Gypsumboard Products: ASTM C 1396.

1. Gypsumboard And Fire-Rated Gypsumboard: 5/8" thick USG Sheetrock Firecode (Type X), with tapered edges.

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D. Tile Backer Board: USG “Durock”, National Gypsum “Permabase”, Certainteed “FiberCement”, Custom Building Products "Wonderboard", Georgia Pacific "DensShield Tile Backer Board", or Temple-Inland Tile Backer Board; 1/2" thick.

E. Trim Accessories: Provide manufacturer's standard trim accessories of types indicated for drywall work, formed of galvanized steel unless otherwise indicated, with either knurled and perforated or expanded flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide all corner beads, edge trim-beads, and control joint beads, types as indicated, and as required by project conditions.

F. Fasteners: Screws or nails.

1. Self-drilling, self-tapping screws for power driving with special head design for gypsumboard attachment (Type S), producing surface depression for proper concealment 1" long.

2. Provide other fasteners as required by project conditions and as recommended by manufacturer.

G. Acoustical Sealant: U.S.G. Acoustical Sealant, or approved equal.

H. Sound Insulation: ASTM C 665, Type I; 3" thick sound attenuation batts/ blankets; Thermafiber, or approved equal. J. Joint Treatment Materials:

1. General: Comply with ASTM C 475.

2. Joint Tape:

a. Interior Gypsum Wallboard: Paper.

b. Sheathing Board: As recommended by manufacturer.

3. Joint Compounds: Prefilling, fill coat, and finish coats as recommended by manufacturer.

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PART 3 - EXECUTION

3.1 INSTALLATION: Comply with ASTM C 840 and manufacturer's instructions, as specified and as indicated.

A. Partitions: Provide assemblies as indicated; refer to Partition Schedule, Sheet A0.0. Space studs 16" o.c.

1. Provide runners designed to hold and align studs. Provide additional studs as door frames.

2. Cross brace each opposite pair of studs with metal stud bracing or gypsum board panel bracing, in compliance with design as indicated, attached with specified fasteners.

3. Cut gypsum board neatly in and around openings, pipes, ducts, electrical boxes, outlets, fixtures, etc.

4. At insulated walls/partitions, wedge insulation between studs, and fit snugly against floor and ceiling runners and against protrusions. Run insulation over top of wall at ceiling, extend to 2' each side unless otherwise indicated. Cut gypsum board neatly in around openings, pipes, ducts, electrical boxes, outlets, fixtures, etc. Seal to fill all gaps and around entire perimeter with acoustical sealant, including floor and ceiling joints and intersections with vertical surfaces to provide a completely airtight wall.

5. At fire rated walls/partitions, conform to tested designs for required hour ratings indicated.

B. Exterior Walls: 1/2" gypsum sheathing with taped joints on exterior side of light gage metal stud framing (specified in Section 05 41 00), batt insulation (specified in Section 07 21 00), and 5/8" gypsum board on interior.

C. Furred Walls And Areas: 5/8" gypsum board on furring channels and studs, as indicated. Shim as required to provide level surface. D. Application: Except where specified otherwise:

1. Apply gypsumboard parallel to studs, with panels in longest length available.

2. Provide casing beads where edges of gypsumboard meet dissimilar materials.

3. Install reveals where indicated in compliance with manufacturer's instructions.

4. Fasten gypsumboard with specified screws. Space screws 16" o.c. for walls and 12" o.c. for ceilings.

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5. Cooperate with the carpenter in placing of backing and blocking required as backing for all millwork, fixtures, fittings, and accessories. Reinforce and brace studs in partitions supporting fixtures, to provide firm backing and prevent deflection of the wall.

6. Isolate steel framing from metal building structure to prevent transfer of loading imposed by structural movement.

a. Isolate ceiling assemblies where they abut or are penetrated by structure.

b. Isolate partition framing and wall furring where it abuts structure. Install slip type joints at head of assemblies that avoid axial loading of assembly and laterally support assembly. 1) Use deep-leg deflection track.

7. Brace studs in compliance with manufacturer's recommendations for wall height, stud spacing, and other project conditions indicated. Include bracing in shop drawing submittal.

8. Arrange gypsumboard joints on opposite sides of partitions to occur on different studs.

9. Install expansion/control joints in ceilings exceeding 2500 sq. ft. in area and in partition and wall runs exceeding 30'. Do not exceed a distance of 50', in either direction, between ceiling control joints, and install a control joint where ceiling framing or furring changes direction. Do not exceed a distance of 30' between control joints in walls. Submit joint layout.

10. Treat all internal angles formed by the intersection of either wallboard surfaces with metal trim and/or a taped joint system as indicated or required.

11. Treat all vertical and horizontal external corners with metal bead corner reinforcement applied in accordance with manufacturer's instructions.

E. Finishing:

1. Gypsumboard:

a. General: Treat gypsumboard joints, interior angles, edge trim, control joints penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

b. Prefill open joints, and damaged surface areas.

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c. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.

d. Finish Levels:

1) Level 1: Concealed areas.
2) Level 2: Panels that are substrate for tile.
3) Level 3: Surfaces receiving medium- or heavy-textured finishes before painting or heavy wallcoverings where lighting conditions are not critical.
4) Level 4: Surfaces to receive flat paint.
5) Level 5: Surfaces receiving gloss and semigloss enamels and other surfaces subject to severe lighting.

3.2 PROTECTION:

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION

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SECTION 09 30 13

CERAMIC TILING

PART 1 - GENERAL

1.1 SUMMARY: Tiling, complete, including accessories.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Tile backer board; Section 09 21 16

B. Joint Sealants; Section 07 92 00.

1.3 SUBMITTALS: Comply with requirements of Section 01 3300.

A. Action Submittals:

1. Product Data: For each type of product indicated.

2. Product Data: Submit manufacturer's installation instructions for each type of material.

3. Samples: Submit color samples for each type of tile, trim piece, and grout scheduled for color verification by Architect. If color is not scheduled, submit full color palette samples for selection by Architect.

4. Shop Drawings: Submit shop drawings indicating materials, type of setting, and laying pattern for tile. Indicate expansion joints.

B. Informational Submittals:

1. Certification: Furnish Master Grade Certificate for ceramic tile, signed by the manufacturer and installer.

1.3 QUALITY ASSURANCE:

A. Provide ceramic tile conforming with Standard Grade manufacturing requirements of TCA 137.1.

B. Provide installation materials complying with ANSI standards referenced "Setting Materials" and "Grouting Materials" articles.

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C. Comply with TCA installation methods applicable to applications indicated.

1.4 DELIVERY AND STORAGE:

A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use, in accordance with manufacturer's instructions. Comply with ANSI A 137.1 for labeling tile packages.

B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.

1.5 PRODUCT CONDITIONS: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at levels indicated in referenced standards and manufacturer's written instructions.

1.6 COORDINATION: Coordinate work with work of other trades, includes transitions to other flooring.

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PART 2 - PRODUCTS

2.2 PORCELAIN TILE: Refer to Finish Schedule and Materials Legend on Sheet A7.1.

A. Floor Tile and Base: Trinity Tile is specified; equivalent product of other manufacturers will be considered; submit for prebid approval in compliance with Section 01 33 00. Note: Pattern and color will be a consideration in review of approved equals.

1. Grout Joints size: 1/8"
2: Edge Trim: Schluter Systems, QUADEC, Aluminum.
3. Pattern: Coordinate with Architect Prior to installation

2.3 MORTAR AND GROUT MATERIALS: Laticrete products are specified. Equivalent products of Mapei and Custom are acceptable.

A. Thin-Set Mortar: Laticrete 272 Premium thin set mortar and Laticrete 333 Super Flexible Additive in proportions as recommended by Laticrete.

B. Grout: Laticrete SpectraLock Pro Grout Part AB Liquid and SpectraLock Grout Part C Powders.

1. Colors: As selected by Architect.

2. ANSI A 1183, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D.

C. Grout Sealer: Type as recommended by Laticrete to be compatible with mortar and grout materials specified.

2.4 EXPANSION JOINT SEALANT: 2-component polyurethane sealant conforming to material and installation requirements specified in Section 07 92 00; in color to match grout.

2.5 TILE BACKER BOARD: Specified in Section 09 21 16.

2.6 TRANSITION STRIPS:

A. LVT to Sealed Concrete: SCHLUTER SYSTEMS, SCHIENE; anodized aluminum profile with tapered leading edge.

1. Material and Finish: Satin Anodized Aluminum.

2. Height as required. Coordinate with thickness of LVT.

B. Ceramic Tile to Sealed Concrete: SCHLUTER SYSTEMS, RENO-U; anodized aluminum profile with sloped exposed surface, tapered leading edge, and integrated grout joint spacer.

1. Material and Finish: Satin Anodized Aluminum.

2. Height as required. Coordinate with thickness of tile.

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PART 3 - EXECUTION

3.1 EXAMINATION:

A. Examine areas and conditions under which tile work is to be installed. Do not proceed with work until unsatisfactory conditions have been corrected.

B. Prior to starting work, verify installation of tile backer board is acceptable including taping and floating joints.

3.2 TILE INSTALLATION:

A. General:

1. Comply with ANSI standard installation specifications A108.5. Maintain minimum temperature limits and installation practices as recommended by proprietary mortar and grout materials manufacturer.

2. Extend tile work in recesses to form a complete covering without interruptions. Terminate work neatly at obstructions, edge, and corners without disruption of patter or joint alignments.

3. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight, aligned joints. Fit tile and closely to electrical outlets, piping, and fixtures so that plates, collars, or covers overlap tile.

4. Comply with the manufacturer's instructions for mixing and installation of materials.

5. Neutralize and seal substrates in accordance with mortar manufacturer's instructions.

B. Setting Bed: Comply with Laticrete's published details and final shop drawings.

1. Set tile by thin-set method, using specified mortar. Fill out mortar bed to thickness as required. Provide leveling coat at concrete floors where variations exceed 1/8" in 10 ft.

2. Adhesive-set setting bed is not acceptable.

C. Jointing: Provide uniform 1/4" joint widths.

D. Patterns: Lay out tile in patterns indicated; refer to Finish Plan sheets. Align joints, except as otherwise indicated for patterned layout. Lay out work and center tile fields both directions in each space. Adjust to minimize tile cutting.

E. Placement: Comply with applicable requirements of ANSI A108.5 standards for installation, and manufacturer's instructions for materials, and applicable portions of TCA handbook.

F. Install edge strip at locations scheduled in compliance with manufacturer's recommendations.

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G. Grout with specified grout.

H. Set marble threshold in same type of setting bed as field tile.

I. Clean tile after setting and grouting is complete. Use procedures recommended by manufacturer for types of application indicated.

J. Apply grout sealer floor grout joints according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer from tile faces by wiping with soft cloth.
Submit schedule with shop drawings for material proposed for use.

K. Expansion Joints:

1. Provide 3/8" wide expansion joints, using specified sealant. Use polyethylene foam rod filler or other bond breaker as required to provide sealant joint approximately 3/8" wide. Tool sealant slightly concave. Extend joint through mortar bed.

2. Locate expansion joints at vertical intersections, perimeters of tile areas, over construction joints in slabs, and at not more than 30' o.c. in other large areas (centered on column lines if possible)

3. Include expansion joint layout on shop drawings.

3.3 ADJUST AND CLEAN:

A. Cleaning: Upon completion of placement and grouting, clean all tile surfaces so they are free of foreign matter.

B. Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbounded, or otherwise defective tile work.

C. Protections: Protect installed work with Kraft paper or other heavy covering during the construction period to prevent damage and wear. Prohibit all foot and wheel traffic from using floors for at least 3 days. Before final inspection, remove protective coverings.

END OF SECTION

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SECTION 09 51 13

ACOUSTICAL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for ceilings.

B. Related Requirements:

1. Section 01 86 01 “General Acoustical Requirements”
2. Section 09 06 00.09 “Schedule for Interior Finishes” for ceiling types and finishes.
3. Division 21 Section "Fire Suppression" for sprinkler heads in ceiling system.
4. Division 23 Section "Air Distribution" for air diffusion devices in ceiling system.
5. Division 26 Section "Lighting" for light fixtures attached to ceiling system.

1.2 COORDINATION

A. Coordinate layout and installation of acoustical panels and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

1.3 ACTION SUBMITTALS

A. Product Data: Submit product data for each type of product indicated.

B. **Shop Drawings:** Submit shop drawings of reflected ceiling plans drawn accurately to large scale and coordinating penetrations and ceiling-mounted items. Show the following:

1. Patterns of ceiling suspension assembly members with setting out/work points.
2. Method of attaching hangers to building structure.
3. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings at walls, column penetrations, and other junctures of acoustical ceilings with adjoining construction.

C. Samples: Submit two (2) samples for each acoustical panel, for each exposed suspension system member, for each exposed molding and trim, and for each color and texture required, prepared on Samples of size indicated below. Samples shall show the full range of color and texture variations to be expected in the final installation.

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1. Acoustical Panel: Set of 6-inch (150-mm) square Samples of each type, color, pattern, and texture.

2. Exposed Suspension System Members, Moldings, and Trim: Set of 12-inch (300-mm) long Samples of each type, finish, and color.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish and store at the site where directed, 2 percent of each type of acoustic panel installed in the Project, packaged in manufacturer's unopened cartons and identified as to contents.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an Installer, with not less than 5 years experience in the installation of materials specified, and who has completed acoustical panel ceilings similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance.

B. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system through one source from a single manufacturer.

C. Performance Requirements: In areas where gypsum wallboard partitions are dependent on the ceiling suspension system for lateral support, design and install suspension system components to sustain the imposed load from the completed partition system including a minimum inward and outward pressure of 5 psf (239 Pa) normal to the plane of the wall.

D. Ceiling products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

E. Seismic Standard: Provide acoustical panel ceilings designed and installed to withstand the effects of earthquake motions according to the following:

1. CISCA's Guidelines for Systems Requiring Seismic Restraint: Comply with CISCA's "Guidelines for Seismic Restraint of Direct-Hung Suspended Ceiling Assemblies--Seismic Zones 0-2."

F. Sample Installations: Before installing acoustical panel ceilings, install sample installations for each type of acoustical panel ceiling installation required to demonstrate aesthetic effects and qualities of materials and execution. The sample installation shall be complete in every way and include all attachments to structure, hangers, grids, ceiling panels, moldings and column trims, light fixtures, air outlets and inlets, speakers, sprinklers heads, heat and smoke detectors. Install sample installations to comply with the following requirements, using materials indicated for the completed Work:

1. Size and Location: Provide 250 square foot (23.23 sq. m) sample installations in locations as directed by Architect.

2. Demonstrate the proposed range of aesthetic effects and workmanship.

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3. Obtain Architect's approval of sample installations before starting work.

4. Maintain sample installations during construction in an undisturbed condition as a standard for judging the completed Work.

5. Approved sample installations may become part of the completed Work if undamaged at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.7 FIELD CONDITIONS

D. Environmental Limitations: Do not install acoustical panel ceilings until wet work (painting, drywall, interior tilework, and concrete leveling) in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The following Manufactures are acceptable, and others may be considered if an equal product can be provided:

1. Armstrong World Industries Inc.

2. CertainTeed Ceilings, Valley Forge, PA (800) 233-8990.

3. Rockfon, LLC (Formerly Chicago Metallic Corporation), Chicago, IL (800) 323-7164.

2.2 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics in Accordance with ASTM E 84 for Class A finish:

1. Flame Spread: Less than 25.

2. Smoke Density: Less than 50.

B. Food Serving and Preparation Areas where Scheduled:

1. United States Department of Agriculture (USDA): Approved for incidental food contact.

C. Size Requirements:

1. Refer to Reflected Ceiling Plan & Section 2.4 Acoustical Panels

D. Acoustic Requirements:

1. .90 NRC / 190 AC Minimum

2.3 METAL SUSPENSION SYSTEMS

A. Basis of Design Manufacturers and Products: Refer to drawings and Section 09 06 00.09 "Schedule for Interior Finishes" for extent and types of each metal suspension system required.

B. Metal Suspension System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.

C. Overhead Deck Hanger Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated.

1. Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with eyepins, clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling assembly.

D. Hangers: As follows:

1. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel wire; ASTM A 641/A 641M, Class 1 zinc coating, soft temper.

a. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 12 gage (0.106-inch) (2.69-mm) diameter wire.

E. Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that fit acoustical panel edge details and suspension systems indicated; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension system runners; provide in longest standard single piece lengths.

1. Shadow (Stepped Moldings): Stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed

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suspension member. Form from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.

2. F Moldings: Provide F moldings at ceiling breaks, soffits, bulkheads, and changes in elevation other than vertical walls and columns to the extent indicated. Form from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.

3. Metal Perimeter Channel Trim: Shapes and profiles to suit conditions indicated; fabricated from extruded aluminum; finished to match exposed flanges of suspension system runners. Provide manufacturer's recommended tee-bar connection clips, and hanging clips, which lock into specially designed bosses on the channel trim and are screw attached to the web of the intersecting suspension system members. Join sections of trim together with manufacturer's standard splice plates and alignment clips.

4. Perimeter Wing Trim: Shapes and profiles to suit conditions indicated; fabricated from and finished to match exposed panel. Provide manufacturer's recommended connect wing cantilevers, connect splines, connect hooks, connect multi-connection, and installation screws suitable for installation indicated.

F. Clips: Provide support clips, clamps, fasteners, splines, and other attachment devices as required to align components and to connect components and transfer imposed loads of suspension system.

1. Provide partition attachment clips, and fasteners for areas where partition ceiling runners are secured to the ceiling suspension system.

2. Provide attachment clips for runner to angle molding to avoid use of pop rivets.

3. Provide grid converter accessories as required to change main tee direction 90 degrees from adjacent main tee.

4. Provide light fixture clips.

5. Provide hold down clips at entryways to reduce flutter as required.

6. Provide miter closure clips.

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2.4 ACOUSTICAL PANELS

A. 2'x 4' Suspended Cleanable Acoustical Tile:

1. Manufacturer: Rockfon
2. Style: Hygienic Plus
3. Edge: Square
4. Color: White
5. NRC: .90

B. 2' x 4' Suspended Acoustical Ceiling Tile

1. Manufacturer: Rockfon

2. Style: Sonar
3. Edge: Square
4. Color: White
5. NRC: .95

C. 2' x 8' Suspended Acoustical Ceiling Tile, Concealed Spline/ Suspension System

1. Manufacture: Armstrong
2. Style: Optima PB Concealed
3. Edge: Quick Kerf
4. Color: White
5. NRC: .90 Min.
6. Note: Provide Concealed Trim Kit and all misc. related parts for concealed spline installation

2.5 ACCESSORIES

A. Sealant:

1. Sealant shall have a VOC content of 250 g/L or less.

2. Sealant shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

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PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation, anchorage, with requirements for installation tolerances, and other conditions affecting performance of acoustical panel ceilings.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Layout the Work to center board pattern both directions around Work points shown in each major space or room as shown on the Drawings or directed and, where possible, adjust pattern so that edge pieces will be not less than 1/2 unit in width.

3.3 INSTALLATION

A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook," and as required to match the accepted sample installation.

B. Suspend ceiling hangers as follows:

1. Fasten hangers to anchors that extend into decks. Space hangers not more than 48 inches (1200 mm) on center along each member supported directly from hangers; and provide hangers not more than 6 inches (150 mm) from ends of each member. Provide additional hangers for support of fixtures and other items including but not limited to light fixtures and diffusers, as required to prevent overloading of deck attachment, eccentric deflection or rotation of supporting runners.

2. Hangers:

   a. Secure wire hangers to ceiling suspension members and to supports above with a minimum of 3 tight turns. Connect hangers directly to drilled in anchors (eye screws), or other devices that are secure, and are appropriate for substrate.

   b. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to drilled in anchors, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved.

3. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

4. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of the supporting structure or of the ceiling suspension system.

5. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Typical Edge Molding Attachment: Align moldings accurately and screw attach securely to substrate with concealed fasteners at intervals not more than 16 inches (400 mm) on center and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system. Miter corners accurately and connect securely.

   a. Do not use exposed fasteners, including pop rivets, on moldings and trim.

2. Window and Curtain Wall Frame Head Attachment: Unless otherwise indicated, align moldings accurately and secure to window and curtain wall frame heads

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using manufacturer's recommended double-sided foam white tape, leveling with ceiling suspension system. Miter corners accurately and adhere securely.

a. Do not use exposed fasteners, including pop rivets, on moldings and trim.

D. Install suspension system runners so they are square and securely interlocked with one another. Clip runners to angle moldings do not use exposed fasteners. Finish to lines and levels shown, with maximum deflection not to exceed 1/360 of the span between supports. Laser level accurately in all directions, leveling to a tolerance of 1/8-inch (3.18-mm) noncumulative. Remove and replace dented, bent, or kinked members.

E. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Run grain of units in one direction as accepted on shop drawings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

1. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.

2. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.

3. For reveal-edged panels on suspension system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension system surfaces and panel faces flush with bottom face of runners.

4. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using sealer and coating recommended in writing for this purpose by acoustical panel manufacturer.

3.4 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

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SECTION 09 64 66
WOOD ATHLETIC FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes wood athletic flooring.

1.2 COORDINATION

A. Coordinate layout and installation of slab depressions to accommodate layout and height of wood athletic flooring assembly.

B. Coordinate layout and installation of flooring with floor inserts for gymnasium equipment.

C. Confer with Architect/ Owner for previous moisture test results

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for wood athletic flooring.

B. Shop Drawings: For each type of floor assembly, include the following:
   1. Plans, sections, and attachment details.
   2. Details of concrete-slab depressions.
   3. Expansion provisions and trim details.
   4. Layout, colors, widths, and dimensions of game lines and markers.
   5. Locations of floor inserts for athletic equipment installed through flooring assembly.

C. Samples: For each exposed product and for each color and texture specified, approximately 12 inches long in size.
   1. Include Sample sets showing the full range of normal color and texture variations expected in wood flooring.
   2. Include Sample sets showing finishes and game-line and marker paints applied to wood flooring.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For wood athletic flooring and finish systems to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual that has been approved by MFMA as an accredited Installer according to the MFMA Accreditation Program.
   1. Installer responsibilities include installation and field finishing of wood athletic flooring components and accessories, and application of game lines and markers.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver floor assembly materials in unopened cartons or bundles.

B. Protect wood from exposure to moisture. Do not deliver wood components until after concrete, masonry, plaster, ceramic tile, and similar wet-work is complete and dry.

C. Store wood components in a dry, warm, well-ventilated, weathertight location and in a horizontal

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position.

1.7 FIELD CONDITIONS

A. Conditioning period begins not less than seven days before wood athletic flooring installation, is continuous through installation, and continues not less than seven days after installation.
   1. Environmental Conditioning: Maintain ambient temperature between 65 and 75 deg F and relative humidity planned for building occupants, but not less than 35 percent or more than 50 percent, in spaces to receive wood athletic flooring during the conditioning period.
   2. Wood Conditioning: Move wood components into spaces where they will be installed, no later than beginning of the conditioning period.
      a. Do not install wood athletic flooring until wood components adjust to relative humidity of, and are at same temperature as, spaces where they are to be installed.
      b. Open sealed packages to allow wood components to acclimatize immediately on moving wood components into spaces in which they will be installed.

B. After conditioning period, maintain relative humidity and ambient temperature planned for building occupants

C. Install wood athletic flooring after other finishing operations, including painting, have been completed.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Aacer Flooring, LLC.
   2. Action Floor Systems, LLC.
   3. Conner Sports Surface Solutions.
   4. Robbins Sports Surfaces.

B. Basis-of-Design Product: Manufacture: Connor Sports; Alliance- Maple; Color: Clear Finish; 2- ¼" thick (3/4" wood. ½" plywood strut ¾" rezill pad). Floating Parquet System.

2.2 SYSTEM DESCRIPTION

A. System Type: Floating.

B. Overall System Height: As scheduled.

2.3 FLOORING MATERIALS

A. Maple Flooring: Comply with MFMA grading rules for species, grade, and cut.
   1. Certification: Provide flooring that carries MFMA mark on each bundle or piece.

B. Parquet Flooring: Northern hard maple (Acer saccharum), kiln dried, edge grain, and square edge.
   1. Grade: MFMA-PQ Second and Better.
   2. Thickness: Not less than 3/4 inch.

2.4 SUBFLOOR MATERIALS

A. Plywood Underlayment: APA rated, C-D plugged, exterior glue, tongue and groove, 1/2 inch thick.

B. Resilient Pads: With air voids for resiliency and installed at manufacturer's standard spacing for product designation indicated above.
   1. Type and Material: Manufacturer's standard.
   2. Thickness: 3/4 inch.

2.5 FINISHES

A. Floor-Finish System: System of compatible components recommended in writing by flooring manufacturer, and MFMA approved.
   1. Floor-Sealer Formulation: Pliable, penetrating type. MFMA Group 1, Sealers.
   2. Finish-Coat Formulation: Formulated for gloss finish indicated and multicoat application.
      a. Type: MFMA Group 3, Gymnasium-Type Surface Finishes.
   3. Game-Line and Marker Paint: Industrial enamel compatible with finish coats and recommended in writing by manufacturers of finish coats, and paint for this use.

2.6 ACCESSORIES

A. Vapor Retarder: ASTM D 4397, polyethylene sheet not less than 6 mils thick.

B. Resilient Wall Base (VB-1): Molded, vented, rubber or vinyl cove base; 100 by 75 by 1200 mmwith premolded outside corners.
   1. Color: As scheduled; refer to Interior Finish Schedule.

C. Fasteners: Type and size recommended by manufacturer, but not less than those recommended by MFMA for application indicated.

D. Trowelable Leveling and Patching Compound: Latex-modified, hydraulic-cement-based formulation approved by wood athletic flooring manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Concrete Slabs: Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.
   1. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
      a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
      b. Relative Humidity Test: Using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
      c. Perform additional moisture tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

3.2 PREPARATION

A. Concrete Slabs:

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1. Grind high spots and fill low spots on concrete substrates to produce a maximum 1/8-inch deviation in any direction when checked with a 10-foot straight edge.
2. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
3. Remove coatings including curing compounds and other substances on substrates that are incompatible with installation adhesives and that contain soap, wax, oil, or silicone; use mechanical methods recommended by manufacturer. Do not use solvents.

B. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

A. Comply with wood athletic flooring manufacturer's written instructions, but not less than written recommendations of MFMA applicable to flooring type indicated.

B. Expansion Spaces: Provide as indicated, but not less than that required by manufacturer's written instructions and MFMA's written recommendations at walls and other obstructions, and at interruptions and terminations of flooring.
1. Cover expansion spaces with base molding, trim, and saddles, as indicated on Drawings.

C. Vapor Retarder: Cover entire slab area beneath wood flooring. Install with joints lapped a minimum of 6 inches and sealed.

D. Underlayment: Install perpendicular to direction of flooring, staggering end joints in adjacent rows.

E. Parquet Flooring: Adhere to substrates according to manufacturer's written instructions.

F. Installation Tolerances: 1/8 inch in 10 feet of variance from level.

3.4 SANDING AND FINISHING

A. Allow installed flooring to acclimate to ambient conditions before sanding.

B. Follow applicable recommendations in MFMA's "Industry Recommendations for Sanding, Sealing, Court Lining, Finishing, and Resurfacing of Maple Gym Floors."

C. Machine sand with coarse, medium, and fine grades of sandpaper to achieve a level, smooth, uniform surface without ridges or cups. Remove sanding dust by tack or vacuum.

D. Finish: Apply seal and finish coats of finish system according to finish manufacturer's written instructions. Provide no fewer than four coats total and no fewer than two finish coats.
1. Game-Line and Marker Paint: Apply game-line and marker paint between final seal coat and first finish coat according to paint manufacturer's written instructions.
   a. Mask flooring at game lines and markers, and apply paint to produce lines and markers with sharp edges.
   b. Where game lines cross, break minor game line at intersection; do not overlap lines.
   c. Apply game lines and markers in widths and colors according to requirements indicated on Drawings.
   d. Apply finish coats after game-line and marker paint is fully cured.

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3.5 PROTECTION

A. Protect wood athletic flooring during remainder of construction period to allow finish to cure and to ensure that flooring and finish are without damage or deterioration at time of Substantial Completion.

1. Do not cover flooring after finishing until finish reaches full cure and not before seven days after applying last finish coat.
2. Do not move heavy and sharp objects directly over flooring. Protect fully cured floor finishes and surfaces with plywood or hardboard panels to prevent damage from storing or moving objects over flooring.

END OF SECTION

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SECTION 09 65 13

RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY: Resilient wall base and accessories, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Polished concrete flooring; Section 03 35 10.

B. Luxury Vinyl Tile Flooring, Section 09 65 13

C. Tile Carpeting, Section 09 68 013

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit copy of manufacturer's technical data, installation instructions, and maintenance instructions for resilient base and accessories.

B. Samples: Submit sample of resilient base in color scheduled for color verification by Architect.

1.4 DELIVERY AND STORAGE:

A. Delivery: Deliver materials to the project site in the manufacturer's original unopened containers, clearly marked to indicate pattern gage, lot number and sequence of manufacture.

B. Storage: Store in original containers and at not less than those temperatures recommended by manufacturer.

1.5 JOB CONDITIONS:

A. Maintain minimum temperature of 70°F for minimum of 48 hours prior to installation. Maintain 70°F temperature continuously during and after installation as recommended by the base manufacturer, but in any case not less than 48 hours.

B. Move products into space where products are to be installed at least 48 hours prior to installation.

PART 2 - PRODUCTS

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2.1 PERFORMANCE REQUIREMENTS

2.2 MANUFACTURERS

A. Rubber Base (R. Base): Refer to Drawings/ Material Finish Legend

2.2 OTHER MATERIALS: Provide materials as indicated, specified, and required by project conditions.

A. Primer: Nonstaining type as recommended by manufacturers.

B. Adhesives: Water-resistant type recommended by manufacturer to suit product and substrate conditions indicated.

C. Leveling And Patching Compound: As approved by manufacturers.

PART 3 - EXECUTION

3.1 EXAMINATION: Examine the areas and conditions under which resilient base and accessory work is to be placed. Verify that substrate and conditions are satisfactory for installation. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION OF SURFACES:

A. Comply with manufacturer's installation specifications for preparing substrates indicated to receive products specified.

B. Use leveling and patching compounds and sealants per manufacturer's directions to fill cracks, holes and depressions.

C. Remove coatings and other substrates that are incompatible with adhesives and that contain soap, wax, oil, and silicone.

D. Apply primer, if recommended by manufacturer, prior to applying adhesive; apply according to manufacturer's directions.

3.3 INSTALLATION:

A. Resilient Wall Base: Install using methods indicated according to manufacturer's installation directions.

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1. Apply resilient base to walls, columns, and other permanent fixtures in rooms or areas where base is indicated. Install base in as long lengths as practicable. Tightly adhere base to substrate throughout the length of each piece, with continuous contact at horizontal and vertical surfaces. Do not stretch resilient base during installation.

    a. Preformed Corners: Install corners before installing corners.

3.4 CLEANING AND PROTECTION:

A. Immediately after installation perform the following operations:

1. Remove visible adhesive and other surface blemishes using clear recommended by manufacturer's of resilient products involved.

2. Sweep or vacuum floor thoroughly.

3. Clean base to remove marks.

B. Protect resilient wall base against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended by manufacturer of product involved.

END OF SECTION

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SECTION 09 65 19

LUXURY VINYL TILE FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. **Section Includes:**

1. Flooring and accessories as shown on the drawings and schedules and as indicated by the requirements of this section.

B. **Related Documents**

1. Drawings and General Provisions of the Contract (including General and Supplementary Conditions and Division 1 sections) apply to the work of this section. C. Related Sections:

1. Other Division 9 sections for floor finishes related to this section but not the work of this section
2. Division 3 Concrete; not the work of this section
3. Division 6 Wood and Plastics; not the work of this section
4. Division 7 Thermal and Moisture Protection; not the work of this section

1.2 REFERENCES

A. ASTM International:

1. ASTM E 648 Standard Test Method for Critical Radiant Flux of FloorCovering Systems Using a Radiant Heat Energy Source
2. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
3. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
4. ASTM F 1482, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring
5. ASTM F 1700 Standard Specification for Solid Vinyl Tile
6. ASTM F 1861 Standard Specification for Resilient Wall Base

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7. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride

8. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes B. National Fire Protection Association (NFPA):

9. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source

10. NFPA 258 Standard Test Method for Measuring the Smoke Generated by Solid Materials

C. Standards Council of Canada

1. CAN/ULC-S102.2 Standard Test Method for Surface Burning Characteristics of Flooring, Floor Covering and Miscellaneous Materials and Assemblies

1.3 SYSTEM DESCRIPTION

A. Performance Requirements: Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.

B. **Sequencing and Scheduling**

1. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring.

2. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

1.4 SUBMITTALS

A. Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions.

B. Submit the manufacturer's standard samples showing the required colors for flooring and applicable accessories.

C. Submit Safety Data Sheets (SDS) available for flooring product, adhesives, patching/leveling compounds, floor finishes and cleaning agents.

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D. If required, submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.

E. Closeout Submittals: Submit the following:

1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.

2. Warranty: Warranty documents specified herein

1.5 QUALITY ASSURANCE

A. Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.

B. Select an installer who is competent in the installation of resilient solid vinyl tile flooring.

C. Fire Performance Characteristics: Provide resilient tile flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:

1. ASTM E 648 (NFPA 253) Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I

2. ASTM E 662 (NFPA 258) (Smoke Generation) Maximum Specific Optical Density of 450 or less

3. CAN/ULC-S102.2 – Flame Spread Rating and Smoke Developed – Results as tested

1.6 DELIVERY, STORAGE AND HANDLING

A. Comply with Division 1 Product Requirements Sections

B. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

C. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.

D. Store materials in a clean, dry, enclosed space off the ground, protected from harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer. Protect adhesives from freezing. Store flooring, adhesives and accessories

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in the spaces where they will be installed for at least 48 hours before beginning installation.

1.7 PROJECT CONDITIONS

A. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65ºF and a maximum temperature of 85ºF for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55ºF in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances.

A.8 LIMITED WARRANTY

A. Resilient Flooring: Submit a written warranty executed by the manufacturer, agreeing to repair or replace resilient flooring that fails within the warranty period.

B. Limited Warranty Period: 25 years for Tarkett Latitude Abstract Products

C. The Limited Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

1.9 MAINTENANCE

A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials from same production run as products installed. Packaged with protective covering for storage and identified with appropriate labels.

1. Quantity: Furnish quantity of flooring units equal to 5% of amount installed.

2. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra material.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 MANUFACTURER

A. Resilient tile flooring, adhesives and accessories: Tarket Flooring. Refer to Drawings & Finish Material Schedule for products.

2.3 RESILIENT TILE FLOORING MATERIALS

A. Luxury Solid Vinyl Tile.

1. Description: A layered construction consisting of a tough, clear, vinyl wear layer protecting a high-fidelity print layer on a solid vinyl backing. Protected by a UV-cured polyurethane finish, the wear surface is embossed with different textures to enhance each of the printed visuals. Colors are insoluble in water and resistant to cleaning agents and light.

2. Luxury Solid Vinyl Tile shall conform to the requirements of ASTM F 1700, "Standard Specification for Solid Vinyl Tile", Class III, Type B – Embossed Surface.

3. Pattern and Color: As selected by Architect

4. Size: 6" x 36"

5. Wear layer thickness: 20 mil

6. Thickness: 3 mm.

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2.4 ADHESIVES

A. Provide flooring adhesive, under the flooring base as recommended by the flooring manufacturer.

2.5 ACCESSORIES

A. Patch, smooth, and level monolithic subfloors according to the manufacture's recommendations.

B. Provide transition/reducing strips tapered to meet abutting materials.

C. Provide threshold of thickness and width as shown on the drawings.

D. Provide resilient edge strips of width shown on the drawings, of equal gauge to the flooring, homogeneous vinyl or rubber composition, tapered or bullnose edge, with color to match or contrast with the flooring, or as selected by the Architect from standard colors available.

E. Provide metal edge strips of width shown on the drawings and of required thickness to protect exposed edges of the flooring. Provide units of maximum available length to minimize the number of joints. Use butttype metal edge strips for concealed

anchorage, or overlap-type metal edge strips for exposed anchorage. Unless otherwise shown, provide strips made of extruded aluminum with a mill finish.

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

A. Compliance: Comply with manufacturer's product data, including technical bulletins, product catalog, installation instructions, and product carton instructions for installation and maintenance procedures as needed.

3.2 EXAMINATION

A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).

B. Visually inspect flooring materials, adhesives and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.

C. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.

D. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.

E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.

F. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

3.3 PREPARATION

A. Subfloor Preparation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Underlayment and Embossing Leveler as recommended by the flooring manufacturer.

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Refer to ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.

B. Subfloor Cleaning: The surface shall be free of dust, solvents, varnish, paint, wax, oil, grease, sealers, release agents, curing compounds, residual adhesive, adhesive removers and other foreign materials that might affect the adhesion of resilient flooring to the concrete or cause a discoloration of the flooring from below. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents. Spray paints, permanent markers and other indelible ink markers must not be used to write on the back of the flooring material or used to mark the concrete slab as they could bleed through, telegraphing up to the surface and permanently staining the flooring material. If these contaminants are present on the substrate they must be mechanically removed prior to the installation of the flooring material. Refer to ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.

C. Per LVT flooring manufactures requirements perform subfloor moisture testing and bond tests to determine if surfaces are dry, free of curing and hardening compounds, old adhesive, and other coatings; and ready to receive flooring. On installations where both the Percent Relative Humidity and the Moisture Vapor Emission Rate tests are conducted, results for both tests shall comply with the allowable limits determined by the LVT flooring manufacture. Do not proceed with flooring installation until results of moisture tests are acceptable. All test results shall be documented and retained.

D. Concrete pH Testing: Perform pH tests on concrete floors regardless of their age or grade level. All test results shall be documented and retained.

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3.4 INSTALLATION OF FLOORING

A. Install flooring in strict accordance with the LVT flooring requirements. Failure to comply may result in voiding the manufacturer’s warranty listed in Section 1.08.

B. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.

C. Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.

D. Roll with a 100-pound (45.36 kilogram) roller in the field areas. Refer to specific rolling instructions of the flooring manufacturer

E. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times**.**

3.5 INSTALLATION OF ACCESSORIES

A. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.

B. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.

C. Apply metal edge strips where shown on the drawings. Secure units to the substrate, complying with the edge strip manufacturer's recommendations.

3.6 CLEANING

A. Perform initial and on-going maintenance according to the LVT flooring manufactures recommendations.

3.7 PROTECTION

A. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings.

END OF SECTION

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SECTION 09 68 00

TILE CARPETING

PART 1 - GENERAL

1.1 SUMMARY: Modular carpet tile complete, including accessories.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Polished Concrete; Section 03 35 10.

B. Rubber base and transition strips; Section 09 65 13.

1.3 SUBMITTALS: Comply with requirements of Section 01 33 00.

A. Action Submittals:

1. Product Data: For each type of product indicated.

a. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
b. Include installation recommendations.

2. Shop Drawings: Show the following:

a. Type of subfloor.
b. Type of installation.
c. Pattern of installation.
d. Pattern type, location, and direction.
e. Transition details to other flooring.

3. Executed Warranty.

B. Informational Submittals:

1. Qualification Data: For installer.

2. Product Test Reports: For carpet tile, for tests performed by qualified testing agency.

C. Closeout Submittals:

1. Maintenance Data: For carpet tiles to include in maintenance manual. Include the following:

a. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.

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b. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.4 QUALITY ASSURANCE:

A. Installer: Use manufacturer certified, thoroughly trained and experienced carpet and carpet tile installers who are completely familiar with materials specified and manufacturer's recommended methods of installation for specified materials.

B. Certification: Provide carpet and carpet tile manufacturer's (mill's) certification that carpet and carpet tile supplied complies with specified requirements.

C. Standards: Carpet and Rug Institute (CRI) "104".

1.5 PRODUCT DELIVERY AND STORAGE: Deliver materials in protective wrapping, and store inside, protected from weather, moisture and soiling. Comply with CRI 104, Section 5, "Storage and Handling".

1.6 PROJECT CONDITIONS:

A. Do not install carpet tile until wet work in spaces in complete and dry, and ambient temperature and humidity conditions are maintained at levels indicated for project when occupied for its intended use.

B. Do not install carpet tile over concrete slabs until slabs have been cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by manufacturer.

C. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.2, "Ventilation".

1.6 MAINTENANCE MATERIALS: Furnish extra materials, from same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.7 COORDINATION: Coordinate work with work of other trades, includes transitions to other flooring.

PART 2 - PRODUCTS

2.1 CARPET TILE : Refer to finish schedule for product information

A. WC1: Walk-Off Carpet. Manufacturer: Tarkett.

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2.2 CARPET TILE ACCESSORIES:

A. Adhesive: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

B. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation recommended by carpet tile manufacturer.

C. Miscellaneous Materials: As recommended by manufacturer of carpet and other carpeting products; selected by installer to meet project circumstances and requirements.

D. Transition Strips:

1. Carpeting to Sealed Concrete: Schluter®-RENO-U

a. Description: profile with sloped exposed surface, 5/32" (4 mm) tall leading edge and integrated trapezoid-perforated anchoring leg.

b. Material and Finish: AE - Satin Anodized Aluminum

c. Height as required.

2. Ceramic Tile to Carpeting: Schluter®-RENO-TK

a. Specified in Section 09 30 00.

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PART 3 - EXECUTION

3.1 EXAMINATION:

A. Examine substrates and conditions, with installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet and carpet tile performance. Examine carpet tile for type, color, pattern, and other potential defects.

B. Concrete Floor: Verify that concrete slabs comply with ASTM F 710 and the following:

1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other material that may interfere with adhesive bond.

Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet manufacturer.

2. Subfloor finishes comply with requirements specified in Section 03 30 00.

3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation", and with carpet tile manufacturer's written instructions for preparing subfloors.
Note: CRI recommends an acceptable moisture rate of 3 lb./1000 sq. ft. per 24 hours or less according to an anhydrous-calcium-chloride test.

A. Repair minor holes, cracks, depression, and rough areas using material recommended by carpet tile or adhesive manufacturer.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes and depressions in substrates.

C. Clean surfaces to be carpeted immediately prior to installation of carpeting materials, by vacuum cleaning.

D. Dimensions: Prior to start of carpet tile installation, check critical dimensions of spaces to be carpeted, to ensure that planned use of materials will fulfill requirements, including locations for seam joints, and edging.

3.3 **INSTALLATION, GENERAL:** Comply with CRI 104, Section 14 "Carpet Modules", and with manufacturer's recommendations and final shop drawings for installation.

A. Extend carpet tile under open-bottomed obstructions and under removable flanges and furnishings, and into alcove and closets of each space.

B. Provide cut-outs where required, and bind cut edges properly where not concealed by protective edge guards or overlapping flanges.

C. Lay carpet tile to maintain direction of pattern and texture.

D. Coordinate installation with installation of edge/transition treatment.

E. Maintain dye lot integrity. Do not mix dye lots in same area.

3.4 **CARPET TILE INSTALLATION:** Comply with manufacturer's instructions and final shop drawings.

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A. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edging, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.

B. Install by installation method indicated using releasable adhesive. Indicate installation method on shop drawings.

C. Transition Strips: Place strips tightly butted and secured to flooring with adhesive.

3.5 CLEANING: Remove and dispose of debris and unusable scraps. Vacuum carpet using commercial machine with rotating agitator or beater nozzles. Remove spots and replace carpet where spots can not be removed. Remove protruding face yarn using sharp scissors.

3.6 PROTECTION:

A. Protect installed carpet tile to comply with CRI 104, Section 16 "Protecting Indoor Installations."

B. Protect carpet tile against damage from construction operations, and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

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END OF SECTION

SECTION 09 72 00

WALL COVERINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Textile wall covering.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include data on physical characteristics, durability, fade resistance, and fire-test-response characteristics.

B. Shop Drawings: Show location and extent of each wall-covering type. Indicate pattern placement seams and termination points.

C. Samples: For each type of wall covering and for each color, pattern, texture, and finish specified, full width by 36 inches long in size.

D. Product Schedule: For wall coverings. Use same designations indicated on Drawings.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: For wall coverings to include in maintenance manuals.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same production run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Wall-Covering Materials: For each type, color, texture, and finish, full width by length to equal to 5 percent of amount installed.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install wall coverings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and HVAC system is operating and maintaining ambient temperature and humidity conditions at levels intended for occupants after Project completion during the remainder of the construction period.

B. Lighting: Do not install wall covering until lighting that matches conditions intended for occupants after Project completion is provided on the surfaces to receive wall covering.

C. Ventilation: Provide continuous ventilation during installation and for not less than the time recommended by wall-covering manufacturer for full drying or curing.

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PART 2 - PRODUCTS

2.1 TEXTILE WALL COVERING

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Momentum Textiles.

B. Basis-of-Design Products: As scheduled; refer to Interior Finish Schedule (WP-2).

C. Colors, Textures, and Patterns: As scheduled.

2.2 ACCESSORIES

A. Adhesive: Mildew-resistant, nonstaining adhesive, for use with specific wall covering and substrate application indicated and as recommended in writing by wall-covering manufacturer.

   Adhesives shall have a VOC content of 50 g/L or less.

B. Primer/Sealer: Mildew resistant, complying with requirements in Section 099123 "Interior Painting" and recommended in writing by primer/sealer and wall-covering manufacturers for intended substrate.

C. Seam Tape: As recommended in writing by wall-covering manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation surfaces being true in plane and vertical and horizontal alignment, maximum moisture content, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Comply with manufacturer's written instructions for surface preparation.

B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold, and mildew.

C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.
   1. Gypsum Board: Apply primer/sealer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
   2. Painted Surfaces:
      a. Check for pigment bleeding. Apply primer/sealer to areas susceptible to pigment bleeding as recommended in writing by primer/sealer manufacturer.
      b. Sand gloss, semigloss, and eggshell finishes with fine sandpaper.

D. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

E. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

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3.3 INSTALLATION OF WALL COVERING

A. Comply with wall-covering manufacturers' written installation instructions applicable to products and applications indicated.

B. Cut wall-covering strips in roll number sequence. Change the roll numbers at partition breaks and corners.

C. Install strips in same order as cut from roll.

D. Install wall covering without lifted or curling edges and without visible shrinkage.

E. Match pattern 72 inches above the finish floor.

F. Install seams vertical and plumb at least 6 inches from outside corners and 3 inches from inside corners unless a change of pattern or color exists at corner. Horizontal seams are not permitted.

G. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without overlaps or gaps between strips.

H. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters, and other defects.

3.4 CLEANING

A. Remove excess adhesive at seams, perimeter edges, and adjacent surfaces.

B. Use cleaning methods recommended in writing by wall-covering manufacturer.

C. Replace strips that cannot be cleaned.

D. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

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END OF SECTION

SECTION 09 84 36
SOUND ABSORBING CEILING UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Smooth, rectangular, channel mounted ceiling baffles.
2. Refer to drawings for dimensions, color, and installation placement

B. Related Sections:

1. Section 09 51 13 – Acoustical Ceilings.
2. Section 09 21 16 – Gypsum Board Assemblies.
3. Division 21 – Fire Suppression.
4. Division 23 – Mechanical. Diffusers, vents, and other mechanical items.
5. Division 26 – Electrical. Lights and other ceiling mounted electrical items.

1.2 SYSTEM DESCRIPTION

A. Acoustical Performance Requirements:
1. NRC (Noise Reduction Coefficient): Comply with ASTM C423-90a.

1.3 SUBMITTALS

A. Comply with Section 01 33 00 – Submittal Procedures.

B. Product Data: Manufacturer's technical data for each type of panel including fire-resistive characteristics, finishes, details of installation, and the following:
1. Manufacturer's installation instructions.
2. Certified test reports indicating compliance with Performance Requirements specified herein.

C. Samples: 2 full size sets of samples of each specified panel for color selection or verification.

D. Closeout Submittals: Comply with Section 01 77 00 – Closeout Procedures.
1. Operating and Maintenance Manual, including cleaning and maintenance instructions.
2. Extra Material for Owner's stock.
3. Material Safety Data Sheets (MSDS).

1.4 QUALITY ASSURANCE

A. Single Source Responsibility: Obtain panel units for entire Project from a single manufacturer.

B. Manufacturer's Qualifications: Firm with not less than Closeout Submittals: Comply with Section 5 years experience in manufacturing of products similar in complexity to those required for this Project.

C. Installer's Qualifications:Firm with not less than 5 years' experience in direct apply, glue-up installation of acoustic products similar in complexity to those required for this Project, including specific requirements indicated.

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1. Successfully completed not less than 5 comparable scale projects.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 60 00 – Product Requirements.

B. Deliver and store materials flat in manufacturer's original unopened containers with brands, names, and production lot numbers clearly marked on these containers.

C. Storage and Protection: Comply with manufacturer's recommendations.
1. Store products flat in a cool, temperature-humidity controlled space
2. Protect from damp, water soaked conditions, any possible damage.

1.6 PROJECT CONDITIONS

A. Environmental Requirements within building:
1. Keep panels flat, let WILLTEC acoustic products acclimate to controlled room temperatures prior to installation in order to achieve best finished results.
2. Avoid extreme temperatures, high humidity, dirt and dust; it's essential to have rooms and substrates prepped clean as possible for best adhesion.

1.7 SCHEDULING

A. Do not install acoustical ceilings until work in plenum space is completed, tested and approved.

B. Do not install until areas intended for installation have been properly cleaned and prepped.

1.8 WARRANTY

A. Provide manufacturer's written warranty per Section 01 77 00 – Closeout Procedures.

1.9 MAINTENANCE

A. Extra Materials:
1. Deliver not less than the following quantity of each type, color, surface, edge or pattern of material, exclusive of material required to properly complete installation.
   a. 3 percent.
2. Furnish Extra Materials from same production run to verify color run.
3. Package replacement materials with protective covering, identified with appropriate labels.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with requirements, provide products from the following manufacturer:
1. pinta acoustic, inc.
   2601 – 49th Ave. N., #400
   Minneapolis, Minnesota 55430-3765
   Telephone: 800-662-0032 toll-free customer service/technical support
   612-355-4200
   Fax: 612-355-4299
   Website: www.pinta-acoustic.com

E-mail: sales@pinta-acoustic.com
Distributor: J.E. Allen Co. Rogers, AR. 479-631-7800 carlie@jeallenco.com

B. Substitutions: Comply with Section 01 60 00 – Product Requirements.

2.2 MANUFACTURED UNITS

A. Acoustical WILLTEC Sonex Linear Absorbers Flat, smooth surface: Acoustical foam baffle consisting of lightweight, open-cell WILLTEC foam core, with or without applied HPC finish surface.

B. WILLTEC foam physical properties
1. Density: 0.5 to 0.7 pounds per cubic foot (0.23 to 0.32 kg per m^3).
2. Tensile Strength: 8 psi (0.06 MPa).
3. Flammability: Class 1 per ASTM E84.
   a. Flame Spread:
      1) Natural: 5.
      2) HPC: 15.
   b. Smoke Density:
      1) Natural: 50.
      2) HPC: 100.
4. Size/ Lengths: Refer to sheet A-1.1D for
5. Panel Thickness: typical 2".
6. Finish: Provide panels in the following Hypalon-coated finish:
   a. Finish: Refer to sheet A1.1D
7. Sound Absorption Coefficients: Type B and A mountings, ASTM C423-90a. (Natural)

Frequencies (Hz)	125	250	500	1,000	2,000	4,000	NRC
1-inch thickness:	0.13	0.25	0.60	0.85	0.96	0.95	0.65
1-1/2-inch thickness:	0.08	0.29	0.73	0.94	0.97	0.89	0.75
2-inch thickness:	0.19	0.55	1.17	1.21	1.15	1.13	1.00
2-1/2-inch thickness:	0.19	0.62	1.15	1.21	1.14	1.2	1.05
3-inch thickness	0.09	0.68	1.2	1.18	1.12	1.05	1.05

8. Acceptable Product: WILLTEC Sonex Linear Absorbers smooth, flat 'direct apply, glue-up' or suspended, wall, ceiling panels or baffles.

2.3 DIRECT APPLY ADHESIVE SYSTEM

A. Adhesive: PA-04 polyurethane- based adhesive, for use with all WILLTEC products.
1. pinta acouSTIC PA-04 adhesive 10.6 oz. tube cartridges, 5-gallon bucket roll-on or approved substitute.

B. Provide 1449.01 c-channels per manufacture/ installation details.

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PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper and or timely completion; consult pinta acoustic
   1. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prior to installing direct apply, wall or ceiling panels, make certain that substrate surfaces to which panels will be applied are smooth, clean and level; free of dust, dirt, and other residues or contaminants which could inhibit a strong bond to develop.

3.3 INSTALLATION

A. Schedule On-Site Pre-installation meeting with Architect prior beginning installation

B. Any discrepancies in Baffle placement (in coordination with MEP, Sprinklers, etc). shall be bought to the attention of the Architect,

C. Comply with manufacturer's instructions and recommendations for installation of acoustical panels:
   1. Coordinate with mechanical, electrical and fire concerning pipe and fixture locations and spacing, etc., positioned about walls or ceilings.
   2. Lay out pattern per reflected ceiling drawings.
   3. Refer to manufacturer's written installation instructions, phone pinta for any additional project specific concerns.
   4. Cut adhesive tube tips back to produce 1/4 inch diameter (6.4 mm) bead flow.
   5. Use clean, thin white cotton gloves to handle panels.
   6. Apply adhesive to top edge of baffle per manufacturer's recommendation and installation instructions; press baffle firmly into Chicago Metallic/Rockfon 1449.01 c-channel and smooth evenly across them to ensure a strong lasting bond; adhesive tack should be immediate.
   7. Install baffles true to lines, position and plane as indicated on project drawings.

3.4 CLEANING

A. Clean up using soap and water; use clean, soft water-dampened cotton rags to wet wipe and remove unwanted adhesive from any adjacent surfaces. Lightly brush or wet wipe 'pat and dab' panel faces or edges to remove unwanted finger prints, dust or adhesive marks as soon as possible.

B. Panel faces and edges may also be vacuumed using soft bristle brush attachments or lightly dusted using Swiffer® Dusters.

C. Remove and reinstall improperly installed, damaged or discolored panels or ones that cannot be properly cleaned and install new material.

END OF SECTION

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SECTION 09 90 00

PAINTING

PART 1 - GENERAL

1.1 SUMMARY:

A. Painting and finishing of interior and exterior items and surfaces throughout the project, except as otherwise indicated. Provide field painting of hangers, exposed steel (including galvanized and shop primed items), and iron work, of primed metal surfaces and exposed-to-view prefinished metal surfaces of items, as required to match adjacent surfaces, and equipment installed under mechanical and electrical work. Refer to those respective sections for painting requirements. Provide touch-up of pre-finished items as required to match original finish

1. For permanent identification of corridor partitions, smokestop partitions, horizontal exit partitions, exit enclosures, and fire rated walls, provide signs or stenciling above decorative ceilings and in concealed spaces. Note: Suggested wording "Fire And Smoke Barrier-Protect All Openings".

B. Do not paint pre-finished items except as noted above.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Shop priming of metal substrates with primer; Section 05 12 00.

B. Gypsum board joint treatment/finishing; Section 09 21 16.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Paint Schedule: Submit paint schedule listing each material cross-referenced to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.

B. Samples: Submit samples of finishes type and color on specified materials for verification.

C. Product Data: For each type of product. Include preparation requirements and application instructions.

1.3 DELIVERY AND STORAGE: Deliver materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS: Sherwin Williams is specified. Equivalent paint products from Benjamin Moore, Pittsburgh, Farrell-Calhoun and Kwal/Comex are acceptable, or approved equal.

2.2 PAINT GENERAL:

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

1. Provide products from manufacturer's professional or premium quality line.

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

2.3 MATERIALS: See paragraph 3.5, SCHEDULE OF PAINT TREATMENT for materials. Exterior finish coats shall contain mildewcides. Grind in the factory all exterior colors and interior deep tone colors. Shop mixing is not permitted.

A. Colors as scheduled, or if not scheduled, as selected by Architect, and subject to modification on the job at the Architect's discretion.

B. Finish:

1. Metals: Semi-gloss

2. Walls: Satin and Semi-Gloss, as specified/scheduled or if not specified/scheduled, location as directed by Architect.

3. Ceilings: Flat, as specified/scheduled or if not specified/scheduled, location as directed by Architect.

4. Other: As specified/scheduled, or if not specified/scheduled, as directed by Architect.

C. Provide in dry mil thickness recommended by manufacturer, and printed in manufacturer's system catalog, for type of finish specified/scheduled.

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PART 3 - EXECUTION

3.1 EXAMINATION: Examine the areas and conditions under which painting work is to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected. Starting of painting work will be construed as acceptance of the surfaces within any particular areas.

3.2 SURFACE PREPARATION:

A. Gypsum Wall Board: Joint treatment for gypsumboard is specified in Section 09 21 00. Do not paint over gypsum wallboard work until taped joints are thoroughly dry. Verify nail heads and taped joints are sanded smooth and dust removed prior to painting.

B. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those surfaces exposed to view, and dust off. Prime, stain, or seal wood required to be job painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, etc. Scrape and clean small, dry seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer, before application of the priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

C. Cementitious Materials: Prepare cementitious surfaces to be painted by removing all, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze. Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate tests. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, correct this condition before application of paint.

D. Ferrous Metals: Touch-up shop-applied prime coats which have damaged or bare areas. Wire-brush, solvent clean, and touch up with the same primer as the shop coat.

E. Galvanized Surfaces: Clean free of oil and surface contaminates with an acceptable non-petroleum based solvent.

F. Aluminum: Remove film of oil and grease before painting by washing with mineral spirits.

G. Factory Primed Surfaces: Touch up of damaged primed finish with compatible product. Sand with 150 grit sandpaper to ensure smooth finish, or other as recommended by manufacturer. Wipe clean.

3.3 APPLICATION:

A. Apply paint by brush, roller, spray, or other acceptable practice in accordance with the manufacturer's directions. Use brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by the manufacturer for material and texture required.

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B. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried. Sand between each enamel or varnish coat application with fine sand paper, or rub surfaces with pumice stone where required to produce an even smooth surface in accordance with the coating manufacturer's directions.

C. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.

D. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent of that of flat surfaces.

3.4 CLEAN-UP: Thoroughly clean all spots, smears, spills, etc., remove from the site all discarded paint materials, rubbish cans and rags at the end of each work day.

3.5 SCHEDULE OF PAINT TREATMENTS: Refer to Finish Schedule and Materials And Finishes Color Selections.

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Treatment No.	Location	Coats	Materials
1	**Exterior and interior ferrous metal Tnemec High Build Epoxy Coating Note: All exterior metals specified for field painting shall receive the Tnemec system.**	**3**	**Shop priming is specified under the respective metal section. <u>1st Coat:</u> Recoatable epoxy primer <u>2nd & 3rd Coats:</u> Epoxy**
2	**Other metal surfaces (factory finished, primed or pre-finished) including roof mounted units**	**2**	**Clean and prime abraded spots as specified in metal sections and finish in 2 coats specified for adjoining surfaces.**
3	**Shop primed exterior cementitious wall and soffit panels**	**2**	**<u>1st and 2nd Coat:</u> A-100 Exterior Latex, A6 Series.**

4	**Int. ferrous metal/galvanized metal**		**Shop priming is specified under the respective metal section.** **1st Coat: Pro-Cryl Universal Water Based Primer.** **2nd & 3rd Coats: ProClassic Interior Waterborne Acrylic Enamel.**
5	**Int. gypsumboard, except as specified below**	**3**	**1st Coat: Harmony Interior Latex Primer** **2nd & 3rd Coats: Harmony Interior Latex Finish**
6	**Int gypsumboard indicated to receive epoxy coating**	**3**	**1st Coat: PrepRite 200 Interior Latex Primer** **2nd & 3rd Coats: Pro Industrial Precatalyzed Epoxy; K45 Series**
7	**Int. wood, painted**	**3**	**1st Coat: PrepRite Classic Interior Latex Primer** **2nd & 3rd Coats: Harmony Interior Latex Finish.**
8	**Int. wood stained (Coordinate finish with prefinished wood doors.)**	**3**	**1st Coat: S-W Wood Classics 250 Oil Stain, A49-800 Series** **2nd & 3rd Coats: S-W Wood Classics Fast Dry Oil Base Varnish, A66-300 Series**

END OF SECTION

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SECTION 10 14 53
SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY: Interior & Exterior building signage, complete.

A. Work includes, but not limited to the following:

1. Interior doors signage as indicated on drawings
2. Interior wall mount letters behind Control Desk
3. Exterior Acrylic Letters (located on Front Masonry wall)

B. Installation accessories.

C. Refer to Floor Plan for signage locations

1.2 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finish.

B. Shop Drawings: Include plans, elevations, and large-scale sections of typical members and other components. Show mounting methods, grounds, mounting heights, layout, font, spacing, reinforcement, accessories, and installation details.

C. Samples: Provide samples of approved font styles, materials and color selections for each type of interior building signage for verification and approval by Architect.

1.3 QUALITY ASSURANCE:

A. Source Limitations: Obtain each sign type through one source from a single manufacturer.

B. Field Measurements: Where sizes of signs are determined by dimensions of surfaces on which they are installed, verify dimensions by field measurement before fabrication and indicate measurements on shop drawings.

1.4 COORDINATION: For signs anchored to permanent construction, advise installers of anchorage devices about specific requirements for placement of anchorage devices and similar items to be used for attaching signs. Provide templates for installation of anchorage devices.

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PART 2 - PRODUCTS

2.1 INTERIOR BUILDING SIGNAGE:

1) ASI Signage Innovations: 3D Form Signage is basis of design. Provide raised text/graphics, Grade 2 domed Braille, mounting tape; provide installation accessories as required by project conditions to complete necessary installation.

A. General Interior Signage: RIDI-1.1 (Room Number & 1 insert).

B. Unisex Restroom: RRID-UI with ISA.

C. Submit samples in compliance with paragraph 1.2. Color as Selected by Architect.

2) Wall Signage/ Letters at Control Desk: Back-lit Channel Cut letters sign (base design) w/ Acrylic Face & aluminum sides/ returns

A. Refer to sheet A-5.2 for dimensions.

B. Final selection of font, color, & text shall be determined by the Owner.

C. Provide electrical power as required for sign.

D. Provide blocking in wall as required.

2.2 EXTERIOR BUILDING SIGNAGE:

1) Cast Aluminum Letters @ Building Exterior (South Elevation)

A. Refer to sheet A-5.3 for dimensions.

B. Final selection of font & color shall be determined by the Architect. Architect shall select from full range of colors & finishes.

C. Contractor shall provide mock-up/ stencil pattern on applicable wall surface for Architects approval prior to installation of letters.

D. Provide all applicable anchors & installation materials.

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PART 3 - EXECUTION

3.1 EXAMINATION:

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

B. Examine supporting members to ensure that surfaces are at elevations indicated or required to comply with authorities having jurisdiction and are free from dire and other deleterious matter.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION:

A. General: Locate signage and accessories where indicated, using mounting methods of types approved on final shop drawings, and in compliance with manufacturer's written instructions.

1. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.

2. Building Signage: Mount characters using standard mounting methods recommended in writing by manufacturer for character form, type of mounting, wall construction, and condition of exposure indicated. Provide heavy paper template to establish character spacing and to locate holes for fasteners.

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3.3 CLEANING AND PROTECTION:

After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

END OF SECTION

SECTION 10 22 39

OPERABLE PARTITIONS

PART 1: GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Manually operated, individual panel operable partitions.

2. Manually operated, paired panel operable partitions.

B. Related Sections include the following:

1. Division 5 Sections for primary structural support, including pre-punching of support members by structural steel supplier per operable partition supplier's template.

2. Division 6 Sections for wood framing and supports, and all blocking at head and jambs as required.

3. Division 9 Sections for wall and ceiling framing at head and jambs.

1.2 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified in writing by the operable partition manufacturer, as qualified to install the manufacturer's partition systems for work similar in material, design, and extent to that indicated for this Project.

B. Acoustical Performance: Test operable partitions in an independent acoustical laboratory in accordance with ASTM E90 test procedure and classified in accordance with ASTM E413 to attain no less than the STC rating specified. Provide a complete and unedited written test report by the testing laboratory upon request.

C. Preparation of the opening shall conform to the criteria set forth per ASTM E557 "Standard Practice for Architectural Application and Installation of Operable Partitions."

1.3 SUBMITTALS

A. Product Data: Material descriptions, construction details, finishes, installation details, and operating instructions for each type of operable partition, component, and accessory specified.

B. Shop Drawings: Show location and extent of operable partitions. Include plans, sections, details, attachments to other construction, and accessories. Indicate dimensions, weights, conditions at openings, and at storage areas, and required installation, storage, and operating clearances. Indicate location and installation **requirements for hardware and**

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track, including floor tolerances required and direction of travel. Indicate blocking to be provided by others.

C. Setting Drawings: Show imbedded items and cutouts required in other work, including support beam punching template.

D. Samples: Color samples demonstrating full range of finishes available by architect. Verification samples will be available in same thickness and material indicated for the work.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Clearly mark packages and panels with numbering systems used on Shop Drawings. Do not use permanent markings on panels.

B. Protect panels during delivery, storage, and handling to comply with manufacturer's direction and as required to prevent damage.

1.5 WARRANTY

A. Provide written warranty by manufacturer of operable partitions agreeing to repair or replace any components with manufacturing defects.

B. Partition Warranty period: Two (2) years from date of shipment.

C. Suspension System Warranty: Five (5) years from date of shipment.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS, PRODUCTS, AND OPERATIONS

A. Manufacturers: Modernfold is specified. Equivalent systems from Hufcor and Panelfold are acceptable, or approved equal.

B. Products: Subject to compliance with the requirements, provide the following five (5) products:

1. Acousti-Seal Encore - Paired Panel:

a. Manually operated paired panel operable partition. Paired flat panels

b. Top supported with operable floor seals and automatic top seal.

c. Final Closure (all panels): Horizontally expanding panel edge with removable crank

2.3 PANEL CONSTRUCTION

A. Nominal 4.25-inch (108mm) thick panels in manufacturer's standard 51-inch (1295mm) widths. All panel horizontal and vertical framing members fabricated from minimum 16-gage formed steel with overlapped and welded corners for rigidity. Top channel is reinforced to support suspension system components. Frame is designed so that full vertical edges of panels are of formed steel and provide concealed protection of the edges of the panel skin.

B. Panel skin: Roll-formed steel wrapping around panel edge. Panel skins shall be lock formed and welded directly to the frame for unitized construction. Acoustical ratings of 54 STC.

C. Hinges: Full leaf butt hinges, attached directly to the panel frame. Welded hinge anchor plates within panel shall further support hinge mounting to frame. Hinges mounted into panel edge or vertical astragal are not acceptable.

D. Panel Trim: No vertical or horizontal trim allowed on edges of panels; minimal groove appearance at panel joints.

E. Panel Weight: 54 STC - 9.4 lbs./square foot

2.4 PANEL FINISH

A. Panel finish shall be factory applied, Class "A" rated material. Finish shall be reinforced vinyl with woven backing weighing not less than 15 ounces per lineal yard. Architect shall select from full range of standard manufacture finishes.

B. Panel Trim: Exposed panel trim of one consistent color: to be determined by Architect.

2.5 SOUND SEALS

A. Vertical Interlocking Sound Seals between panels: Aluminum astragals, with tongue and groove configuration in each panel edge. Rigid plastic astragals are not acceptable.

B. Horizontal Top Seals shall be Modernfold SureSet™ automatic operable top seals, manually operated top seals not required or permitted.

C. Horizontal bottom floor seals shall be Modernfold Sureset™ SM2 Bottom Seal. Manually activated seals providing nominal 2" (51mm) operating clearance with an operating range of + 0.50" (13mm) to -1.50" (38mm). Seal shall be operable from panel edge or face. Extended seal shall exert nominal 120 pounds (265 kg) downward force to the floor throughout operating range.

PART 3: EXECUTION

3.1 INSTALLATION

A. General: Comply with ASTM E557, operable partition manufacturer's written installation instructions, Drawings and approved Shop Drawings.

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B. Install operable partitions and accessories after other finishing operations, including painting have been completed.

C. Match operable partitions by installing panels from marked packages in numbered sequence indicated on Shop Drawings.

D. Broken, cracked, chipped, deformed or unmatched panels are not acceptable.

3.2 CLEANING AND PROTECTION

A. Clean partition surfaces upon completing installation of operable partitions to remove dust, dirt, adhesives, and other foreign materials according to manufacturer's written instructions.

B. Provide final protection and maintain conditions in a manner acceptable to the manufacturer and installer that ensure operable partitions are without damage or deterioration at time of Substantial Completion.

3.3 ADJUSTING

A. Adjust operable partitions to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and other moving parts.

3.4 EXAMINATION

A. Examine flooring, structural support, and opening, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of operable partitions. Proceed with installation only after unsatisfactory conditions have been corrected.

3.5 DEMONSTRATION

A. Demonstrate proper operation and maintenance procedures to Owner's representative.

B. Provide Operation and Maintenance Manual to Owner's representative.

END OF SECTION

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SECTION 10 26 13

STAINLESS STEEL CORNER GUARDS

PART 1 - GENERAL

1.1 SUMMARY: Surface-mounted, stainless steel corner guards.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Metal studs; Section 05 41 00.

B. Gypsum Board; Section 09 21 16.

1.3 SUBMITTALS: Comply with requirements of Section 01 33 00.

A. Action Submittals:

1. Product Data: Product data and detailed specifications for each system component and installation accessory required, including installation methods for each type of substrate.

2. Samples for verification purposes: Submit the following samples, as proposed for this work, for verification of color, texture and pattern.

a. 12" (304.8mm) long sample of each model specified including mounting hardware.

3. Shop Drawings: Submit shop drawings showing locations, extent and installation details of corner guards. Show methods of attachment to adjoining construction.

4. Maintenance data for wall protection system components for inclusion in the operating and maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE:

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A. Installer qualifications: Engage an installer who has no less than 3 years experience in installation of systems similar in complexity to those required for this project.

B. Manufacturer's qualifications: Not less than 5 years experience in the production of specified products and a record of successful in-service performance.

C. Code compliance: Assemblies should conform to all applicable codes including IBC, UBC, SBCCI, BOCA, Life Safety and CA 01350.

D. Fire performance characteristics: Provide engineered PETG wall protection system components with UL label indicating that they are identical to thosetested in accordance with ASTM E84 for Class 1 characteristics listed below:

1. Flame spread: 25 or less

2. Smoke developed: 450 or less

E. Impact Strength: Provide assembled wall protection units that have been tested in accordance with the applicable provisions of ASTM F476.

F. Chemical and stain resistance: Provide wall protection system components with chemical and stain resistance in accordance with ASTM D543.

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1.5 DELIVERY, STORAGE AND HANDLING:

A. Deliver materials to the project site in unopened original factory packaging clearly labeled to show manufacturer.

B. Store materials in original, undamaged packaging in a cool, dry place out of direct sunlight and exposure to the elements. A minimum room temperature of 40°F (4°C) and a maximum of 100°F (38°C) should be maintained.

C. Material must be stored flat.

1.6 PROJECT CONDITIONS:

A. Materials must be acclimated in an environment of 65°-75°F (18°-24°C) for at least 24 hours prior to beginning the installation.

B. Installation areas must be enclosed and weatherproofed before installation commences.

PART 2 - PRODUCTS

2.1 CORNER GUARD: Custom-made, surface-mounted w/ adhesive, stainless steel.

A. CG: 1.5" x 1.5" surface-mounted corner guard.

1. Color: No. 4 - Brushed Finish.

2. Height: Partial height (4'-0")

3. Clean edges of all burrs and imperfections.

2.2 FABRICATION

A. General: Fabricate wall protection systems to comply with requirements indicated for design, dimensions, detail, finish and member sizes.

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PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.

1. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface preparation: Prior to installation, clean substrate to remove dirt, debris and loose particles. Perform additional preparation procedures as required by manufacturer's instructions.

B. Protection: Take all necessary steps to prevent damage to material during installation as required in manufacturer's installation instructions.

3.3 INSTALLATION

A. Install the work of this section in strict accordance with the manufacturer's recommendations, using only approved mounting hardware, and locating all components firmly into position, level and plumb.

B. Temperature at the time of installation must be between 65°-75°F and be maintained for at least 48 hours after the installation.

3.4 CLEANING

A. General: Immediately upon completion of installation, clean guards and accessories in accordance with manufacturer's recommended cleaning method.

B. Remove surplus materials, rubbish and debris resulting from installation as work progresses and upon completion of work.

3.5 PROTECTION

A. Protect installed materials to prevent damage by other trades. Use materials that may be easily removed without leaving residue or permanent stains.

END OF SECTION

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SECTION 10 28 13

TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY: Provide toilet accessories, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Carpentry; Section 06 10 00, for blocking and backing.

B. Plumbing; Division 22.

C. Bid Alternates, Division 01 23 00

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit technical data and installation instructions for bath and toilet accessories.

B. Shop Drawings: Submit shop drawings showing grab bar installation Provide setting drawings, instructions and directions for installation of anchorage devices in other work.

1.4 JOB CONDITIONS: Coordinate toilet accessory locations with other work to avoid interference and to assure proper operation and servicing of accessory units.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS: Bobrick, Bradley and ASI as scheduled, or approved equal.

2.2 MATERIALS:

A. Stainless Steel: ANSI Type 302/304, No. 4 finish, 22-gage minimum.

B. Fasteners: Screws, bolts, and other devices of same material as accessory unit, or of galvanized steel where concealed.

2.3 ACCESSORIES: Refer to Sheet G00.2 for mounting heights. Refer to schedule on Sheet A-5.1 complete list of items.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. Install toilet accessory units in accordance with manufacturer's instructions, using fasteners that are appropriate to substrate and recommended by manufacture of unit.

B. At grab bars strongly secure fastenings to steel backing plate or by other accepted methods.

C. Install units plumb and level, firmly anchored in location and at heights indicated, or if not indicated, as directed by Architect.

END OF SECTION

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SECTION 10 44 00

FIRE PROTECTION SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY: Provide fire-protection specialties, complete. Work includes:

A. Fire extinguisher, bracket mounted in semi-recessed cabinets.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Gypsumboard walls; Section 09 21 16.

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

1. Fire Extinguishers: Include rating and classification.

2. Fire Protection Cabinets: Include roughing-in dimensions, detail showing mounting methods, relationship of box and trim to surrounding construction, door hardware, cabinet type, trim style, and panel style.

B. Samples: Submit samples for verification for exposed factory applied finish specified for cabinets, prepared on sample 6" x 6" square.

C. Maintenance Data: Submit for fire extinguishers and fire protection cabinets.

1.5 QUALITY ASSURANCE:

A. Source Limitations: Obtain fire extinguishers and fire-protection cabinets through one source from a single manufacturer.

B. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers".

C. Fire Extinguisher: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

1.6 COORDINATION: Coordinate size of fire-protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.

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PART 2 - PRODUCTS

2.1 FIRE PROTECTION SPECIALTIES: Larsen's Manufacturing Company is specified; equivalent products from J. L. Industries and Potter Roemer are acceptable; or approved equal.

2.2 MATERIALS:

A. Cold-Rolled Steel Sheet: ASTM A 1008, Commercial Steel (CS), Type B with a 3/4" wide flange.

B. Steel door: Enameled finish to match cabinet.

C. Tempered Break Glass: ASTM C 1048, Kind FT, Condition A, Type I, Class 1, Quality q3; 1/4" thick.

2.3 FIRE EXTINGUISHERS:

A. General: Provide fire extinguishers of type, size, and capacity for cabinet indicated.

1. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B and bar coding for documenting fire extinguisher location, inspections, maintenance, and recharging.

B. Multipurpose Dry-Chemical Type in Steel Container: UL-rated, MP 4-A:60-B:C, 10 lb. nominal capacity, with mono-ammonium phosphate-based dry chemical in enameled-steel container.

2.4 CABINETS/BRACKETS:

A. Cabinet Model: C-2409, Cameo Series, ADA Accessible

1. Cabinet Construction: Recessed; refer to Life Safety Plan for locations at Metal Stud wall construction.

C. Cabinet Material: Aluminum

D. Cabinet Trim Material: 3/4" wide flange; same material and finish as door.

E. Door Material: Aluminum

F. Door Style: Full View

G. Door Glazing: Clear Tempered Safety Glass.

H. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.

1. Provide manufacturer's standard projecting door pull and friction latch.

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2. Provide continuous hinge, of same material and finish as trim, permitting door to open 180 degrees.

I. Accessories:

1. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to cabinets and walls, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.

2. Cabinet Letters: "FIRE EXTINGUISHER"

a. Diecut Lettering Color: Black

b. Diecut Letering Style: Vertical.

3. Cabinet Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location.

J. Finish:

1. Manufacturer's standard baked-acrylic paint for interior of cabinet.

2.5 FABRICATION:

A. Cabinets: Provide manufacturer's standard box (tub), with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.

1. Weld joints and grind smooth.

B. Cabinet Doors: Fabricate doors according to manufacturer's standards, from materials indicated and coordinated with cabinet types and trim styles selected.

1. Fabricate door frames with tubular stiles and rails and hollow-metal design, minimum 1/2" thick.

2. Miter and weld perimeter door frames.

C. Cabinet Trim: Fabricate cabinet trim in one piece with corners mitered, welded, and ground smooth.

PART 3 - EXECUTION

3.1 EXAMINATION: Verify that rough openings for cabinets are correctly sized and located.

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3.2 INSTALLATION:

A. Install in compliance with pertinent regulations and manufacturer's recommendations.

B. Set top of cabinets and wall mounted extinguishers at height AFF as scheduled, and to meet ADA requirements. Anchor components fully in place. Indicate height on shop drawings.

C. Determine approximate complete date of work. Inspect, charge and tag fire extinguishers at date not more than 10 days before or less than one day before actual completion of work.

3.3 ADJUSTING AND CLEANING:

A. Remove temporary protective coverings and strippable films, if any, as fire-protection specialties are installed, unless otherwise indicated in manufacturer's literature.

B. Adjust fire-protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.

C. On completion of fire-protection cabinet installation, clean interior and exterior surfaces as recommended by manufacturer.

D. Touch up marred finishes, or replace fire-protection cabinets that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by fire-protection cabinet manufacturer.

E. Replace fire-protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

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SECTION 11 30 00

APPLIANCES

PART 1 - GENERAL

1.1 SUMMARY: Appliances, complete.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Rough-in and connection for utility services for specified equipment; Division 22 and Division 26 sections.

B. Section 01 23 00 Bid Alternates

1.3 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Submit copy of manufacturer data, including installation, operating, and maintenance instructions.

B. Shop Drawings: Submit shop drawings verifying model number, location, rough-in requirements, and finish.

C. Warranty: Submit executed warranty.

1.4 DELIVERY AND STORAGE: Deliver appliances to project site in manufacturer's undamaged protective container after space to receive appliances have been fully enclosed.

1.5 WARRANTY: Provide manufacturer's standard warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURER: As specified on Drawings.

2.2 APPLIANCES: Quantity as indicated on drawings.

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PART 3 - EXECUTION

3.1 INSTALLATION: Install in compliance with pertinent regulations, manufacturer's recommendations and final shop drawings.

A. Place appliances in final locations after finishes have been completed. Verify that clearances are adequate for proper operation of appliances.

B. Verify that accessory items have been provided.

C. Test appliances to verify proper operation. Make necessary adjustments.

END OF SECTION

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SECTION 12 24 00

SHADES

PART 1 - GENERAL

1.1 SUMMARY: Manually operated room darkening roller shades, complete.

1.2 RELATED WORK SPECIFIED IN OTHER

SECTIONS: A. Rough Carpentry; Section 06 10 00.

B. Gypsumboard; Section 09 21 16.

1.3 REFERENCES

A. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

B. NFPA 70 - National Electrical Code.

C. NFPA 701 - Fire Tests for Flame-Resistant Textiles and Films.

1.4 SUBMITTALS: Comply with Section 01 33 00.

A. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.

2. Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.

3. Storage and handling requirements and recommendations.

4. Mounting details and installation methods.

5. Typical wiring diagrams including integration of motor controllers with building management system, audiovisual and lighting control systems as applicable.

B. Shop Drawings: Plans, elevations, sections, product details, installation details, operational clearances, and relationship to adjacent work.

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C. Window Treatment Schedule: For all roller shades. Use same room designations as indicated on the Drawings and include opening sizes and key to typical mounting details.

D. Selection Samples: For each finish product specified, one set of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, one complete set of shade components, unassembled, demonstrating compliance with specified requirements. Shadecloth sample and aluminum finish sample as selected. Mark face of material to indicate interior faces.

F. Maintenance Data: Methods for maintaining roller shades, precautions regarding cleaning materials and methods, instructions for operating hardware and controls.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Obtain roller shades through one source from a single manufacturer with a minimum of twenty years experience in manufacturing products comparable to those specified in this section.

B. Installer Qualifications: Installer trained and certified by the manufacturer with a minimum of ten years experience in installing products comparable to those specified in this section.

C. Fire-Test-Response Characteristics: Passes NFPA 701 small and large-scale vertical burn. Materials tested shall be identical to products proposed for use.

D. Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi ATCC9642, ATCC 9644, ATCC9645.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver shades in factory-labeled packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated on Drawings and in the Window Treatment Schedule.

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1.7 PROJECT CONDITIONS

A. Environmental Limitations: Install roller shades after finish work including painting is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1.8 WARRANTY

A. Roller Shade Hardware and Chain Warranty: Manufacturer's standard non-depreciating twenty-five year limited warranty.

B. Standard Shadecloth: Manufacturer's standard twenty-five year warranty.

C. Roller Shade Installation: One year from date of Substantial Completion, not including scaffolding, lifts or other means to reach inaccessible areas.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS: MechoShade Systems, Inc., or approved equal.

2.2 ROLLER SHADE SYSTEM: Manually Operated Shade System.

A. Mounting: Surface mounted with fascia.

1. Color: To be selected from full range of manufactures standard colors

B. Configuration: Single blackout shadecloth covering all windows in each specified window type.

D. Standard Shadecloth:

1. Fabric: ThermoVeil Equinox 1000 Series, 1% Openness.

2. Color: As Selected by Architect.

E. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.

F. Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and

weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room.

G. Shade Band and Shade Roller Attachment:

1. Use extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection. Roller tubes less than 1.55 inch (39.37 mm) in diameter for manual shades are not acceptable.

2. Provide for positive mechanical engagement with drive / brake mechanism.

3. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" spline mounting, without having to remove shade roller from shade brackets.

4. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets.

5. Any method of attaching shade band to roller tube that requires the use of: adhesive, adhesive tapes, staples, and/or rivets are not acceptable.

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2.3 SHADE FABRICATION

A. Fabricate units to completely fill existing openings from head to sill and jamb-to-jamb, unless specifically indicated otherwise.

B. Fabricate shadecloth to hang flat without buckling or distortion. Fabricate with heat-sealed trimmed edges to hang straight without curling or raveling.

Fabricate unguided shadecloth to roll true and straight without shifting sideways more than 1/8 inch (3.18 mm) in either direction per 8 feet (2438 mm) of shade height due to warp distortion or weave design. Fabricate hem as follows:

1. Standard concealed hem bar.

2. Provide battens in standard shades as required to assure proper tracking and uniform rolling of the shadebands. Contractor shall be responsible for assuring the width-to-height (W:H) ratios shall not exceed manufacturer's standards or, in absence of such standards, shall be responsible for establishing appropriate standards to assure proper tracking and rolling of the

shadecloth within specified standards. Battens shall be roll-formed stainless steel or tempered steel, as required.

3. For railroaded shadebands, provide seams in railroaded multi-width shadebands as required to meet size requirements and in accordance with seam alignment as acceptable to Architect. Seams shall be properly located. Furnish battens in place of plain seams when the width, height, or weight of the shade exceeds manufacturer's standards. In absence of such standards, assure proper use of seams or battens as required to, and assure the proper tracking of the railroaded multi-width shadebands.

4. Provide battens for railroaded shades when width-to-height (W:H) ratios meet or exceed manufacturer's standards. In absence of manufacturer's standards, be responsible for proper use and placement of battens to assure proper tracking and roll of shadebands.

5. Blackout shadebands, when used in side channels, shall have horizontally mounted, roll-formed stainless steel or tempered-steel battens not more than 3 feet (115 mm) on center extending fully into the side channels. Battens shall be concealed in a integrally-colored fabric to match the inside and outside colors of the shadeband, in accordance with manufacturer's published standards for spacing and requirements.

a Battens shall be roll formed of stainless steel or tempered steel and concave to match the contour of the roller tube.

b Batten pockets shall be self-colored fabric front and back RF welded into the shadecloth. A self-color opaque liner shall be provided front and back to eliminate any see through of the batten pocket that shall not exceed 1-1/2 inches (38.1 mm) high and be totally opaque. A see-through moire effect, which occurs with multiple layers of transparent fabrics, shall not be acceptable.

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2.4 COMPONENTS:

A. Access and Material Requirements:

i Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.

ii Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.

iii Use only Delrin engineered plastics by DuPont for all plastic components of shade hardware. Styrene based plastics, and /or polyester, or reinforced polyester will not be acceptable.

B. Manual Operated Chain Drive Hardware and Brackets:

i Provide for universal, regular and offset drive capacity, allowing drive chain to fall at front, rear or non-offset for all shade drive end brackets. Universal offset shall be adjustable for future change.

ii Provide hardware capable for installation of a removable fascia, for both regular and/or reverse roll, which shall be installed without exposed fastening devices of any kind.

iii Provide shade hardware system that allows for removable regular and/or reverse roll fascias to be mounted continuously across two or more shade bands without requiring exposed fasteners of any kind.

iv Provide shade hardware system that allows for operation of multiple shade bands (multi-banded shades) by a single chain operator, subject to manufacturer's design criteria. Connectors shall be offset to assure alignment from the first to the last shade band.

2. Provide shade hardware system that allows multi-banded manually operated shades to be capable of smooth operation when the axis is offset a maximum of 6 degrees on each side of the plane perpendicular to the radial line of the curve, for a 12 degrees total offset.

3. Provide positive mechanical engagement of drive mechanism to shade roller tube. Friction fit connectors for drive mechanism connection to shade roller tube are not acceptable

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4. Provide shade hardware constructed of minimum 1/8-inch (3.18 mm) thick plated steel or heavier as required to support 150 percent of the full weight of each shade.

5. Drive Bracket / Brake Assembly:

a. MechoShade Drive Bracket model M5 shall be fully integrated with all MechoShade accessories, including, but not limited to: SnapLoc fascia, room darkening side / sill channels, center supports and connectors for multi-banded shades.

b. M5 drive sprocket and brake assembly shall rotate and be supported on a welded 3/8 inch (9.525 mm) steel pin.

c. The brake shall be an over-running clutch design which disengages to 90 percent during the raising and lowering of a shade. The brake shall withstand a pull force of 50 lbs. (22 kg) in the stopped position.

d. The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design includes an articulated brake assembly, which assures a smooth, non-jerky operation in raising and lowering the shades. The assembly shall be permanently lubricated. Products that require externally applied lubrication and or not permanently lubricated are not acceptable.

e. The entire M5 assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments.

f. Drive Chain: #10 qualified stainless steel chain rated to 90 lb. (41 kg) minimum breaking strength. Nickel plate chain shall not be accepted.

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2.5 ACCESSORIES:

A. Fascia:

1. Continuous removable extruded aluminum fascia that attaches to shade mounting brackets without the use of adhesives, magnetic strips, or exposed fasteners.

2. Fascia shall be able to be installed across two or more shade bands in one piece.

3. Fascia shall fully conceal brackets, shade roller and fabric on the tube.

4. Provide bracket / fascia end caps where mounting conditions expose outside of roller shade brackets.

5. Notching of Fascia for manual chain shall not be acceptable.

6. Room Darkening Channels:

a. Channel Color: to be selected by Architect.

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PART 3 - EXECUTION

3.1 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.

3.2 PREPARATION:

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION:

A. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches to interior face of glass. Allow proper clearances for window operation hardware.

B. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

C. Clean roller shade surfaces after installation, according to manufacturer's written instructions.

D. Engage Installer to train Owner's maintenance personnel to adjust, operate and maintain roller shade systems.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

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SECTION 211313

WET-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipes, fittings, and specialties.
2. Cover system for sprinkler piping.
3. Specialty valves.
4. Sprinklers.
5. Manual control stations.
6. Pressure gages.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For wet-pipe sprinkler systems.

1. Include plans, elevations, sections, and attachment details.
2. Include diagrams for power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Sprinkler systems, drawn to scale, on which items of other systems and equipment are shown and coordinated with each other, using input from installers of the items involved.

B. Qualification Data: NICET Level III or greater.

C. Design Data:

1. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction, including hydraulic calculations if applicable.

D. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

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1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer's responsibilities include designing, fabricating, and installing sprinkler systems and providing professional design services needed to assume engineering responsibility. Base calculations on results of fire-hydrant flow test.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the following:

1. NFPA 13.

B. Standard-Pressure Piping System Component: Listed for 175-psig minimum working pressure.

1. Minimum Density for Automatic-Sprinkler Piping Design:
   a. Light-Hazard Occupancy: **0.10 gpm over 1500 sq. ft.** area.
   b. Ordinary-Hazard, Group 1 Occupancy: **0.15 gpm over 1500 sq. ft.** area.
   c. Ordinary-Hazard, Group 2 Occupancy: **0.20 gpm over 1500 sq. ft.** area.

2. Maximum Protection Area per Sprinkler: According to UL listing.

2.2 STEEL PIPE AND FITTINGS

A. Standard-Weight, **Galvanized- and Black-**Steel Pipe: ASTM A 53/A 53M, **Type E**, **Grade B**. Pipe ends may be factory or field formed to match joining method.

B. Thinwall, **Galvanized- and Black-**Steel Pipe: ASTM A 135/A 135M or ASTM A 795/A 795M, threadable, with wall thickness less than Schedule 30 and equal to or greater than Schedule 10. Pipe ends may be factory or field formed to match joining method.

C. Schedule 10, Black-Steel Pipe: ASTM A 135/A 135M or ASTM A 795/A 795M, Schedule 10 in NPS 5 and smaller; and NFPA 13-specified wall thickness in NPS 6 to NPS 10, plain end.

D. **Galvanized- and Black-**Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M, standard-weight, seamless steel pipe with threaded ends.

E. **Galvanized- and Uncoated-**Steel Couplings: ASTM A 865/A 865M, threaded.

F. Malleable- or Ductile-Iron Unions: UL 860.

G. Cast-Iron Flanges: ASME 16.1, Class 125.

H. Steel Flanges and Flanged Fittings: ASME B16.5, Class 150.

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2.3 CPVC PIPE AND FITTINGS

A. CPVC Pipe: ASTM F 442/F 442M and UL 1821, SDR 13.5, for 175-psig rated pressure at 150 deg F, with plain ends. Include "LISTED" and "CPVC SPRINKLER PIPE" markings.

B. CPVC Fittings: **UL listed or FM Global approved**, for 175-psig rated pressure at 150 deg F, socket type. Include "LISTED" and "CPVC SPRINKLER FITTING" markings.

1. NPS 3/4 to NPS 1-1/2: ASTM F 438 and UL 1821, Schedule 40, socket type.
2. NPS 2 to NPS 3: ASTM F 439 and UL 1821, Schedule 80, socket type.
3. CPVC-to-Metal Transition Fittings: CPVC, one piece, with dimensions equivalent to pipe; one end with threaded brass insert, and one socket end.
4. CPVC-to-Metal Transition Unions: CPVC, with dimensions equivalent to pipe; one end with threaded brass insert, and one socket end.
5. Flanges: CPVC, one or two pieces.

C. Solvent Cements for Joining CPVC Piping and Tubing: ASTM F 493 solvent cement recommended by pipe and fitting manufacturer, and made for joining CPVC sprinkler pipe and fittings. Include cleaner or primer recommended by pipe and fitting manufacturer.

D. Plastic Pipe-Flange Gasket and Bolts and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

E. Installer must have current certification from the manufacturer to install CPVC piping or fittings.

2.4 COVER SYSTEM FOR SPRINKLER PIPING

A. Description: System of support brackets and covers made to protect sprinkler piping.

B. Brackets: Glass-reinforced nylon.

C. Covers: Extruded-PVC sections of length, shape, and size required for size and routing of CPVC piping.

2.5 SPECIALTY VALVES

A. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

B. Specialty Valves Pressure Rating: 175-psig minimum.

C. Body Material: Cast or ductile iron.

D. Size: Same as connected piping.

E. End Connections: Flanged or grooved.

F. Alarm Valves:
1. Standard: UL 193.
2. Design: For horizontal or vertical installation.
3. Include trim sets for bypass, drain, electrical sprinkler alarm switch, pressure gages, and fill-line attachment with strainer.
4. Drip Cup Assembly: Pipe drain with check valve to main drain piping.

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G. Automatic (Ball Drip) Drain Valves:
1. Standard: UL 1726.
2. Pressure Rating: 175-psig minimum.
3. Type: Automatic draining, ball check.
4. Size: NPS 3/4.
5. End Connections: Threaded.

2.6 SPRINKLER PIPING SPECIALTIES

A. Branch Outlet Fittings:
1. Standard: UL 213.
2. Pressure Rating: **175-psig minimum**.
3. Body Material: Ductile-iron housing with EPDM seals and bolts and nuts.
4. Type: Mechanical-tee and -cross fittings.
5. Configurations: Snap-on and strapless, ductile-iron housing with branch outlets.
6. Size: Of dimension to fit onto sprinkler main and with outlet connections as required to match connected branch piping.
7. Branch Outlets: Grooved, plain-end pipe, or threaded.

B. Flow Detection and Test Assemblies:
1. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."
2. Pressure Rating: **175-psig minimum**.
3. Body Material: Cast- or ductile-iron housing with orifice, sight glass, and integral test valve.
4. Size: Same as connected piping.
5. Inlet and Outlet: Threaded or grooved.

C. Branch Line Testers:
1. Standard: UL 199.
2. Pressure Rating: 175 psig.
3. Body Material: Brass.
4. Size: Same as connected piping.
5. Inlet: Threaded.
6. Drain Outlet: Threaded and capped.
7. Branch Outlet: Threaded, for sprinkler.

D. Sprinkler Inspector's Test Fittings:
1. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."
2. Pressure Rating: **175-psig minimum**.
3. Body Material: Cast- or ductile-iron housing with sight glass.
4. Size: Same as connected piping.
5. Inlet and Outlet: Threaded.

E. Flexible Sprinkler Hose Fittings:
1. Standard: UL 1474.
2. Type: Flexible hose for connection to sprinkler, and with bracket for connection to ceiling grid.
3. Pressure Rating: **175-psig minimum**.
4. Size: Same as connected piping, for sprinkler.

2.7 SPRINKLERS

A. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

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B. Pressure Rating for Automatic Sprinklers: 175-psig minimum.

C. Automatic Sprinklers with Heat-Responsive Element:

1. Early-Suppression, Fast-Response Applications: [**UL 1767**].
2. Nonresidential Applications: [**UL 199**].
3. Characteristics: Nominal 1/2-inch orifice with Discharge Coefficient K of 5.6, and for "Ordinary" temperature classification rating unless otherwise indicated or required by application.

D. Sprinkler Finishes: **Chrome plated**.

E. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.

F. Sprinkler Guards:
1. Standard: UL 199.
2. Type: Wire cage with fastening device for attaching to sprinkler.

2.8 PRESSURE GAGES

A. Standard: UL 393.

B. Dial Size: 3-1/2- to 4-1/2-inch diameter.

C. Pressure Gage Range: **0 to 300 psig**.

D. Label: Include "WATER" label on dial face.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated on approved working plans.

1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with Architect before deviating from approved working plans.
2. Coordinate layout and installation of sprinklers with other construction that penetrates ceilings, including light fixtures, HVAC equipment, and partition assemblies.

B. Piping Standard: Comply with NFPA 13 requirements for installation of sprinkler piping.

C. Use listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.

D. Install grooved coupling adjacent to each valve in pipes NPS 2 and smaller.

E. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 and larger end connections.

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F. Install "Inspector's Test Connections" in sprinkler system piping, complete with shutoff valve, and sized and located according to NFPA 13.

G. Install sprinkler piping with drains for complete system drainage.

H. Install sprinkler control valves, test assemblies, and drain risers adjacent to standpipes when sprinkler piping is connected to standpipes.

I. Install automatic (ball drip) drain valve at each check valve for fire-department connection, to drain piping between fire-department connection and check valve. Install drain piping to and spill over floor drain or to outside building.

J. Install alarm devices in piping systems.

K. Install hangers and supports for sprinkler system piping according to NFPA 13. Comply with requirements for hanger materials in NFPA 13.

L. Install pressure gages on riser or feed main, at each sprinkler test connection, and at top of each standpipe. Include pressure gages with connection not less than NPS 1/4 and with soft-metal seated globe valve, arranged for draining pipe between gage and valve. Install gages to permit removal, and install where they are not subject to freezing.

M. Fill sprinkler system piping with water.

N. Install sleeves for piping penetrations of walls, ceilings, and floors.

O. Install sleeve seals for piping penetrations of concrete walls and slabs.

P. Install escutcheons for piping penetrations of walls, ceilings, and floors.

3.2 JOINT CONSTRUCTION

A. Install couplings, flanges, flanged fittings, unions, nipples, and transition and special fittings that have finish and pressure ratings same as or higher than system's pressure rating for aboveground applications unless otherwise indicated.

B. Install grooved coupling adjacent to each valve in pipes NPS 2 and smaller.

C. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 and larger end connections.

D. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

E. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

F. Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with gasket and bolts according to ASME B31.9.

G. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads.

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2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

H. Twist-Locked Joints: Insert plain end of steel pipe into plain-end-pipe fitting. Rotate retainer lugs one-quarter turn or tighten retainer pin.

I. Steel-Piping, Pressure-Sealed Joints: Join lightwall steel pipe and steel pressure-seal fittings with tools recommended by fitting manufacturer.

J. Schedule 40 Steel-Piping, Cut-Grooved Joints: Cut square-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe joints.

K. Steel-Piping, Roll-Grooved Joints: Roll rounded-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe grooved joints.

L. Steel-Piping, Pressure-Sealed Joints: Join Schedule 5 steel pipe and steel pressure-seal fittings with tools recommended by fitting manufacturer.

M. Extruded-Tee Connections: Form tee in copper tube according to ASTM F 2014. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

N. Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

O. Plastic-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements. Apply primer.
2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.

3.3 INSTALLATION OF COVER SYSTEM FOR SPRINKLER PIPING

A. Install cover system, brackets, and cover components for sprinkler piping according to manufacturer's "Installation Manual" and NFPA 13 for supports.

3.4 VALVE AND SPECIALTIES INSTALLATION

A. Install listed fire-protection valves, trim and drain valves, specialty valves and trim, controls, and specialties according to NFPA 13 and authorities having jurisdiction.

B. Install listed fire-protection shutoff valves supervised open, located to control sources of water supply except from fire-department connections. Install permanent identification signs indicating portion of system controlled by each valve.

C. Install check valve in each water-supply connection. Install backflow preventers instead of check valves in potable-water-supply sources.

D. Specialty Valves:

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1. Install valves in vertical position for proper direction of flow, in main supply to system.
2. Install alarm valves with bypass check valve and retarding chamber drain-line connection.
3. Install deluge valves in vertical position, in proper direction of flow, and in main supply to deluge system. Install trim sets for drain, priming level, alarm connections, ball drip valves, pressure gages, priming chamber attachment, and fill-line attachment.

3.5 SPRINKLER INSTALLATION

A. Install sprinklers in suspended ceilings in center of **narrow dimension of** acoustical ceiling panels.

B. Install dry-type sprinklers with water supply from heated space. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing.

C. Install sprinklers into flexible, sprinkler hose fittings, and install hose into bracket on ceiling grid.

3.6 IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

B. Identify system components, wiring, cabling, and terminals.

3.7 FIELD QUALITY CONTROL

A. Perform the following tests and inspections **with the assistance of a factory-authorized service representative**:

1. Leak Test: After installation, charge systems and test for leaks. Repair leaks and retest until no leaks exist.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
3. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
4. Energize circuits to electrical equipment and devices.
5. Coordinate with fire-alarm tests. Operate as required.
6. Coordinate with fire-pump tests. Operate as required.
7. Verify that equipment hose threads are same as local fire department equipment.

B. Sprinkler piping system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.8 CLEANING

A. Clean dirt and debris from sprinklers.

B. Only sprinklers with their original factory finish are acceptable. Remove and replace any sprinklers that are painted or have any other finish than their original factory finish.

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3.9 PIPING SCHEDULE

A. Piping between Fire Department Connections and Check Valves: Galvanized, standard-weight steel pipe and fittings.

B. Sprinkler specialty fittings may be used, downstream of control valves, instead of specified fittings.

3.10 SPRINKLER SCHEDULE

A. Use sprinkler types in subparagraphs below for the following applications:

1. Rooms without Ceilings: **Upright sprinklers**.
2. Rooms with Suspended Ceilings: **Pendent, recessed, flush, and concealed sprinklers as indicated**.
3. Wall Mounting: Sidewall sprinklers.

B. Provide sprinkler types in subparagraphs below with finishes indicated.

1. Concealed Sprinklers: Rough brass, with factory-painted white cover plate.
2. Flush Sprinklers: Bright chrome, with painted white escutcheon.
3. Recessed Sprinklers: Bright chrome, with bright chrome escutcheon.
4. **Upright, Pendent and Sidewall** Sprinklers: Chrome plated in finished spaces exposed to view; rough bronze in unfinished spaces not exposed to view; wax coated where exposed to acids, chemicals, or other corrosive fumes.

END OF SECTION 211313

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SECTION 220719

PLUMBING PIPING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes insulating the following plumbing piping services:

1. Domestic hot-water piping.
2. Roof drains and rainwater leaders.
3. Supplies and drains for handicap-accessible lavatories and sinks.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Products shall not contain asbestos, lead, mercury, or mercury compounds.

B. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

C. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

D. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells.

E. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.

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2.2 INSULATING CEMENTS

A. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449.

2.3 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Pipe Covers:
1. Description: Manufactured plastic wraps for covering plumbing fixture **hot- and cold-water supplies** and trap and drain piping. Comply with Americans with Disabilities Act (ADA) requirements.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

B. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

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1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at [**2 inches**] o.c.

    a. For below-ambient services, apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.

L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.3 PENETRATIONS

A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.

C. Insulation Installation at Floor Penetrations:

1. Pipe: Install insulation continuously through floor penetrations.

3.4 INSTALLATION OF CELLULAR-GLASS INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient services, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

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1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of cellular-glass insulation to valve body.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

3.5 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. Insulation Installation on Pipe Flanges:

1. Install pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed valve covers manufactured of same material as pipe insulation when available.
2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

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4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

END OF SECTION 220719

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SECTION 221116

DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper tube and fittings.
2. Transition fittings.
3. Dielectric fittings.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

B. Potable-water piping and components shall comply with NSF 14 and NSF 61 Annex G. Plastic piping components shall be marked with "NSF-pw."

C. Comply with NSF 372 for low lead.

2.2 COPPER TUBE AND FITTINGS

A. Hard Copper Tube: **ASTM B 88, Type L and ASTM B 88, Type M** water tube, drawn temper.

B. Soft Copper Tube: **ASTM B 88, Type K and ASTM B 88, Type L** water tube, annealed temper.

C. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.

D. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.

E. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.

F. Copper Unions:

1. MSS SP-123.
2. Cast-copper-alloy, hexagonal-stock body.
3. Ball-and-socket, metal-to-metal seating surfaces.
4. Solder-joint or threaded ends.

G. Copper Pressure-Seal-Joint Fittings:

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1. Fittings for NPS 2 and Smaller: Wrought-copper fitting with EPDM-rubber, O-ring seal in each end.
2. Fittings for NPS 2-1/2 to NPS 4: Cast-bronze or wrought-copper fitting with EPDM-rubber, O-ring seal in each end.

H. Copper Push-on-Joint Fittings:

1. Cast-copper fitting complying with ASME B16.18 or wrought-copper fitting complying with ASME B 16.22.
2. Stainless-steel teeth and EPDM-rubber, O-ring seal in each end instead of solder-joint ends.

2.3 TRANSITION FITTINGS

A. General Requirements:

1. Same size as pipes to be joined.
2. Pressure rating at least equal to pipes to be joined.
3. End connections compatible with pipes to be joined.

B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

2.4 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

B. Dielectric Unions:
1. Standard: ASSE 1079.
2. Pressure Rating: **125 psig minimum at 180 deg F**.
3. End Connections: Solder-joint copper alloy and threaded ferrous.

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PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.

B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."

C. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve inside the building at each domestic water-service entrance.

D. Install shutoff valve immediately upstream of each dielectric fitting.

E. Install domestic water piping level and plumb.

F. Rough-in domestic water piping for water-meter installation according to utility company's requirements.

G. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.

H. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

I. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.

J. Install piping to permit valve servicing.

K. Install piping free of sags and bends.

L. Install fittings for changes in direction and branch connections.

M. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.

N. Install pressure gages on suction and discharge piping for each plumbing pump and packaged booster pump.

3.2 DIELECTRIC FITTING INSTALLATION

A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.

3.3 HANGER AND SUPPORT INSTALLATION

A. Support vertical piping and tubing at base and at each floor.

B. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch.

C. Install supports for vertical copper tubing every 10 feet.

3.4 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.

C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.

3.5 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

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1. Piping Inspections:

    a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.

2. Piping Tests:

    a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
    b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
    c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
    d. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
    e. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
    f. Prepare reports for tests and for corrective action required.

B. Domestic water piping will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.6 CLEANING

A. Clean and disinfect potable domestic water piping per Authority Having Jurisdiction.

B. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION 221116

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SECTION 221316

SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-iron soil pipe and fittings.
2. PVC pipe and fittings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:

1. Soil, Waste, and Vent Piping: **10-foot head of water**.

2.2 PIPING MATERIALS

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

2.3 CAST-IRON SOIL PIPE AND FITTINGS

A. Pipe and Fittings: ASTM A 74, Service class.

B. Gaskets: ASTM C 564, rubber.

C. Calking Materials: ASTM B 29, pure lead and oakum or hemp fiber.

2.4 PVC PIPE AND FITTINGS

A. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.

B. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.

C. Cellular-Core PVC Pipe: ASTM F 891, Schedule 40.

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D. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.

1. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations.
2. Install piping as indicated unless deviations to layout are approved on coordination drawings.

B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

E. Install piping to permit valve servicing.

F. Install piping at indicated slopes.

G. Install piping free of sags and bends.

H. Install fittings for changes in direction and branch connections.

I. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends.

1. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical.
2. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe.

    a. Straight tees, elbows, and crosses may be used on vent lines.

3. Do not change direction of flow more than 90 degrees.
4. Use proper size of standard increasers and reducers if pipes of different sizes are connected.

    a. Reducing size of waste piping in direction of flow is prohibited.

J. Lay buried building waste piping beginning at low point of each system.

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1. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream.
2. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
3. Maintain swab in piping and pull past each joint as completed.

K. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."

L. Install aboveground PVC piping according to ASTM D 2665.

M. Plumbing Specialties:

1. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary waste gravity-flow piping.

2. Install drains in sanitary waste gravity-flow piping.

N. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

O. Install sleeves for piping penetrations of walls, ceilings, and floors.

P. Install sleeve seals for piping penetrations of concrete walls and slabs.

Q. Install escutcheons for piping penetrations of walls, ceilings, and floors.

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3.2 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect waste and vent piping to the following:

1. Plumbing Fixtures: Connect waste piping in sizes indicated, but not smaller than required by plumbing code.
2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
3. Plumbing Specialties: Connect waste and vent piping in sizes indicated, but not smaller than required by plumbing code.

D. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.

3.3 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Test sanitary waste and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.

2. Roughing-in Plumbing Test Procedure: Test waste and vent piping except outside leaders on completion of roughing-in.

a. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water.
b. From 15 minutes before inspection starts to completion of inspection, water level must not drop.
c. Inspect joints for leaks.

3. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
4. Prepare reports for tests and required corrective action.

3.4 CLEANING AND PROTECTION

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect sanitary waste and vent piping during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

D. Repair damage to adjacent materials caused by waste and vent piping installation.

END OF SECTION 221316

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SECTION 230100

BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Piping materials and installation instructions common to most piping systems.
2. Dielectric fittings.
3. Vibration Isolators
4. Mechanical sleeve seals.
5. Sleeves.
6. Escutcheons.
7. Grout.
8. Mechanical demolition.
9. Equipment installation requirements common to equipment sections.
10. Concrete bases.
11. Supports and anchorages.

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1.2 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 SUBMITTALS

A. Submit for approval, Manufacturer’s technical data sheets including performance specifications for all equipment and air devices shown on the schedules. Also, provide data on all system accessories and all materials. Include all piping, ductwork and insulation materials. Accessories to be submitted on shall include valves and all piping accessories, and all ductwork accessories including extractors, turning vanes, control dampers and balancing dampers.

B. Submit for approval, contractor's original shop drawings of all assemblies of manufactured items including control diagrams. Submit all items called out in individual sections, in addition to those called for in this section.

C. Indicate all pertinent dimensions on scale drawings necessary for clarity and/or coordination of the installation between trades.

D. Provide complete electrical wiring diagrams.

E. Make submittals for all work contained in Division 15 at one time except by special permission.

F. Bind submittals in durable covers with contents conveniently organized and properly indexed with index tabs.

G. Obtain approval on product manufacturers not specifically named prior to making bidding.

H. Each mechanical section contains a listing of required submittals only for convenience.

I. Submit for approval a schedule of nameplates and manufacturer's data sheets and shop drawings on special supports and seals.

J. Provide performance data on all substituted items to demonstrate equality to those scheduled. Include all sound levels, rpm, velocity and other data as applicable.

K. Submit proposed changes in ducts, piping, and equipment layout before ordering or fabrication as stated below under intent.

1.4 INTENT

A. It is intended that the contractor provide a complete and operating mechanical system including all incidental items and connections necessary for proper operation or customarily included even though each and every item may not be indicated.

B. The drawings indicate the general layout requirements for equipment, fixtures, piping, ductwork, etc. Final layout will be governed by actual field conditions with all measurements verified at the site. Contractor shall verify that all equipment, piping, ducts and other components will fit in the space provided before fabrication or ordering. Contractor shall submit any proposed changes to the Engineer for approval before fabrication or ordering.

C. It is intended that the mechanical installation be safe, reliable, energy efficient, and easily maintained with adequate provisions allowed for access to equipment.

D. It is intended that the mechanical system operate quietly with noise levels below the criteria recommended for the application by ASHRAE. Provide corrective action as required to reduce objectionable noise or vibration.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

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1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS

A. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.

B. Support all products by service organizations with adequate spare parts inventory and personnel located reasonably close to the site.

C. Where multiple units of the same type or class of product are required, provide all units of the same manufacturer.

D. Store products in the original containers and shelter in a suitable environment at an approved location. Make readily accessible for inspections and inventory accounting.

E. For products specified by generic reference standard, select any product meeting such standard.

F. For products specified by naming one or more products or manufacturers, select any named. Submit request, in writing, for substitution of any product or manufacturer not specifically named and obtain approval at least five working days prior to bid date.

G. Provide all information to support claim of equality of product proposed for substitution. Substitutions will be considered only if equivalent in quality, efficiency, performance, size, weight, reliability, appearance, and ease of maintenance to the specified product.

H. Where approved product substitutions alter the design, space requirements, electrical requirements, connections, etc. include all work necessary to provide a complete installation of quality equal to or better than that which would have been achieved with products or manufacturers as specified.

2.2 MECHANICAL IDENTIFICATION

A. Identify each major component as to manufacturer’s name, address, model and serial number, and pertinent ratings on a durable nameplate attached to the component in a conspicuous place.

B. Identify each major component as it is named on the drawings or referred to herein with engraved nameplates made from laminated plastic sheets.

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C. Identify each valve, except obvious equipment isolation valves, with black filled coded numbers engraved on brass nametags attached with brass jack chains. Provide typewritten legend of numbered valves.

D. Identify each pipe or exposed duct in equipment rooms or above accessible ceilings with permanent markers as manufactured by Seton. Indicate fluid conveyed and direction of flow. Install on each pipe or duct where it enters or leaves a wall or floor and at other intervals not to exceed 20 feet.

E. Identify each major outdoor underground line with continuous strips of plastic utility marker tape as manufactured by Seton stating at regular intervals “CAUTION (identify utility) PIPE BELOW”. Install one foot directly above pipe before backfilling to grade.

2.3 AIR FILTRATION

A. Filter media shall be blend of polypropylene/polyethylene fibers, multi-layered incorporating mechanical efficiency and a post-manufacturer electric charge. The media shall be formed in a radial pleat design to ensure full utilization of the media area. When tested in accordance with ASHRAE standard 52.2-1999, the filter shall have a minimum efficiency reporting value (MERV) of 8. When tested in accordance with ASHRAE Standard 52.1-1992, the filter shall have a dust spot efficiency of 25-30%, arrestance of 90-92%, and a minimum dust holding capacity of 170 grams.

2.4 VIBRATION ISOLATORS

A. Double deflection neoprene mounting shall have a minimum static deflection of 0.35 inches. All metal surfaces shall be neoprene covered to avoid corrosion and have friction pads both top and bottom so they need not be bolted to the floor. Bolt holes shall be provided for these areas where bolting is required. On equipment such as small vent sets and close coupled pumps, steel rails shall be used above the mountings to compensate for the overhang. Mountings shall be type ND or rails type DNR as manufactured by Mason Industries.

B. Spring type isolators shall be free standing and laterally stable without any housing and complete with ¼” neoprene acoustical friction pads between base plate and support. All mountings shall have leveling bolts that must be rigidly bolted to the equipment. Spring diameters shall be no less than 0.8 of the compressed height of the spring at rated load. Springs shall have a minimum additional travel to solid equal to 50% of the rated deflection. Submittals shall include spring diameters, deflections, compressed spring height and solid spring height. Mounting shall be type SLF as manufactured by Mason Industries.

C. Vibration Hangers shall contain a steel spring and 0.3” deflection neoprene element in series. The neoprene element shall be molded with a rod isolation bushing that passes through the hanger box. Spring diameters and hanger box lower hole sizes shall be large enough to permit the hanger rod to swing through a 30 degree arc before contacting the hole and short circuiting the spring. Springs shall have a minimum additional travel to solid equal to 50% of the rated deflection. Hangers shall be type 30N as manufactured by Mason Industries.

D. Install vibration isolators on all motor driven equipment.

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2.5 PIPE, TUBE, AND FITTINGS

A. Refer to individual Division 15 piping Sections for pipe, tube, and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.6 JOINING MATERIALS

A. Refer to individual Division 15 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series or BAg1, unless otherwise indicated.

F. Welding Filler Metals: Comply with AWS D10.12.

G. Solvent Cements for Joining Plastic Piping:

1. ABS Piping: ASTM D 2235.
2. CPVC Piping: ASTM F 493.
3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
4. PVC to ABS Piping Transition: ASTM D 3138.

2.7 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.

D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig minimum working pressure as required to suit system pressures.

E. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.

F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.

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2.8 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.

B. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.

C. Pressure Plates: Stainless steel. Include two for each sealing element.

D. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.9 SLEEVES

A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

D. PVC Pipe: ASTM D 1785, Schedule 40.

E. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.10 ESCUTCHEONS

A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.

2.11 GROUT

A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 MECHANICAL DEMOLITION

A. Refer to Division 1 Sections "Cutting and Patching" and "Selective Demolition" for general demolition requirements and procedures.

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B. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.

1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
5. Equipment to Be Removed: Disconnect and cap services and remove equipment.
6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 MANUFACTURER'S DIRECTIONS

A. Handle, install, connect, test, and operate all products, assemblies, and systems in accordance with manufacturer's recommendations.

B. In case of conflicting requirements between the manufacturer's directions and the Contract Documents, obtain specific instructions before proceeding with any work.

3.3 WORKMANSHIP

A. Keep the premises clean and free from debris, dirt, etc. Upon completion of work, clean and polish all fixtures, equipment, etc.

B. Seal all ductwork during construction to prevent construction dust from entering ductwork.

C. Perform all work in accordance with best practices of the trade and provide a "neat" installation by mechanics skilled in their respective trades and properly licensed.

D. Accurately install piping, ductwork and other equipment plumb, level and true to line with runs parallel or perpendicular to building lines. Make bends and offsets uniform.

E. Do not cut any structural members without specific approval. Do not cut mechanical or electrical lines that may be concealed.

F. Coordinate with other trade's work and install all work so that systems and components can be easily maintained and can be removed for replacement in the future.

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3.4 FAN SHUTDOWN CONTROLS

A. Provide fan shutdown control smoke detector in the return duct of units greater than 2000 cfm. The detector shall be installed prior to mixing with outside air. The smoke detectors shall shut down the respective unit.

B. This building contains a fire alarm system, the smoke detectors shall be furnished by the fire alarm supplier. The smoke detectors shall also signal the fire alarm control panel.

C. The mechanical contractor shall install the smoke detector in the ductwork as appropriate. The controls contractor shall provide a dry contact on the outside of each unit to shut the unit down. The fire alarm contractor shall wire the detector to the dry contacts and to his own system. Mechanical contractor shall provide the smoke detectors if they are not provided by the fire alarm contractor.

3.5 PIPING SYSTEMS - COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 15 Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping to permit valve servicing.

G. Install piping at indicated slopes.

H. Install piping free of sags and bends.

I. Install fittings for changes in direction and branch connections.

J. Install piping to allow application of insulation.

K. Select system components with pressure rating equal to or greater than system operating pressure.

L. Install escutcheons for penetrations of walls, ceilings, and floors.

M. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

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N. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Install steel pipe for sleeves smaller than 6 inches in diameter.
2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

O. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials.

Q. Verify final equipment locations for roughing-in.

R. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.6 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 15 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.

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2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402, for safe-handling practice of cleaners, primers, and solvent cements.
2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
5. PVC Nonpressure Piping: Join according to ASTM D 2855.
6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.

J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.

K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.

1. Plain-End Pipe and Fittings: Use butt fusion.
2. Plain-End Pipe and Socket Fittings: Use socket fusion.

M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.7 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.8 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.

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B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

D. Install equipment to allow right of way for piping installed at required slope.

3.9 CONCRETE BASES

A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.

1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Install anchor bolts to elevations required for proper attachment to supported equipment.
6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
7. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 3.

3.10 GROUTING

A. Mix and install grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placement of grout.

E. Place grout, completely filling equipment bases.

F. Place grout on concrete bases and provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout.

3.11 POST CONSTRUCTION SUBMITTALS

A. Deliver special tools, lubricants, and other products necessary for proper operation and maintenance of the mechanical system.

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B. Deliver spare parts called for under other mechanical sections contained herein or on drawings.

C. Submit project record documents indicating all changes made during construction.

D. Submit certificates of Final Inspection from the administrative authority.

E. Submit Operations and Maintenance manuals covering all phases of equipment and systems provided. Include complete spare parts data. With a source of supply. Include a copy of the shop drawings required in the “Pre-Construction Submittals”.

F. Submit extended warranties in excess of the standard one year construction warranty where required by other mechanical sections.

G. Submit Test, Adjust and Balance (TAB) report on approved record forms.

3.12 INSTRUCTIONS TO OWNER

A. Provide competent instruction to Owner’s personnel covering operation and maintenance of all mechanical systems. Provide specialized training by manufacturer’s technical representatives when required.

B. Make provisions to record all Owner instruction in video form, and provide three sets of the video training the Owner.

END OF SECTION 230100

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SECTION 230593

TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Testing, adjustment, and balancing of air systems.
2. Measurement of final operating condition of HVAC systems.
3. Sound measurement of equipment operating conditions.
4. Vibration measurement of equipment operating conditions.

B. Related Documents: The Contract Documents, as defined in Section 01110 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

A. Associated Air Balance Council (AABC):
1. AABC - National Standards for Total System Balance.

B. National Environmental Balancing Bureau (NEBB).

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Procedures for submittals.
1. Assurance/Control Submittals:
a. Test Reports:
1) Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
2) Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for inclusion in operating and maintenance manuals.
3) Provide reports in binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
4) Indicate data on AABC National Standards for Total System Balance forms.
b. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
c. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

B. Section 01780 - Closeout Submittals: Procedures for closeout submittals.
1. Project Record Documents: Accurately record the following:
a. Actual locations of balancing valves and rough setting.

1.4 QUALITY ASSURANCE

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A. Qualifications:
   1. Company specializing in testing, adjusting, and balancing. Company to be certified by one of the following.
      a. AABC Certified Independent Testing and Balancing Agency.
      b. National Environmental Balancing Bureau Certified Independent Agency. (NEBB).

B. Testing, Adjusting, and Balancing Reports: Use testing, adjusting, and balancing Agent's standard forms.

PART 2 - PRODUCTS

(Not Used.)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
   1. Systems are started and operating in a safe and normal condition.
   2. Temperature control systems are installed complete and operable.
   3. Proper thermal overload protection is in place for electrical equipment.
   4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
   5. Duct systems are clean of debris.
   6. Fans are rotating correctly.
   7. Fire and volume dampers are in place and open.
   8. Air coil fins are cleaned and combed.
   9. Access doors are closed and duct end caps are in place.
   10. Air outlets are installed and connected.
   11. Duct system leakage is minimized.

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3.2 PREPARATION

A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to Contracting Officer to facilitate spot checks during testing.

B. Provide additional balancing instruments as required.

3.3 INSTALLATION TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.

B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.4 ADJUSTING

A. Ensure recorded data represents actual measured or observed conditions.

B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

E. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by Contracting Officer.

F. Check and adjust systems approximately six months after final acceptance and submit report.

3.5 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities. Perform this work with cooling system energized where applicable to obtain the extra resistance of wet coils.

B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.

C. Measure air quantities at air inlets and outlets.

D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.

E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices.

F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.

G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.

H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.

I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.

J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.

END OF SECTION 230593

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SECTION 230700

HVAC INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Insulation Materials:

a. Cellular glass.
b. Flexible elastomeric.
c. Foam/vinyl.
d. Polystyrene.

B. Systems Included:
1. Exterior duct wrap insulation.
2. Refrigerant piping insulation.
3. Cooling condensate drain insulation.

1.2 SUBMITTALS

A. Product Data: Submit for each type of insulation to be used.

1.3 QUALITY ASSURANCE

A. Perform installation in accordance with MICA, Commercial and Industrial Insulation Standards.

B. Follow manufacturer's directions on adhesive application, fastener spacing, etc.

C. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Flexible fiberglass exterior duct wrap equal to FRK-25.

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1. K-Factor no greater than 0.3.
2. ¾ pound density.
3. Foil reinforced kraft (FRK) vapor barrier.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that applies to insulation.

C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment and piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment and pipe system as specified in insulation system schedules.

C. Install insulation with longitudinal seams at top and bottom of horizontal runs.

D. Install multiple layers of insulation with longitudinal and end seams staggered.

E. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

F. Keep insulation materials dry during application and finishing.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.

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3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

L. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

M. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

N. For above ambient services, do not install insulation to the following:

1. Vibration-control devices.
2. Testing agency labels and stamps.
3. Nameplates and data plates.
4. Manholes.
5. Handholes.
6. Cleanouts.

O. Provide aluminum sheet metal over insulation exposed outdoors above grade. Use rivets and seal joints watertight.

P. Ducts 18” upstream and 30” downstream of electric resistance and fuel-burning heaters located within duct system will be wrapped externally with fiberglass duct wrap.

Q. All supply and return air duct systems installed in any unconditioned space shall be insulated with a minimum of 2” thickness, ¾ lb. density wrap.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.4 INSULATION SCHEDULE

A. Refer to the drawings.

END OF SECTION 230700

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SECTION 231123

FACILITY NATURAL-GAS PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipes, tubes, and fittings.
2. Piping specialties.
3. Piping and tubing joining materials.
4. Manual gas shutoff valves.
5. Pressure regulators.
6. Dielectric unions.

1.2 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.3 QUALITY ASSURANCE

A. Steel Support Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Minimum Operating-Pressure Ratings:

1. Piping and Valves: **100 psig** minimum unless otherwise indicated.
2. Service Regulators: **100 psig** minimum unless otherwise indicated.

B. Natural-Gas System Pressure within Buildings: **0.5 psig**.

2.2 PIPES, TUBES, AND FITTINGS

A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.

1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
2. Wrought-Steel Welding Fittings: ASTM A 234/A 234M for butt welding and socket welding.
3. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.
4. Protective Coating for Underground Piping: Factory-applied, three-layer coating of epoxy, adhesive, and PE.

    a. Joint Cover Kits: Epoxy paint, adhesive, and heat-shrink PE sleeves.

2.3 PIPING SPECIALTIES

A. Appliance Flexible Connectors:

1. Indoor, Fixed-Appliance Flexible Connectors: Comply with ANSI Z21.24.
2. Indoor, Movable-Appliance Flexible Connectors: Comply with ANSI Z21.69.
3. Outdoor, Appliance Flexible Connectors: Comply with ANSI Z21.75.
4. Corrugated stainless-steel tubing with polymer coating.
5. Operating-Pressure Rating: 0.5 psig.
6. End Fittings: Zinc-coated steel.
7. Threaded Ends: Comply with ASME B1.20.1.

B. Y-Pattern Strainers:

1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 and smaller.
3. Strainer Screen: **40**-mesh startup strainer, and perforated stainless-steel basket with 50 percent free area.
4. CWP Rating: 125 psig.

2.4 JOINING MATERIALS

A. Joint Compound and Tape: Suitable for natural gas.

B. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

2.5 MANUAL GAS SHUTOFF VALVES

A. General Requirements for Metallic Valves, NPS 2 and Smaller: Comply with ASME B16.33.

1. CWP Rating: **125 psig**.
2. Threaded Ends: Comply with ASME B1.20.1.
3. Dryseal Threads on Flare Ends: Comply with ASME B1.20.3.
4. Tamperproof Feature: Locking feature for valves indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
5. Listing: Listed and labeled by an NRTL acceptable to authorities having jurisdiction for valves 1 inch and smaller.
6. Service Mark: Valves 1-1/4 inches to NPS 2 shall have initials "WOG" permanently marked on valve body.

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2.6 PRESSURE REGULATORS

A. General Requirements:

1. Single stage and suitable for natural gas.
2. Steel jacket and corrosion-resistant components.
3. Elevation compensator.
4. End Connections: Threaded for regulators NPS 2 (DN 50) and smaller.

2.7 DIELECTRIC UNIONS

A. Dielectric Unions:
1. Description:

a. Standard: ASSE 1079.
b. Pressure Rating: **125 psig**.
c. End Connections: Solder-joint copper alloy and threaded ferrous.

2.8 LABELING AND IDENTIFYING

A. Detectable Warning Tape: Acid- and alkali-resistant, PE film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored yellow.

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PART 3 - EXECUTION

3.1 OUTDOOR PIPING INSTALLATION

A. Comply with **NFPA 54 and the International Fuel Gas Code** for installation and purging of natural-gas piping.

B. Install underground, natural-gas piping buried at least **36 inches** below finished grade.

C. Install underground, PE, natural-gas piping according to ASTM D 2774.

D. Steel Piping with Protective Coating:

1. Apply joint cover kits to pipe after joining to cover, seal, and protect joints.
2. Repair damage to PE coating on pipe as recommended in writing by protective coating manufacturer.
3. Replace pipe having damaged PE coating with new pipe.

E. Install fittings for changes in direction and branch connections.

3.2 INDOOR PIPING INSTALLATION

A. Comply with **NFPA 54** and **the International Fuel Gas Code** for installation and purging of natural-gas piping.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Arrange for pipe spaces, chases, slots, sleeves, and openings in building structure during progress of construction, to allow for mechanical installations.

D. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

E. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

G. Locate valves for easy access.

H. Install natural-gas piping at uniform grade of 2 percent down toward drip and sediment traps.

I. Install piping free of sags and bends.

J. Install fittings for changes in direction and branch connections.

K. Verify final equipment locations for roughing-in.

L. Comply with requirements in Sections specifying gas-fired appliances and equipment for roughing-in requirements.

M. Drips and Sediment Traps: Install drips at points where condensate may collect, including service-meter outlets. Locate where accessible to permit cleaning and emptying. Do not install where condensate is subject to freezing.

1. Construct drips and sediment traps using tee fitting with bottom outlet plugged or capped. Use nipple a minimum length of 3 pipe diameters, but not less than 3 inches (75 mm) long and same size as connected pipe. Install with space below bottom of drip to remove plug or cap.

N. Extend relief vent connections for service regulators, line regulators, and overpressure protection devices to outdoors and terminate with weatherproof vent cap.

O. Conceal pipe installations in walls, pipe spaces, utility spaces, above ceilings, below grade or floors, and in floor channels unless indicated to be exposed to view.

P. Use eccentric reducer fittings to make reductions in pipe sizes. Install fittings with level side down.

Q. Connect branch piping from top or side of horizontal piping.

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R. Install unions in pipes NPS 2 and smaller, adjacent to each valve, at final connection to each piece of equipment.

S. Do not use natural-gas piping as grounding electrode.

T. Install strainer on inlet of each line-pressure regulator and automatic or electrically operated valve.

3.3 VALVE INSTALLATION

A. Install manual gas shutoff valve for each gas appliance ahead of corrugated stainless-steel tubing or copper connector.

B. Install underground valves with valve boxes.

C. Install regulators and overpressure protection devices with maintenance access space adequate for servicing and testing.

D. Install anode for metallic valves in underground PE piping.

3.4 CONNECTIONS

A. Connect to utility's gas main according to utility's procedures and requirements.

B. Install natural-gas piping electrically continuous, and bonded to gas appliance equipment grounding conductor of the circuit powering the appliance according to NFPA 70.

C. Install piping adjacent to appliances to allow service and maintenance of appliances.

D. Connect piping to appliances using manual gas shutoff valves and unions. Install valve within 72 inches of each gas-fired appliance and equipment. Install union between valve and appliances or equipment.

E. Sediment Traps: Install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

3.5 FIELD QUALITY CONTROL

A. Test, inspect, and purge natural gas according to **NFPA 54** and authorities having jurisdiction.

B. Natural-gas piping will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION 231123

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SECTION 233113

METAL DUCTWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes metal, rectangular ducts and fittings for supply, return, outside, and exhaust air-distribution systems in pressure classes from minus 2- to plus 10-inch wg.

1.2 SUBMITTALS

A. Shop Drawings: Show fabrication and installation details for metal ducts.

1. Penetrations through fire-rated and other partitions.
2. Duct accessories, including access doors and panels.

1.3 QUALITY ASSURANCE

A. NFPA Compliance:

1. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."
2. NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Lock-forming quality; complying with ASTM A 653/A 653M and having G60 coating designation; ducts shall have mill-phosphatized finish for surfaces exposed to view.

C. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts.

D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.2 SEALANT MATERIALS

A. Joint and Seam Tape: 2 inches wide; glass-fiber-reinforced fabric.

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B. Flange Gaskets: Butyl rubber or EPDM polymer with polyisobutylene plasticizer.

2.3 HANGERS AND SUPPORTS

A. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
2. Exception: Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.

B. Hanger Materials: Galvanized sheet steel or threaded steel rod.

1. Hangers Installed in Corrosive Atmospheres: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
2. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for steel sheet width and thickness and for steel rod diameters.

C. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

D. Trapeze and Riser Supports: Galvanized-steel shapes and plates complying with ASTM A 36/A 36M.

E. Gripple Cable Hanger System for Air Distribution.

2.4 RECTANGULAR DUCT FABRICATION

A. Fabricate ducts, elbows, transitions, offsets, branch connections, and other construction according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" and complying with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals.

1. Lengths: Fabricate rectangular ducts in lengths appropriate to reinforcement and rigidity class required for pressure class.
2. Deflection: Duct systems shall not exceed deflection limits according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

B. Transverse Joints: Prefabricated slide-on joints and components constructed using manufacturer's guidelines for material thickness, reinforcement size and spacing, and joint reinforcement.

C. Formed-On Flanges: Construct according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," Figure 1-4, using corner, bolt, cleat, and gasket details.

D. Cross Breaking or Cross Beading: Cross break or cross bead duct sides 19 inches and larger and 0.0359 inch thick or less, with more than 10 sq. ft. of nonbraced panel area unless ducts are lined.

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PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Construct and install ducts according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," unless otherwise indicated.

B. Install ducts with fewest possible joints.

C. Install fabricated fittings for changes in directions, size, and shape and for connections.

D. Install couplings tight to duct wall surface with a minimum of projections into duct. Secure couplings with sheet metal screws. Install screws at intervals of 12 inches, with a minimum of 3 screws in each coupling.

E. Install ducts, unless otherwise indicated, vertically and horizontally and parallel and perpendicular to building lines; avoid diagonal runs.

F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

G. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

H. Conceal ducts from view in finished spaces. Do not encase horizontal runs in solid partitions unless specifically indicated.

I. Coordinate layout with suspended ceiling, fire- and smoke-control dampers, lighting layouts, and similar finished work.

J. Seal all joints and seams. Apply sealant to male end connectors before insertion, and afterward to cover entire joint and sheet metal screws.

K. Electrical Equipment Spaces: Route ducts to avoid passing through transformer vaults and electrical equipment spaces and enclosures.

L. Non-Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls and are exposed to view, conceal spaces between construction openings and ducts or duct insulation with sheet metal flanges of same metal thickness as ducts. Overlap openings on 4 sides by at least 1-1/2 inches.

M. Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, install appropriately rated fire dampers, sleeves, and firestopping sealant. Fire and smoke dampers are specified in Division 23 Section "Duct Accessories."

N. Protect duct interiors from the elements and foreign materials until building is enclosed.

3.2 SEAM AND JOINT SEALING

A. Seal duct seams and joints according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for duct pressure class indicated.

B. Seal ducts before external insulation is applied.

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3.3 HANGING AND SUPPORTING

A. Support horizontal ducts within 24 inches of each elbow and within 48 inches of each branch intersection.

B. Support vertical ducts at maximum intervals of 16 feet and at each floor.

C. Install upper attachments to structures with an allowable load not exceeding one-fourth of failure (proof-test) load.

D. Install concrete inserts before placing concrete.

E. Install powder-actuated concrete fasteners after concrete is placed and completely cured.

1. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.

3.4 CONNECTIONS

A. Make connections to equipment with flexible connectors.

B. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

END OF SECTION 233113

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SECTION 233300

DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Backdraft and Volume dampers.
2. Fire dampers (including ceiling fire dampers).
3. Turning vanes.
4. Duct-mounting access doors.
5. Flexible connectors.
6. Flexible ducts.
7. Duct accessory hardware.

1.2 SUBMITTALS

A. Product Data: For the following:

1. Backdraft and Volume dampers.
2. Fire dampers.
3. Turning vanes.
4. Duct-mounting access doors.
5. Flexible connectors.
6. Flexible ducts.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, required clearances, method of assembly, components, and location and size of each field connection.

1. Special fittings.
2. Manual-volume damper installations.
3. Fire-damper installations, including sleeves and duct-mounting access doors.
4. Wiring Diagrams: Power, signal, and control wiring.

1.3 QUALITY ASSURANCE

A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

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PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated.

B. Galvanized Sheet Steel: Lock-forming quality; complying with ASTM A 653/A 653M and having G60 coating designation; ducts shall have mill-phosphatized finish for surfaces exposed to view.

C. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.2 BACKDRAFT DAMPERS

A. Description: Multiple-blade, parallel action gravity balanced, with center-pivoted blades of maximum 6-inch width, with sealed edges, assembled in rattle-free manner with 90-degree stop, steel ball bearings, and axles; adjustment device to permit setting for varying differential static pressure.

2.3 VOLUME DAMPERS

A. General Description: Factory fabricated, with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class.

B. Standard Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, standard leakage rating, with linkage outside airstream and suitable for horizontal or vertical applications.

1. Steel Frames: Hat-shaped, galvanized sheet steel channels, minimum of 0.064 inch thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
2. Roll-Formed Steel Blades: 0.064-inch- thick, galvanized sheet steel.
3. Blade Axles: Galvanized steel.
4. Bearings: Molded synthetic.
5. Tie Bars and Brackets: Galvanized steel.

C. Jackshaft: 1-inch-diameter, galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.

1. Length and Number of Mountings: Appropriate to connect linkage of each damper in multiple-damper assembly.

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D. Damper Hardware: Zinc-plated, die-cast core with dial and handle made of 3/32-inch-thick zinc-plated steel, and a 3/4-inch hexagon locking nut. Include center hole to suit damper operating-rod size. Include elevated platform for insulated duct mounting.

2.4 FIRE DAMPERS

A. Manufacturers:
1. Ruskin Company.
2. Nailor Industries.
3. United Enertech.

B. Fire dampers shall be labeled according to UL 555.

C. Fire Rating: 1-1/2 hours.

D. Frame: Curtain type with blades inside airstream; fabricated with roll-formed, 0.034-inch-thick galvanized steel; with mitered and interlocking corners.

E. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.

1. Minimum Thickness: 0.052 or 0.138 inch thick as indicated and of length to suit application.
2. Exceptions: Omit sleeve where damper frame width permits direct attachment of perimeter mounting angles on each side of wall or floor, and thickness of damper frame complies with sleeve requirements.

F. Mounting Orientation: Vertical or horizontal as indicated.

G. Blades: Roll-formed, interlocking, 0.034-inch-thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch-thick, galvanized-steel blade connectors.

H. Horizontal Dampers: Include blade lock and stainless-steel closure spring.

I. Fusible Links: Replaceable, 165 deg F rated.

2.5 TURNING VANES

A. Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for vanes and vane runners. Vane runners shall automatically align vanes.

B. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.

2.6 DUCT-MOUNTING ACCESS DOORS

A. General Description: Fabricate doors airtight and suitable for duct pressure class.

B. Door: Double wall, duct mounting, and rectangular; fabricated of galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class. Include vision panel where indicated. Include 1-by-1-inch butt or piano hinge and cam latches.

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1. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.

C. Door: Double wall, duct mounting, and round; fabricated of galvanized sheet metal with insulation fill and 1-inch thickness. Include cam latches.

1. Frame: Galvanized sheet steel, with spin-in notched frame.

D. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.

E. Insulation: 1-inch- thick, fibrous-glass or polystyrene-foam board.

2.7 FLEXIBLE CONNECTORS

A. General Description: Flame-retardant or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.

B. Flexible Connector Fabric: Glass fabric double coated with neoprene.

1. Minimum Weight: 26 oz./sq. yd.
2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
3. Service Temperature: Minus 40 to plus 200 deg F.

2.8 FLEXIBLE DUCTS

A. Noninsulated-Duct Connectors: UL 181, Class 1, multiple layers of aluminum laminate supported by helically wound, spring-steel wire.

1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
2. Maximum Air Velocity: 4000 fpm.
3. Temperature Range: Minus 20 to plus 210 deg F.

B. Insulated-Duct Connectors: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene vapor barrier film.

1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
2. Maximum Air Velocity: 4000 fpm.
3. Temperature Range: Minus 10 to plus 160 deg F.

C. Flexible Duct Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action, in sizes 3 through 18 inches to suit duct size.

2.9 DUCT ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct insulation thickness.

B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

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PART 3 - EXECUTION

3.1 APPLICATION AND INSTALLATION

A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for metal ducts.

B. Provide duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.

C. Install backdraft dampers on exhaust fans or nearest to outside and where indicated.

D. Install volume dampers in ducts with liner; avoid damage to and erosion of duct liner.

E. Provide balancing dampers at points on supply, return, and exhaust systems where branches lead from larger ducts as required for air balancing. Install at a minimum of two duct widths from branch takeoff.

F. Install fire dampers, with fusible links, according to manufacturer's UL-approved written instructions.

G. Install duct access doors to allow for inspecting, adjusting, and maintaining accessories and terminal units as follows:

1. On both sides of duct coils.
2. Downstream from volume dampers and equipment.
3. Adjacent to fire or smoke dampers, providing access to reset or reinstall fusible links.
4. On sides of ducts where adequate clearance is available.

H. Install flexible connectors immediately adjacent to equipment in ducts associated with fans and motorized equipment supported by vibration isolators.

I. Connect diffusers to low pressure ducts with maximum 60-inch lengths of flexible duct clamped or strapped in place.

J. Connect flexible ducts to metal ducts with adhesive.

3.2 ADJUSTING

A. Adjust duct accessories for proper settings.

B. Adjust fire dampers for proper action.

C. Final positioning of manual-volume dampers is specified in Division 23 Section "Testing, Adjusting, and Balancing."

END OF SECTION 233300

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SECTION 233713

AIR DIFFUSERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Rectangular and square ceiling diffusers.
2. Perforated diffusers.
3. Linear bar and linear slot diffusers.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 REFER TO AIR DEVICE SCHEDULE ON DRAWINGS

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install diffusers level and plumb.

B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.

C. Install diffusers with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.2 ADJUSTING

A. After installation, adjust diffusers to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

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SECTION 237416

PACKAGED, SMALL-CAPACITY, ROOFTOP AIR-CONDITIONING UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes packaged, small-capacity, rooftop air-conditioning units (RTUs) with the following components and accessories:

1. Casings.
2. Fans.
3. Motors.
4. Coils.
5. Refrigerant circuit components.
6. Air filtration.
7. Gas furnaces.
8. Dampers.
9. Electrical power connections.
10. Controls.
11. Accessories.
12. Roof curbs.

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1.2 ACTION SUBMITTALS

A. Product Data: For each RTU.

B. Shop Drawings:

1. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Include diagrams for power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of RTUs that fail in materials or workmanship within specified warranty period.

PART 2 - PRODUCTS

2.1 DESCRIPTION

A. AHRI Compliance:

1. Comply with AHRI 210/240 for testing and rating energy efficiencies for RTUs.

B. AMCA Compliance:

1. Comply with AMCA 11 and bear the AMCA-Certified Ratings Seal for air and sound performance according to AMCA 211 and AMCA 311.
2. Damper leakage tested according to AMCA 500-D.
3. Operating Limits: Classify according to AMCA 99.

C. ASHRAE Compliance:

1. Comply with ASHRAE 15 for refrigeration system safety.
2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
3. Comply with applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

D. ASHRAE/IES Compliance: Comply with applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

E. NFPA Compliance: Comply with NFPA 90A or NFPA 90B.

F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 CASINGS

A. General Fabrication Requirements for Casings: Formed and reinforced double-wall insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.

B. Double-Wall Construction: Fill space between walls with **1-inch** foam insulation and seal moisture tight for **R-7** performance.

C. Exterior Casing Material: Galvanized steel with factory-painted finish, with pitched roof panels and knockouts with grommet seals for electrical and piping connections and lifting lugs.

D. Inner Casing Fabrication Requirements:

1. Inside Casing: G-90-coated galvanized steel, **0.034 inch** thick.

E. Casing Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.

1. Materials: ASTM C 1071, Type I.
2. Thickness: **1/2 inch**.
3. Liner materials shall have airstream surface coated with erosion- and temperature-resistant coating or faced with a plain or coated fibrous mat or fabric.
4. Liner Adhesive: Comply with ASTM C 916, Type I.

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F. Plastic Condensate Drain Pans: Fabricated using rigid heavy plastic polymer, a minimum of 2 inches deep, and complying with ASHRAE 62.1 for design and construction of drain pans.

G. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

2.3 AIR FILTRATION

A. Minimum arrestance and MERV according to ASHRAE 52.2.

2.4 GAS FURNACE

A. Description: Factory assembled, piped, and wired; complying with ANSI Z21.47/CSA 2.3 and NFPA 54.

1. CSA Approval: Designed and certified by and bearing label of CSA.

B. Burners: Stainless steel.

1. Fuel: **Natural** gas.
2. Ignition: Electronically controlled electric spark or hot-surface igniter with flame sensor.

C. Heat-Exchanger and Drain Pan: Stainless steel.

D. Venting: Gravity vented.

E. Gas Valve Train: Single-body, regulated, redundant, 24-V ac gas valve assembly containing pilot solenoid valve, pilot filter, pressure regulator, pilot shutoff, and manual shutoff.

2.5 ELECTRICAL POWER CONNECTIONS

A. RTU shall have a single connection of power to unit with **unit-mounted disconnect switch accessible from outside unit and** control-circuit transformer with built-in overcurrent protection.

2.6 ACCESSORIES

A. Electric heater with integral thermostat maintains minimum 50 deg F temperature in gas burner compartment.

B. Duplex, 115-V, ground-fault-interrupter outlet with 15-A overcurrent protection. Include transformer if required. **Outlet shall be energized even if the unit main disconnect is open.**

C. Remote potentiometer to adjust minimum economizer damper position.

D. Safeties:

1. Smoke detector.
2. Condensate overflow switch.
3. Phase-loss protection.
4. High **and low** pressure control.

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5. **Gas furnace** airflow-proving switch.

E. Hail guards of galvanized steel, painted to match casing.

F. Outdoor-air intake weather hood.

G. Oil separator.

2.7 ROOF CURBS

A. Materials: Galvanized steel with corrosion-protection coating, watertight gaskets, and factory-installed wood nailer; complying with NRCA standards.

B. Curb Dimensions: Height of **14 inches**.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Roof Curb: Install on roof structure or concrete base, level and secure. Secure RTUs to upper curb rail, and secure curb base to roof framing with anchor bolts.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing RTUs and after electrical circuitry has been energized, test units for compliance with requirements.
2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. RTU will be considered defective if it does not pass tests and inspections.

3.3 CLEANING AND ADJUSTING

A. Occupancy Adjustments: When requested within **12** months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to **two** visits to Project during other-than-normal occupancy hours for this purpose.

B. After completing system installation and testing, adjusting, and balancing RTU and air-distribution systems, clean filter housings and install new filters.

END OF SECTION 237416

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SECTION 260500

GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceways and cables.
2. Sleeve seals.
3. Grout.
4. General electrical installation requirements.

1.2 PRE-CONSTRUCTION SUBMITTALS

A. Submit for approval Manufacturer's technical data sheets including performance specifications for all equipment, major materials and other manufactured items. Obtain approval on product manufacturers not specifically names prior to making submittals.

B. Bind submittals in durable covers with contents conveniently organized and properly indexed.

C. Make submittals on all work in Division 26 at one time, except by special permission.

1.3 INTENT

A. It is intended that the contractor provide a complete and operating electrical system including all incidental items and conditions necessary for proper operation or customarily included even though each and every item may not be indicated.

B. The drawings indicate the general layout requirements for equipment, fixtures, conduit, devices, etc. Final layout will be governed by actual field conditions with all measurements verified at the site.

C. Conduit and wiring shown on the drawings is diagrammatic unless otherwise noted, and is intended to indicate switching and branch circuit arrangements, phase balance, and general wiring connection requirements.

D. It is intended that the electrical installation be safe, reliable, energy efficient and easily maintained with adequate provisions for access to equipment.

E. It is intended that the electrical system operate with noise levels below the criteria recommended by NEMA. Provide corrective action to reduce objectionable hum or vibration.

F. Isolated ground circuits as well as circuits serving non-linear loads and those serving ground fault circuit breakers must have their own neutral or isolated ground.

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1.4 TEMPORARY LIGHTING AND POWER

A. Provide general and task lighting for construction activity as required for adequate illumination. Provide 5 foot candles minimum for general illumination. Protect lamps with wire guards or tempered glass enclosures. Provide exterior type fixtures where exposed to weather or moisture.

B. Provide general purpose outlets and special outlets for construction activities. Provide circuits of proper sizes and ratings for each use required. Install wiring where least exposed to damage. Provide rigid steel conduit to protect wiring on grade, floors or decks.

C. Provide 20 amp, 4-gang receptacle outlets, equipped with ground fault circuit interrupters, reset button and pilot light, spaced so that a 100 foot extension cord can reach each area of work.

D. Provide warning signs at outlets that are other than 20 amp, 120 volt.

1.5 COORDINATION

A. The contractor is cautioned to examine all drawings and specifications relating to other trades of work, and he shall make proper provisions to review all other work.

B. The architectural, structural and civil plans and specifications, including the General Conditions and all supplements issued thereto, information to bidders, and other pertinent documents issued by the Engineer, are a part of these specifications and the accompanying electrical plans, and shall be complied with in every respect. All of the above is included herewith, and shall be examined by all bidders. Failure to comply shall not relieve the contractor of responsibility or be used as a basis for additional compensation due to omission of architectural, structural or civil details from the electrical drawings.

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PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS

A. All materials and equipment used in carrying out these specifications to be American made unless approved otherwise by the Engineer and to be new and have UL listing, or listing by other recognized testing laboratory when such listings are available. Specifications and drawings indicate name, type, or catalog numbers of materials and equipment to be used as standards. Proposals shall be based on these standards. Contractor may use materials and equipment equivalent to those specified, subject to Engineer approval.

B. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.

C. Support all products by service organizations with spare parts inventory and personnel located reasonably close to the site.

D. Where multiple units of the same type or class are required, provide all units of the same manufacturer.

2.2 PRODUCT HANDLING

A. Store products in their original containers and shelter in a suitable environment.

B. Make products readily available for inspections and inventory.

2.3 SUBSTITUTIONS

A. For products specified by generic reference, select any product meeting such standard.

B. For products specified by naming one or more products or manufacturers, select any named. Submit request in writing for substitution of any manufacturer not specifically named and obtain approval at least 5 days prior to bidding.

C. Provide all information required to support claim of equality of product proposed for substitution. Substitutions will be considered only if equivalent in quality, efficiency, performance, size, weight, reliability, appearance and ease of maintenance to specified product.

D. Where approved substitutions alter the design, space requirements, electrical requirements, connections, cooling loads, etc. include all work necessary to provide a complete installation of quality equal to or better than that obtained with product or manufacturer specified.

2.4 SLEEVES FOR RACEWAYS AND CABLES

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

2.5 SLEEVE SEALS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
2. Pressure Plates: Plastic. Include two for each sealing element.
3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.6 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

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PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

E. Cut sleeves to length for mounting flush with both surfaces of walls.

F. Extend sleeves installed in floors 2 inches above finished floor level.

G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.

H. Seal space outside of sleeves with grout for penetrations of concrete and masonry

1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.

I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.

J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials.

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K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

A. Install to seal exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

3.5 MANUFACTURER'S DIRECTIONS

A. Handle, install, connect, test and operate all products and systems in accordance with manufacturer's recommendations. In case of conflicting requirements between manufacturer's directions and contract documents, obtain instructions before proceeding with work.

3.6 INSPECTIONS

A. Arrange with administrative authority for inspections of all work and obtain approval prior to concealing or proceeding. Give adequate notice before concealing any work for inspections by Owner's representatives.

3.7 CLEANING

A. Keep premises free and clean of dirt, debris, etc. Upon completion of work clean and polish all fixtures, equipment, etc.

3.8 WORKMANSHIP

A. No person shall perform electrical work without possessing a Master or Journeyman License from the state electrical examiner's board. All electrical work and apprentices shall be supervised by a Master or Journeyman electrician.

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B. Carefully perform all cutting, drilling, digging, etc. and patch or refinish disturbed area to the condition of adjoining or similar surfaces. Do not cut any structural members.

C. Conceal conduit in chases, furrings, or above ceilings unless otherwise noted. Flush mount equipment in finished walls wherever possible.

3.9 FLAME AND SMOKE CONSIDERATIONS

A. In enclosures or plenums used for transporting environmental air, use only products conforming to NFPA and UL classifications not exceeding 25 for flame spread and 50 for smoke developed ratings, or install in conduit. This requirement applies to all materials.

B. Completely seal all penetrations through fire and/or smoke rated walls, ceilings, floors or other barriers with UL listed material to preserve the rating of the barrier.

3.10 COORDINATION

A. Coordinate the electrical work with the work of all other trades. Piping or equipment requiring slope or specific mounting height will have right of way over conduit and other products whose elevation can be changed.

3.11 EQUIPMENT CONNECTIONS

A. Make all required electrical connections to each item of equipment shown or specified including equipment furnished by Owner, and make operational.

3.12 PROTECTION REQUIREMENTS

A. Locate existing utility lines and identify and protect during excavation and installation.

B. Protect all work including building finishes against damage due to dirt, water, chemicals, handling, theft, etc. Close all openings in conduit and equipment during installation.

C. Provide warning devices around all exposed “live” parts or high temperature surfaces.

3.13 PAINTING

A. Paint conduit, equipment, etc. exposed in finished areas to match adjacent surfaces. Touch up scratches in factory finished surfaces with a paint to match.

B. All exposed exterior conduit and equipment shall be painted for a uniform appearance. If exposed through grilles or other openings, paint conduit flat black.

C. Paint plywood backboards used for mounting equipment.

3.14 TESTING AND ADJUSTING

A. Test the completed electrical system and prove free of short circuits, poor connections, and improper grounding. Test all systems to assure safe operation.

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B. Verify proper taps on motors and transformers for rated performance.

3.15 POST CONSTRUCTION SUBMITTALS

A. Submit project record documents indicating all changes to contract documents made during construction.

B. Submit certificates of final inspection from administrative authority or manufacturer.

C. Deliver all special tools and spare parts necessary for proper operation and maintenance and as called for in other electrical sections.

D. Submit operations and maintenance (O&M) manuals covering all phases of equipment and systems provided. Include complete spare parts data and copy of manufacturing data sheets and shop drawings required in pre-construction submittals.

E. Submit extended warranties required in excess of one year.

F. Assemble all closeout documents for electrical system in 3-ring binders with divider tabs labeled and properly indexed. Submit the number of sets as required by the Architect.

3.16 INSTRUCTIONS TO OWNER

A. Provide competent instruction to the Owner's personnel covering operation and maintenance of all electrical systems. Provide specialized instruction by manufacturer's technical representative when required.

3.17 USE OF EQUIPMENT

A. The contractor shall not use the permanent electrical system for construction activity except by special permission. If permitted, the contractor's use of any equipment shall not reduce the warranty time specified for any equipment.

3.18 GENERAL WARRANTY

A. Warrant the electrical installation against defects for a period of one year from the date of substantial completion in accordance with Architect's specifications. Provide all labor, replacement parts, services, transportation and incidental costs necessary for proper operation of electrical systems during the warranty period. Make good any damage to the building or grounds or other equipment resulting from defects in products and/or workmanship during the warranty period.

END OF SECTION 260500

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SECTION 260519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Metal-clad cable, Type MC, rated 600 V or less is not allowed except for 6-foot whips to light fixtures.
3. Connectors, splices, and terminations rated 600 V and less.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with **ASTM B 8** for stranded conductors.

D. Conductor Insulation:

1. Type NM: Comply with UL 83 and UL 719.
2. **Type THHN and Type THWN-2**: Comply with UL 83.
3. **Type THW and Type THW-2**: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
4. Type XHHW-2: Comply with UL 44.

2.2 METAL-CLAD CABLE, TYPE MC

A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.

B. Limited to 6-foot lengths at final connection to light fixtures.

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2.3 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Feeders: Copper for feeders No. 4 AWG and larger. Retain one of two "Branch Circuits" paragraphs below.

C. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

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3.3 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Wiring at Outlets: Install conductor at each outlet, with at least **6 inches** of slack.

3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.5 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

END OF SECTION 260519

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SECTION 260526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.3 QUALITY ASSURANCE

A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

A. Insulated Conductors: **Copper** wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

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C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless **compression**-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

F. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.

G. Conduit Hubs: Mechanical type, terminal with threaded hub.

H. Ground Rod Clamps: Mechanical type, copper or copper alloy.

I. Water Pipe Clamps:

1. Mechanical type, two pieces with **zinc-plated or stainless-steel** bolts.
   a. Listed for direct burial.

2. U-bolt type with malleable-iron clamp and **copper ground connector rated for direct burial**.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; **3/4 inch by 10 feet**.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for **No. 8** AWG and smaller, and stranded conductors for **No. 6** AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare copper conductor, **No. 2/0** AWG minimum.

1. Bury at least 24 inches below grade.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

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3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

3.4 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

A. Comply with IEEE C2 grounding requirements.

B. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

3.5 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.
7. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

E. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.6 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

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B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

E. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.7 FIELD QUALITY CONTROL

A. Tests and Inspections:
1. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

END OF SECTION 260526

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SECTION 260533

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes and enclosures.

B. Related Requirements:

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:
1. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. GRC: Comply with ANSI C80.1 and UL 6.
3. IMC: Comply with ANSI C80.6 and UL 1242.
4. PVC-Coated Steel Conduit.

a. Comply with NEMA RN 1.
b. Coating Thickness: 0.040 inch, minimum.

5. EMT: Comply with ANSI C80.3 and UL 797.
6. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Fittings for EMT:

a. Material: **Steel**.
b. Type: **Setscrew or compression**.

4. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

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5. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1. ENT: Comply with NEMA TC 13 and UL 1653.
2. LFNC: Comply with UL 1660.

C. Nonmetallic Fittings:
1. Fittings, General: Listed and labeled for type of conduit, location, and use.
2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
3. Fittings for LFNC: Comply with UL 514B.
4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Description: Sheet metal, complying with UL 870 and NEMA 250, **Type 1** unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.4 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

A. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.

C. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.

D. Solvents and Adhesives: As recommended by conduit manufacturer.

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2.5 BOXES, ENCLOSURES, AND CABINETS

A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

C. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

D. Metal Floor Boxes:

1. Material: **Cast metal**.
2. Type: **Fully adjustable**.
3. Shape: Rectangular.
4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Nonmetallic Floor Boxes: Nonadjustable, **round or rectangular**.

1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.

G. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb.

1. Listing and labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

H. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

I. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

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PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: **GRC** or **RNC, Type EPC-40-PVC**.
2. Concealed Conduit, Aboveground: **GRC, IMC**, or **RNC, Type EPC-40-PVC**.
3. Underground Conduit: RNC, **Type EPC-40-PVC**.
4. Boxes and Enclosures, Aboveground: NEMA 250, **Type 3R**.

B. Indoors: Apply raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: **EMT**.

2. Exposed, Not Subject to Severe Physical Damage: **EMT**.
3. Exposed and Subject to Severe Physical Damage: **GRC**. Raceway locations include the following:

    a. Loading dock.
    b. Mechanical rooms.
    c. Gymnasiums.

4. Concealed in Ceilings and Interior Walls and Partitions: **EMT**.
5. Damp or Wet Locations: **GRC**.

C. Minimum Raceway Size: **3/4-inch** trade size.

D. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

E. Install surface raceways only where indicated on Drawings.

3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. Do not fasten conduits onto the bottom side of a metal deck roof.

C. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

D. Arrange stub-ups so curved portions of bends are not visible above finished slab.

E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.

F. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

H. Support conduit within 12 inches of enclosures to which attached.

I. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Arrange raceways to keep a minimum of **2 inches** of concrete cover in all directions.

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4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.

J. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

L. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

M. Locate boxes so that cover or plate will not span different building finishes.

N. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

O. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

P. Set metal floor boxes level and flush with finished floor surface.

Q. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

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3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit.
2. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.

3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.5 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.6 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

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SECTION 262416

PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Distribution panelboards.
2. Lighting and appliance branch-circuit panelboards.

1.2 DEFINITIONS

A. MCCB: Molded-case circuit breaker.

B. SPD: Surge protective device.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.
2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.

1.4 INFORMATIONAL SUBMITTALS

A. Panelboard schedules for installation in panelboards.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.6 FIELD CONDITIONS

A. Service Conditions: NEMA PB 1, usual service conditions.

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1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: **18** months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANELBOARDS COMMON REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NEMA PB 1.

C. Comply with NFPA 70.

D. Enclosures: **Flush and Surface**-mounted, dead-front cabinets.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, **Type 1**.
b. Outdoor Locations: NEMA 250, **Type 3R**.
c. Other Wet or Damp Indoor Locations: NEMA 250, **Type 4**.

2. Height: 84 inches maximum.
3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.

E. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.

F. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 POWER PANELBOARDS

A. Panelboards: NEMA PB 1, distribution type.

B. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than **36 inches** high, provide two latches, keyed alike.

C. Mains: **Circuit breaker or Lugs only, see drawings**.

D. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller.

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2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

B. Mains: **Circuit breaker or lugs only**.

C. Branch Overcurrent Protective Devices: **Bolt-on** circuit breakers, replaceable without disturbing adjacent units.

D. Contactors in Main Bus: NEMA ICS 2, Class A, **mechanically** held, general-purpose controller, with same short-circuit interrupting rating as panelboard.

1. External Control-Power Source: **120-V branch circuit**.

E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

F. Column-Type Panelboards: Single row of overcurrent devices with narrow gutter extension and overhead junction box equipped with ground and neutral terminal buses.

2.4 IDENTIFICATION

A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

C. Circuit Directory: Directory card inside panelboard door, mounted in **transparent card holder**.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install panelboards and accessories according to **NECA 407**.

C. Mount top of trim **90 inches** above finished floor unless otherwise indicated.

D. Mount panelboard cabinet plumb and rigid without distortion of box.

E. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

F. Install overcurrent protective devices and controllers not already factory installed.

G. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

H. Install filler plates in unused spaces.

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I. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch empty conduits into raised floor space or below slab not on grade.

J. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.2 IDENTIFICATION

A. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

B. Panelboard Nameplates: Label each panelboard with a nameplate.

END OF SECTION 262416

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SECTION 262726

WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard-grade receptacles, 125 V, **20** A.
2. GFCI receptacles, 125 V, 20 A.
3. Toggle switches, 120/277 V, **20** A.
4. Decorator-style devices, **20** A.
5. Occupancy sensors.
6. Wall-box dimmers.
7. Wall plates.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Comply with NFPA 70.

C. RoHS compliant.

D. Comply with NEMA WD 1.

E. Device Color:

1. Wiring Devices Connected to Normal Power System: **White** unless otherwise indicated or required by NFPA 70 or device listing.

F. Wall Plate Color: For plastic covers, match device color.

G. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

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2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A

A. Duplex Receptacles, 125 V, 20 A:
   1. Description: Two pole, three wire, and self-grounding.
   2. Configuration: NEMA WD 6, Configuration 5-20R.
   3. Standards: Comply with UL 498 and FS W-C-596.

B. Tamper-Resistant Duplex Receptacles, 125 V, 20 A:
   1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle.
   2. Configuration: NEMA WD 6, Configuration 5-20R.
   3. Standards: Comply with UL 498 and FS W-C-596.

C. Weather-Resistant Duplex Receptacle, 125 V, 20 A:
   1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.
   2. Configuration: NEMA WD 6, Configuration 5-20R.
   3. Standards: Comply with UL 498.

2.3 GFCI RECEPTACLES, 125 V, 20 A

A. Duplex GFCI Receptacles, 125 V, 20 A:
   1. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding.
   2. Configuration: NEMA WD 6, Configuration 5-20R.
   3. Type: **Feed** through.
   4. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.

2.4 TOGGLE SWITCHES, 120/277 V, 20 A

A. Single-Pole Switches, 120/277 V, 20 A:
   1. Standards: Comply with UL 20 and FS W-S-896.

B. Two-Pole Switches, 120/277 V, 20 A:
   1. Comply with UL 20 and FS W-S-896.

C. Three-Way Switches, 120/277 V, 20 A:
   1. Comply with UL 20 and FS W-S-896.

D. Four-Way Switches, 120/277 V, 20 A:
   1. Standards: Comply with UL 20 and FS W-S-896.

E. Lighted Single-Pole Switches, 120/277 V, 20 A:
   1. Description: Handle illuminated when switch is **off**.
   2. Standards: Comply with NEMA WD 1, UL 20, and FS W-S-896.

2.5 DECORATOR-STYLE DEVICES, 20 A

A. Decorator Duplex Receptacles, 125 V, 20 A:
   1. Description: Two pole, three wire, and self-grounding. Square face.
   2. Configuration: NEMA WD 6, Configuration 5-20R.

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3. Standards: Comply with UL 498.

B. Decorator Single-Pole Switches, 120/277 V, 20 A:
1. Comply with UL 20.

2.6 OCCUPANCY SENSORS

A. Wall Switch Sensor Light Switch, Dual Technology:
1. Description: Switchbox-mounted, combination lighting-control sensor and conventional switch lighting-control unit using dual (ultrasonic and passive infrared) technology.
2. Standards: Comply with UL 20.
3. Adjustable time delay of **20** minutes.
4. Able to be locked to **Manual**-On mode.
5. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc.

2.7 DIMMERS

A. Wall-Box Dimmers:
1. Description: Modular, full-wave, solid-state dimmer switch with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.
2. LED Lamp Dimmer Switches: Modular; compatible with LED lamps; trim potentiometer to adjust low-end dimming; capable of consistent dimming with low end not greater than 20 percent of full brightness.

2.8 WALL PLATES

A. Single Source: Obtain wall plates from same manufacturer of wiring devices.

B. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
2. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
3. Install wiring devices after all wall preparation, including painting, is complete.

C. Device Installation:

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1. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
2. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

D. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles **up**.

E. Dimmers:

1. Install dimmers within terms of their listing.
2. Verify that dimmers used for fan-speed control are listed for that application.

F. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

END OF SECTION 262726

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SECTION 265119

LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Refer to drawings for exact fixture types.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. Provide luminaires from a single manufacturer for each luminaire type.

B. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.5 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

B. Warranty Period: **Five** year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Ambient Temperature: **41 to 104 deg F**.

B. Altitude: Sea level to **1000 feet**.

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2.2 LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp characteristics:

a. "USE ONLY" and include specific lamp type.
b. Lamp diameter, shape, size, wattage, and coating.
c. CCT and CRI.

C. Recessed luminaires shall comply with NEMA LE 4.

2.3 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Steel:

1. ASTM A 36/A 36M for carbon structural steel.
2. ASTM A 568/A 568M for sheet steel.

C. Stainless Steel:

1. 1. Manufacturer's standard grade.
2. 2. Manufacturer's standard type, ASTM A 240/240 M.

D. Galvanized Steel: ASTM A 653/A 653M.

E. Aluminum: ASTM B 209.

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2.4 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

C. Install lamps in each luminaire.

D. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Provide support for luminaire without causing deflection of ceiling or wall.
4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

END OF SECTION 265119

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SECTION 284621

ADDRESSABLE FIRE-ALARM SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fire-alarm control unit.
2. Manual fire-alarm boxes.
3. System smoke detectors.
4. Heat detectors.
5. Notification appliances.
6. Magnetic door holders.
7. Addressable interface device.

1.2 ACTION SUBMITTALS

A. General Submittal Requirements:

1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Architect.
2. Shop Drawings shall be prepared by persons with the following qualifications:

a. Trained and certified by manufacturer in fire-alarm system design.
b. NICET-certified, fire-alarm technician, **Level III** minimum.
c. Licensed or certified by authorities having jurisdiction.

B. Product Data: For each type of product, including furnished options and accessories.

C. Shop Drawings: For fire-alarm system.

1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
2. Include plans, elevations, sections, details, and attachments to other work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
5. Include voltage drop calculations for notification-appliance circuits.
6. Include battery-size calculations.
7. Include input/output matrix.
8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
9. Include performance parameters and installation details for each detector.
10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.

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11. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.

    a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
    b. Show field wiring required for HVAC unit shutdown on alarm.
    c. Locate detectors according to manufacturer's written recommendations.

12. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.

1. Include the following:

    a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
    b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
    c. Complete wiring diagrams showing connections between all devices and equipment.
    d. Riser diagram.
    e. Record copy of site-specific software.
    f. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:

        1) Equipment tested.
        2) Frequency of testing of installed components.
        3) Frequency of inspection of installed components.
        4) Requirements and recommendations related to results of maintenance.
        5) Manufacturer's user training manuals.

    g. Manufacturer's required maintenance related to system warranty requirements.
    h. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On magnetic media or compact disk, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project.

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1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship within specified warranty period.

1. Warranty Extent: All equipment and components not covered in the Maintenance Service Agreement.
2. Warranty Period: **Five** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Noncoded, **UL-certified, FM Global-placarded** addressable system, with multiplexed signal transmission and horn/strobe evacuation.

B. Automatic sensitivity control of certain smoke detectors.

C. All components provided shall be listed for use with the selected system.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

A. Fire-alarm signal initiation shall be by one or more of the following devices:

1. Manual stations.
2. Heat detectors.
3. Smoke detectors.
4. Duct smoke detectors.
5. Automatic sprinkler system water flow.

B. Fire-alarm signal shall initiate the following actions:

1. Continuously operate alarm notification appliances.
2. Identify alarm and specific initiating device at fire-alarm control unit.
3. Transmit an alarm signal to the remote alarm receiving station.
4. Unlock electric door locks in designated egress paths.
5. Release doors held open by magnetic door holders.
6. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
7. Record events in the system memory.

C. Supervisory signal initiation shall be by one or more of the following devices and actions:

1. Valve supervisory switch.
2. Loss of communication with any panel on the network.

D. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.

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2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of communication with any addressable sensor, input module, relay, control module, or remote annunciator.
4. Loss of primary power at fire-alarm control unit.
5. Ground or a single break in internal circuits of fire-alarm control unit.
6. Abnormal ac voltage at fire-alarm control unit.
7. Break in standby battery circuitry.
8. Failure of battery charging.
9. Abnormal position of any switch at fire-alarm control unit or annunciator.

E. System Supervisory Signal Actions:

1. Initiate notification appliances.
2. Identify specific device initiating the event at fire-alarm control unit **and remote annunciators**.
3. After a time delay of **200 seconds**, transmit a trouble or supervisory signal to the remote alarm receiving station.

2.3 FIRE-ALARM CONTROL UNIT

A. General Requirements for Fire-Alarm Control Unit:

1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
2. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be listed for releasing service.

B. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

1. Annunciator and Display: Liquid-crystal type, **80** characters, minimum.
2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.

C. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:

1. Pathway Class Designations: NFPA 72, **Class B**.
2. Pathway Survivability: **Level 0**.

D. Notification-Appliance Circuit:

1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
2. Where notification appliances provide signals to sleeping areas, the alarm signal shall be a 520-Hz square wave with an intensity 15 dB above the average ambient sound level or 5 dB above the maximum sound level, or at least 75 dBA, whichever is greater, measured at the pillow.
3. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.

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E. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, **supervisory signals and digital alarm communicator transmitters** shall be powered by 24-V dc source.

1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.

F. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.

2.4 MANUAL FIRE-ALARM BOXES

A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38.

1. Single-action mechanism, **breaking-glass or plastic-rod or pull-lever** type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
2. Station Reset: Key- or wrench-operated switch.

2.5 SYSTEM SMOKE DETECTORS

A. General Requirements for System Smoke Detectors:

1. Comply with UL 268; operating at 24-V dc, nominal.
2. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
3. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
4. Integral Visual-Indicating Light: LED type, indicating detector has operated[**and power-on status**].

B. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

    a. Primary status.
    b. Device type.
    c. Present average value.
    d. Present sensitivity selected.
    e. Sensor range (normal, dirty, etc.).

3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL listed for use with the supplied detector for smoke detection in HVAC system ducts.
4. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.

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2.6 HEAT DETECTORS

A. General Requirements for Heat Detectors: Comply with UL 521.

1. Temperature sensors shall test for and communicate the sensitivity range of the device.

B. Heat Detector, Combination Type: Actuated by either a fixed temperature or a rate of rise.

1. Mounting: **Adapter plate for outlet box mounting**.
2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

C. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature.

1. Mounting: **Adapter plate for outlet box mounting**.
2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.7 NOTIFICATION APPLIANCES

A. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.

1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.

B. Chimes: Vibrating type.

C. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464.

D. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- high letters on the lens.

1. Mounting: Wall mounted unless otherwise indicated.
2. Flashing shall be in a temporal pattern, synchronized with other units.
3. Strobe Leads: Factory connected to screw terminals.
4. Mounting Faceplate: Factory finished, [**red**] [**white**].

2.8 MAGNETIC DOOR HOLDERS

A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching doorplate.

1. Electromagnets: Require no more than 3 W to develop 25-lbf holding force.
2. Wall-Mounted Units: Flush mounted unless otherwise indicated.
3. Rating: 24-V ac or dc.

B. Material and Finish: Match door hardware.

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2.9 ADDRESSABLE INTERFACE DEVICE

A. General:

1. Include address-setting means on the module.
2. Store an internal identifying code for control panel use to identify the module type.
3. Listed for controlling HVAC fan motor controllers.

B. Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts.

C. Control Module:

1. Operate notification devices.
2. Operate solenoids for use in sprinkler service.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."

B. Install wall-mounted equipment, with tops of cabinets not more than 78 inches above the finished floor.

C. Manual Fire-Alarm Boxes:

1. Install manual fire-alarm box in the normal path of egress within 60 inches of the exit doorway.
2. Mount manual fire-alarm box on a background of a contrasting color.
3. The operable part of manual fire-alarm box shall be between 42 inches and 48 inches above floor level. All devices shall be mounted at the same height unless otherwise indicated.

D. Smoke- or Heat-Detector Spacing: Comply with NFPA 72.

E. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct. Tubes more than 36 inches long shall be supported at both ends.

F. Single-Station Smoke Detectors: Where more than one smoke alarm is installed within a dwelling or suite, they shall be connected so that the operation of any smoke alarm causes the alarm in all smoke alarms to sound.

G. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.

H. Audible Alarm-Indicating Devices: Install not less than 6 inches below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.

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I. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches below the ceiling. Install all devices at the same height unless otherwise indicated.

J. Device Location-Indicating Lights: Locate in public space near the device they monitor.

3.2 PATHWAYS

A. Pathways above recessed ceilings and in nonaccessible locations may be routed exposed.

1. Exposed pathways located less than 96 inches above the floor shall be installed in EMT.

B. Pathways shall be installed in EMT.

C. Exposed EMT shall be painted red enamel.

3.3 CONNECTIONS

A. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.

1. Smoke dampers in air ducts of designated HVAC duct systems.
2. Magnetically held-open doors.
3. Supervisory connections at valve supervisory switches.
4. Supervisory connections at low-air-pressure switch of each dry-pipe sprinkler system.

3.4 IDENTIFICATION

A. Install framed instructions in a location visible from fire-alarm control unit.

3.5 GROUNDING

A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.

B. Ground shielded cables at the control panel location only. Insulate shield at device location.

3.6 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Visual Inspection: Conduct visual inspection prior to testing.

a. Inspection shall be based on completed record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter.
b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.

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2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
5. Test visible appliances for the public operating mode according to manufacturer's written instructions.
6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

B. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.

C. Fire-alarm system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.

F. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.7 SOFTWARE SERVICE AGREEMENT

A. Comply with UL 864.

B. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for **two** years.

C. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within **two** years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.

1. Upgrade Notice: At least **30** days to allow Owner to schedule access to system and to upgrade computer equipment if necessary.

3.8 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 284621

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SECTION 31 10 00

SITE CLEARING AND DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Protecting existing trees to remain.
2. Removing existing trees, shrubs, groundcovers, plants and grass.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Demolition and removal of buildings.
6. Removing above- and below-grade site improvements.
7. Disconnecting, capping or sealing, and abandoning site utilities in place or removing site utilities, as indicated.
8. Temporary erosion and sedimentation control measures.

B. Related Sections include the following:

1. Section 00 31 43 “Environmental Compliance.”
2. Section 31 20 00 "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

A. Demolish: Completely remove and legally disposed of on-site, as directed by the Owner.

B. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.

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C. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

D. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste designated by the Owner to be disposed of off-site becomes the property of the Contractor. Stripped topsoil and demolition waste designated by the Owner to be disposed of on-site shall remain the property of the Owner.

1. Contractor shall obtain approval from authorities having jurisdiction prior to any burning of any materials on-site.

2. Contractor shall comply with all local, state and federal guidelines for disposal of waste materials offsite. Contractor shall provide any information or documentation required by the Engineer for materials disposed of offsite.

B. Previously abandoned equipment, piping, appurtenances, historic items, relics, antiques, similar objects and other items of interest or value to the Owner that may be uncovered during demolition remain the property of the Owner.

1. Contractor shall carefully salvage in a manner to prevent damage and promptly return to Owner.

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1.5 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

B. Record drawings, according to Section "Contract Closeout," identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

C. Copies of all applicable federal, state and local permits.

D. Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals, property and existing structures during clearing and excavation activities. Indicate proposed locations and construction of barriers.

1. Adjacent Buildings/Structures: Detail special measures proposed to protect adjacent buildings to remain.

E. Schedule of Any Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work, with starting and ending dates for each activity.

2. Temporary interruption of utility services.

3. Shutoff and capping or rerouting of utility services.

1.6 QUALITY ASSURANCE

A. Preinstallation Conference: Conduct conference at Project site prior to initiating clearing activities.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI A10.6 and NFPA 241.

D. Pre-Demolition Conference: Conduct conference at Project site. Review methods and procedures related to building demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be demolished.

2. Review structural load limitations of existing structures.

3. Review and finalize demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review and finalize protection requirements.

5. Review procedures for noise control and dust control.

6. Review procedures for protection of adjacent buildings.

7. Review items to be salvaged and returned to Owner.

1.7 PROJECT CONDITIONS

A. Buildings/structures to be demolished will be vacated and their use discontinued before start of the Work.

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B. **Buildings/structures immediately adjacent to demolition areas will be in use. Conduct building/structure demolition to minimize disruptions.**

1. **Provide not less than 2 days' notice of activities that will affect operations of adjacent roadways.**

2. **Maintain access to existing walkways, exits, and other facilities.**

C. **Owner assumes no responsibility for buildings and structures to be demolished.**

1. **Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.**

D. **On-site storage or sale of items or materials designated by the Owner to be disposed of off-site is not permitted.**

E. **Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.**

1. **Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner, authorities having jurisdiction, and Engineer.**

2. **Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.**

F. **Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.**

G. **Utility Locator Service: Contractor shall engage a utility locator service for the Project area before site clearing.**

1. **All existing utilities shall be marked prior to surface disturbance.**

2. **The locations of existing underground utilities shown in the Drawings are approximate and based on the best information available and may not reflect all existing utilities in the Project area. The Contractor is responsible for coordinating with the utility companies for locating existing utilities prior to construction and for protection of services during construction.**

H. **Existing Utilities: Contractor shall protect existing utilities. Damage of the existing utilities shall be repaired by the Contractor at no cost to the Owner.**

I. **Do not commence site clearing operations until tree protection and temporary erosion and sedimentation control measures are in place.**

J. **Do not commence site clearing operations until all applicable federal, state and local permits have been acquired.**

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PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 03 12 00 "Earthwork."

1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly flag trees and vegetated areas to remain or to be relocated.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

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3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, waterways, and walkways, according to Section 00 31 43 "Environmental Compliance," the "Sediment Control Plan," in the Drawings and all applicable federal, state and local requirements.

B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 DUST CONTROL

A. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.4 TREE PROTECTION

A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.

3.5 UTILITIES

A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.

2. Cut off pipe or conduit a minimum of 24 inches below grade

3. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without Engineer's written permission.

C. Excavate for and remove underground utilities indicated to be removed.

3.6 CLEARING AND GRUBBING

A. Stockpile existing topsoils removed during clearing and grubbing on-site for reuse.

B. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.

2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.

3. Grub stumps and remove roots, obstructions, and debris extending to a depth of 18 inches (450 mm) below exposed subgrade.

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4. Use only hand methods for grubbing within tree protection zone.

5. Protect and trim existing trees to remain.

C. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.7 TOPSOIL STRIPPING

A. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

B. Stockpile topsoil materials where indicated on the Drawings, away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust. Comply with Division 1 requirements and as follows:

1. Limit height of topsoil stockpiles if required by any permit.

2. Do not stockpile topsoil within tree protection zones.

3. Dispose of excess topsoil as specified for waste material disposal.

3.8 DEMOLITION, GENERAL

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction. Work within limitations of governing regulations.

1. Above Grade: Proceed with demolition from top to bottom of existing structure. Complete building demolition operations above each floor before disturbing supporting members on the next lower level.

2. Below Grade: Demolish foundation wall and other below-grade construction that is within footprint of new construction and extending 10 feet outside footprint indicated for new construction.

a. Where new construction does not exist above demolition efforts, structure shall be demolished to a depth of 4 feet below final grade.

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3. Contractor shall finish grade all disturbed areas according to the "Site Grading Plan."

4. Contractor shall be responsible for all temporary retaining structures necessary for containment of extents of excavation necessary for demolition activities.

5. Owner shall not be responsible for damage to other structures as a result of demolition efforts.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.9 SITE RESTORATION

A. Below-Grade Areas:

1. Rough grade below-grade areas ready for further excavation or new construction.

2. Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials, recycled pulverized concrete, or recycled pulverized masonry according to backfill requirements in Section 03 12 00 “Earthwork.”

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

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3.10 REPAIRS

A. Promptly repair damage to adjacent buildings/structures caused by demolition operations.

3.11 DISPOSAL

A. Disposal: Remove and dispose of offsite all surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris as determined by Owner.

B. Disposal shall comply with all applicable federal, state and local requirements.

END OF SECTION

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SECTION 31 20 00

EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, Technical Reports, and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for foundations, slabs-on-grade, walks, pavements and lawns.
2. Excavating and backfilling for structures.
3. Subbase course for pavements.
4. Subsurface drainage course for pavements and storm water infiltration systems.
5. Excavating and backfilling for utility trenches.
6. Permanent soil stabilization materials.

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1.3 DEFINITIONS

A. Backfill: Soil material, crushed stone aggregate material, lean concrete, or controlled low-strength material used to fill an excavation.

B. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.

C. Final Backfill: Backfill placed over initial backfill to fill a trench.

D. Pipe Bedding Material: Course placed over the excavated subgrade in a trench before laying pipe.

E. Borrow Soil: Soil imported from off-site for use as fill or backfill as approved by Engineer.

F. Drainage Backfill: Graded coarse aggregate material used to allow free flow of groundwater.

G. Aggregate Drainage Course: Continuous layer of drainage backfill used to allow free flow of groundwater under a structure.

H. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

I. Fill: Soil or rock materials used to raise existing grades.

J. Rock: Naturally occurring mineral materials, igneous, metamorphic and sedimentary material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1/2 cu. yd. that cannot be excavated without systematic drilling, ram hammering, or blasting, when permitted.

K. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks and similar, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

L. Subbase Course: Course placed between the subgrade and pavements, sidewalks, concrete slabs on grade, or footings.

M. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase or topsoil materials.

N. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

O. AHTD Standard Specifications: "Standard Specifications for Highway Construction, published by the Arkansas State Highway and Transportation Department.

1. Edition of 2003.

2. Edition of 1996.

P. Blasting: Material-removal procedure utilizing explosive charges. Not allowed unless otherwise approved by Engineer, Owner, and local authority having jurisdiction.

Q. Permanent Erosion Control Matting: Machine woven blanket used to provide erosion resistance while supporting growth and development of vegetation and ultimately biodegrade.

R. Permanent Erosion Control Wattle: Machine knotted cylindrical log of natural materials used to provide permanent protection of slope edges or

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waterways while supporting growth and development of adjacent vegetation and ultimately biodegrade.

S. Permanent Erosion Control Block: Machine woven blanket surrounding a dense coir of natural materials used to provide permanent soil lift, or stream channel check dam while supporting growth and development of adjacent vegetation and ultimately biodegrade.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Geotextile.

2. Controlled low-strength material, including design mixture.

3. Permanent erosion control materials.

B. Samples: 12-by-12-inch (300-by-300-mm) Sample of subdrainage and separation geotextile.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.

2. Laboratory compaction curve according to ASTM D 698 for each on-site and borrow soil material.

3. Gradation for each crushed stone material proposed for fill and backfill.

4. Laboratory compaction curve according to ASTM D-1557 for aggregate and crushed stone material proposed for fill and backfill.

5. California Bearing Ratio (CBR) test results for subgrade materials.

D. Dewatering Plan: Plans showing location and controls for site excavation and stormwater dewatering systems. Contractor shall submit dewatering plan for review by Engineer in accordance with requirements of Specification Section 31 23 19 Dewatering.

E. Blasting Plan: If blasting is approved in writing. For record purposes; approved by authorities having jurisdiction, Owner and Engineer.

F. Seismic Survey Report: For record purposes; from seismic survey agency.

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G. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

H. Qualification Data: For testing agency.

1.5 QUALITY ASSURANCE

A. Blasting: Comply with applicable requirements in NFPA 495, "Explosive Materials Code," and prepare a blasting plan reporting the following:

1. Types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.

2. Seismographic monitoring during blasting operations.

B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:

1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.

2. Seismographic monitoring during blasting operations.

C. Geotechnical Testing Agency Qualifications: The Owner shall provide an independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

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1.6 PROJECT CONDITIONS

A. The project site associated with this project is adjacent to an existing residential neighborhood. Contractor shall maintain access to any existing structures to remain.

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify Engineer not less than two days in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without Engineer's written permission.

3. Contact utility-locator service for area where Project is located before excavating.

C. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

D. Project Site Information:

1. Each prospective Bidder shall make its own interpretation of subsurface information issued to it and shall, at its own expense, make surveys and investigations as it may deem necessary to evaluate conditions which will affect performance of the work.

2. Reports used in preparation of Contract Documents:

a. In the preparation of the Contract Documents, the following reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work were used:

1) Geotechnical Report (02/02/2023 by MCE).

3. Contractor shall make additional test borings and conduct other exploratory operations necessary for earthwork at no additional expense to Owner.

4. Owner shall not be responsible for interpretation or conclusions drawn from this data.

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PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GM, GC, GW, GP, GP-GC, SP and SC which have a liquid limit less than 40, a plasticity limit less than 18, (although this requirement may be waived if the fill has a minimum of 65% retained on the No. 200 sieve) or a combination of these

groups. Local "hillside" cherty clay borrow with a liquid limit greater than 40 is acceptable, provided it is classified as GC and has less than 35 percent passing the No. 200 sieve and has a CBR value equal to or greater than eight (8), and is approved for the specific application by the qualified testing agency and the Engineer. The borrow material should be free of debris, waste, frozen materials, vegetation, and other deleterious material. It should be free of rock fragments larger than 3 inches (150 mm) and the upper 18 inches of the backfill or subbase course should have a maximum particle size of 3 inches.

C. Subbase Material:

1. Subbase material for foundations shall be Engineered Fill as defined in paragraph E below.

2. Subbase material for concrete floor slabs-on-grade shall be Granular Fill and Fine Graded Granular Material defined in paragraphs I and J below.

D. Aggregate Base Course: Class 7 or Class 8 aggregate base course (ABC) as specified by Section 303 of the AHTD Standard Specifications.

E. Engineered Fill: Borrow material as defined in Paragraph B above.

F. Drainage Backfill: Narrowly graded mixture of crushed limestone coarse-aggregate with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a 3/4-inch sieve. Alternatively, No. 57 stone (ASTM D448) may be used.

G. Aggregate Drainage Course: Material meeting the requirements for the previously mentioned drainage backfill.

H. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2 inch (34.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

I. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448; Size 10, with 100 percent passing a 3/8-inch (9.5-mm) sieve, 10 to 30 percent passing a No. 100 (0.15-mm) sieve, and at least 5 percent passing a No. 200 (0.075-mm) sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.

K. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

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L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.

2. Grab Tensile Strength: 157 lbf (700 N); ASTM D 4632.

3. Sewn Seam Strength: 142 lbf (630 N); ASTM D 4632.

4. Tear Strength: 56 lbf (250 N); ASTM D 4533.

5. Puncture Strength: 56 lbf (250 N); ASTM D 4833.

6. Apparent Opening Size: No. 70 (0.212-mm) sieve, maximum; ASTM D 4751.

7. Permittivity: 0.1 per second, minimum; ASTM D 4491.

8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

B. Filter Fabric Geotextile: Nonwoven needle-punched fabric, manufactured for subsurface drainage applications, made from polypropylene; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.

2. Grab Tensile Strength: 90 lbf (400 N); ASTM D 4632.

3. Tear Strength: 40 lbf (175 N); ASTM D 4533.

4. Puncture Strength: 55 lbf (240 N); ASTM D 4833.

5. Apparent Opening Size: No. 70 (0.212-mm) sieve, maximum; ASTM D 4751.

6. Permittivity: 2.1 per second, minimum; ASTM D 4491.

7. Flow Rate: 155 gal/min/ft^2 (6300 L/min/m^2); ASTM D 4491.

8. UV Stability: 70 percent after 500 hours' exposure; ASTM D 4355.

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C. Geogrid pavement subgrade reinforcement: Continuous reinforcement grid of individual punch polypropylene cords fused at knuckle joints with heat. Grid shall have cords oriented in three directions, at 60-degree angles from each other.

1. Rib pitch: 40mm longitudinal, 40mm diagonal

2. Mid-rid depth: 1.2mm diagonal, 1.2mm transverse

3. Mid-rid width: 1.1mm diagonal, 1.1mm transverse

4. Rib shape: rectangular

5. Aperture shape: triangular

6. Junction efficiency: 93% ultimate tensile strength, according to GRI-GG2-87 and GRI-GG1-87.

7. Aperture stability: 3.0kg-cm/deg@5.0kg-cm, according to US Army Corps of Engineers Methodology for measurement of Torsional Rigidity, Aperture stability Modulus ref 3.3.1.2000.

8. Radial stiffness at low strain: 225Kn/m@0.5% strain according to ASTM D6637-01.

9. Chemical degradation: 100% resistance according to EPA 9090.

10. Ultra-violet light and weathering: 100% resistance according to ASTM D4355-05.

2.3 CONTROLLED LOW-STRENGTH MATERIAL

A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material as follows:

1. Portland Cement: ASTM C 150, Type I or III.

2. Fly Ash: ASTM C 618, Class C.

3. Normal-Weight Aggregate: ASTM C 33, 3/8-inch (10-mm) nominal maximum aggregate size.

4. Water: ASTM C 94/C 94M.

5. Air-Entraining Admixture: ASTM C 260.

B. Produce conventional-weight, controlled low-strength material with 400-psi compressive strength when tested according to ASTM C 495.

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2.4 LEAN CONCRETE

A. Lean Concrete: Binder, secondary cementitious materials, aggregates and admixtures shall be as follows:

1. Portland Cement: ASTM C 150, Type I or III.

2. Fly Ash: ASTM C 618, Class C.

3. Normal-Weight Aggregate: ASTM C 33, 3/8-inch (10-mm) nominal maximum aggregate size.

4. Water: ASTM C 94/C 94M.

5. Air-Entraining Admixture: ASTM C 260.

B. Produce conventional-weight, lean concrete material with 2,500-psi compressive strength when tested according to ASTM C 39.

2.5 ACCESSORIES

A. Detectable Warning Tape (Refer to City of Fayetteville Standard Specs for design and Construction of Water Lines and Sewer Lines): Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 3 inches wide and 5.0 mils thick, solid colored with black lettering, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored and labeled as follows:

1. Red: Electric – "Caution - Buried Electric Line Below."

2. Orange: Telephone and other communications.

3. Blue: Potable water systems.

4. Green: Sewer systems.

B. Tracer Wire (Refer to City of Fayetteville Standard Specs for design and Construction of Water Lines and Sewer Lines): 12-gauge coated copper wire, specifically designed for use as an underground utility tracer wire.

2.6 PERMANENT SOIL STABILIZATION MATERIALS

A. Matting

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1. **Semi-permanent machine woven coconut bristle coir mat made from twisted coir twines, 100% biodegradable, with manufacturer rated field longevity of 4-6years minimum. Matting shall have open weave to allow for seeding over the installed mat. Matting shall conform to the following specifications.**

   a. **Weight – Minimum 29 oz/SY ASTMD 3776**

   b. **Tensile Strength**

      1) **Wet**

         a) **Machine Direction – Minimum 1776lbs/ft ASTMD 4595***

         b) **Cross Direction – Minimum 936lbs/ft***

      2) **Dry**

         a) **Machine Direction – Minimum 2024lbs/ft***

         b) **Cross Direction – Minimum 1160lbs/ft***

   c. **Elongation at failure wet**

      1) **Machine Direction – 52%***

      2) **Cross Direction – 24%***

   d. **Open area – Minimum 38% Calculated**

   e. **Thickness – Minimum 0.35 inch ASTMD 1777**

   f. **Recommended shear stress – 5lbs/SF**

   g. **Recommended flow – 16fps**

   h. **Recommended Slope – 1:1**

   i. **Minimum twine count/foot – 39x18**

2. **Recommend Products:**

   a. **BioD-Mat 90, as manufactured by Rolanka International, Inc. of Stockbride, GA.**

   b. **Or equal.**

B. Wattle

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1. **Densely packed coconut coir bristle in a cylindrical shaped knotted outer netting, 100% biodegradable, with manufacturer rated field longevity of the outer netting of minimum 2 years. The filler mattress coir fiber will not reduce in volume, but become a part of the soil with time. Wattle shall conform to the following specifications.**

    a. **Outer netting – 2" x 2" knotted, manufactured from minimum 90lbs strength machine spun bristle coir twines.**

    b. **Inner filling – 100% coconut fiber (mattress coir)**

    c. **Density – Minimum 9lbs/ft^3**

    d. **Unit Weight – Minimum 7lbs/ft**

    e. **Manufactured length – Minimum 10ft**

    f. **Manufactured diameter – Minimum 12"**

2. **Recommended Products:**

    a. **BioD-Roll 30H, as manufactured by Rolanka International, Inc. of Stockbridge, GA.**

    b. **Or equal.**

C. **Block**

1. **Densely pack coconut coir bristle in a rectangular shape with woven bristle coir fabric attached to the outer layer on three sides. 100% biodegradable. Both ends of the woven fabric are loose and allow for installation of the block. The filler mattress coir fiber shall not reduce in volume, but become a part of the soil with time. Block shall conform to the following specifications.**

    a. **Outer fabric – woven fabric from twisted bristle coir twines**

        1) **Machine Direction Dry Tensile Strength – Minimum 1740lbs/ft**

        2) **Cross Direction Dry Tensile Strength – Minimum 1176lbs/ft**

    b. **Inner filling – 100% coconut fiber (mattress coir)**

    c. **Unit Weight – 7.7lbs/ft**

    d. **Minimum Block Height – 16"**

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e. Minimum Block Thickness – 9”

f. Minimum Block Length – 10ft

g. Minimum Fabric Length Top – 48”

h. Minimum Fabric Length Bottom – 75”

i. Minimum Fabric Length at female end – 6”

2. Recommended Products:

a. BioD-Block 16-400, as manufactured by Rolanka International, Inc. of Stockbridge, GA.

b. Or equal.

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PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Preparation of subgrade for earthwork operations, including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface, is specified in Section 31 10 00 "Site Clearing and Demolition."

C. Protect and maintain erosion and sedimentation controls, which are specified in Section 00 31 43 "Environmental Compliance" during earthwork operations.

D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost where recommended by qualified testing agency during construction.

3.2 DEWATERING

A. Comply with requirements of Specification Section 31 23 19 “Dewatering”, approved Dewatering Plan, requirements of Specifications Section 00 31 43 “Environmental Compliance” and any other applicable Federal, State or local requirement.

B. **Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.**

C. **Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.**

1. **Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.**

2. **Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.**

3.3 EXPLOSIVES

A. **Explosives: <u>NOT ALLOWED</u> unless blasting has been approved by Owner, Engineer, and local authority having jurisdiction. Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.**

1. **Perform blasting without damaging adjacent structures, property, or site improvements.**

2. **Perform blasting without weakening the bearing capacity of rock subgrade and with the least-practicable disturbance to rock to remain.**

3. **Comply with all Federal, State and local regulations, laws and requirements.**

3.4 EXCAVATION, GENERAL

A. **Excavation shall comply with the requirements of OSHA Standard 29 CFR Part 1926 – Safety and Health Regulations for Construction.**

B. **Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.**

1. **If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.**

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2. Remove rock to lines and grades indicated to permit installation of permanent construction. Unless indicated or approved otherwise remove rock as follows:

a. 36 inches (900 mm) outside of concrete forms other than at footings.

b. 12 inches (300 mm) outside of concrete forms at footings.

c. 0 inches (0 mm) outside of drilled pier foundations.

d. 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.

e. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.

f. 6 inches (150 mm) beneath bottom of concrete slabs on grade.

g. 6 inches (150 mm) beneath storm drainage pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.

h. Undercut as specified or directed.

3.5 EXCAVATION AND FILL FOR STRUCTURES

A. General:

1. Contractor is reminded to comply with all Federal, State and local requirements and regulations, including, and not limited to, all OSHA requirements.

2. Excavation and fill for structures, as specified, shall be coordinated and integrated with the requirements for all adjacent and/or contiguous structures or features.

3. The term "as directed" shall mean as directed by the qualified testing agency or the Engineer.

4. Required insitu subgrade shall mean the minimum acceptable subgrade and shall be field verified by either: (1) the Engineer, or (2) the qualified testing agency, with concurrence of the Engineer.

5. Actual excavation depths, soils, suitability of subgrade, requirements for undercut and suitability of fill materials shall be determined by either: (1) the Engineer, or (2) the qualified testing agency with concurrence of the Engineer.

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6. **Excavation for structures and/or undercut shall be stepped with relatively level excavated surfaces. Sloped excavation for structures and/or undercut will not be permitted.**

7. **Contractor shall perform all excavation and fill as necessary to meet all requirements for construction of the project based upon actual site conditions at no additional costs to the Owner.**

8. **Where groundwater or other wet conditions prohibit proper placement of engineered fill, the Contractor may use a method of B stone and Class 7 ABC beneath the engineered fill, subject to review and approval by both the qualified testing agency and the Engineer.**

9. **Controlled low-strength material may be used for fill only where approved by either: (1) the Engineer, or (2) the qualified testing agency with concurrence of the Engineer.**

10. **Excavations for structures in materials other than rock shall extend horizontally, as indicated or directed by the Engineer, beyond the exterior structure or building line(s) in all directions. The excavation shall be to a depth that produces a suitable bearing material as determined by either: (1) the Engineer, or (2) the qualified testing agency with concurrence of the Engineer.**

    a. **All fill within this excavation beyond the structure shall be engineered fill compacted to the requirements of the contiguous structure unless the excavation and fill requirements of the adjacent structure, feature or pavement are more stringent.**

11. **Class 7 Aggregate base material or granular fill should not be used for foundation trench backfill. Foundation trench backfill material constructed beneath footing should consist of the same material (either suitable soils or flowable fill) for all foundations for more uniform support. The Contractor may substitute Class 7 ABC for engineered fill only where approved by either: (1) the Engineer, or (2) the qualified testing agency with concurrence of the Engineer.**

12. **Class 8 ABC shall be used for fill where indicated.**

13. **Minimum required undercut (excavation) shall be one (1) foot for structures and heavy duty pavements, unless directed otherwise. Additional undercut depth where noted or directed. Other undercut as directed.**

14. **Trenching for water and sewer pipe shall comply with Section 33 20 00 "Standard Specifications for Design and Construction of Water Lines and Sewer Lines."**

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15. Compaction of engineered fill for structures shall be 98% Standard Proctor Density (ASTM D-698).

16. Compaction of Class 7 ABC and Class 8 ABC for structures shall be 95% Modified Proctor Density (ASTM D-1557).

17. Insitu materials require scarification and recompaction if directed by the qualified testing agency or the Engineer.

18. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1-inch (25 mm).

3.6 EXCAVATION AND FILL FOR WALKS AND LIGHT-DUTY PAVEMENTS

A. Bearing: Walks and light duty pavements shall be founded on compacted subbase or engineered fill.

B. Excavate surfaces under areas to receive fill to indicated lines, cross sections, elevations and subgrades.

C. Proof-Roll: Proof-roll and/or probe as directed (as directed by the qualified testing agency or the Engineer). Undercut (excavate) any unsuitable areas or unsuitable materials as directed. If directed, repeat proof-roll and/or probe and undercut.

D. Fill/Backfill: Provide compacted engineered fill materials as specified to the elevations required.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches (300 mm) each side of pipe or conduit as indicated.

C. Trench Bottoms: Excavate trenches 6 inches (100 mm) deeper than bottom of pipe/conduit elevation to allow for bedding course. Hand excavate for bell of pipe/conduit.

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3.8 EXCAVATION FOR AREAS TO RECEIVE FILL

A. Excavate surfaces under areas to receive fill to indicated lines, cross sections, elevations and subgrades.

B. Excavate to suitable materials as determined by either: (1) the Engineer, or (2) the qualified testing agency, with concurrence of the Engineer.

3.9 SUBGRADE INSPECTION

A. Notify Engineer and qualified testing agency when excavations have reached required subgrade.

B. If either (1) Engineer or (2) qualified testing agency, with concurrence of the Engineer, determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below structures, pavements, and as directed, with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Proof-roll in the presence of the qualified testing agency and the Engineer.

2. Completely proof-roll subgrade. Limit vehicle speed to 3 mph.

3. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 25 tons (22.7 tonnes).

4. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by qualified testing agency, with concurrence of the Engineer, and replace with compacted backfill or fill, as directed.

D. When, in the judgment of the qualified testing agency, with concurrence of the Engineer, proof-rolling is not an acceptable method to examine subgrade, then the qualified testing agency may probe the excavation using a method standard to the qualified testing agency and approved by the Engineer.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, dryness or construction activities, as directed by qualified testing agency without additional compensation.

3.10 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom,

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without altering top elevation. Lean concrete fill may be used when approved by Engineer.

1. **Fill unauthorized excavations under other construction or utility pipe, as directed by Engineer.**

3.11 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. **Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.**

2. **Protect and maintain erosion and sedimentation controls, comply with Division 01 and Division 02 requirements.**

3.12 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. **Construction below finish grade including, where applicable, drainage backfill, subdrainage, dampproofing, waterproofing, and perimeter insulation.**

2. **Surveying locations of underground utilities for Record Documents.**

3. **Testing and inspecting underground utilities.**

4. **Removing concrete formwork.**

5. **Removing trash and debris.**

6. **Removing temporary shoring and bracing, and sheeting.**

7. **Installing permanent or temporary horizontal bracing on horizontally supported walls.**

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.13 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

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B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Concrete."

D. Place and compact initial backfill of subbase material or satisfactory soil, free of particles larger than 1-inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the utility pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

E. Controlled Low-Strength Material:

1. Where indicated or approved by Engineer, place initial backfill of controlled low-strength material to a height of 12 inches (300 mm) over the utility pipe or conduit.

2. Where indicated or approved by Engineer, place final backfill of controlled low-strength material to final subgrade elevation.

F. Backfill voids with satisfactory soil while installing and removing shoring and bracing.

G. Place and compact final backfill of satisfactory soil to final subgrade elevation.

H. Install tracer wire directly above and warning tape 18 inches above utilities.

I. Lean Concrete:

1. Where indicated or approved by Engineer, place initial backfill of controlled low-strength material to a height of 12 inches (300 mm) over the utility pipe or conduit.

2. Where indicated or approved by Engineer, place final backfill of controlled low-strength material to final subgrade elevation.

3.14 SOIL FILL

A. Soil fill shall be utilized to raise existing grades where indicated.

B. Place soil fill on subgrades free of mud, frost, snow, or ice.

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C. Bench sloped surfaces at structures so fill material will bond with existing material.

D. At locations other than structures, plow, scarify, bench or break up sloped surfaces steeper than one (1) vertical to four (4) horizontal so fill material will bond with existing material.

E. Place and compact fill material in layers to required elevations as specified, shown in the Drawings, or as follows:

1. Under grass and planted areas, use satisfactory soil material.

2. Under walks and pavements, use engineered fill and/or subbase, as indicated.

3. Under steps and ramps, use engineered fill and/or subbase, as indicated.

4. Under structures and building slabs, use engineered fill and/or subbase, as indicated.

5. Under footings and foundations separate from structure slabs and foundation slabs, use engineered fill, unless indicated otherwise.

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3.15 SOIL MOISTURE CONTROL

A. Where necessary and directed by the qualified testing agency, uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within three (3) percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by two (2) percent and is too wet to compact to specified dry unit weight.

3.16 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than nine (9) inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than seven (7) inches (178mm) in compacted depth. Place backfill and fill soil materials in layers not more than four (4) inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Hand-compaction equipment shall be used for compaction of utility trench backfill and within 5 feet of below-grade walls.

D. Compact soil materials to not less than the following percentages of maximum densities:

1. Under structures, building slabs, and building areas as indicated or directed, all non-aggregate fill, non-aggregate backfill and recompacted soils shall be compacted to at least 98 percent of the Standard Proctor (ASTM D-698) maximum dry density at a water content within three (3) percent of the optimum value.

2. Under pavements, walks, steps and ramps and retaining wall backfill areas, all non-aggregate fill, non-aggregate backfill and recompacted soils shall be compacted to at least 95 percent of the Standard Proctor (ASTM D-698) maximum dry density at a water content within three (3) percent of the optimum value.

3. Under berms contiguous to structural or building fill zones, retaining walls, or as indicated, all non-aggregate fill, non-aggregate backfill and recompacted soils shall be compacted to at least 95 percent of the Standard Proctor (ASTM D-698) maximum dry density at a water content within three (3) percent of the optimum value.

4. Under lawns and other unpaved areas not specified elsewhere, all fill, backfill and recompacted soils shall be compacted to at least 92 percent of the Standard Proctor (ASTM D-698) maximum dry density at a water content within three (3) percent of the optimum value.

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3.17 COMPACTION OF AGGREGATE BACKFILL AND AGGREGATE FILL

A. Place aggregate backfill and aggregate fill materials in layers not more than 6 inches (150 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place aggregate backfill and aggregate fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. All aggregate backfill and aggregate fill shall be AHTD Class 7 ABC or AHTD Class 8 ABC, or Owner Provided Aggregate Fill, as indicated.

D. Compact aggregate backfill and aggregate fill to not less than the following percentages of maximum densities:

1. Under structures, building slabs, pavements, retaining walls, and as indicated or directed, all aggregate fill and aggregate backfill shall be compacted to at least 98 percent of the Modified Proctor (ASTM D-1557) maximum dry density at a water content within two (2) percent of the optimum value.

2. Under sidewalks, all aggregate backfill and aggregate fill shall be compacted to at least 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density at a water content within two (2) percent of the optimum value.

3.18 CONSOLIDATION OF DRAINAGE BACKFILL

A. Place drainage backfill materials in layers not more than 6 inches (150 mm) in loose depth for material consolidated by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material consolidated by hand-operated tampers.

B. Place drainage backfill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. All drainage backfill shall be consolidated to a relative maximum dry density determined in the field by rolling and subsequent density measurements. Determination of target maximum density shall be by geotechnical engineer. Once target density is defined, all drainage backfill shall be consolidated to the same effort.

D. Hand-compaction equipment shall be used within 5 feet of below-grade walls.

3.19 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1-inch (25 mm).

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2. Walks: Plus or minus 1-inch (25 mm).

3. Pavements: Plus or minus 1/2-inch (13 mm).

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2-inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.20 SUBBASE COURSE

A. Place subbase course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course under pavements, walks, structures and slabs and where indicated, as follows:

1. Where indicated, install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.

2. Shape subbase course to required elevations and cross-slope grades.

3. Place subbase course 6 inches (150 mm) or less in compacted thickness in a single layer.

4. Place subbase course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.

5. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than the compaction requirements as follows:

a. Under structures and slabs and where indicated, compact to not less than 98 percent of the Modified Proctor (ASTM D-1557) maximum dry density.

b. Under aprons, compact to not less than 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density.

c. Under walks (includes steps and ramps) compact to not less than 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density.

C. Pavement Shoulders: Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders of satisfactory soil materials and compact simultaneously with each subbase layer to not less than 98 percent of the Modified Proctor maximum dry unit weight according to ASTM D-1557.

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3.21 PERMANENT SOIL STABILIZATION MATERIALS

A. Place materials on finished grades free of mud, frost, snow, or uce.

B. On prepared finished grades, place materials under topsoil.

C. Place materials starting at the top of slope working down, or the upstream end of flow areas working downstream.

1. Key in upper edge of materials into soil a minimum of 6" x 6" continuous. Anchor at intervals as recommended by the manufacturer.

a. Anchor with 2" x 2" square, 12" long wooden anchor stakes with nail or hook to catch material.

D. Place matting first, then wattles, then blocks.

E. Place materials continuous across flow lines, stagger joints and overlap as recommended by material manufacturer.

F. Matting

1. Remove loose rocks, roots and other obstructions. Apply soil amendments and seed mix as required, see Landscape Specifications.

2. Key in upper edge of material and unroll downstream laying matting loosely over the ground.

3. Push matting into soils to ensure good continuous matting to soil contact.

4. Construct matting a minimum of 2ft past top of bank or top of slope.

5. Anchor matting with minimum 8" long steel stakes, or minimum 12" long wooden stakes at spacing intervals as recommended by manufacturer for slope and application.

6. Place anchors in a staggered pattern

7. Overlap edges of adjacent mats a minimum of 12 inches. Anchor overlapping seam with a two rows of anchors spaced 6-inches apart.

8. Complete matting installation by burying the end of the mat in a key slot; minimum 6" x 6", anchor with 12" long wooden stakes.

G. Wattle

1. Construct wattles as continuous barriers at tops and toes of slopes.

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2. Construct wattles at each outlet or inlet and at 30ft intervals along concentrated flow areas.

a. Wattles in flow areas shall extent up side slopes to a point where flow must overtop wattle to pass it.

3. Construct wattle on top of erosion control matting, as shown.

4. Anchor wattles every 3ft with minimum 24" long wooden wedges with a nail on the top to secure wattle to the ground.

H. Block

1. Lay blocks on top of erosion control matting, as shown.

2. Anchor with minimum 8" long steel stakes or 12" long wooden stakes at spacing intervals as recommended by manufacturer.

3.22 FIELD QUALITY CONTROL

A. Testing Agency: The Owner shall provide a qualified independent Geotechnical Engineering testing agency to perform field quality-control testing. The qualified testing agency shall be acceptable to the Owner and Engineer. Further qualifications include:

1. The Geotechnical Engineer shall be licensed in the State of Arkansas.

B. Test results shall be reported in writing to Owner, Engineer and Contractor within 48 hours of testing.

C. Prior to beginning of construction and periodically during construction, any proposed fill or backfill material shall have soil classification, Proctors and California Bearing Ratio (CBR) testing completed to verify compliance with Part 2 – Products, of this Specification. Soil shall be classified in accordance with the AASHTO System (AASHTO M 145) and the Unified Soil Classification System (ASTM D 2487). CBR testing shall be in accordance with ASTM D 1883 and the subbase shall have a minimum CBR value of eight (8).

1. Soil classification, Proctor testing and CBR testing shall be at an interval to match any apparent change in materials or change in source, or as directed by the qualified testing agency or Engineer.

D. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

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E. **Footing Subgrade: At footing subgrades, at least one (1) test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by either: (1) the Engineer, or (2) the qualified testing agency with concurrence of the Engineer.**

F. **Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:**

1. **Structures and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one (1) test for every 2500 square feet (232 square meters) or less of structure area or building slab, but in no case fewer than three (3) tests.**

2. **Backfill Foundation Trench: where suitable soil fill is used to backfill foundation trench over-excavations, up to plan bottom of foundation elevation, the fill shall be tested each layer, at each column location and every 25 linear feet of continuous foundation trench.**

3. **Foundation Wall Backfill: At each compacted backfill layer, at least one (1) test for each 100 feet (30 m) or less of wall length, but no fewer than two (2) tests.**

4. **Pavement: At subgrade and at each compacted fill and backfill layer, at least one (1) test for each 10,000 square feet (929 square meter).**

5. **Other areas: At subgrade and at each compacted fill and backfill layer, at least one (1) test for every 2,000 sq. ft., but in no case fewer than two (2) tests.**

6. **Trench Backfill: At subgrade and at each compacted fill and backfill layer, at least one (1) test every 200 feet of trench or portion thereof, no fewer than two (2) tests with one (1) additional test at crossings under pavement.**

G. **When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.**

H. **Testing agency will perform additional testing on street, drive and parking area construction, as follows:**

1. **Subgrade:**

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a. One (1) liquid limit and one (1) plasticity index according to ASTM D 4318 for each 500 feet (153 m) of street, or portion thereof.

b. One (1) gradation and soil classification according to ASTM D 2487 for each 500 feet (153 m) of street or portion thereof.

c. One (1) CBR according to ASTM D 1883 for each 500 feet (153 m) of street or portion thereof.

2. Subbase Course:

a. The depth of the crushed stone base shall be within plus or minus 1/2-inch of the required depth. If the deficient depth is greater than 1/2-inch, the existing material represented by the test(s) will be ripped up, new added and recompacted to the proper density. If the average of all depth measurements is less than the required depth, the deficient depth will be added to the required depth of the binder or surface course or concrete pavement. Any depth in excess of plus 1/2-inch will not be used in computing the average depth.

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3.23 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by qualified testing agency or Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.24 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal:

1. **Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property. Disposal of materials shall be in compliance with the requirements of these Specifications and all applicable Local, State, and Federal regulations.**

2. **Remove surplus satisfactory soils not needed or desired by Owner or required for the completion of the project and legally dispose of it off Owner's property. Disposal of materials shall be in compliance with the requirements of these Specifications and all applicable Local, State, and Federal regulations.**

END OF SECTION

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DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes construction dewatering.

1.3 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.

1. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.

2. Prevent surface water from entering excavations by grading, dikes, or other means.

3. Accomplish dewatering without damaging existing buildings adjacent to excavation.

4. Remove dewatering system if no longer needed.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

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1.5 PROJECT CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

1. During dewatering, regularly re-survey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.

2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

3.2 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.

C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.

1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.

E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

1. Comply with Section 00 31 43 "Environmental Compliance Specifications."

F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.

1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.

G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

END OF SECTION

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SECTION 31 31 00

SOIL TREATMENT

PART 1 - GENERAL

1.1 SUMMARY: Soil treatment for termite control, complete.

1.2 SUBMITTALS: In compliance with Section 01 33 00, submit manufacturer's technical data, name of chemical, rates of application, and application instructions.

1.3 QUALITY ASSURANCE:

A. Complying with requirements of Arkansas State Plant Board, or other governing authority.

B. Engage a professional pest control operator, licensed in accordance with regulations of governing authorities for application of soil treatment solution.

1.4 PROJECT CONDITIONS: Do not apply soil treatment solution until excavating, filling and grading operations are completed. Do not apply soil treatment to frozen or excessively wet soils or during inclement weather. Comply with handling and application instructions of the soil toxicant manufacturer.

1.5 WARRANTY: Furnish 5 year warranty certifying that applied soil termiticide treatment will prevent infestation of subterranean termites and, that if subterranean termite activity is discovered during the warranty period, Contractor will re-treat the soil and repair or replace damage caused by termite infestation.

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PART 2 - PRODUCTS

2.1 MATERIALS: Use termiticide carrying an EPA registration number, and approved by Arkansas State Plant Board or other governing authority.

PART 3 - EXECUTION

3.1 APPLICATION:

A. Surface Preparation: Remove foreign matter which could decrease effectiveness of treatment on areas to be treated. Loosen, rake and level soil to be treated, except previously compacted areas under slabs and foundations.

B. Concentrations and Application Rates: Comply with label directions of termiticide, and with Arkansas State Plant Board or other governing authority specifications and recommendations for the following areas:

1. Under slab-on-grade, sidewalks, platforms, ramps, and paving within the border of roof line.

2. Floor drains and traps.

3. Below expansion joints, control joints, and to all electrical and plumbing conduits and pipes that penetrate the concrete slab.

4. Along both sides of foundation walls, around perimeter of concrete footings, beams, and piers that extend below grade.

C. Allow not less than 12 hours for drying after application before beginning construction activities.

D. Post signs in the areas of application warning workers that soil termiticide treatment has been applied. Remove signs when areas are covered by other construction.

E. Reapply soil treatment solution to areas disturbed by subsequent excavation, landscape grading, or other construction activities following application.

END OF SECTION

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SECTION 32 13 13

CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes exterior cement concrete pavement and concrete walkways as indicated on the Drawings.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

B. AHTD Standard Specification: "Standard Specifications for Highway Construction," Edition of 2014, published by the Arkansas State Highway and Transportation Department.

1.4 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Qualification Data: For manufacturer and testing agency.

D. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:

1. Cementitious materials.

2. Steel reinforcement and reinforcement accessories.

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3. Admixtures.

4. Curing compounds.

5. Joint fillers.

E. Field quality-control test reports.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548. The testing agency shall also be certified by the AHTD.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program. They should also be certified by the AHTD.

C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

1.6 PROJECT CONDITIONS

A. Maintain access for vehicular and pedestrian traffic as required for normal plant operation and other construction activities.

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PART 2 - PRODUCTS

2.1 CAST-IN-PLACE CONCRETE

A. Conform to the requirements of Section 03 30 00 “Cast-In-Place Concrete” of these Specifications.

2.2 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: AASHTO M 153, sponge rubber.

B. Contraction-Joint-Filler: Sonneborn, Sonolastic SL 1, or equal.`

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete aprons and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase. Limit vehicle speed to 3 mph (5 km/h).

2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 25 tons (13.6 tonnes).

3. Subbase with soft spots and areas of pumping or rutting require correction according to requirements in Section 03 12 00 "Earthwork."

C. Proceed with concrete driveway operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

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3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

3.5 JOINTS

A. General: Form construction, expansion, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. Contractor shall submit jointing plan to be approved by Engineer prior to pavement construction.

2. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

3. All joints shall be sealed.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.

2. Provide tie bars at sides of pavement strips where indicated.

3. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation and Expansion Joints: Form joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals as indicated in approved submittal materials.

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2. Extend joint fillers full width and depth of joint.

3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.

4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated in approved submittal materials. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows to match jointing of existing adjacent concrete pavement:

1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks. Saw-cut joints within 12 hours of placing concrete.

2. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated in approved submittal materials. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/8-inch (10-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

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3.6 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch (6 mm).

2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).

3. Surface: Gap below 10-foot- (3-m-) long, unleveled straightedge not to exceed 1/4 inch (6 mm).

4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch (25 mm).

5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch (6 mm).

6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch (13 mm).

7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches (6 mm per 300 mm).

8. Joint Spacing: 3 inches (75 mm).

9. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.

10. Joint Width: Plus 1/8 inch (3 mm), no minus.

3.7 REPAIRS AND PROTECTION

A. Drill test cores, where directed by Engineer, when necessary to determine thickness or the magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.

B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement or as directed by the Engineer. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

3.8 FIELD QUALITY CONTROL

A. Field quality control requirements for concrete pavements shall be as noted in Specification Section 03 30 00, unless otherwise approved in writing by the Engineer.

END OF SECTION

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SECTION 32 31 13 CHAIN-LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
1. Black Chain-Link Fences: Industrial.
2. Gates: Swing – powered and manual.

1.3 DEFINITIONS

A. IEEE – Institute of Electrical & Electronics Engineers.

B. NFPA – National Fire Protection Association.

C. NETA – InterNational Electrical Testing Association.

D. ETT – Electrical Testing Technicians.

E. CLFMI – Chain Link Fence Manufacturer's Institute.

F. UL – Underwriters Laboratory.

1.4 PERFORMANCE REQUIREMENTS

A. Lightning Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.

1.5 SUBMITTALS

A. Submit information to establish compliance with the Specifications in accordance with the provisions of Section 013300.01 Submittals and Substitutions.

B. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
1. Fence and gate posts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.
4. Gate operators, including operating instructions.
5. Motors: Show nameplate data, ratings, characteristics, and mounting arrangements.

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C. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.
1. Gate Operator: Show Locations and details for installing operator components, switches, and controls. Indicate Motor Size, electrical characteristics, drive arrangement, mounting and grounding provisions.

D. Product Certificates: For each type of chain-link fence, operator and gate, signed by product manufacturer.
1. Strength test results for framing according to ASTM F

1043. E. Qualification Data: For Installer.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
1. Testing Agency's Field Supervisor: Person currently certified according to NETA ETT, or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3.

C. Preinstallation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 BLACK CHAIN-LINK FENCE FABRIC

A. General: Height indicated on Drawings. Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
1. Steel Wire Fabric: Metallic-coated wire with a diameter of 0.148-inch (3.76 mm), No. 9 gauge.
a. Mesh Size: 2 inches (50 mm).
b. Weight of Metallic (Zinc) Coating: ASTM A 392, Type II, Class 1, 1.2 oz./sq. ft. with zinc coating applied after weaving.
2. Selvage: knuckled at both selvages.
3. PVC Coated Steel Wire Fabric: PVC coating shall comply with ASTM F 668 – Poly-Vinyl Chloride (PVC)-Coated Steel Chain Link Fence Fabric, as specified above, except that the wire

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core shall measure 9 gauge prior to application of coating. a. Color: Black complying with ASTM F 934.

2.2 BLACK INDUSTRIAL FENCE FRAMING

A. Posts and Rails: Comply with ASTM F 1043 for framing, ASTM F 1083 for Group IC round pipe, and the following:
   1. Group: IA, round steel pipe, Schedule 40.
   2. Fence Height: Indicated on Drawings.
   3. Strength Requirement: Heavy industrial according to ASTM F 1043.
   4. Post Diameter and Thickness: According to ASTM F 1043 and ASTM F 1083.
      a. Top Rail: 1.66 inches (42 mm).
      b. Line Post: 2.375 inches (60 mm).
      c. End, Corner and Pull Post: 2.875 inches (73 mm).
      d. Swing Gate Post: According to ASTM F 900, 4-inch (102-mm) diameter, 8.65-lb/ft. (12.88kg/m) weight for 10-foot gate and 6.625-inch (169 mm) diameter, 18.97-lb/ft. (28.25-kg/m) weight for 26-foot gate.

B. Coating for Steel Framing 1. Metallic Coating:
   a. Type A, consisting of not less than minimum 2.0-oz./sq. ft. (0.61-kg/sq. m) average zinc coating per ASTM A 123/A 123M.
   2. PVC Coating for Steel Framing:
      a. After galvanizing, the framework, fittings, and accessories shall be finished with manufacturer's standard thermally bonded PVC finish, not less than 10 mils thick. 1) Color: Black complying with ASTM F 934.

2.3 TENSION WIRE

A. General: Provide horizontal tension wire at the following location:
   1. Location: Extended along bottom of fence fabric.

B. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire complying with ASTM A 817, ASTM A 824, and the following:
   1. Metallic Coating: Type II, zinc coated (galvanized), with the following minimum coating weight:
      a. Class 2: Not less than 1.2 oz./sq. ft. (366 g/sq. m) of uncoated wire surface.

2.4 INDUSTRIAL SWING GATES

A. General: Comply with ASTM F 900 for single swing gate types. Provide automated vehicular gates that comply with ASTM F 2200.

B. Metal Pipe and Tubing: Galvanized steel with protective coating to match fence framing. Comply with ASTM F 1043 and ASTM F 1083 for materials and protective coatings.

C. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 and the following:
   1. Gate Fabric Height: As indicated.
   2. Leaf Width: As indicated.

D. Frame Members:
   1. Tubular Steel: 1.90 inches (48 mm) round.

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E. Frame Corner Construction:
   1. Welded and 5/16-inch- (7.9-mm-) diameter, adjustable truss rods for panels 5 feet (1.52 m) wide or wider.

F. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chainlink fabric at both ends of gate frame, as indicated, as required to attach barbed wire assemblies.

G. Hardware:
   1. Latches permitting operation from both sides of gate.
   2. Lock: Manufacturers standard internal device

2.5 FITTINGS

A. General: Comply with ASTM F 626.

B. Post and Line Caps: Provide for each post.
   1. Line post caps with loop to receive top rail.

C. Rail and Brace Ends: Attach rails securely to each gate, corner, pull, and end post.

D. Rail Fittings: Provide the following:
   1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches (152 mm) long.
   2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate rails in the fence line-to-line posts.

E. Tension and Brace Bands: Pressed steel.

F. Tension Bars: Steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

2.6 FENCE GROUNDING

A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
   1. Material above Finished Grade: Aluminum.
   2. Material on or below Finished Grade: Copper.
   3. Bonding Jumpers: Braided copper tape, 1-inch (25 mm) wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

B. Connectors and Grounding Rods: Comply with UL 467.
   1. Connectors for Below-Grade Use: Exothermic welded type.
   2. Grounding Rods: Copper-clad steel, size: 5/8 by 96 inches (16 by 2440 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

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A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
   1. Do not begin installation before final grading is completed, unless otherwise permitted by Engineer.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

A. Install chain-link fencing to comply with ASTM F 367 and more stringent requirements specified.
   1. Install fencing in accordance with the location shown on the Drawing unless otherwise directed by the Engineer.

3.4 CHAIN-LINK FENCE INSTALLATION

A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
   1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
   2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. D. Line Posts: Space line posts uniformly at 10 feet (3 m) o.c.

E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
   1. Locate horizontal braces at midheight of fabric 6 feet (1.83 m) or higher, on fences with top rail and at 2/3 fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- (3.05-mm-) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c. Install tension wire in locations indicated before stretching fabric.
   1. Bottom Tension Wire: Install tension wire within 6 inches (150 mm) of bottom of fabric and tie to each post with not less than same diameter and type of wire.

G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

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H. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1 inch (25.4 mm) between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

I. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches (380 mm) o.c.

J. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one (1) end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.

K. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.5 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 GROUNDING AND BONDING

A. Fence Grounding: Install at maximum intervals of 1500 feet (450 m) except as follows:

1. Fences within 100 Feet (30 m) of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 500 feet (225 m).
    a. Gates and Other Fence Openings: Ground fence on each side of opening.
        1) Bond metal gates to gate posts.
        2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches (460 mm) below finished grade.

B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet (45 m) on each side of crossing.

C. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2, unless otherwise indicated.

D. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches (150 mm) below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location, including the following:

E. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.

F. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
2. Make connections with clean, bare metal at points of contact.

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3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

G. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.7 FIELD QUALITY CONTROL

A. Grounding-Resistance Testing: Engage a qualified independent testing and inspecting agency to perform field quality-control testing.
1. Grounding-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure grounding resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural grounding resistance. Perform tests by two-point method according to IEEE 81.
2. Excessive Grounding Resistance: If resistance to grounding exceeds specified value, notify Engineer promptly. Include recommendations for reducing grounding resistance and a proposal to accomplish recommended work.
3. Report: Prepare test reports certified by a testing agency of grounding resistance at each test location. Include observations of weather and other phenomena that may affect test results.

3.8 ADJUSTING

A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

3.9 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain gates.

END OF SECTION

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SECTION 33 05 00

COMMON WORK RESULTS FOR UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Piping joining materials.
2. Transition fittings.
3. Dielectric fittings.
4. Sleeves.
5. Identification devices.
6. Grout.
7. Flowable fill.
8. Piped utility demolition.
9. Piping system common requirements.
10. Equipment installation common requirements.
11. Painting.
12. Concrete bases.
13. Metal supports and anchorages.

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1.3 DEFINITIONS

A. Exposed Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.

B. Concealed Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

C. ABS: Acrylonitrile-butadiene-styrene plastic.

D. CPVC: Chlorinated polyvinyl chloride plastic.

E. PE: Polyethylene plastic.

F. PVC: Polyvinyl chloride plastic.

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Dielectric fittings.

2. Identification devices.

1.5 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1.6 QUALITY ASSURANCE

A. Steel Support Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Steel Piping Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."

2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

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C. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.8 COORDINATION

A. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

B. Coordinate installation of identifying devices after completing covering and painting if devices are applied to surfaces.

C. Coordinate size and location of concrete bases. Formwork, reinforcement, and concrete requirements are specified in Section 03 30 00 "Cast-in-Place Concrete".

PART 2 - PRODUCTS

2.1 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch (3.2-mm) maximum thickness, unless otherwise indicated.

    a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
    b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

2. AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

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B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

F. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

G. Solvent Cements for Joining Plastic Piping:

1. ABS Piping: ASTM D 2235.

2. CPVC Piping: ASTM F 493.

3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

4. PVC to ABS Piping Transition: ASTM D 3138.

H. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.2 TRANSITION FITTINGS

A. Transition Fittings, General: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.

B. Transition Couplings NPS 1-1/2 (DN 40) and Smaller:

1. Underground Piping: Manufactured piping coupling or specified piping system fitting.

2. Aboveground Piping: Specified piping system fitting.

C. AWWA Transition Couplings NPS 2 (DN 50) and Larger:

1. Description: AWWA C219, metal sleeve-type coupling for underground pressure piping.

D. Plastic-to-Metal Transition Fittings:

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1. Description: CPVC and PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint or threaded end.

E. Plastic-to-Metal Transition Unions:

1. Description: MSS SP-107, CPVC and PVC four-part union. Include brass or stainless-steel threaded end, solvent-cement-joint or threaded plastic end, rubber O-ring, and union nut.

F. Flexible Transition Couplings for Underground Nonpressure Drainage Piping:

1. Description: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.

2.3 DIELECTRIC FITTINGS

A. Dielectric Fittings, General: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.

B. Dielectric Unions:

1. Description: Factory fabricated, union, NPS 2 (DN 50) and smaller.

a. Pressure Rating: 150 at 180º F (82º C).

b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded ferrous.

C. Dielectric Flanges:

1. Description: Factory-fabricated, bolted, companion-flange assembly, NPS 2-1/2 to NPS 4 (DN 65 to DN 100) and larger.

a. Pressure Rating: 300.

b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

D. Dielectric Couplings:

1. Description: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining, NPS 3 (DN 80) and smaller.

a. Pressure Rating: 300 psig (2070 kPa) at 225º F (107º C).

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b. End Connections: Threaded.

E. Dielectric Nipples:

1. Description: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining.

a. Pressure Rating: 300 psig (2070 kPa) at 225º F (107º C).

b. End Connections: Threaded or grooved.

2.4 SLEEVES

A. Mechanical sleeve seals for pipe penetrations are specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."

B. Galvanized-Steel Sheet Sleeves: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.

C. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized, plain ends.

D. Cast-Iron Sleeves: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

E. Molded PVC Sleeves: Permanent, with nailing flange for attaching to wooden forms.

F. PVC Pipe Sleeves: ASTM D 1785, Schedule 40.

G. Molded PE Sleeves: Reusable, PE, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

2.5 IDENTIFICATION DEVICES

A. General: Products specified are for applications referenced in other utilities Sections. If more than single type is specified for listed applications, selection is Installer's option.

B. Equipment Nameplates: Metal permanently fastened to equipment with data engraved or stamped.

1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.

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2. Location: Accessible and visible.

C. Stencils: Standard stencils prepared with letter sizes complying with recommendations in ASME A13.1. Minimum letter height is 1-1/4 inches (30 mm) for ducts, and 3/4 inch (20 mm) for access door signs and similar operational instructions.

1. Material: Brass.

2. Stencil Paint: Exterior, oil-based, alkyd-gloss black enamel, unless otherwise indicated. Paint may be in pressurized spray-can form.

3. Identification Paint: Exterior, oil-based, alkyd enamel in colors according to ASME A13.1, unless otherwise indicated.

D. Snap-on Plastic Pipe Markers: Manufacturer's standard preprinted, semirigid, snap-on type. Include color-coding according to ASME A13.1, unless otherwise indicated.

E. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive-vinyl type with permanent adhesive.

F. Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): Full-band pipe markers, extending 360 degrees around pipe at each location.

G. Pipes with OD, Including Insulation, 6 Inches (150 mm) and Larger: Either full-band or strip-type pipe markers, at least three times letter height and of length required for label.

H. Lettering: Manufacturer's standard preprinted captions as selected by Architect.

I. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.

1. Arrows: Either integrally with piping system service lettering to accommodate both directions of flow, or as separate unit on each pipe marker to indicate direction of flow.

J. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive vinyl tape, at least 3 mils (0.08 mm) thick.

1. Width: 1-1/2 inches (40 mm) on pipes with OD, including insulation, less than 6 inches (150 mm); 2-1/2 inches (65 mm) for larger pipes.

2. Color: Comply with ASME A13.1, unless otherwise indicated.

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K. Valve Tags: Stamped or engraved with 1/4-inch (6.4-mm) letters for piping system abbreviation and 1/2-inch (13-mm) sequenced numbers. Include 5/32-inch (4-mm) hole for fastener.

1. Material: 0.032-inch- (0.8-mm-) thick, brass.

2. Material: 0.0375-inch- (1-mm-) thick stainless steel.

3. Material: 3/32-inch- (2.4-mm-) thick plastic laminate with 2 black surfaces and a white inner layer.

4. Material: Valve manufacturer's standard solid plastic.

5. Size: 1-1/2 inches (40 mm) in diameter, unless otherwise indicated.

6. Shape: As indicated for each piping system.

L. Valve Tag Fasteners: Brass, wire-link or beaded chain; or brass S-hooks.

M. Engraved Plastic-Laminate Signs: ASTM D 709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.

1. Engraving: Engraver's standard letter style, of sizes and with terms to match equipment identification.

2. Thickness: 1/8 inch (3 mm), unless otherwise indicated.

3. Thickness: 1/16 inch (1.6 mm), for units up to 20 sq. in. (130 sq. cm) or 8 inches (200 mm) in length, and 1/8 inch (3 mm) for larger units.

4. Fasteners: Self-tapping, stainless-steel screws or contact-type permanent adhesive.

N. Plastic Equipment Markers: Manufacturer's standard laminated plastic, in the following color codes:

1. Green: Cooling equipment and components.

2. Yellow: Heating equipment and components.

3. Brown: Energy reclamation equipment and components.

4. Blue: Equipment and components that do not meet criteria above.

5. Hazardous Equipment: Use colors and designs recommended by ASME A13.1.

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6. Terminology: Match schedules as closely as possible. Include the following:

a. Name and plan number.

b. Equipment service.

c. Design capacity.

d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.

7. Size: 2-1/2 by 4 inches (65 by 100 mm) for control devices, dampers, and valves; 4-1/2 by 6 inches (115 by 150 mm) for equipment.

O. Plasticized Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with mat finish suitable for writing.

1. Size: 3-1/4 by 5-5/8 inches (83 by 143 mm).

2. Fasteners: Brass grommets and wire.

3. Nomenclature: Large-size primary caption such as DANGER, CAUTION, or DO NOT OPERATE.

P. Lettering and Graphics: Coordinate names, abbreviations, and other designations used in piped utility identification with corresponding designations indicated. Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of piped utility systems and equipment.

1. Multiple Systems: Identify individual system number and service if multiple systems of same name are indicated.

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2.6 GROUT

A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

1. Characteristics: Post hardening, volume adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.

2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

3. Packaging: Premixed and factory packaged.

2.7 FLOWABLE FILL

A. Description: Low-strength-concrete, flowable-slurry mix.

1. Cement: ASTM C 150, Type I, portland.

2. Density: 115- to 145-lb/cu. ft. (1840- to 2325-kg/cu. m).

3. Aggregates: ASTM C 33, natural sand, fine and crushed gravel or stone, coarse.

4. Aggregates: ASTM C 33, natural sand, fine.

5. Admixture: ASTM C 618, fly-ash mineral.

6. Water: Comply with ASTM C 94/C 94M.

7. Strength: 100 to 200 psig (690 to 1380 kPa) at 28 days.

PART 3 - EXECUTION

3.1 PIPED UTILITY DEMOLITION

A. Refer to Section 31 10 00 "Site Clearing and Demolition" for general demolition requirements and procedures.

B. Disconnect, demolish, and remove piped utility systems, equipment, and components indicated to be removed.

1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

2. Piping to Be Abandoned in Place: Drain piping. Fill abandoned piping with flowable fill, and cap or plug piping with same or compatible piping material.

3. Equipment to Be Removed: Disconnect and cap services and remove equipment.

4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make operational.

5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

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C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 DIELECTRIC FITTING APPLICATIONS

A. Dry Piping Systems: Connect piping of dissimilar metals with the following:

1. NPS 2 (DN 50) and Smaller: Dielectric unions.

2. NPS 2-1/2 to NPS 12 (DN 65 to DN 300): Dielectric flanges.

B. Wet Piping Systems: Connect piping of dissimilar metals with the following:

1. NPS 2 (DN 50) and Smaller: Dielectric couplings.

2. NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Dielectric nipples.

3. NPS 2-1/2 to NPS 8 (DN 65 to DN 200): Dielectric nipples.

4. NPS 10 and NPS 12 (DN 250 and DN 300): Dielectric flange kits.

3.3 PIPING INSTALLATION

A. Install piping according to the following requirements and utilities Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on the Coordination Drawings.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping to permit valve servicing.

E. Install piping at indicated slopes.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

H. Select system components with pressure rating equal to or greater than system operating pressure.

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I. Sleeves are not required for core-drilled holes.

J. Permanent sleeves are not required for holes formed by removable PE sleeves.

K. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.

a. Exception: Extend sleeves installed in floors of equipment areas or other wet areas 2 inches (50 mm) above finished floor level.

2. Install sleeves in new walls and slabs as new walls and slabs are constructed.

a. PVC Pipe Sleeves: For pipes smaller than NPS 6 (DN 150).

b. Steel Sheet Sleeves: For pipes NPS 6 (DN 150) and larger, penetrating gypsum-board partitions.

L. Verify final equipment locations for roughing-in.

M. Refer to equipment specifications in other Sections for roughing-in requirements.

3.4 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and utilities Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.

2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

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E. **Welded Joints: Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.**

F. **Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.**

G. **Grooved Joints: Assemble joints with grooved-end pipe coupling with coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.**

H. **Soldered Joints: Apply ASTM B 813 water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B 32.**

I. **Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.**

J. **Pressure-Sealed Joints: Assemble joints for plain-end copper tube and mechanical pressure seal fitting with proprietary crimping tool to according to fitting manufacturer's written instructions.**

K. **Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:**

1. **Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.**

2. **ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 appendixes.**

3. **CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.**

4. **PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.**

5. **PVC Nonpressure Piping: Join according to ASTM D 2855.**

6. **PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.**

L. **Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.**

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M. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

N. Plastic Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.

1. Plain-End PE Pipe and Fittings: Use butt fusion.

2. Plain-End PE Pipe and Socket Fittings: Use socket fusion.

O. Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.5 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment.

2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment.

3. Install dielectric fittings at connections of dissimilar metal pipes.

3.6 EQUIPMENT INSTALLATION

A. Install equipment level and plumb, unless otherwise indicated.

B. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference with other installations. Extend grease fittings to an accessible location.

C. Install equipment to allow right of way to piping systems installed at required slope.

3.7 PAINTING

A. Painting of piped utility systems, equipment, and components is specified in Section 09 91 13 “Exterior Painting,” Section 09 91 23 “Interior Painting,” and Section 09 96 00 “High-Performance Coatings.”

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

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3.8 IDENTIFICATION

A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.

1. Stenciled Markers: According to ASME A13.1.

2. Plastic markers, with application systems. Install on insulation segment if required for hot noninsulated piping.

3. Locate pipe markers on exposed piping according to the following:

a. Near each valve and control device.

b. Near each branch, excluding short takeoffs for equipment and terminal units. Mark each pipe at branch if flow pattern is not obvious.

c. Near locations where pipes pass through walls or floors or enter inaccessible enclosures.

d. At manholes and similar access points that permit view of concealed piping.

e. Near major equipment items and other points of origination and termination.

B. Equipment: Install engraved plastic-laminate sign or equipment marker on or near each major item of equipment.

1. Lettering Size: Minimum 1/4 inch (6.4 mm) high for name of unit if viewing distance is less than 24 inches (610 mm), 1/2 inch (13 mm) high for distances up to 72 inches (1800 mm), and proportionately larger lettering for greater distances. Provide secondary lettering two-thirds to three-fourths of size of principal lettering.

2. Text of Signs: Provide name of identified unit. Include text to distinguish among multiple units, inform user of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

C. Adjusting: Relocate identifying devices that become visually blocked by work of this or other Divisions.

3.9 CONCRETE BASES

A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.

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1. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger in both directions than supported unit.

2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of base.

3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.

4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

5. Install anchor bolts to elevations required for proper attachment to supported equipment.

6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

7. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete and reinforcement as specified in Section 03 30 00 “Cast-in-Place Concrete”.

3.10 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Section 05 50 00 "Metal Fabrications" for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor piped utility materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.11 GROUTING

A. Mix and install grout for equipment base bearing surfaces, pump and other equipment base plates, and anchors.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placement of grout.

E. Place grout, completely filling equipment bases.

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F. Place grout on concrete bases and provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout.

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SECTION 33 20 00

STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All materials and construction shall comply with the latest edition of the "Standard Specifications for Design and Construction of Water Lines and Sewer Lines," 2022 Edition, as published by the Utilities Department of the City of Fayetteville, Arkansas. This specification, which is hereby incorporated by reference, is available from the City of Fayetteville website at https://www.fayetteville-ar.gov/DocumentCenter/View/26733/2022-Fay-Water-and-Sewer-specifications. If conflicts exist between the Utility Department specifications and other specifications incorporated in these contract documents, the more stringent requirement shall govern.

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SECTION 33 41 00

STORM DRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Gravity-flow, nonpressure storm drainage, with the following components:

1. Pipe.
2. Underdrain.
3. Flared end sections.
4. Precast concrete drainage structures.
5. Cast-in-place concrete drainage structures.

B. Underdrain.

1.3 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.4 DEFINITIONS

A. RCP: Reinforced concrete pipe.

B. FES: Flared end section.

C. PVC: Polyvinyl chloride plastic.

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1.5 PERFORMANCE REQUIREMENTS

A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: 10-foot head of water. Pipe joints shall be silttight, unless otherwise indicated.

B. Gravity-flow, nonpressure, drainage piping with perforated walls for infiltration of waters into subsurface soils. Pipe joints shall be silttight.

1.6 SUBMITTALS

A. Product Data: For the following:

1. Pipe.
2. Pipe jointing material(s).
3. Manhole ring and lid.
4. Precast flared end section.
5. Precast subdrain inlet/outlet structure.
6. Drainage backfill.
7. Underdrain.
8. Geotextile fabric.
9. Concrete.
10. Grout.

B. Shop Drawings: For the following:

1. Precast Concrete Drainage Structures: Include drawings, elevations, sections, details, and frames and covers along with the design calculations.

2. Cast-in-Place Drainage Structures: Comply with submittal requirements of Section 03 30 00 Cast-in-Place Concrete.

C. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from storm drainage system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.

D. Profile Drawings: Show system piping in elevation. Draw profiles at horizontal scale of not less than 1 inch equals 50 feet (1:500) and vertical scale

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of not less than 1 inch equals 5 feet (1:50). Indicate manholes and piping. Show types, sizes, materials, and elevations of other utilities crossing system piping.

E. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.

F. Material test reports.

1. Test reports shall not be more than 12 months old.

G. Field quality-control test reports.

H. Shop Drawings:

1. Manholes: Include plans, elevations, sections, details, frames, and covers.

2. Stormwater Inlets: Include plans, elevations, sections, details, frames, covers, and grates.

3. Stormwater Detention Structures: Include plans, elevations, sections, details, frames, covers, design calculations, and concrete design-mix reports.

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1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect pipe, pipe fittings, and seals from dirt and damage.

B. Handle precast drainage structures according to manufacturer's written rigging instructions.

C. Protect stockpiled materials on site to prevent erosion, dust, and loss of material.

1.8 PROJECT CONDITIONS

A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

1. Notify Engineer no fewer than two days in advance of proposed interruption of service.

2. Do not proceed with interruption of service without Engineer's written permission.

B. Flood Protection: Contractor shall maintain all stormwaters scheduled onsite and offsite that contribute to flow in the vicinity of the proposed stormwater piping during construction, without flooding building, adjacent properties, fleet parking areas, or material storage areas, and maintain compliance with all applicable environmental permits, laws and regulations.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

A. Reinforced-Concrete Storm Sewer Pipe (RCP) and Fittings: ASTM C 76 (ASTM C 76M), with groove and tongue ends and sealant joints with ASTM C 990 (ASTM C 990M), bitumen or butyl-rubber sealant, Class III, Wall B.

B. PVC Corrugated Storm Sewer Piping:

1. Pipe: ASTM F 949, PVC, corrugated pipe with bell-and-spigot ends for gasketed joints.

2. Fittings: ASTM F 949, PVC molded or fabricated, socket type.

3. Gaskets: ASTM F 477, elastomeric seals.

C. PVC Underdrain: ASTM A 2000.

1. Perforated-Wall Pipes and Fittings:

a. Perforated PVC Pipe and Fittings: PVC A-2000 – ASTM F 949, bell-and-spigot ends, for soil-tight joints, AASHTO Standard Specifications for Highway Bridges, Section 26.4.2.4.

1) Piping shall be designed in accordance with AASHTO Section 12, Buried Structures and Tunnel Liners.

2) Piping shall be manufactured from 12454 cell class material per ASTM D 1784.

3) Pipe and fittings shall have a minimum pipe thickness of 46 lbs./in./in., according to test method ASTM D 2412.

b. Perforated underdrain shall be constructed under, landscaped areas, stormwater infiltration systems, and as shown or called for in the Drawings.

2. Solid-Wall Pipes and Fittings:

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a. Solid-wall PVC Pipe and Fittings: PVC A-2000 – ASTM F 949, bell-and-spigot ends, for soil-tight joints, AASHTO Standard Specifications for Highway Bridges, Section 26.4.2.4.

1) Piping shall be designed in accordance with AASHTO Section 12, Buried Structures and Tunnel Liners.

2) Piping shall be manufactured from 12454 cell class material per ASTM D 1784.

3) Pipe and fittings shall have a minimum pipe thickness of 46 lbs./in./in., according to test method ASTM D 2412.

b. Solid-wall underdrain shall be constructed under walks, pavements, building slabs, and as shown or called for in the Drawings.

2.2 SPECIAL PIPE COUPLINGS

A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant metal tension band and tightening mechanism on each end.

1. Sleeve Materials:

a. For Cast-Iron Soil Pipes: ASTM C 564, rubber.

b. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.

c. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

2.3 GEOTEXTILE FILTER FABRICS

A. Description: Fabric of PP or polyester fibers or combination of both, with flow rate range from 110 to 330 gpm/sq. ft. (4480 to 13 440 L/min. per sq. m) when tested according to ASTM D 4491.

1. Structure Type: Nonwoven, needle-punched continuous filament.

2. Style(s): Flat and no sock.

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2.4 PIPE INLETS/OUTLETS

A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.

B. Flared End Sections: Precast concrete.

C. Stone Inlet/Outlet: Concrete inlet/outlet as detailed in the Drawings with broken, irregular size and shape, graded stone according to NSSGA's "Quarried Stone for Erosion and Sediment Control."

1. Average Size: NSSGA No. R-7, screen opening 12 inches (305 mm).

2. Type: Native sandstone.

3. Provide rodent screen on all outlets.

2.5 GRATE INLETS AND JUNCTION BOXES

A. Standard Precast Concrete Manholes: ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for grout seal of piping penetrations.

1. Diameter: 48 inches (1200 mm) minimum, unless otherwise indicated.

2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.

3. Base Section: 6-inch (150-mm) minimum thickness for floor slab and 4-inch (102-mm) minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.

4. Riser Sections: 4-inch (102-mm) minimum thickness, and lengths to provide depth indicated.

5. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.

6. Joint Sealant: Grout; see Section 03 31 50 “Grouts.”

7. Steps: Individual FRP steps wide enough to allow worker to place both feet on 1 step and designed to prevent lateral slippage off of step. Cast or anchor steps into sidewalls at 12- to 16-inch (300- to 400-mm) intervals. Omit steps if total depth from floor of manhole to finished grade is less than 48 inches (1220 mm).

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8. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.
9. Grade Rings: Reinforced-concrete rings, 2- to 12-inch (50- to 305-mm) total thickness, to match diameter of manhole frame and cover.
10. Manhole Frames and Covers: Include indented top design with lettering cast into cover as indicated on the Drawings.

B. Cast-in-Place Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top of depth, shape, dimensions, and appurtenances indicated.
1. Ballast: Increase thickness of concrete, as required to prevent flotation.
2. Steps: Shall not be allowed.
3. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.
4. Manhole Frames and Covers: Include indented top design with lettering cast into cover, as indicated on the Drawings.
   a. Material: ASTM A 48, Class 35B gray iron, unless otherwise indicated.

C. PVC Grate Inlet/Junction Box for Underdrain: ASTM A 2000.
1. ASTM F 949, bell-and-spigot connections, for soil-tight joints, AASHTO Standard Specifications for Highway Bridges, Section 26.2.4.
2. Designed in accordance with AASHTO Section 12, Buried Structures and Tunnel Liners
3. Shall be manufactured from 12454 cell class material per ASTM D 1784.
4. Minimum wall thickness of 46 lbs./in./in. per ASTM D 2412.
5. Connect to underdrain system as called for or shown in the Drawings for a complete and functioning underdrain system.

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2.6 CAST IRON CLEANOUTS

A. Cast-Iron Cleanouts: Heavy-duty, cast-in-place cast style iron ring and lid.
1. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
2. Top-Loading Classification(s): Heavy duty.

2.7 CONCRETE

A. Cast-in-place concrete according to Section 03 30 00 of these Specifications.

2.8 GROUT

A. Grout in accordance with Section 03 31 50 “Grouts.”

2.9 PIPE INLETS/OUTLETS

A. Curtain Walls: Cast-in-place reinforced concrete, with apron and tapered sides.

B. Flared End Sections: Precast concrete, AHTD.

C. Riprap Basins: Broken, irregular size and shape, graded stone according to NSSGA's "Quarried Stone for Erosion and Sediment Control."

1. Average Size: NSSGA No. R-7, screen opening 12 inches (305 mm).

2. Type: Native sandstone.

2.10 DRAINAGE BACKFILL

A. In accordance with Section 03 12 00 “Earthwork.”

PART 3 - EXECUTION

3.1 ENVIRONMENTAL COMPLIANCE

A. Comply with all applicable requirements of local, state and federal laws and with Section 00 31 43 “Environmental Compliance”, and Section 00 31 44 “SWPPP” of these Contract Documents.

3.2 EARTHWORK

A. Excavation, trenching, and backfilling are specified in Section 03 21 00 "Earthwork."

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3.3 PIPING INSTALLATION

A. General Locations and Arrangements: Drawings and details indicate general location and arrangement of underground storm drainage piping. Required field adjustments shall be reviewed by the Engineer.

B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place groove ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Pipe which is not in true alignment or which shows settlement after laying shall be taken up and re-laid by the Contractor without extra compensation. Pipe shall not be laid in water or in unsuitable weather conditions. Control of surface and subsurface water is required so dry conditions will exist during excavation and pipe laying.

C. Install manholes (junction boxes) for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.

D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

E. Install gravity-flow, nonpressure drainage piping according to the following:

1. Install piping pitched down in direction of flow, at minimum slope of 0.5 percent, unless otherwise indicated.

2. Install piping with 24-inch (610-mm) minimum cover, unless otherwise indicated.

3.4 JOINING PIPE

A. The method of joining pipe sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even.

B. Concrete Pipe:

1. Cold-Applied Preformed Plastic Gasket: The pipe joint surface shall be cleaned and the primer (if recommended by the manufacturer) brushed on and allowed to dry. The protective wrapping shall be removed from one side of the rope. The rope shall be laid strip side up on the surface of the pipe joint and the strip pressed firmly to surface of pipe joint end-to-end continuing around the entire circumference of the joint. The remaining protective wrapping shall be removed and pipe forced into connection until material fills the joint space.

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a. To ensure an even and well-filled joint, the final joining of the pipe shall be accomplished by either pushing or pulling by mechanical means each joint of the pipe as it is laid in an approved manner.

b. In cold weather, when directed, the joint material shall be warmed in a hot-water bath, or by other approved methods, to the extent required to keep the material pliable for placement without breaking or cracking.

C. PVC Pipe: Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric gasket joints.

3.5 CLEANOUT INSTALLATION

A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.

1. Heavy-Duty, top-loading classification cleanouts.

B. Set cleanout frames and covers in earth in cast-in-place concrete block, 18 by 18 by 16 inches deep. Set with tops 2 inches above surrounding earth grade.

C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.6 STORMWATER INLET AND OUTLET INSTALLATION

A. General: Install inlet structure, complete with appurtenances and accessories indicated.

B. Install precast concrete inlet structure sections according to ASTM C 891.

C. Construct inlet head walls, curtain walls, aprons, and sides of reinforced concrete, as indicated, and in accordance with Section 03 30 00 “Cast-In-Place Concrete.”

D. Construct riprap of broken stone, as indicated.

E. Install outlets that spill onto grade, anchored with concrete, where indicated.

F. Install outlets that spill onto grade, with reinforced concrete curtain walls, where indicated.

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G. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.

H. Construct energy dissipaters at outlets, as indicated.

I. Where specific manhole construction is not indicated, follow manhole manufacturer's written instructions.

J. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere unless otherwise indicated.

3.7 UNDERDRAIN INSTALLATION

A. Underdrains shall be connected into drainage structures as shown in the Drawings. Outlets shall be positioned a minimum of 6 inches above the bottom of structure. A minimum of 18 inches of cover over the pipe shall be maintained.

B. Construct perforated underdrains under grass, landscaped, or otherwise pervious surface cover. Construct solid wall underdrains under pavements, slabs, sidewalks and other impervious surface cover, unless otherwise noted.

C. Place impervious fill on subgrade and compact to dimensions indicated, but not less than 6 inches (150 mm) deep and 12 inches (300 mm) wide.

D. Lay flat-style geotextile filter fabric in trench and overlap trench sides.

E. Place supporting layer of drainage course over compacted subgrade and geotextile filter fabric, to compacted depth of not less than 4 inches (100 mm).

F. Install drainage piping as indicated in Part 3 "Piping Installation."

G. Add drainage course to width of at least 6 inches (150 mm) on sides and to top of pipe to perform tests.

H. Wrapping pipe in silt sock or textile is prohibited.

I. Observation wells/cleanouts of 6-inch non-perforated pipe shall be placed vertically in the infiltration facility as shown on the Drawings. The wells/cleanouts shall be connected to the perforated underdrain with the appropriate manufactured connections as shown on the Drawings. The wells/cleanouts shall extend to the top elevation of the bioretention facility mulch, and shall be capped with a screw cap. Cap shall be removable for cleaning. Observation wells/cleanouts shall be constructed with cast-on-place concrete collar and cast iron ring and lid.

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3.8 CONCRETE PLACEMENT

A. Place cast-in-place concrete according to ACI 318 and in accordance with Section 03 30 00 of these Specifications.

3.9 IDENTIFICATION

A. Materials and their installation are specified in Section 31 20 00 "Earthwork." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.

1. Use detectable warning tape over ferrous piping.

2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.10 FIELD QUALITY CONTROL

A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (610 mm) of backfill is in place, and again at completion of Project.

1. Submit separate reports for each system inspection.

2. Defects requiring correction include the following:

a. Alignment: Less than full diameter of inside of pipe is visible between structures.

b. Crushed, broken, cracked, or otherwise damaged piping.

c. Infiltration: Water leakage into piping.

d. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.

4. Re-inspect and repeat procedure until results are satisfactory.

B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.

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2. Test completed piping systems according to requirements of authorities having jurisdiction.

3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.

4. Submit separate report for each test.

5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:

a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.

b. Option: Test plastic piping according to ASTM F 1417.

c. Option: Test concrete piping according to ASTM C 924 (ASTM C 924M).

C. Underdrain Piping - Testing: After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.

D. Leaks and loss in test pressure constitute defects that must be repaired.

E. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

F. Test stormwater infiltration systems by completely filling with potable water and measuring the amount of time it takes for the system to drain. Systems that do not completely drain within 48 hours constitute a failure that shall be repaired or replaced as necessary, and testing repeated until system performs as specified.

1. Alternatively, Contractor may use uncontaminated stormwater for this test, as approved by the Engineer.

3.11 CLEANING

A. Clean interior of piping of dirt and superfluous materials.

3.12 SEDIMENT "TRAPS" AND CONTROLS

A. Provide sediment barriers and controls to filter storm waters prior to entry into constructed storm water conveyance systems.

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B. Contractor shall maintain control until final stabilization is achieved in accordance with the ADEQ Stormwater Discharge Permit.

C. Contractor shall remove controls when final stabilization is achieved.

3.13 WARRANTY

A. Contractor shall provide cleanout services as necessary for a period of one year after final acceptance.

B. Contractor shall provide all services, equipment, and manpower to flush and/or repair any obstructed subsurface drains.

END OF SECTION

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Bid 24-23, Construction
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Bid 24-23, Addendum 1

Date: Tuesday, February 20, 2024

To: All Prospective Vendors

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

RE: Bid 24-23, Construction – YRCC Expansion

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

1. A non-mandatory Pre-Bid meeting was held in Room #111 on-site at YRCC on Thursday, February 15, 2024 at 3:00 PM. The sign-in sheet of attendees and the meeting agenda are 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. Les McGaugh, Purchasing Director
            3. Quin Thompson, Facilities Manager
            4. Wade Abernathy, Bonds & Construction Director
            5. Tiffany Hoover, Parks & Recreation
            6. Ashley Mauldin, MBL Architect
            7. Audy Lack, MBL Architect
        ii. Vendors:
            1. A-Team Construction and Plumbing
            2. Anderson Electric
            3. Baldwin Shell
            4. Baseline Demolition
            5. Beran Concrete
            6. Clear Stream Floors
            7. Everline Coatings & Services
            8. EWI Construction
            9. Fort Smith Restaurant Supply
            10. Freyaldenhoven
            11. FSC
            12. Gall Excavation
            13. HDWireworks
            14. Hutchinson Commercial
            15. JP Construction and Remodeling
            16. Legacy Construction
            17. Milestone Construction

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18. Mosor Construction Company
19. NWASM
20. Pinnacle Fence
21. SMSI
22. SSI of Northwest Arkansas
23. Streib Company
24. Summit Fire & Security
25. Tri-State Floors

2. **Plan Sheets –** The following revisions shall be made to the following:
    a. MECHANICAL
        i. REFER TO SHEET M2.1, MECHANICAL SCHEDULES AND DETAILS:
            1. Refer to Packaged Rooftop Air Conditioning Unit Schedule's Accessories:
                a. Revise note g. to read "PROVIDE UNIT WITH HOT GAS REHEAT"
                b. Revise note i. to read "PROVIDE CURB MOUNTED NUVUE SCREEN SYSTEM, COORDINATE PANEL STYLE AND COLOR WITH ARCHITECT. REFER TO ARCHITECT ROOF PLAN FOR SCREENING LAYOUT"

3. **Clarification** –
    a. This bid is intended to be awarded to one (1) General Contractor only. The City will not be awarding by trade/division. Any interested parties interested in subcontractor work will need to contact a General Contractor.
    b. The interior painting in existing rooms (resulting from miscellaneous construction in those spaces) shall be completed by the City.
    c. The existing gymnasium floor surface is an inter-locking, floating vinyl tile.

4. **Substitution Requests** – The following Substitution Requests have been APPROVED:
    a. Roof - GAF® Specification: TFATI60; Products include (See Attachment B of this addendum):
        i. EnergyGuard™ Polyiso Insulation
        ii. EnergyGuard™ Tapered Polyiso Insulation
        iii. DensDeck® Prime Roof Board
        iv. DEXcell® FA Glass Mat Roof Board
        v. EverGuard® TPO 60 mil
        vi. EverGuard® Bonding Adhesives
        vii. OlyBond 500™ Insulation Adhesive
        viii. Drill-Tec™ Fasteners and Plates
        ix. Diamond Pledge™ NDL Roof Guarantee

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b. Operable Partitions - Kwik-Wall model 3030 (See Attachment C of this addendum)

5. Questions – The following questions have been received and answered by the responsible department:

a. Question: Regarding 10 14 53 Signage; Please verify that the exterior front wall letters are to be cast aluminum letters. Will art file, font preferences, and colors/finish for the exterior and interior letters be provided?

i. *Answer: Yes, cast aluminum letters (refer to Plans for size). Font and color selection is to be determined. Architect and City of Fayetteville will select from manufacturer's standard range of colors and fonts.*

b. Question: The structural notes call out a Type V cement. This is a highly specialized product that is not common. Can the Structural Engineer accept a Type PLC cement? This would be the common cement used in Northwest Arkansas.

i. *Answer: Yes, PLC is acceptable to be used in lieu of the Type V cement.*

c. Question: On sheet C3.00 there is no note 17 while no note 17 is given in the legend on this sheet. Can you provide clarification?

i. *Answer: This should be a #15 callout: M.E.P. CONNECTIONS. SEE M.E.P. PLANS*

d. Question: Specification section 01 29 00 - 3 4. a. states that "five percent of the contract sum and contract amount" is to be separate line items. Is this in essence a double retainage?

i. *Answer: No single line item on the pay app shall be more that 5% of construction. This is to prevent the contractor from lumping large portions of work together (ie: "plumbing") which in turn makes it difficult for the Architect reviewing the pay-app to determine the actual work that has been complete.*

e. Question: Section 01 31 00 - 6 Item 1.7 A. states, " Use Owner's Project Web site" Please forward we site as we've not located it online. Item B. (same page), are we to really provide up to seven user licenses for the Owners use to the Owners own website?

i. *Answer: Omit verbiage related to Owners Website. The selected contractor may use whatever platform he/she prefers for project & document management. One License will be required for each the Owner and Architect. Additional license for Civil Engineer would be preferred. Architect will distribute documents to other consultants as required.*

f. Question: Specifications section 01 45 29 - 1 section 1.3 Please provide a list of "acceptable to Owner and Architect" testing agencies so that we may solicit pricing from only approved entities. as per specification section 01 45 29 - 1 1.3 please provide testing and inspection services that are deemed acceptable to the Owner and Architect to aid in our proper solicitations for pricing of these scopes of work.

i. *Answer: Inspection companies listed are preferred vendors, but the Owner is open to other options of qualified companies.*

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6. Attachments –

   a. Attachment A: Pre-Bid meeting sign-in sheet and agenda
   b. Attachment B: Roof Substitution Information
   c. Attachment C: Partitions Substitution Information

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CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 24-23

Description: Construction - YRCC Expansion

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

Date: 02 / 15 / 2024 Time: 3:00pm

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

	Name	Company	Title	Phone	Email
1	Amanda Beilfuss	CoF	Sr. Purch. Agent	575-8220	abeilfuss@
2	Les McGaugh	CoF	Purch. Dir.	575-8289	lmcgaugh
3	Joey McDonnell	A-team construction and plumbing	owner	479-409-6466	JMcDonnell@ateamcp.com
4	Mark Livingston	SMSI	Plumbing Manager	479-308-1706	MLivingston@SMSI.co
5	JOHNATHAN PARKER	SSI OF NWA	ESTIMATOR/PM	(479) 879-0524	JPARKER@SSIOFNWA.COM
6	David Karras	HDW. Reworks	owner	479-387-1068	Admin@Hdwireworks.com
7	Josh Jordan	Streib Co	General Mgr	479-409-7704	JJordan@streibco.com
8	Colt Coade	Baldwin Shell	Project Mgr	501-339-6101	ccoade@baldwinshell.com
9	Reggie Hill	Tri-State Floors	Estimator	918-698-3860	rhill@tri-stateFloors.com
10	Neil Shuffler	Clear Creek Floors	owner	479-445-9075	neil@floorscs.com
11	Ed Poe	Pinnacle Fence	Estimator	479-381-9001	ed@pinnaclefencenwa.com
12	Matthew Jones	NWASM	Client Services	479-507-8242	MJones@nwasm.net
13	~~Trent Hamlet~~	SSI OF NWA	PRESIDENT	479 530 7002	thanna@ssiofnwa.com
14	Chris Marley	Fort Smith Restaurant Supply	Vice President	479-719-4087	chris@foodservequip.com
15	Tiffany Hoover	COF	Parks + Rec.		
16	Chris Marquart	Beran Concrete	AREA DIRECTOR	918-619-7573	cmarquart@beranconcrete.com
17	Matthew Stovall	Legacy Const.		479-287-6291	MStovall@legacy-cmg.com
18	Shannon McDaniel	Mason Const	Con Supt		SMason@MasonConstructionInc.net
19	Ismael Sanchez	Gall Excavation	Project Engineer	479-640-0097	Ismael@GallExcavation.com
20					

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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	Victor Calderon	FSC	Estimator	(479) 799-6690	Victor@4seasonsrcs.com
2	Cody Keen	Baseline Demolition	Div. Mgr.	(479) 530-8332	cody@baselinedemolition.com
3	TC Haggins	Freyaldenhoven	Foreman	501 548-7218	
4	Ruben Pruitt	Everline Coatings & Services	Sales Manager	479-957-4699	Sales.Nwa@everlinecoatings.com
5	JEFF KEARNS	LEGACY CM		4799575351	jkearns@LEGACY-CONST.com
6	Hutch Johnson	Hutchinson Commercial	owner	479 502 1469	hutch@hutchinsoncc.com
7	Mike Anderson	Anderson Electric	owner	314-210-8782	keepitlit2020.anderson@yahoo
8	John Davis	EWI Construction	Supt	479-880-6087	johndavis@ewiconstructor.com
9	Erin Metcalf	Milestone	PM	479-957-3195	emetcalf@mstonecc.com
10	Quin Thompson	City of Fayetteville	Facilities MGR	479 575 8346	qthompson@fayetteville-ar.gov
11	Jonathan Perez	JP construction and remodeling	owner	479-306-9170	jonathanperez0716@gmail.com
12	Wade Abernathy	City of Fayetteville	Construction Director	5636	wabernathy
13	Ashley Mauldin	MBL Architecture	Architect	479-443-7121	ashley.mauldin@MBL-Arch.com
14	Audy Lack	"	"	"	audy@mbl-arch.com
15	Matthew Pinehart	Summit Fire & Security	Sales Rep.	479-226-0167	mpinehart@summitfiresecurity.com
16					
17					
18					
19					
20					

Appendix A
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Yvonne Richardson Community Center Addition
Pre-Bid Meeting

Date: February 15th, 2025

Agenda

1. Introductions

    a. **OWNER**: City of Fayetteville, Parks, Natural Resources & Cultural Affairs

    b. **PROJECT ARCHITECT:** MBL Architecture; Ashley Mauldin, AIA
    c. **STRUCTURAL ENGINEER:** Tatum Smith Welcher; Brianna Ovuoba, P.E
    d. **CIVIL ENGINEER:** Olsson Engineering; Matt Loos, P.E.
    e. **MECHANICAL, PLUMBING & ELECTRICAL ENGINEER:** Engineering Elements; Shane Lanning, P.E

2. **Pre Bid Sign-in**

3. **Bid Date: March 5, 2024 2:00 PM**
    a. Bids may be uploaded using the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Purchasing Division
    b. Required Forms can be found on City Purchasing Website
    c. All pre-bid questions directed to abeilfuss@fayetteville-ar.gov
    d. Final date to submit pre-bid questions
    e. Additional Comments & Direction from City of Fayetteville

4. **Project Brief: YRCC Addition Project**
    a. Total Area: 13,344 sf
        1. Existing Facility: 9,481 sf
        2. Addition: 3,83 sf
    b. Addition Spaces:
        i. 2 large classrooms (operable partition): 1,374 sf
        ii. Teaching Kitchen: 518 Sf
        iii. Control Desk: 100 s.f
        iv. Custom Display Case
        v. Support Spaces
        vi. Misc. work to existing building
        vii. New gymnasium floor

Appendix A
Bid 24-23, Construction - YRCC Expansion
City Issued Bid

5. **Project Overview & Coordination**
    a. The existing YRCC Facility **WILL** remain in operation for the duration of construction.
    b. Coordinating major construction milestones and other items that could affect day to day operations of the facility shall be coordinated with YRCC Staff, Owners, and Architect in a timely manor.
6. **Safety**
    a. Contractors shall abide by all standard OSHA regulation and safety requirements put forth by the City of Fayetteville.
    b. Safety of YRCC Staff & Visitors must be a priority.

7. **Jobsite Clean Up & Misc.**
    a. Important to keep areas surrounding the jobsite clear of trash, construction debris (including nails, scrap metal, etc.).
    b. Please keep in mind there will be CHILDREN around this jobsite
    c. There will be no smoking on the jobsite per City Polices

8. **Liquidated Damages: This project DOES have a liquidation clause.**
    a. $300 per/day for work not completed withing the agreed upon timeline.

9. **Alternates**
    a. Alternate 1: Building Paint (for existing)
    b. Alternate 2: Gymnasium Floor
    c. Alternate 3: Kitchen Package

10. **Allowances**
    a. Provide $15,000 for upgrade to BAS system at Addition
        i. Existing building was recently updated to include BAS
    b. Additional Allowances that will be put forth in Addendum
        i. Door Hardware Allowance
11. **Addendum:**
    A. There will be a forthcoming addendum to address questions that have come in during Pre-Bid and other minor changes.
    B. Addendum should be issued in the very near future.

12. **Temporary Building Access**

13. **Questions?**

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

GAF

We protect what matters most™

Design Services

February 5, 2024

Subject: Substitution Request

Project: YRCC Expansion
City of Fayetteville
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 Insulation
- EnergyGuard™ Tapered Polyiso Insulation
- DensDeck® Prime Roof Board
- DEXcell® FA Glass Mat Roof Board
- EverGuard® TPO 60 mil
- EverGuard® Bonding Adhesives
- OlyBond 500™ Insulation 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,

Melanie Miller
Melanie Miller
Senior Design Services Specialist

Bid 24-23 Construction - Appendix A
YRCC Expansion
City Issued Bid

Flat Polyiso with GRF Facers

GAF EnergyGuard™
Polyiso Insulation

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 Approved - consult RoofNav.com for specific assemblies
- Classified by UL in accordance with ANSI/UL 1256, 790 and 263. Refer to UL Product iQ for specific assemblies
- Miami-Dade County Product Control Approved
- State of Florida Approved
- Meets the requirements of CAN/ULC 704.1, Type 2, Class 3 or Type 3, Class 3†
- UL (Canada) Evaluation Report ULC ER 1306†
- For additional information, contact GAF at 1-800-766-3411 or designservices@gaf.com

† GAF manufacturing locations in UT and PA.

EnergyGuard™ Polyiso Insulation 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 770.
For optimal roof performance and to prevent thermal bridging GAF recommends installing two layers of Polyiso with staggered joints.

Bid 24-23 Construction - Appendix A
YRCC Expansion
City Issued Bid

Visit **gaf.com**

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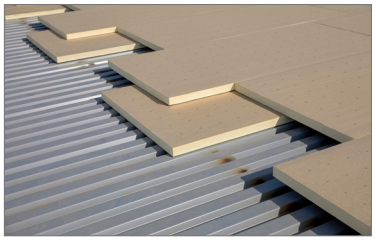
EnergyGuard™ Polyiso Insulation



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
- Geen 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	Values
Compressive Strength	ASTM D1621	Grade 2 – 20 psi min (138 kPa) Grade 3 – 25 psi min (172 kPa)
Dimensional Stability Change (length + width)**	ASTM D2126	2% linear change
Flexural Strength	ASTM C203	40 psi min (275 kPa)
Tensile Strength	ASTM C209	500 psf min (24 kPa)
Water Absorption (percent by volume)	ASTM C209	1.5% max
Water Vapor Permeance	ASTM E96 Procedure A	< 1.5 perm max (85.8ng/Pa•s•m^2)
Service Temperature		-100° to 250 °F (-73.3° to 121.1 °C)
Flame Spread Index†	ASTM E84	< 75*
Smoke Developed Index	ASTM E84	< 200*

* Foam Core

** Stated dimensional stability tolerance. Board thickness shall not diminish by more than 4% max.

† These numerical ratings are not intended to reflect hazards presented by these or any other material under actual fire conditions.

Appendix A
Bid 24-23, Construction -
YRCC Expansion
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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 or torching of modified bitumen roofing or direct mopping of built-up roofing (BUR) to EnergyGuard™ Polyiso Insulation is not approved. A properly installed cover board or base sheet must be used.
- 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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Sloped Polyiso with GFR Facers

EnergyGuard™ Tapered Polyiso Insulation

Description:

EnergyGuard™ Tapered Polyiso Insulation is a sloped panel made of glass fiber–reinforced (GFR) cellulosic felt facers bonded to a core of polyisocyanurate foam.

Features and Benefits:

- Prevents ponding water when properly installed on a low-slope roof by providing slope via a series of both tapered and flat polyiso fill boards
- Versatile — approved component in single-ply, BUR, and modified bitumen systems, with a variety of attachment methods: mechanically attached, fully adhered, loose laid, ballasted
- Highest R-value per inch of any rigid board insulation
- Easy to install — lightweight, easy to cut, easy to handle

Panel Characteristics:

Sizes: 4′ x 4′ (1.22 m x 1.22 m) – 4′ x 8′ (1.22 m x 2.44 m) available upon request

Thickness: ½" – 4½" (12.7 mm – 114.3 mm) in a single layer

Slope: 1/16" (1.6 mm), ⅛" (3.2 mm), 3/16" (4.8 mm), ¼" (6.35 mm), ⅜" (9.5 mm), ½" (12.7 mm)

Codes and Compliance:

- Meets the requirements of ASTM C1289 Type II, Class 1, Grade 2 (20 PSI) and Grade 3 (25 PSI)
- FM Approved; consult RoofNav.com for specific assemblies
- Classified by UL in accordance with ANSI/UL 1256, 790 and 263. Refer to UL Product iQ for specific assemblies
- UL Evaluation Report UL ER1306-03
- Miami-Dade County Product Control Approved
- State of Florida Approved
- Meets the requirements of CAN/ULC 704.1 Type 2, Class 3 or Type 3, Class 3
- UL (Canada) Evaluation Report ULC 1306*
- For additional information contact GAF at 877-423-7663 or designservices@gaf.com

CLASSIFIED UL · FM APPROVED · MIAMI-DADE COUNTY APPROVED

* GAF manufacturing facilities in UT and PA.

Tapered Design Team:

Our Tapered Design Group specialists are available within your region to assist you in all aspects of preplanning, design, and training. Reach out at tdg@GAF.com or 866-207-7123.

Our services include:

- Conceptual design assistance
- Quote review and comparison
- Plan and spec review
- Alternate design recommendations
- Job startups, trainings, and presentations

Sustainability:

- Manufactured with EPA-compliant blowing agents containing no CFCs or HCFCs, zero ozone depletion potential (ODP) and negligible global warming potential (GWP)
- Green Circle Certified® for Recycled Content
- Potential LEED® Credits for Polyiso Use
- Health Product Declaration (HPD)
- UL GreenGuard Gold
- Environmental Product Declaration (EPD) (Industry)

GREENGUARD GOLD · hpdc MEMBER · GreenCircle CERTIFIED

For more information go to gaf.com/green

Bid 24-23 Construction - Appendix A
YRCC Expansion
City Issued Bid

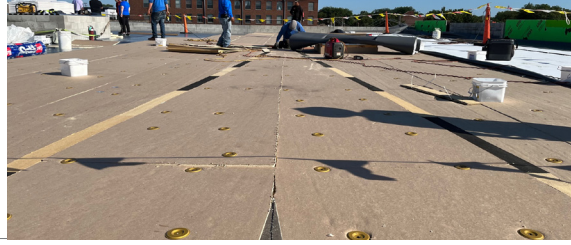
Visit **gaf.com**

We protect what matters most™

EnergyGuard™

Tapered

Polyiso Insulation



TYPICAL PHYSICAL PROPERTY DATA CHART*

Property	Test Method	Value
Compressive Strength	ASTM D1621	Grade 2 – 20 psi min (138 kPa) or Grade 3 – 25 psi min (172 kPa)
Dimensional Stability Change (length + width)†	ASTM D2126	< 2% linear change
Flexural Strength	ASTM C203	40 psi min (275 kPa)
Tensile Strength	ASTM C209	500 psf min (24 kPa)
Water Absorption (percent by volume)	ASTM C209	1.5% max
Water Vapor Permeance	ASTM E96, Procedure A	1.5 perm max (85.8 ng/Pa•s•m²)
Service Temperature		-100° F to 250° F (-73.3° C to 121.1° C)
Flame Spread Index‡	ASTM E84	< 75*
Smoke Developed Index	ASTM E84	< 200*

* Foam Core † Stated dimensional stability tolerance: thickness shall not diminish by more than 4% max.

‡ These numerical ratings are not intended to reflect hazards presented by these or any other material under actual fire conditions.

TAPERED POLYISO PHYSICAL CHARACTERISTICS AND SHIPPING INFORMATION

Physical Characteristics				Shipping Information (4' x 4') (1.22 m x 1.22 m)				
Slope	Thickness (Inches/Millimeters)	Size§	Average Thickness (Inches/Millimeters)	Board Feet Per Panel	Boards/ Bundle	Boards/ Truck	Bundle/ Truck	Sq. Ft. Per Truck
1/16" (1.6 mm)	0.5 – 0.75 (12.7 – 19.1)	1	0.625 (15.9)	10	72	3,456	48	55,296 (5,137 sq. m)
	0.75 - 1.0 (19.1 - 25.4)	2	0.875 (22.2)	14	52	2,496	48	39,936 (3,710 sq. m)
	1.0 - 1.25 (25.4 - 31.8)	3	1.125 (28.6)	18	40	1,920	48	30,720 (2,854 sq. m)
	1.25 - 1.5 (31.8 - 38.1)	4	1.375 (34.9)	22	32	1,536	48	24,576 (2,283 sq. m)
	1.5 - 1.75 (38.1 - 44.5)	5	1.625 (41.3)	26	28	1,344	48	21,504 (1,998 sq. m)
	1.75 - 2.0 (44.5 - 51.0)	6	1.875 (47.6)	30	24	1,152	48	18,432 (1,712 sq. m)
	2.0 - 2.25 (51.0 - 57.2)	7	2.125 (54.0)	34	20	960	48	15,360 (1,427 sq. m)
	2.25 - 2.5 (57.2 - 64.0)	8	2.375 (60.3)	38	18	864	48	13,824 (1,284 sq. m)
1/8" (3.2 mm)	0.5 - 1.0 (12.7 - 25.4)	AA	0.75 (19.1)	12	64	3,072	48	49,152 (4,566 sq. m)
	1.0 - 1.5 (25.4 - 38.1)	A	1.25 (31.8)	20	38	1,824	48	29,184 (2,711 sq. m)
	1.5 - 2.0 (38.1 - 51.0)	B	1.75 (44.5)	28	26	1,248	48	19,968 (1,855 sq. m)
	2.0 - 2.5 (51.0 - 64.0)	C	2.25 (57.2)	36	20	960	48	15,360 (1,427 sq. m)
	2.5 - 3.0 (64.0 - 76.2)	D	2.75 (70.0)	44	16	768	48	12,288 (1,142 sq. m)
	3.0 - 3.5 (76.2 - 89.0)	E	3.25 (82.6)	52	14	672	48	10,752 (999 sq. m)
	3.5 - 4.0 (89.0 - 102.0)	F	3.75 (95.3)	60	12	576	48	9,216 (856 sq. m)
	4.0 - 4.5 (102.0 - 114.3)	FF	4.25 (108.0)	68	10	480	48	7,680 (713 sq. m)
3/16" (4.8 mm)	0.5 - 1.25 (12.7 - 31.8)	JJ	0.875 (22.2)	14	50	2,400	48	38,400 (3,567 sq. m)
	1.25 - 2 (31.8 - 51.0)	KK	1.625 (41.3)	26	26	1,248	48	19,968 (1,855 sq. m)
	2.0 - 2.75 (51.0 - 70.0)	LL	2.375 (60.3)	38	20	960	48	15,360 (1,427 sq. m)
	2.75 - 3.5 (70.0 - 89.0)	MM	3.125 (79.4)	50	15	720	48	11,520 (1,070 sq. m)
	1.0 - 1.75 (25.4 - 44.5)	J	1.375 (34.9)	22	34	1,632	48	26,112 (2,426 sq. m)
	1.75 - 2.5 (44.5 - 64.0)	K	2.125 (54.0)	34	22	1,056	48	16,896 (1,570 sq. m)
	2.5 - 3.25 (64.0 - 82.6)	L	2.875 (73.0)	46	16	768	48	12,288 (1,142 sq. m)
	3.25 - 4.0 (82.6 - 102.0)	M	3.625 (92.1)	58	12	576	48	9,216 (856 sq. m)
1/4" (6.35 mm)	0.5 - 1.5 (12.7 - 38.1)	X	1.0 (25.4)	16	48	2,304	48	36,864 (3,425 sq. m)
	1.5 - 2.5 (38.1 - 64.0)	Y	2.0 (51.0)	32	24	1,152	48	18,432 (1,712 sq. m)
	2.5 - 3.5 (64.0 - 89.0)	Z	3.0 (76.2)	48	16	768	48	12,288 (1,142 sq. m)
	3.5 - 4.5 (89.0 - 114.3)	ZZ	4.0 (102.0)	64	12	576	48	9,216 (856 sq. m)
	1.0 - 2.0 (25.4 - 51.0)	G	1.5 (38.1)	24	32	1,536	48	24,576 (2,283 sq. m)
	2.0 - 3.0 (51.0 - 76.2)	H	2.5 (64.0)	40	18	864	48	13,824 (1,284 sq. m)
	3.0 - 4.0 (76.2 - 102.0)	I	3.5 (89.0)	56	12	576	48	9,216 (856 sq. m)
3/8" (9.5 mm)	0.5 - 2.0 (12.7 - 51.0)	SS	1.25 (31.8)	20	38	1,824	48	29,184 (2,711 sq. m)
	2.0 - 3.5 (51.0 - 89.0)	TT	2.75 (69.9)	44	16	768	48	12,288 (1,142 sq. m)
	1.0 - 2.5 (25.4 - 64.0)	S	1.75 (44.5)	28	27	1,296	48	20,736 (1,926 sq. m)
1/2" (12.7 mm)	0.5 - 2.5 (12.7 - 64.0)	Q	1.5 (38.1)	24	32	1,536	48	24,576 (2,283 sq. m)
	2.5 - 4.5 (64.0 - 114.3)	QQ	3.5 (89.0)	56	12	576	48	9,216 (856 sq. m)
	1.0 - 3.0 (25.4 - 76.2)	XX	2.0 (51.0)	32	22	1,056	48	16,896 (1,570 sq. m)

§ Availability for these tapered panel systems may vary for each region.

Bid 24-23, Construction - Appendix A
YRCC Expansion
City Issued Bid

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Georgia-Pacific

DensDeck® Prime Roof Board with EONIC™ TECHNOLOGY

Appendix A
Bid 24-25, Construction - YRCC Expansion
City Issued Bid

Description

DensDeck® Prime Roof Board is a reinforced gypsum panel with a moisture-resistant core and coated glass mat facers. DensDeck® Prime Roof Board face and back mat provide compatibility, uniform application, and consistent performance with most roofing adhesives.[1] DensDeck® Prime Roof Board provides a high level of moisture resistance through the use of GP's patented EONIC™ Technology, and enhances the overall wind resistance[2] of an assembly while also increasing the hail and puncture resistance of the membrane as compared with systems with no cover board.[2] For full application instructions, please consult the applicable specification manual for the system being installed (available at gaf.com).

Primary Uses

DensDeck® Prime Roof Board is compatible with many types of roofing products, including: modified asphalt, single-ply, metal systems, re-cover board, polyisocyanurate, and polystyrene insulation. DensDeck® Prime Roof Board can also be used as a form board for poured gypsum concrete decks in roof applications as well as a substrate for spray foam roofing systems. DensDeck® Prime Roof Board with thicknesses of 1/2" (12.7 mm) and 5/8" (15.9 mm) may also be used in vertical applications as a backer board or liner for the roof side of parapet walls.

DensDeck® Prime Roof Board may also allow the bonding of hot-mopped, cold mastic, and torched modified bitumen directly to the surface. For information on this application, contact GAF Technical Support at 1-877-GAF-ROOF or technicalquestions@gaf.com.

Standards and Codes Approvals

DensDeck® Prime Roof Boards are manufactured to meet ASTM C1177 and have the following approvals:

- State of Florida Approved
- Miami-Dade County Product Control Approved

Recommendations and Limitations

DensDeck® Prime Roof Boards are manufactured for use in a properly designed roof system installed in accordance with good roofing practices. The selection of DensDeck® Prime Roof Board as a roofing component in any system or assembly is the responsibility of the design professional. For full application instructions, please visit gaf.com for the applicable specification manual for the system being installed.

The need for a separator sheet between the DensDeck® Prime Roof Board and the roofing membrane must also be determined by the design professional.

Confirm any priming requirements with GAF prior to installation. When applying solvent-based adhesives or primers, allow sufficient time for the solvent to flash off to avoid damage to roofing components. DensDeck® Prime Roof Boards should not be subjected to abnormal or excessive loads or foot traffic, such as, but not limited to, use on plaza decks or under steel-wheeled equipment that may fracture or damage the panels. Take appropriate measures to protect the roofing system from physical damage (for example, laying plywood or OSB when heavy equipment will be moved across the roof).

When using DensDeck® Prime Roof Boards for hot-mopped applications, a maximum asphalt application temperature of 425°F (218°C) – 450°F (232°C) is recommended. Application temperatures above these recommended temperatures may adversely affect roof system performance. For full application instructions, please consult the applicable specification manual for the system being installed, available at gaf.com. When using DensDeck® Prime Roof Board as a substrate for torch applications, ensure that the product is dry and that the proper torching and safety requirements are followed by professionals experienced in torch applications. Limit the heat to the DensDeck® Prime Roof Board. Maintain a majority of the torch flame directly on the roll.

Installaton conditions such as inclement weather conditions, dew, application temperatures outside of the designated installation temperature range, and improper installation techniques may cause adverse effects in roofing systems.

Handling and Use – CAUTION

WARNING: Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Do not breathe dust. Do not get this material in contact with eyes. Do not taste or swallow. Avoid prolonged exposure. Observe good industrial hygiene practices. Use only in well-ventilated areas. Wear appropriate NIOSH/MSHA approved dust mask or filtering facepiece if dust is generated. Do not eat or drink while using the product. Wash hands before eating, drinking, or smoking. See the product Safety Data Sheet for more information.

Moisture Management

DensDeck® Prime Roof Boards, like other components used in roofing systems, must be protected from exposure to moisture before, during, and after installation.

Remove the plastic packaging from all DensDeck® Prime Roof Board immediately upon receipt of delivery. Failure to remove the plastic packaging may result in entrapment of condensation or moisture inside the packaging. DensDeck® Prime Roof Board stored outside must be stored level and off the ground and protected by a breathable waterproof covering. DensDeck® Prime Roof Board must be covered with roofing material the same day it's installed.

Although DensDeck® Prime Roof Boards are engineered with fiberglass facings and high-density gypsum cores, the presence of free moisture can have a detrimental effect on the performance of the product and the installation of roofing membranes.

For example, hot asphalt applications can blister; torched modified bitumen may not properly bond; and adhesives for single-ply membranes may not dry and bond properly. Moisture accumulation may also significantly decrease wind uplift and vertical pull resistance in the system or assembly.

(continued on next page)

[1] *GAF warranties and guarantees provide coverage for wind speeds up to 55 miles per hour only. See applicable guarantee or warranty, available at gaf.com, for complete coverage and restrictions. Enhanced wind coverage may be available for purchase for eligible systems. Contact GAF for more information.*

[2] *GAF warranties and guarantees do not provide coverage against hail except where additional hail or puncture resistance coverage is purchased on eligible jobs. Refer to gaf.com for more information on warranty and guarantee coverage and restrictions.*

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GAF

Georgia-Pacific

DensDeck® Prime Roof Board with EONIC™ TECHNOLOGY

Fire Resistance Classifications

DensDeck® Prime Roof Boards are excellent fire barriers over combustible and noncombustible roof decks, including steel decks.

UL 790 Classification. DensDeck® Prime Roof Boards have been classified by Underwriters Laboratories LLC (UL) for use as a fire barrier over combustible and noncombustible decks in accordance with the ANSI/UL 790 and ULC CAN-S114 test standard. The UL classification includes a comprehensive Class A, B, or C rating. For additional information concerning the UL 790 classification, see UL Product IQ at productiq.ulprospector.com/.

UL 1256 Classification. DensDeck® Prime Roof Boards have also been classified by UL in roof deck constructions for internal (under deck) fire exposure in accordance with the ANSI/UL1256 Steiner Tunnel test. For additional information concerning the UL1256 classification, consult UL Product IQ at productiq.ulprospector.com/.

FM Class 1 Approvals. DensDeck® Prime Roof Boards are included in numerous roofing assemblies with a Factory Mutual (FM) Class 1 fire rating. ¼" ((6.4 mm) DensDeck® Prime Roof Boards have passed testing under the FM Calorimeter Standard 4450 and have been approved by FM as such for insulated steel deck roofs when installed according to the conditions identified by FM. For more information concerning FM Approvals and FM Class 1 assemblies with DensDeck® Prime Roof Boards, consult FM or see roofnav.com for specific assemblies.

Type X. 5/8" (15.9 mm) DensDeck® Prime Roof Boards are manufactured to meet the "Type X" requirements of ASTM C1177 for increased fire resistance beyond regular gypsum board.

UL Fire Resistance Ratings. 5/8" (15.9 mm) DensDeck® Prime Roof Boards are designated as Type DD by UL and included in assembly designs investigated by UL for hourly fire resistance ratings. 5/8" (15.9 mm) DensDeck® Prime Roof Boards may also replace any unclassified 5/8" (15.9 mm) gypsum board in an assembly in the UL Fire Resistance Directory under the prefix "P."

Flame spread and smoke developed. When tested in accordance with ASTM E84, DensDeck® Prime Roof Boards had Flame Spread 0, Smoke Developed 0.

Wind Uplift

DensDeck® Prime Roof Boards are included in numerous assemblies evaluated by FM or other independent laboratories for wind uplift performance. For information concerning such assemblies, please visit roofnav.com.

Appendix A
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PHYSICAL PROPERTIES

PROPERTIES	¼" (6.4 mm)	½" (12.7 mm)	5/8" (15.9 mm)
Thickness, nominal	¼" (6.4 mm) ± 1/16" (1.6 mm)	½" (12.7 mm) ± 1/32" (0.8 mm)	5/8" (15.9 mm) ± 1/32" (0.8 mm)
Width, standard	4' (1,219 mm) ± 1/8" (3 mm)	4' (1,219 mm) ± 1/8" (3 mm)	4' (1,219 mm) ± 1/8" (3 mm)
Length, standard	4' (1,219 mm) & 8' (2,438 mm) ± ¼" (6.4 mm)	4' (1,219 mm) & 8' (2,438 mm) ± ¼" (6.4 mm)	4' (1,219 mm) 8' (2,438 mm) ± ¼" (6.4 mm)
Weight nominal, lb./sq. ft. (kg/m²)	1.2 (5.9)	2.0 (9.8)	2.5 (12.2)
Surfacing	Fiberglass mat with non-asphaltic coating	Fiberglass mat with non-asphaltic coating	Fiberglass mat with non-asphaltic coating
Flexural Strength[1], parallel, lbf. min. (N)	≥40 (178)	≥80 (356)	≥100 (444)
Flute Spanability[2]	2 5/8" (66.7 mm)	5" (127 mm)	8" (203 mm)
Permeance[3], Perms (ng/Pa•S•m²)	>30 (>1710)	>23 (>1300)	>17 (>970)
R-Value[4], ft²•°F•hr/BTU (m²•K/W)	.28	.56	.67
Lineal Variation with Change in Temp., in/in °F (mm/mm/°C)	8.5 x 10^5 (15.3 x 10^6)	8.5 x 10^5 (15.3 x 10^6)	8.5 x 10^5 (15.3 x 10^6)
Lineal Variation with Change in Moisture	6.25 x 10^6	6.25 x 10^6	6.25 x 10^6
Water Absorption[5], % max	5	5	5
Compressive Strength[5], psi nominal	900	900	900
Surface Water Absorption, grams, nominal[1]	1.0	1.0	1.0
Flame Spread, Smoke Developed (ASTM E84, UL 723, CAN/ULC-S102)	0/0	0/0	0/0
Bending Radius	4' (1,219 mm)	6' (1,829 mm)	8' (2,438 mm)

[1] Tested in accordance with ASTM C473 method B.
[2] Tested in accordance with ASTM E661.
[3] Tested in accordance with ASTM E96 (dry cup method).
[4] Tested in accordance with ASTM C518 (heat flow meter).
[5] Specified values per ASTM C1177.
[6] Tested in accordance with ASTM C473.

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DEXcell FA™ Glass Mat Roof Board (1 of 3)

Description

DEXcell FA™ Glass Mat Roof Board has heavy-duty coated fiberglass facers with a gypsum core that meets or exceeds ASTM C1177 for moisture resistance and both ASTM G21 and ASTM D3273 for mold resistance.[1] This gypsum panel can be used as a substrate board, thermal barrier, and/or cover board for commercial roofing applications.

The precoated facers' sealed surface technology can help improve the coverage and performance of membrane adhesives as compared with systems with no coverboard. DEXcell FA™ Glass Mat Roof Boards may also eliminate the need for a field primer. For more information, please consult the applicable system specification manual, available at gaf.com. They score and cut easily, and are specially coated on the front, back, and sides to help reduce fiber fly and irritation, making for easy handling.

DEXcell FA™ Glass Mat Roof Board can be used in a wide variety of roofing systems — including adhered single-ply, modified bitumen, and liquid-applied membrane or coatings systems; spray foam systems; and metal roofs. It can also be used as a UL Class A thermal barrier as fire protection from below.

Primary Uses

- Substrate board and thermal protection in roofing assemblies providing increased fire resistance pursuant to ANSI/UL 790 and increased protection from sound transmission as compared with systems with no cover board
- Substrate for a vapor retarder and/or continuous substrate for the application of roofing membranes
- Insulation cover board in roofing assemblies to protect and support the roof membrane and provide protection against membrane damage due to roof traffic and hail or other impact pursuant to FM 4470[2]

Advantages

- Scores and snaps easily
- Sealed surface technology

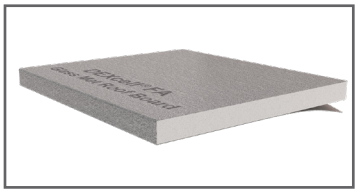
Standards and Codes Approvals/ Certifications

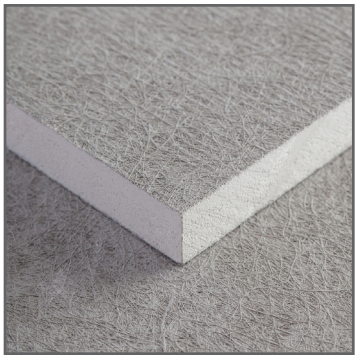
- Meets ASTM C1177
- Meets FM Class 1 per FM 4470 and UL Class A fire ratings for roofing systems up to unlimited slope per UL 790/ULC S107. Refer to FM Approvals at RoofNav.com and UL Product iQ (iq.ulprospector.com/info/) for actual assemblies.
- Achieves GREENGUARD Certification. For more information,visit ul.com/gg.
- Approved component in specific UL fire-rated designs. Refer to UL Product iQ (iq.ulprospector.com/info/) for actual assemblies.
- Tested in accordance with ULC CAN-S126 and FM 4450 for use as part of a class A, B, or C roof covering assembly, requiring no additional thermal barrier as per IBC 2603.4.1.5
- Tested in accordance with ASTM D3273 for Resistance to Growth of Mold

Recommendations and Limitations

General

- Examine and inspect deck substrate to which roof boards are to be applied. Correct defects prior to installation.
- Provide minimum 1/4 in. (6.4 mm) clearance between boards and adjacent concrete or masonry to minimize wicking of moisture
- Install fire-rated assemblies in accordance with the details found in the UL Fire Resistance Directory; consult UL Product IQ at productiq.ulprospector.com/
- See Physical Properties chart for maximum flute span when panels are applied directly over metal decking
- Do not use panels as a nailing base (they are nonstructural)





[1] GAF warranties and guarantees do not warrant or guarantee moisture resistance or provide coverage against mold or other biological growth. Refer to gaf.com for more information on warranty and guarantee coverage and restrictions.

[2] GAF warranties and guarantees do not provide coverage against hail or other impact. See applicable guarantee or warranty, available at gaf.com, for complete coverage and restrictions. Hail or puncture resistance coverage may be available for purchase for eligible systems. Contact GAF for more information.

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DEXcell FA™ Glass Mat Roof Board (2 of 3)

Wind Uplift[3]

- DEXcell FA™ Glass Mat Roof Boards are included in numerous assemblies evaluated by Factory Mutual Global (FM) and other independent laboratories for wind-uplift performance. For information concerning such assemblies, please visit roofnav.com.
- Install using fasteners or adhesives specified in accordance with system requirements. Install approved fasteners with plates into the board. Install fasteners and adhesives in compliance with GAF installation recommendations and FM Property Loss Prevention Data Sheet 1-29. Proper fastener spacing or adhesive application is essential to achieve wind-uplift performance. For full application instructions, please consult the applicable system specification manual (available at gaf.com).
- Locate board edge joints on, and end joints parallel to, metal deck ribs. Stagger end joints of adjacent lengths of DEXcell FA™ Glass Mat Roof Board. In typical installations, butt board edges and ends loosely.

Safety

- Consult the SDS for this product, available at gaf.com, before use
- Installers should wear long pants and a long-sleeved, loose-fitting shirt
- Use protective gloves and special eye protection (goggles or safety glasses with side shield). Do not use a power saw to cut these products.
- Caution: Because this product contains fiberglass, dust and glass fibers may be released during normal handling, which could result in eye or skin irritation or cause difficulty in breathing. Whenever possible, avoid contact with the skin and eyes and avoid breathing dust or fibers that may be released during installation.

Handling and Use

- DEXcell FA™ Glass Mat Roof Boards are engineered to perform within a properly designed roof system. Their suitability for use in a particular roofing system is the responsibility of the design professional.
- Roof assemblies containing DEXcell FA™ Glass Mat Roof Boards should be designed to control vapor drive and moisture
- Although DEXcell FA™ Glass Mat Roof Boards are engineered with coated fiberglass facers and high-density gypsum cores, the presence of free moisture can have an adverse effect on product performance and may compromise the installation of additional roofing system components
- Moisture accumulation may also significantly decrease wind uplift and vertical pull resistance in the system or assembly. Boards that contain disproportionate free moisture content may require replacement.
- Do not expose to inclement weather conditions, dew, improper installation techniques, or moisture drive conditions that may have adverse effects on the performance of the roof system
- Apply only as much board as can be covered by a watertight roof covering the same day
- Do not apply to wet roofing substrates
- Avoid water exposure during shipping, handling, storage, installation, and after installation of roof boards
- Remove non-breathable shipping wrap material upon receiving and storing roof boards
- Store off the ground and under cover. Store flat. Use sufficient supports extending under the entire length of roof boards to prevent sagging.
- Keep dry to minimize the potential for mold growth. Take adequate care while transporting, storing, applying, and maintaining roof boards.

[3] GAF warranties and guarantees provide coverage for wind speeds up to 55 miles per hour only. See applicable guarantee or warranty, available at gaf.com, for complete coverage and restrictions. Enhanced wind coverage may be available for purchase for eligible systems. Contact GAF for more information.

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DEXcell FA™ Glass Mat Roof Board (3 of 3)

Handling and Use Cont.

- Do not apply roof boards with visible signs of moisture damage or mold growth

For full application instructions, please consult the applicable specification manual for the system being installed, available at gaf.com. For additional information on application, contact GAF Technical Support at 1-877-GAF-ROOF or technicalquestions@gaf.com.

Physical Properties Data Chart*

Physical Properties	1/4" DEXcell FA™ Glass Mat	1/2" DEXcell FA™ Glass Mat	5/8" DEXcell FA™ Glass Mat
Thickness[1], Nominal	1/4" (6.4 mm)	1/2" (12.7 mm)	5/8" (15.9 mm)
Width[1], Nominal	4' (1,219 mm)	4' (1,219 mm)	4' (1,219 mm)
Length[1], Standard	4' (1,219 mm), 8' (2,438 mm)	4' (1,219 mm), 8' (2,438 mm)	8' – 12' (2,438 mm)
Weight, Nominal	1.2 lbs. / sq. ft. (5.9 k/m²)	2.0 lbs. / sq. ft. (10 k/m²)	2.5 lbs. / sq. ft. (12 k/m²)
Edges[1]	Square	Square	Square
Flexural Strength[1], Parallel	≥ 40 lbf. (178 N)	≥ 80 lbf. (356 N)	≥ 100 lbf. (445 N)
Bending Radius	4' (1,219 mm)	6' (1,829 mm)	8' (2,438 mm)
Thermal Resistance[4]	R = .23	R = .43	R = .5
Permeance[5]	25 perms	24 perms	23 perms
Water Absoption[1] (% of weight)	≤ 5%	≤ 5%	≤ 5%
Surface water absorption	≤ 1.0g	≤ 1.0g	≤ 1.0g
Surfacing	Coated Fiberglass	Coated Fiberglass	Coated Fiberglass
Flute Spanability[6]	2-5/8" (66.7 mm)	5" (127 mm)	8" (203 mm)
Compressive Strength[7]	900 psi	900 psi	900 psi
Mold Resistance[8], ASTM D3273	Score of 10	Score of 10	Score of 10
Product Standard Compliance	ASTM C1177	ASTM C1177	ASTM C1177
Fire-Resistance Characteristics			
Core Type	Regular	Regular	Type X
UL Type Designation	FSW-6	FSW-6	FSW-6
Combustibility[2]	Non-combustible	Non-combustible	Non-combustible
Surface Burning Characteristics[3]	Class A	Class A	Class A
Flame Spread[3]	0	0	0
Smoke Development[3]	0	0	0
Fire Classification	UL Classified, FM Approved	UL Classified, FM Approved	UL Classified, FM Approved

Applicable Standards and References

ASTM C473 Standard Test Methods for Physical Testing of Gypsum Panel Products
ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
ASTM C1177 Standard Test Method for Glass Mat Gypsum Substrate for Use as Sheathing
ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
Chamber ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials
ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials
ASTM E119 Standard Test Methods for Fire Tests of Building Construction and Materials
ASTM E136 Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750˚C
ASTM E661 Standard Test Method for Performance of Wood and Wood-Based Floor and Roof Sheathing Under Concentrated Static and Impact Loads
Gypsum Association, GA-238, Guidelines for Prevention of Mold Growth on Gypsum Board
Gold Bond Building Products, LLC Manufacturer Standards, NGC Construction Guide

[1] Specified values per ASTM C1177, tested in accordance with ASTM C473
[2] Tested in accordance with ASTM E136
[3] Tested in accordance with ASTM E84
[4] Tested in accordance with ASTM C518.
[5] Tested in accordance with ASTM E96
[6] Tested in accordance with ASTM E661
[7] Tested in accordance with ASTM C473, annex X3
[8] Tested in accordance with ASTM D3273 and rated in accordance with ASTM D3274

Packaging

4' x 4' DEXcell FA™ Glass Mat	1/4"	1/2"	5/8"
Pieces per pallet	60	48	44
Sq. ft. per pallet	960	768	704
Weight per pallet	1,200	1,612	1,964
Sq. ft. per truck	38,400	23,040	16,900
Weight per truck, lbs.	48,000	48,384	47,139
4' x 8' DEXcell FA™ Glass Mat	**1/4"**	**1/2"**	**5/8"**
Pieces per pallet	44	30	30
Sq. ft. per pallet	1,408	960	960
Weight per pallet	1,760	2,016	2,678
Sq. ft. per truck	38,020	23,040	17,280
Weight per truck, lbs.	47,520	48,384	48,211

** Values stated are approximate and subject to normal manufacturing variation. These values are not guaranteed and are provided solely as a guide.*

NOTE: *Any protective plastic factory packaging that is used to wrap DEXcell FA™ Glass Mat Roof Boards for shipment is intended to provide temporary protection from exposure to moisture only, and is not intended to provide protection during storage after delivery.*

National Gypsum Company is the exclusive service provider for products manufactured by Gold Bond Building Products, LLC.

This DEXcell FA™ Glass Mat product is manufactured by Gold Bond Building Products, LLC.

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GAF EverGuard® TPO

45-Mil **60**-Mil **80**-Mil

Durable. Efficient. Proven.

GAF knows thermoplastic polyolefin (TPO). Our EverGuard® TPO membrane construction has remained unchanged for decades. It's just one of the reasons we've sold more than 6 billion square feet. EverGuard® TPO offers flexibility, durability, UV reflectivity, and heat-sealable properties. It's inherently fungal resistant* and flexible without using plasticizers.

Competitive pricing and a 20-plus-year track record for performance make TPO the most popular option in the commercial roofing industry and specialized training from GAF Roofing It Right videos and CARE classes add to GAF's unmatched technical support.

Installation:

EverGuard® TPO is suitable for all types of single-ply systems:

- **Mechanically Attached** — for a quick and cost-effective system that can be installed practically year-round.
- **Induction Welded** — can be applied without using adhesives and installed practically year round. Qualifies for the same guarantee length as an adhered system.†
- **Adhered** — can be installed with EverGuard® TPO Quick Spray, EverGuard® TPO Quick Spray LV50, EverGuard® TPO Low VOC Bonding Adhesive, EverGuard® TPO 3 Square Low VOC Bonding Adhesive, EverGuard® TPO SBA 1121 Bonding Adhesive, or EverGuard® WB 181 Bonding Adhesive for the smoothest appearance.

Features:

EverGuard® TPO offers the following:

- Endures 2 to 2.5 times the industry standard, depending on thickness (ASTM D6878 weather resistance test).
- Offers guarantees for eligible systems up to 20 years for 45 mil, 25 years for 60 mil, and 30 years for 80 mil.†
- Available in 12' rolls to cover more area with fewer rolls and seams.
- Allows for heat-welded seams that provide greater seam strength to taped and other seams.
- Creates a highly reflective and emissive white roof that can help reduce cooling costs‡ and urban heat island effect. (white, energy tan and energy gray only)

TPO Field Study:
As a relatively new roof technology, TPO performance was proven mostly in lab studies. So when real-world TPO systems started approaching 20-year marks, GAF acquired and analyzed EverGuard® TPO samples across the United States. We found 8- to 16-year-old TPO roofs to be performing well and in most instances, meeting the current ASTM D6878-19 requirements for new membranes. Download the study from GAF.com.

MADE IN THE U.S.A.
WITH DOMESTIC AND IMPORTED MATERIALS.
AMERICAN JOBS IN AMERICAN FACTORIES.

* Meets ASTM G21. GAF warranties and guarantees do not provide coverage against fungi or other biological growth. Refer to gaf.com for more information on warranty and guarantee coverage and restrictions.

† Additional requirements apply. Contact GAF for more information. Refer to sample guarantees, available at gaf.com, for complete coverage and restrictions.

‡ Energy cost savings are not guaranteed and the amount of savings may vary based on climate zone, utility rates, radiative properties of roofing products, insulation levels, HVAC equipment, efficiency and other factors.

Accessories:

EverGuard® TPO prefabricated accessories deliver consistent quality and eliminate the worry and problems often associated with field fabrication. They can also boost productivity while reducing labor.

- **Coated Speedtite™ and Hercules® Drain** — TPO-coated flange for direct hot-air welding of TPO roof membranes.
- **Corner Curb Wrap** — Four standard sizes to flash 24", 36", 48", and 60" curbs.
- **Fluted Corner** — For use in flashing outside corners of base and curb flashing.
- **Inside Corner** — Manufactured to accommodate inside corners of base or curb flashing.
- **Preformed Split Pipe Boot** — Three standard sizes accommodate most pipes and conduits.
- **Preformed Vent Boot** — Accommodates most common pipes and conduits from 1" (25.4 mm) to 6" (152 mm).
- **Scupper** — Heat-welds to the scupper for a strong, secure installation.
- **Split Pourable Sealant Pocket** — Cuts to size and offers a low profile to help seal varying penetrations with less sealant.
- **Square Tube Wrap** — Tube wraps are split with overlaps to wrap around square or rectangular tubing.
- **T-Joint Cover Patches** — Conforming seal for use over T-joints in 60- and 80-mil membrane applications.
- **TPO Cover Tape** — Self-adhered TPO ideal for stripping-in TPO and edge metal.
- **Universal Corner** — Accommodates both inside and outside corners of base and curb flashings.
- **Vent** — For use in venting low-slope mechanically attached roofs.
- **Walkway Roll** — Heat-welds directly to TPO membrane or installs with seam tape. Available in gray and yellow.

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GAF EverGuard® TPO

45-Mil **60**-Mil **80**-Mil

Physical Properties (ASTM D 6878)					
Type	ASTM Test Method	ASTM D 6878 Minimum	EverGuard® TPO Test Values (approx.)*		
			45 mil	60 mil	80 mil
TPO Nominal Thickness	ASTM D 751	0.039"	0.045" (1.14 mm)	0.060" (1.52 mm)	0.080" (2.03 mm)
Thickness Over Scrim	ASTM D 7635	0.015"	15.8 mil (nominal)	24.1 mil (nominal)	31.4 mil (nominal)
Breaking Strength	ASTM D 751 Grab Method MD	220 lbf	375 lbf x 330 lbf (559 x 492 kg/m)	400 lbf x 360 lbf (596 x 536 kg/m)	440 lbf x 390 lbf (656 x 581 kg/m)
Elongation at Break	ASTM D 751	15%	30%	30%	30%
Tear Strength	ASTM D 751 (8" x 8" sample)	55 lbf	90 lbf x 120 lbf (134 x 179 kg/m)	70 lbf x 130 lbf (104 x 194 kg/m)	100 lbf x 180 lbf (149 x 268 kg/m)
Brittleness Point	ASTM D 2137	-40 °F	-40 °F	-40 °F	-40 °F
Ozone Resistance	ASTM D 1149	No cracks @ 7x magnification	No visible deterioration @ 7x magnification	No visible deterioration @ 7x magnification	No visible deterioration @ 7x magnification
Properties after Heat Aging	ASTM D573	≤1.5% weight change after 8 weeks @ 275° F, No cracks @ 7x magnification	Pass	Pass	Pass
	UAWS	Total radiation @ 8400 MJ/m² UV, no cracking	Pass	Pass	Pass
Linear Dimensional Change	ASTM D 1204	±1%	0.2%	0.4%	0.4%
Water Absorption	ASTM D 471	±3%	0.7%	0.7%	0.7%
Factory Seam Strength	ASTM D 751	66 lbf	115 lbf (membrane failure) (171 kg/m)	145 lbf (membrane failure) (216 kg/m)	155 lbf (membrane failure) (231 kg/m)
Weather Resistance	ASTM D 155	10,080 kJ/m² at 340 nm, No cracks @ 7x magnification	>20,000 KJ/(m² . nm) at 340 nm	>25,000 KJ/(m² . nm) at 340 nm	>25,000 KJ/(m2 . nm) at 340 nm

Note 1: Certain data is provided in MD (machine direction) x CMD (cross machine direction) format.
Note 2: Values stated are approximate and subject to normal manufacturing variation. These values are not guaranteed and are provided solely as a guide..

Additional Physical Properties					
Puncture Resistance	FTM 101 C Method 2031	Not established	>350 lb. (159 kg)	>380 lb. (172 kg)	>380 lb. (172 kg)
Permeance	ASTM E96	Not established	<0.08 Perms	<0.08 Perms	<0.08 Perms
Guarantee			Up to 20 years	Up to 25 years	Up to 30 years

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Sustainability Ratings/Certifications

Cool Roof Rating Council (CRRC)

Color	Rated Product ID#	Initial			Aged		
		Solar Reflectance (ASTM C 1549)	Thermal Emittance (ASTM C 1371)	Solar Reflectance Index (ASTM E 1980)	Solar Reflectance (ASTM C 1549)	Thermal Emittance (ASTM C 1371)	Solar Reflectance Index (ASTM E 1980)
White	0676-0001	0.76	0.90	94	0.68	0.83	81
Energy Gray	0676-0045	0.72	0.87	88	0.67	0.90	82
Energy Tan	0676-0039	0.72	0.89	89	0.66	0.89	80

LEED Information	
Manufacturing Location	Mount Vernon, IN, New Columbia, PA, Cedar City, UT, Gainesville, TX

GAF EverGuard® TPO

45-Mil **60**-Mil **80**-Mil

Applicable Standards/Approvals

MIAMI-DADE COUNTY APPROVED	Miami Dade County Product Control Approved	UL Evaluation Report UL ER1306-01	ICC-ES Evaluation Report ESR-4676 (Cedar City, UT only)
FM APPROVED	FM Approved (Refer to FM RoofNav.com for actual assemblies)	Meets or exceeds the requirements of ASTM D6878.	State of Florida Approved
CLASSIFIED UL	Classified by UL in accordance with ANSI/UL 790. (Refer to UL Product iQ for actual assemblies).	Texas Department of Insurance Report RC-122	CRRC Rated — Can be used to comply with 2021 Title 24, Part 6, Cool Roof Requirements of the California Code of Regulations (White only)

Product Data

Roll Size	12′ Roll Size	12′ Roll Weight (Average)	10′ Roll Size	10′ Roll Weight (Average)	8′ Roll Size	8′ Roll Weight (Average)	6′ Roll Size	6′ Roll Weight (Average)	5′ Roll Size	5′ Roll Weight (Average)
EverGuard® TPO 45	12' x 100' (3.66 x 30.5 m) 1,200 sq. ft. (111.5 sq.m)	307 lb. (139 kg)	10' x 100' (3.05 x 30.5 m) 1,000 sq. ft. (92.9 sq.m)	256 lb. (116 kg)	8′ x 100′ (2.43 x 30.5 m) 800 sq. ft. (74.3 sq.m)	204 lb. (93 kg)	6′ x 100′ (1.83 x 30.5 m) 600 sq. ft. (55.7 sq.m)	153 lb. (70 kg)	5′ x 100′ (1.52 x 30.5 m) 500 sq. ft. (46.5 sq.m)	128 lb. (58 kg)
EverGuard® TPO 60	12' x 100' (3.66 x 30.5 m) 1,200 sq. ft. (111.5 sq.m)	386 lb. (175 kg)	10' x 100' (3.05 x 30.5 m) 1,000 sq. ft. (92.9 sq.m)	322 lb. (146 kg)	8′ x 100′ (2.43 x 30.5 m) 800 sq. ft. (74.3 sq.m)	257 lb. (117 kg)	6′ x 100′ (1.83 x 30.5 m) 600 sq. ft. (55.7 sq.m)	194 lb. (88 kg)	5′ x 100′ (1.52 x 30.5 m) 500 sq. ft. (46.5 sq.m)	162 lb. (74 kg)
EverGuard® TPO 80	12' x 100' (3.66 x 30.5 m) 1,200 sq. ft. (111.5 sq.m)	504 lb. (228 kg)	10' x 100' (3.05 x 30.5 m) 1,000 sq. ft. (92.9 sq.m)	420 lb. (191 kg)	8′ x 100′ (2.43 x 30.5 m) 800 sq. ft. (74.3 sq.m)	336 lb. (152 kg)	6′ x 100′ (1.83 x 30.5 m) 600 sq. ft. (55.7 sq.m)	252 lb. (114 kg)	5′ x 100′ (1.52 x 30.5 m) 500 sq. ft. (46.5 sq.m)	210 lb. (95 kg)
Colors	White, Gray, Energy Gray, Slate Gray, Tan, Energy Tan, Desert Tan, Dark Bronze, Dark Brown, Goldenrod, Sky Blue, Regal Blue, Electric Blue, Hartford Green, Patina Green, Regal Red, Terra Cotta.									
Storage	Store on pallets in a clean, dry area at temperatures below 100 °F (38 °C).									
Safety Warning	Membrane rolls are heavy. Employ at least two people to position and install.									

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GAF

EverGuard® TPO SINGLE-PLY ROOFING SYSTEMS

Accessory

TPO Accessories

Description

EverGuard® TPO UN-55 Detailing Membrane provides roofing contractors with an easy-to-install factory-built detail. EverGuard® TPO UN-55 Detailing Membrane is constructed using GAF's proven, durable EverGuard® TPO. This accessory is used as an alternative material for flashing penetrations and corners of base and curb flashing.

- **Cost effective...** Reliability is built in; made with GAF EverGuard® TPO membrane
- **Improved reliability...** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics...** Uniform look

Application

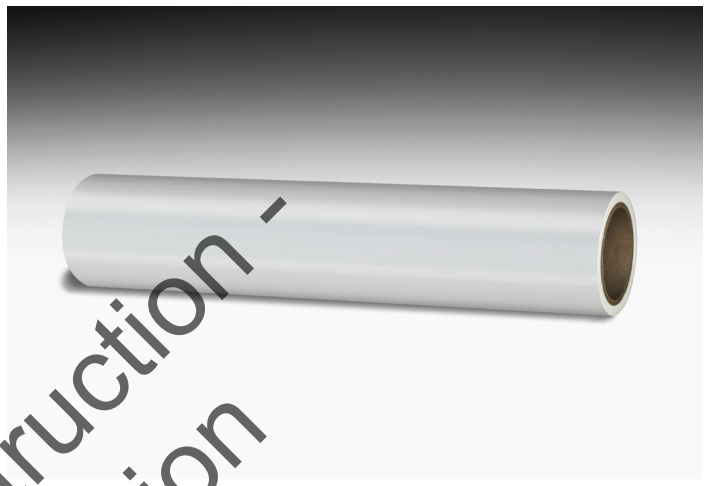
EverGuard® TPO UN-55 Detailing Membrane is designed for use with GAF EverGuard® TPO and EverGuard® Freedom™ Self-Adhering TPO. UN-55 Detailing Membrane may be installed on:

- EverGuard® TPO 45, 60, and 80 mil mechanically attached or fully adhered roofing systems
- EverGuard® Freedom™ TPO 45, 60, and 80 mil self-adhering roofing systems

See published application and specifications manual for detailed instructions.

Product Information

EverGuard® TPO UN-55 Detailing Membrane come standard in White, and is also offered in several additional colors. The membrane is unreinforced, so it's easier to work with at difficult flashing details.



UN-55 Detailing Membrane

- Manufactured to strict specifications
- Designed for ease of installation
- Alternative flashing/reinforcement material for penetrations and corners
- Required wherever preformed vent boots cannot be used

SPECIFICATIONS	
Roll Size:	24" x 50' (610 mm x 15.24 m) rolls
Material:	55 mil unreinforced TPO membrane
SHIPPING SPECIFICATIONS	
Weight per roll:	28 lbs (12.7 kg)

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EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

Accessory

TPO Accessories

Description

EverGuard® TPO 45 Mil Utility Flashing Membrane provides roofing contractors with an easy-to-install factory-built detail. EverGuard® 45 Mil Utility Flashing Membrane is constructed using GAF's proven, durable EverGuard® TPO. This accessory is used to strip-in coated metal flanges and at areas that require a reinforced membrane for flashing.

- **Cost effective…** Reliability is built in
- **Improved reliability…** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

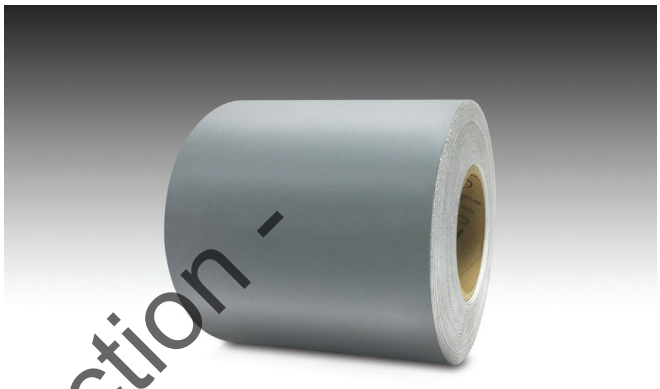
EverGuard® TPO 45 Mil Utility Flashing Membrane is designed for use with GAF EverGuard® TPO and EverGuard® Freedom™ Self-Adhering TPO. 45 Mil Utility Flashing Membrane may be installed on:

- EverGuard® TPO 45, 60, and 80 mil mechanically attached or fully adhered roofing systems
- EverGuard® Freedom™ TPO 45, 60, and 80 mil self-adhering roofing systems

See published application and specifications manual for detailed instructions.

Product Information

EverGuard® TPO 45 Mil Utility Flashing Membrane comes standard in White. The membrane is EverGuard® TPO 45 mil reinforced, so it's durable and versatile.



45 Mil Utility Flashing Membrane

- Manufactured to strict specifications
- Designed for ease of installation
- Used in a variety of flashing details, including stripping-in coated metal

SPECIFICATIONS	
Roll Size:	8" x 100' (203 mm x 30.5 m) rolls
Material:	45 mil reinforced TPO membrane
SHIPPING SPECIFICATIONS	
Weight per roll:	18 lbs (8.2 kg)

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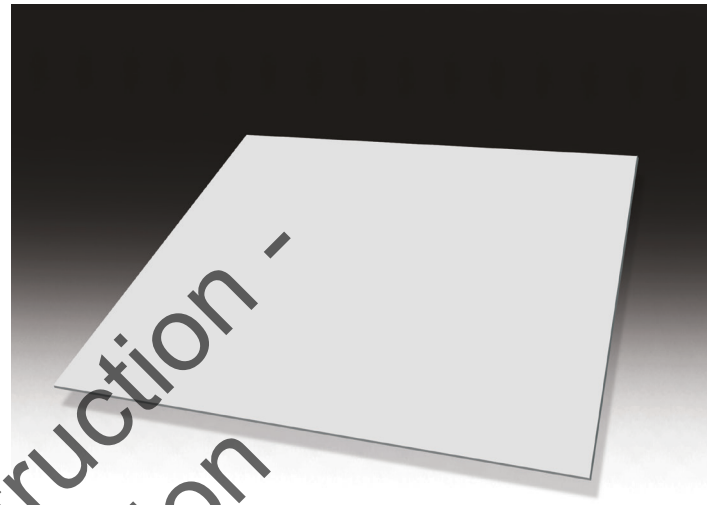
EverGuard® TPO SINGLE-PLY ROOFING SYSTEMS Accessory

TPO Accessories

Description

EverGuard® TPO Coated Metal Sheets are constructed with TPO membrane laminated to galvanized sheet metal.



Product Information

- 24-gauge steel with a 25-mil thick membrane film
- Cuts and forms like standard sheet metal
- Field and flashing TPO membrane heat welds directly to coated metal
- For metal gravel stop and drip edges, metal base and curb flashing, sealant pans, and scupper sleeves
- Available in both EverGuard® and EverGuard Extreme® TPO

EverGuard® TPO Coated Metal Sheets

- 4′ (1.21 m) x 10′ (3.05 m) sheets
- 5, 10, or 30 sheets per pallet; 40 lb. (18.14 kg)/sheet
- Also available in (allow 2 – 4 weeks lead time):
  - Coated Aluminum – 23 lb. (10.43 kg)/sheet
    - 25-mil TPO and 40-gauge corrosion-resistant aluminum
  - Coated Stainless – 40 lb. (18.14 kg)/sheet
    - 25-mil TPO and 24-gauge stainless steel
  - 20-gauge Galvanized – 60 lb. (27.22 kg)/sheet
    - 25-mil TPO and 20-gauge galvanized steel

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DRILL-TEC™ Termination Bars

Description
Drill-Tec™ Termination Bars are designed to terminate single-ply membranes at parapet walls and other penetrations. They are made of extruded aluminum with a mill finish or Series #304 stainless steel alloy with pre-punched holes spaced at 6" (152.4 mm) intervals on 10' (3.05 m) long bars, and are secured using Drill-Tec™ #14 Fasteners or Drill-Tec™ Masonry Anchors.

Products and Packaging

Drill-Tec™ Flat Termination Bar – #453D
Material: 6063-T6 Extruded Aluminum
Dimensions: .09" (2.28 mm) thick x 1" (25.4 mm) wide x 10' (3.05 m) length per bar
Holes: ¼" (6.35 mm) x ⅜" (9.53 mm) pre-punched holes on 6" (152.4 mm) o.c.
Packaging: 50 bars x 10' (3.05 m) pc. per tube. 57 lb. (25.86 kg)

Drill-Tec™ Lip Termination Bar – #453B
Material: 6063-T6 Extruded Aluminum
Dimensions: .09" (2.28 mm) thick x .75" (19 mm) wide x 10' (3.05 m) length per bar
Holes: ¼" (6.35 mm) x ⅜" (9.53 mm) pre-punched holes on 6" (152.4 mm) o.c.
Packaging: 50 bars x 10' (3.05 m) pc. per tube. 57 lb. (25.86 kg)

Drill-Tec™ Lip SE Termination Bar with Sealant Ledge – #453WE
Material: 6063-T6 Extruded Aluminum
Dimensions: .075" (1.9 mm) thick x 1" (25.4 mm) wide x 10' (3.05 m) length per bar
Holes: ¼" (6.35 mm) x ⅜" (9.53 mm) pre-punched holes on 6" (152.4 mm) o.c.
Packaging: 50 bars x 10' (3.05 m) pc. per tube. 50 lb. (22.68 kg)

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GAF®

EverGuard® TPO Accessory

SINGLE-PLY ROOFING SYSTEMS

TPO Accessories

Description

EverGuard® TPO single-ply roofing system accessories provide roofing contractors an easy-to-install factory-built detail. EverGuard® accessories are manufactured using a proprietary formulation designed for use with GAF EverGuard® TPO single-ply membranes.

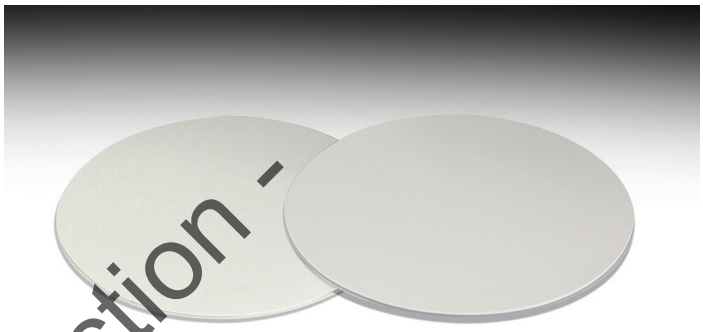
- **Cost Effective...** Reduces installed costs
- **Improved Reliability...** Factory-built accessories reduce risk of leaks and callbacks
- **Improved Aesthetics...** Uniform look

Application

EverGuard® TPO accessories are designed for use with GAF EverGuard® TPO single-ply membranes. The accessories may be installed on mechanically attached, fully adhered, or RhinoBond® EverGuard® TPO roofing systems. EverGuard® accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® T-Joint Cover Patches are created from a proprietary TPO formulation engineered to work with EverGuard® TPO single-ply membranes. EverGuard® TPO T-Joint Cover Patches create a membrane seal over T-joints that arise when installing a 60 or 80 mil EverGuard® TPO system.



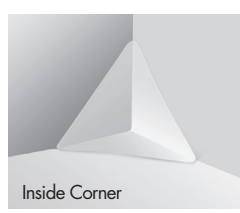
T-Joint Cover Patch

- Conforming membrane seal for use over T-joints in 60 and 80 mil membrane applications
- Designed for ease of welding over T-joints formed when installing an EverGuard® TPO system
- EverGuard® T-Joint Cover Patches are formed using unreinforced membrane to a nominal 55 mil thickness

SPECIFICATIONS	
Membrane Thickness:	.055" (1.40 mm)
Unit Size:	4" x 4" (102 mm x 102 mm)
SHIPPING SPECIFICATIONS	
Patches per carton:	100
Weight per carton:	3.3 lb. (1.5 kg)
Cartons per pallet:	196
PRODUCT SKUs	
T-Joint Cover Patch White	7712920
T-Joint Cover Patch Gray	7712345
T-Joint Cover Patch Tan	7712820

Also Available...

Fluted Corner


Inside Corner

Vent Boot

Square Tube Wrap

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EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

TPO RollAccessories

Description

EverGuard® TPO single-ply roofing system accessories provide roofing contractors an easy-to-install, factory-built detail. EverGuard® accessories are constructed from GAF's proven durable EverGuard® TPO single-ply reinforced membrane.

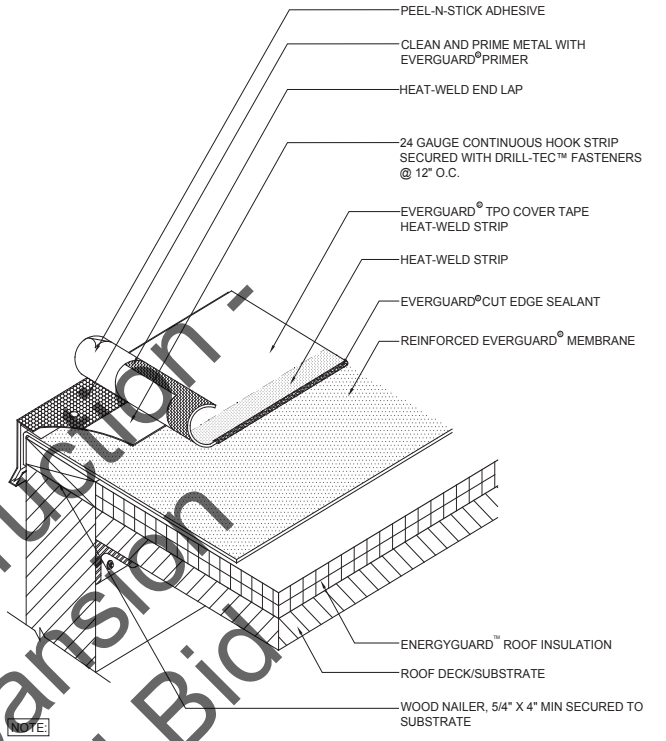
- **Cost effective…** Reduce installed costs
- **Improved reliability…** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

EverGuard® TPO Heat-Weldable Cover Tape is constructed from 0.045 inch reinforced TPO membrane; the six-inch-wide tape has a 3-inch self-adhered area and a 3-inch heat-weldable area. The self adhered membrane area is adhered to primed edge metal while the heat-weldable area is attached to the roofing membrane using the welding machine of choice. EverGuard® Heat-Weldable Cover Tape is eligible for inclusion in EverGuard® Diamond Pledge™ Guarantee at up to 20 years of coverage.

Product Information

EverGuard® TPO Heat-Weldable Cover Tape is packaged as a hundred foot roll with two rolls in every box.



NOTE:
1. TPO COVER TAPE ONLY TO BE USED WITH TPO MEMBRANE SYSTEMS.
2. CLEAN METAL AND MEMBRANE WITH EVERGUARD® TPO CLEANER AND LET DRY.
3. PRIME THE METAL ONLY WITH EVERGUARD® TPO PRIMER. DO NOT SPILL PRIMER ON WELDED SEAM AREA.
4. HOT-AIR WELD THE MEMBRANE TO MEMBRANE AREA USING EITHER A ROBOTIC OR HAND WELDER TO SPEC.

Heat-Weldable Cover Tape

Specifications

Roll length: 100′
Roll width: 6″

Shipping Specifications

Rolls per carton: 2
Weight of carton: 34 lbs
Cartons per pallet: 27

Code Approvals

- UL Listed Accessory
- Miami-Dade County Approved
- Texas Department of Insurance
- ICC-ES
- State of Florida Approved

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EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

Accessory

TPO Accessories

Description

EverGuard® TPO 6" Cover Tape provides roofing contractors with an easy-to-install factory-built detail. EverGuard® TPO 6" Cover Tape is constructed from GAF's proven, durable, high-performance EverGuard® TPO.

- **Cost effective...** Reduces installed costs
- **Improved reliability...** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics...** Uniform look

Application

For use in stripping in primed galvanized edge metal and to install RapidSeam™ end laps. Using soap and water, clean the entire surface and roof membrane to be covered. Dry the entire area. Wipe area to be primed with a white cloth moistened with EverGuard® TPO Cleaner. Brush or roller-apply the EverGuard® Primer 3" (76 mm) onto each surface, carrying this past the ends 3" (76 mm). Install the EverGuard® TPO 6" Cover Tape over the primer after flash-off and roll-in with a silicone roller.

6" Cover Tape

Product Information

EverGuard® TPO 6" Cover Tape is a 6" (152 mm) wide, non-reinforced TPO membrane backed with a butyl tape adhesive.

Specifications	
Roll Length	100' (30.5 m)
Roll Width	6" (152 mm)
Shipping Specifications	
Rolls per Case	2
Weight per Case	37.4 lb. (16.96 kg)
Cases per Pallet	36
Product SKUs	
White	755A920
Tan	755A820
Gray	755A345

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EverGuard® & EverGuard Extreme® RTA (Roof Transition Anchor) Strip Specs

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SPECIFICATIONS

WIDTH	6" (152.4 mm)
ROLL SIZE	6' x 100' (1.88 x 30.48 m)
THICKNESS	45-mil

WIDTH: 6" (152.4 mm)

ROLL SIZE: 6' x 100' (1.88 x 30.48 m)

THICKNESS: 45-mil

SHIPPING AND PACKAGING

WEIGHT/BOX	34.9 lb. (15.83 kg)

WEIGHT/BOX: 34.9 lb. (15.83 kg)

GAF®

EverGuard® TPO SINGLE-PLY ROOFING SYSTEMS Accessory

TPO Accessories

Description

EverGuard® TPO single-ply roofing system accessories provide roofing contractors an easy-to-install factory-built detail. EverGuard® TPO accessories are manufactured using a proprietary formulation designed for use with GAF's EverGuard® TPO single-ply membranes.

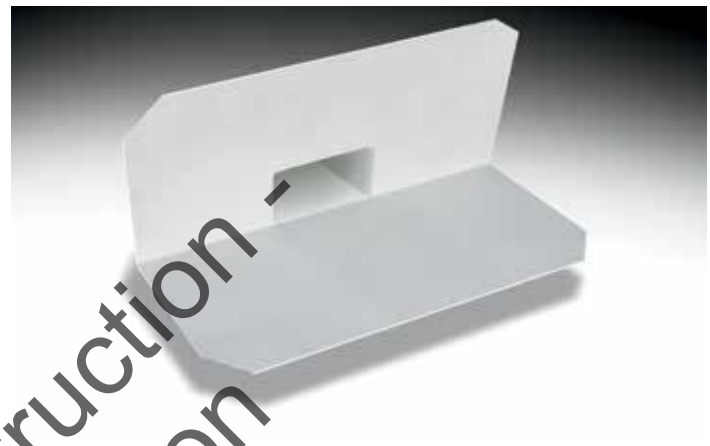
- **Cost effective…** Reduce installed costs
- **Improved reliability…** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

EverGuard® TPO accessories are designed for use with GAF EverGuard® TPO single-ply membranes. The accessories may be installed on mechanically attached, fully adhered, self-adhered, or Rhino-Bond® EverGuard® TPO roofing systems. EverGuard® accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® Scuppers are manufactured out of TPO-coated metal and 55 mil unreinforced membrane. This product has two standard sizes and is available in white only.



Scupper

- For use in waterproofing wall scuppers
- Eliminates unnecessary flashing to waterproof the wall opening
- Custom sizes available*

SPECIFICATIONS	
Membrane thickness:	.055″ (1.40 mm)
Dimensions:	4″ x 6″ x 12″ (102 mm x 152 mm x 305 mm) 8″ x 10″ x 12″ (203 mm x 254 mm x 305 mm)
SHIPPING SPECIFICATIONS	
Scuppers per carton:	2
Weight per carton:	
4″ x 6″ x 12″	7 lbs. (3.18 kg)
8″ x 10″ x 12″	12 lbs. (5.44 kg)
Cartons per pallet:	
4″ x 6″ x 12″	15
8″ x 10″ x 12″	9
PRODUCT SKUs	
4″ x 6″ x 12″	85TA920
8″ x 10″ x 12″	85TB920

*Contact your local representative for details

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EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

Preformed Accessories

TPO Preformed Accessories

Description

EverGuard® TPO single-ply roofing system preformed accessories provide roofing contractors an easy-to-install, factory-built detail. EverGuard® preformed accessories are constructed from GAF's proven, durable EverGuard® TPO single-ply reinforced membrane.

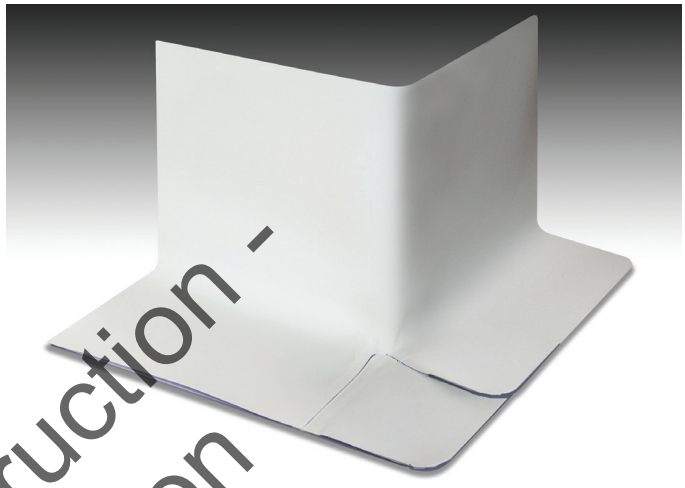
- **Cost effective…** Reduces installed costs
- **Improved reliability…** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

EverGuard® TPO Corner Curb Wraps are designed for use with GAF EverGuard® TPO single-ply membranes. Corner Curb Wraps may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing systems. Corner Curb Wraps are installed using conventional heat-welding techniques.

Product Information

EverGuard® Corner Curb Wraps are constructed from EverGuard® reinforced 45 mil TPO membrane. Four standard sizes of Corner Curb Wraps are available. Each Corner Curb Wrap is 12" in height and has a 6" base area for welding to field membrane.



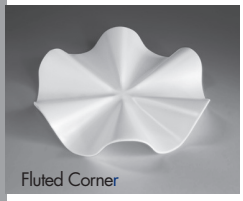
Corner Curb Wrap

- Available in 4 standard sizes
- Available in white, gray, and tan
- Custom sizes also available*

SPECIFICATIONS	
Height:	12″
Base:	6″
Length:	13.5″, 19.5″, 25.5″, 31.5″
SHIPPING SPECIFICATIONS	
Curbs per box:	4
Weight per box:	
13.5″	5.6 lbs.
19.5″	7.4 lbs.
25.5″	10.7 lbs.
31.5″	12.5 lbs.
Boxes per pallet:	32
PRODUCT SKUs	
White 13.5″	85F2920
White 19.5″	85F3920
White 25.5″	85F4920
White 31.5″	85F5920

*Contact your local representative for details.

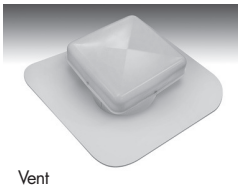
Also Available…


Fluted Corner

Inside Corner

Vent Boot

Universal Corner


Vent

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EverGuard® TPO

TPO Accessories

Description

EverGuard® TPO single-ply roofing system molded accessories provide roofing contractors an easy-to-install factory-built detail. EverGuard® molded accessories are manufactured using a proprietary formulation designed for use with EverGuard® TPO single-ply membranes.

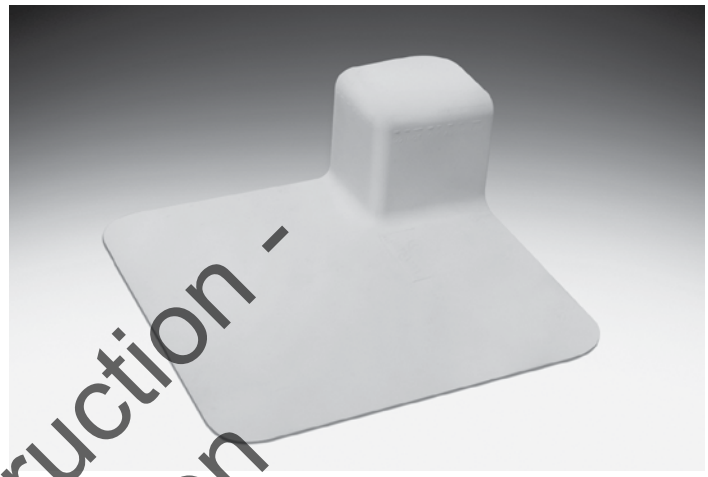
- **Cost effective…** Reduces installed costs
- **Improved Reliability…** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

EverGuard® TPO molded accessories are designed for use with GAF EverGuard® TPO single-ply membranes and EverGuard® Freedom™ TPO self-adhering membranes. The molded accessories may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing systems. EverGuard® molded accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® Universal Corners accommodate both inside and outside corners of base and curb flashings. Simply cut at markings to produce either an inside or outside corner reinforcement. EverGuard® Universal Corners eliminate the need to inventory two items.



Universal Corner

- One standard size
- Can be cut to accommodate use as either an inside or outside corner reinforcement
- Molded to 60 mil thickness from TPO

SPECIFICATIONS	
Dimensions:	3" x 3" (76 mm x 76 mm) with 6" (152 mm) Flange
Thickness:	0.070" (1.78 mm)
SHIPPING SPECIFICATIONS	
Corners per carton:	20
Weight per carton:	9 lb. (4.08 kg)
Cartons per pallet:	232
PRODUCT SKUs	
White	7730920CU

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EverGuard® TPO SINGLE-PLY ROOFING SYSTEMS

Molded Accessories

TPO Molded Accessories

Description

EverGuard® TPO single-ply roofing system molded accessories provide roofing contractors an easy-to-install, factory-built detail. EverGuard® molded accessories are manufactured using a proprietary formulation designed for use with GAF's EverGuard® TPO single-ply membranes.

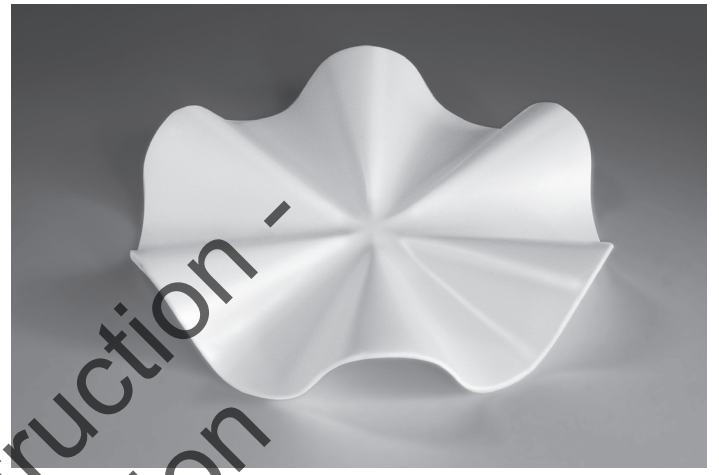
- **Cost effective...** Reduces installed costs
- **Improved Reliability...** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics...** Uniform look

Application

EverGuard® TPO molded accessories are designed for use with GAF EverGuard® TPO single-ply membranes and EverGuard® Freedom™ TPO self-adhering membranes. The molded accessories may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing systems. EverGuard® molded accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® Fluted Corners are molded from a proprietary TPO formulation engineered to work with EverGuard® TPO single-ply membranes. Fluted Corners allow for easy flashing of non-uniform corners.



Fluted Corner

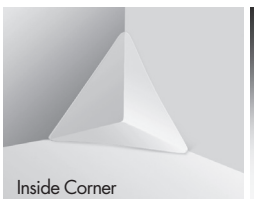
- Manufactured to accommodate imperfect corners
- Designed for ease of welding in tight areas
- Fluted Corners are formed using unreinforced membrane to a nominal 50 mil thickness

SPECIFICATIONS	
Diameter:	8″
Nominal thickness:	.050″
SHIPPING SPECIFICATIONS	
Corners per carton:	20
Weight per carton:	2.5 lbs.
Cartons per pallet:	250
PRODUCT SKUs	
TPO Fluted Corner White	8A00920WA
TPO Fluted Corner Tan	8A00820WA
TPO Fluted Corner Grey	8A00345WA

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

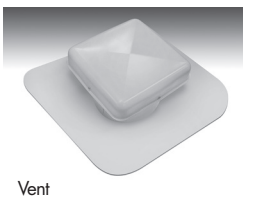
Also Available...

Pourable Sealer Pocket


Inside Corner

Vent Boot

Universal Corner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GAF

EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

Molded Accessories

TPO Molded Accessories

Description

EverGuard® TPO single-ply roofing system molded accessories provide roofing contractors an easy-to-install, factory-built detail. EverGuard® molded accessories are manufactured using a proprietary formulation designed for use with GAF's EverGuard® TPO single-ply membranes.

- **Cost effective…** Reduces installed costs
- **Improved reliability…** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

EverGuard® TPO molded accessories are designed for use with GAF EverGuard® TPO single-ply membranes and EverGuard® Freedom™ TPO self-adhering membranes. The molded accessories may be installed on mechanically attached, fully adhered or self-adhered EverGuard® TPO roofing systems. EverGuard® molded accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® Vent Boots are molded from a proprietary TPO formulation engineered to work with EverGuard® TPO single-ply membranes. Vent Boots allow for fast flashing of Vents and pipes between 1 and 6 inches in diameter.

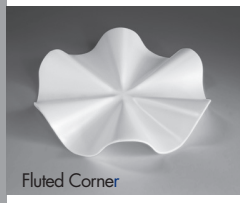
Vent Boot

- One standard size accommodates most common pipes and conduits
- Supplied with stainless-steel clamping rings

SPECIFICATIONS	
Membrane thickness:	0.075"
For pipe sizes:	1" - 6" dia.
SHIPPING SPECIFICATIONS	
Boots per carton:	6
Weight per carton:	9 lbs.
Cartons per pallet:	54
PRODUCT SKUs	
Vent Boot White	7710920CU

Appendix A
Bid 24-25 Construction -
CBCC Expansion
City Issued Bid

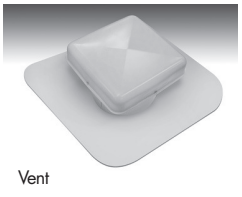
Also Available...


Fluted Corner

Inside Corner

Pourable Sealer Pocket

Universal Corner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GAF

EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

Preformed Accessories

TPO Preformed Accessories

Description

EverGuard® TPO single-ply roofing system preformed accessories provide roofing contractors an easy-to-install, factory-built detail. EverGuard® preformed accessories are constructed from GAF's proven, durable EverGuard® TPO single-ply reinforced membrane.

- **Cost effective…** Reduces installed costs
- **Improved reliability…** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

EverGuard® TPO preformed accessories are designed for use with GAF EverGuard® TPO single-ply membranes. The preformed accessories may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing systems. Preformed accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® Split Pipe Boots are constructed from EverGuard® reinforced 45 mil membrane. Three standard sizes of Split Pipe Boots are available. Since they are split,they can be wrapped around pipes and conduit where closed boots cannot be used.

Split Pipe Boot

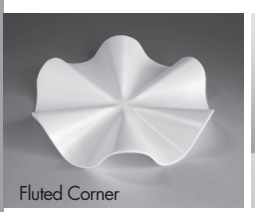
- Available in 3 standard sizes
- Custom sizes also available*

SPECIFICATIONS	ITEM DIMENSIONS/SKU #
For pipe sizes:	1" x 2" 85G1920
	3" x 5" 85G2920
	6" x 8" 85G3920
SHIPPING SPECIFICATIONS	
Boots per box:	6
Weight per box:	
1"– 2"	7.5 lbs.
3"– 5"	7.5 lbs.
6"– 8"	11 lbs.
Boxes per pallet:	
1"– 2"	36
3"– 5"	36
6"– 8"	24

*Contact your local representative for details.

Bid 24-23: Construction - Appendix A
YRSC Expansion
City Issued Bid

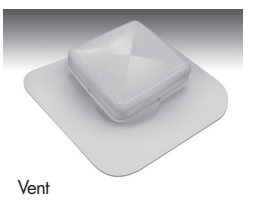
Also Available...


Fluted Corner

Inside Corner

Preformed Vent Boot

Universal Corner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GAF

EverGuard® TPO SINGLE-PLY ROOFING SYSTEMS

Preformed Accessories

TPO Preformed Accessories

Description

EverGuard® TPO single-ply roofing system preformed accessories provide roofing contractors an easy-to-install, factory-built detail. EverGuard® preformed accessories are constructed from GAF's proven, durable EverGuard® TPO single-ply reinforced membrane.

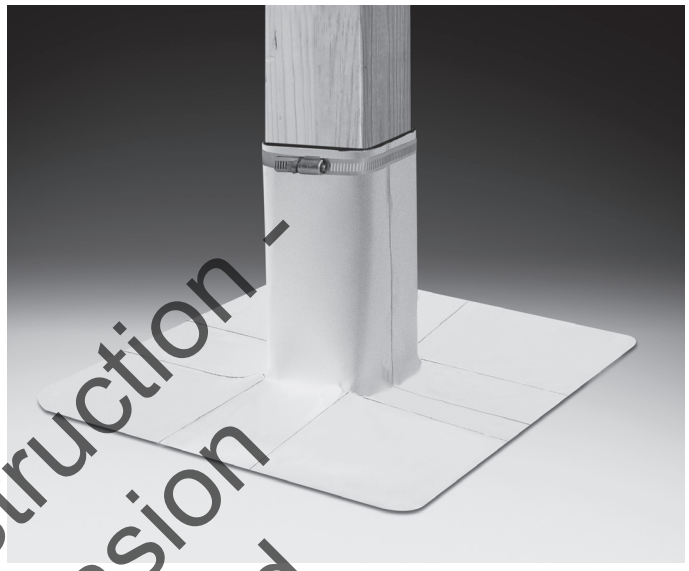
- **Cost effective…** Reduces installed costs
- **Improved reliability…** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

EverGuard® TPO preformed accessories are designed for use with GAF EverGuard® TPO single-ply membranes. The preformed accessories may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing systems. Preformed accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® Square Tube Wraps are constructed from EverGuard® reinforced 45 mil membrane. Three standard sizes of Square Tube Wrap are available. They are split and can be wrapped around square and rectangular roof structures such as machinery screen supports. A stainless-steel clamp is included to assist in sealing the top edge of the wrap.



Square Tube Wrap

- Available in 3 standard sizes
- Custom sizes also available*
- Includes stainless-steel clamp for top edge seal

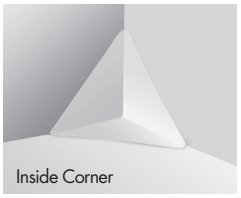
SHIPPING SPECIFICATIONS	
Pieces per box:	6
Weight per box:	6.0 lbs. (4"x 4")
	6.5 lbs. (4"x 6")
	7.0 lbs. (6"x 6")
Boxes per pallet:	24
PRODUCT SKUs	
EverGuard® TPO Square Tube Wrap 4"x 4"	8506920
EverGuard® TPO Square Tube Wrap 4"x 6"	8508920
EverGuard® TPO Square Tube Wrap 6"x 6"	8507920

*Contact your local representative for details.

Appendix A
Bid 24-23 Construction - YROC Expansion
City Issued Bid

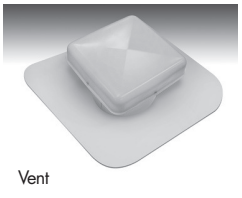
Also Available...

Fluted Corner


Inside Corner

Preformed Vent Boot

Universal Corner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EverGuard® TPO SINGLE-PLY ROOFING SYSTEMS Molded Accessories

TPO Molded Accessories

Description

EverGuard® TPO single ply roofing system molded accessories provide roofing contractors an easy-to-install, factory-built detail. EverGuard® molded accessories are manufactured using a proprietary formulation designed for use with GAF's EverGuard® TPO single-ply membranes.

- **Cost effective…** Reduces installed costs by up to 25%
- **Improved Reliability…** Factory built accessories reduce risk of leaks and callbacks
- **Improved aesthetics…** Uniform look

Application

EverGuard® TPO molded accessories are designed for use with GAF EverGuard® TPO single-ply membranes and EverGuard® Freedom™ TPO self-adhering membranes. The molded accessories may be installed or mechanically attached, fully adhered or self-adhered EverGuard® TPO roofing systems. EverGuard® molded accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® pourable sealer pockets are molded from a proprietary TPO formulation engineered to work with EverGuard® TPO single-ply membranes. They eliminate the need for contractors to fabricate a pitch pocket in the field.

Pourable Sealer Pocket

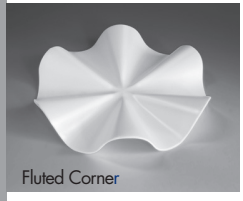
- Perfect for irregular roof penetrations
- Fill with EverGuard® TPO pourable sealer or TOPCOAT® FlexSeal™ for the perfect finish
- Available in custom colors and sizes*

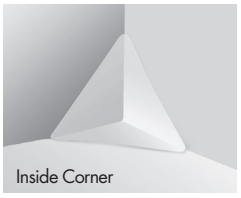
SPECIFICATIONS	
Total Width of Pocket	12″
Total Length of Pocket	15 ¼″
Height of Walls	4″
SHIPPING SPECIFICATIONS	
Box Size	28″ x 12″ x 12″
Pieces per box	6
Weight per box	6.5 lbs
Boxes per pallet	16
Pallet Size	42″ x 42″
PRODUCT SKUs	
White	8002920CU

* Contact your local representative for details.

Bid 24-23 Construction - Appendix A
YRCC Expansion
City Issued Bid

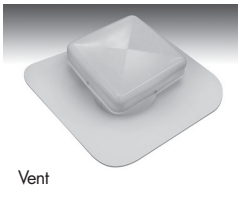
Also Available…


Fluted Corner


Inside Corner

Vent Boot

Universal Corner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EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

Coated Accessories

TPO Coated Accessories

Description

EverGuard® TPO single-ply roofing system coated metal drain accessory provides roofing contractors an easy-to-install, factory-built detail. EverGuard® TPO coated drains are constructed using GAF's proven, durable EverGuard® TPO coated onto a durable drain unit.

- **Cost effective...** Reduces installed costs by up to 25%
- **Improved Reliability...** Factory–built accessories reduce risk of leaks and callbacks
- **Improved Aesthetics...** Uniform look

Application

EverGuard® TPO coated accessories are designed for use with GAF EverGuard® TPO single-ply membranes and EverGuard® Freedom™ TPO self-adhering membranes. The factory-coated accessories may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing systems. See current application and specifications manual for detailed instructions.

Product Information

EverGuard® TPO coated drains are constructed from aluminum and coated with a weldable TPO compound. TPO membrane can be heat welded directly to the drain body, resulting in a strong, secure installation. Each drain is fitted with a BlueSeal® mechanical drain seal for a secure, tight seal into the building drain system.

TPO Coated Metal Drain

Available Sizes

EverGuard® TPO Coated Metal Drains are available in two sizes:

- 3" drain will fit into a 3" ID pipe
- 4" drain will fit into a 4" ID pipe

Appendix A
Bid 2423, Construction - YRCC Expansion
City Issued Bid

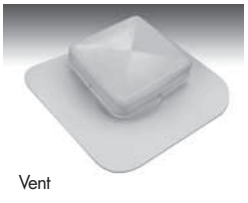
Also Available...

Fluted Corner

Inside Corner

Vent Boot

Universal Corner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GAF

TPO Preflashed Accessories

EverGuard® TPO SINGLE-PLY ROOFING SYSTEMS

Preflashed Accessories

Description

EverGuard® TPO single-ply roofing system preflashed accessories provide roofing contractors an easy-to-install, factory-built detail. EverGuard® preflashed accessories are constructed using GAF's proven, durable EverGuard® TPO single-ply detailing membrane.

- **Cost effective...** Reduces installed costs by up to 25%
- **Improved Reliability...** Factory-built accessories reduce risk of leaks and callbacks
- **Improved aesthetics...** Uniform look

Application

EverGuard® TPO preflashed accessories are designed for use with GAF EverGuard® TPO single-ply membranes and EverGuard® Freedom™ TPO self-adhering membranes. The preflashed accessories may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing systems. Preflashed accessories are installed using conventional techniques. See published application and specifications manual for detailed instructions.

Product Information

EverGuard® preflashed TPO Drains are constructed from spun aluminum and preflashed using EverGuard® 55 mil detailing membrane. No special tools needed for installation. Wide range of sizes allows for proper fit into any size roofing drain. All hardware, including strainer and gravel guard, are included with drains. EMSEAL watertight expanding seal for retrofit drains is included, making plumbing tie-in quick and easy.

TPO Drain

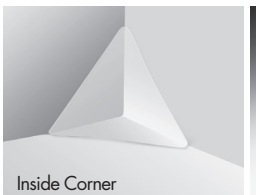
Recommended Uses

- Whole-sized Drains (2", 3", 4", 5" or 6") can be used on new construction and directly attached to new plumbing with a flexible coupling (not included).
- Half-inch-sized Drains (1 1/2", 2 1/2", 3 1/2", 4 1/2", and 5 1/2") can be used as retrofit drains by ordering a drain sized 1/2" smaller than the drain pipe being fitted (for a 4" drain pipe, use a 3 1/2" drain).

Bid 22-25 Construction - Appendix A
YRCC Expansion
City Issued Bid

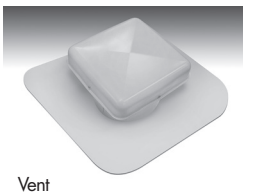
Also Available...

Fluted Corner


Inside Corner

Vent Boot

Universal Corner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EverGuard® TPO

TPO Accessories

Description

EverGuard® TPO Walkway Roll provides roofing contractors with an easy-to-install factory-built detail. EverGuard® TPO Walkway Rolls are manufactured using proven, durable EverGuard® TPO as well as recycled TPO.

Durable...

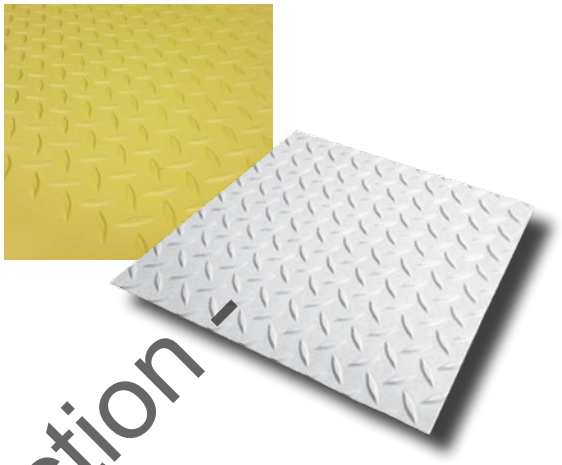
The EverGuard® TPO Walkway Roll is designed to protect the membrane in areas exposed to rooftop traffic for maintenance access or other uses. These areas include HVAC, roof hatches, access doors, etc. The EverGuard® TPO Walkway Roll is required on a GAF-warranted roofing system.

Options...

In addition to a standard Gray TPO Walkway Roll, GAF has recently introduced Yellow Walkway Rolls to the market. These "safety" Yellow Walkway Rolls are great for sensitive areas of a roof, such as perimeters, around skylights, or in areas of low clearance.

Product Highlights

- Great traction with diamond plate design
- Walkways have smooth edges for easy weldability
- Manufactured using recycled TPO with excellent weatherability built in
- Comes in standard Gray and Yellow
- 34" x 50' (864 mm x 15.24 m) (diamond pattern measures 30" [762 mm] with 2" [51 mm] smooth on both edges)
- 125 mil thickness
- 75 lb. (34.02 kg) per roll (nominal)



Walkway Roll

Application

Heat weld – Heat-weld EverGuard® TPO Walkway Roll to the roof membrane surface continuously around the walkway roll perimeter.

- Walkway rolls must be spaced 6" (152 mm) to allow for drainage.

Tape – EverGuard® TPO Walkway Roll may also be installed with TPO primer and 3" (76 mm) seam tape.

- First, roll or brush the TPO primer on the back of the TPO roll along the edges and down the middle length of the roll.
- Clean and prime the roof membrane where the roll will be installed.
- Install tape to the back of the roll where cleaned (edges and middle) and roll-in with a silicone hand roller.
- Remove the release paper and install the taped rolls directly onto the roof membrane. Secure the rolls by rolling into place.
- Walkway rolls must be spaced 6" (152 mm) to allow for drainage.

EverGuard® TPO accessories are designed for use with GAF EverGuard® TPO single-ply membranes and with EverGuard Extreme® and EverGuard® Freedom™ TPO self-adhering membranes. The factory-coated accessories may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing systems.

See published application and specifications manual for detailed instructions.

Appendix A
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Product Data Sheet
EverGuard®
Sealants

Description

GAF EverGuard® single-ply roofing systems include a full line of EverGuard®/GAF sealants.

Note: EverGuard®/GAF sealants are specially formulated for specific applications: be sure to use the correct sealant for the application. The following EverGuard®/GAF sealants area available:

Product	Description	Benefit/Application	Units Per Carton	Carton Weight
EverGuard® Water Block	One-part butyl-based high-viscosity sealant	• Suitable for sealing between flashing membrane and substrate surface behind exposed termination bars • Suitable for sealing between roofing membrane and drain flanges	25 10.5 oz. cartridges	13 lbs.
EverGuard® TPO & PVC Cut Edge Sealant	Sealant used at any non-factory edge of TPO and PVC membrane	• Used to seal non-factory edges (cut edges) as a final step in reinforced membrane installation • PVC Cut Edge with PVC • TPO Cut Edge with TPO	• 12 pints/ctn. •100 lineal feet per pint @ 1/8" diameter bead.	12 lbs.

Appendix A
Bid 24-23, Construction
YRCC Expansion
City Issued Bid

Storage: • Store sealants in original containers on pallets or shelving in a dry area.
• Store sealants in 50-100°F conditioned area away from open flame or other combustion source.
• Do not allow to freeze.

EverGuard® TPO Accessory

TPO Accessories

TPO Primer

Description

Used for preparing metal and membrane for application of cover tape, and preparing membrane and pourable sealer pockets to apply EverGuard® One-Part or Two-Part Pourable Sealant.

Application

Pourable Sealant Pocket

Prior to filling the TPO Pourable Sealant Pocket, the inside vertical pan sides must be primed with GAF TPO Primer. Fill the base of the pans with non-shrink grout and top with a minimum 2" thickness of GAF One-Part or Two-Part Pourable Sealant.

Cover Tape

When installing Cover Tape, apply EverGuard® TPO Primer or EverGuard® Low VOC TPO Primer to both the metal and membrane with a 3" roller. Allow primer to flash off before applying tape.

HW Cover Tape

When installing Heat Weld Cover tape, apply EverGuard® TPO Primer or EverGuard® Low VOC TPO Primer to the metal only with a 3" roller. Allow the primer to flash off prior to installing HW Cover Tape.

SPECIFICATIONS	
Can size	1 gallon
Cans per carton	6
Product SKUs:	
TPO Primer	755B
Low VOC TPO Primer	755D

Appendix A
Bid 24-23, Construction -
YRCC Expansion
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EverGuard® TPO Accessory

TPO Accessories

Seam Cleaner

Description

Used to clean exposed or contaminated seams prior to heat welding to remove any residual soap or revitalize aged membranes.

Application

- Do not use on "bag fresh" material that has been exposed for less than 12 hours unless it has been contaminated.
- Follow the guidance below for cleaning TPO:

Light Contamination — Membrane that has been exposed overnight or up to a few days to airborne debris, foot traffic, dew, or light precipitation can usually be cleaned with a white cloth moistened with EverGuard® TPO Cleaner. Be sure to wait for solvent to flash off prior to welding.

Dirt-Based Contamination — Membrane that is dirt encrusted will require the use of a low-residue cleaner, such as Formula 409®, and a mildly abrasive scrubbing pad to remove the dirt. This must be followed by cleaning with a white cloth moistened with EverGuard® TPO Cleaner. Be sure to wait for solvent to flash off prior to welding.

Exposure-Based Contamination — Membrane that is weathered or oxidized will require the use of EverGuard® TPO Cleaner and a mildly abrasive scrubbing pad to remove the weathered/oxidized top surface layer. This must be followed by cleaning with a white cloth moistened with EverGuard® TPO Cleaner. Unexposed membrane left in inventory for a year or more may need to be cleaned as instructed above. Be sure to wait for solvent to flash off prior to welding.

- VOC Content of 861 grams/liter.

SPECIFICATIONS	
Can size:	1 gallon
Cans per carton:	4
Weight per case:	33 lb. (14.96 kg)
Cases per pallet:	48
Product SKU	7793

Bid 24-23 Construction - Appendix A
YRCC Expansion
City Issued Bid

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FlexSeal™ Sealant - Data Sheet

PRODUCT DESCRIPTION

FlexSeal™ Sealant is a solvent-based synthetic, flowable, elastomeric sealant that can be applied to many low-slope roof surfaces. It is durable and helps protect the substrate against damaging UV exposure.

APPROVED SUBSTRATES

FlexSeal™ Sealant can be used on metal, structural concrete, copper, SBS, APP, EPDM, BUR, PVC and TPO. It can also be used with GAF Premium Fabric on penetrations, curbs, and seams. Do not use over silicone substrates.

PACKAGING SIZES

10 oz (0.3 liter) tube
1-gallon (3.8 liter) bucket
5-gallon (18.9 liter) pail

STORAGE & SHELF LIFE

PRODUCT STORAGE TEMPERATURE: 50°F – 90°F (10°C – 32°C) Do NOT allow coating to freeze.

SHELF LIFE: 24 months from date of manufacture in unopened containers, if stored properly in a clean and well-ventilated area.

APPLICATION INSTRUCTIONS

SUBSTRATE PREPARATION: Roof must have positive drainage, and be clean and dry with no trapped moisture. Priming of substrate is recommended and may be required. See *Liquid-Applied Roofing Manual* at gaf.com.

MIXING: Mix prior to use as required. Do NOT attempt to thin or self-tint.

APPLICATION: Apply evenly by trowel or brush. Apply 2.0 gallons per 200 linear feet with a 6-inch width (7.6 L/61 lm with a 152 mm width). If fabric embedment is required, apply an additional top layer of flashing at 2.0 gallons per 200 linear feet (7.6 L/61 lm). Total finished dry mil thickness must be at least 21 mils without fabric and 48 mils with fabric.

Application Note: Cool temperatures and high humidity will slow cure. It is not a structural component and it is not intended to bridge large voids. Overapplication may result in slumping, dripping, or unsightly appearance. For Application Questions: Contact GAF Technical Services at 1-877-423-7663 or visit gaf.com

LIMITATIONS & PRECAUTIONS

APPLICATION AIR TEMPERATURE: Min. 50°F (10°C). Do NOT heat containers.

APPLICATION SURFACE TEMPERATURE: 50°F (10°C) and rising. Care should be taken when coating surfaces above 120°F. Contact GAF Design Services if you have application questions.

Do NOT apply if rain, dew, fog, heavy moisture, condensation, or freezing temperatures are in the 8-hour forecast to ensure proper cure. Cool temperatures/high humidity may slow curing.

SAFETY & HANDLING

For specific information regarding safe handling of this material, please refer to the Safety Data Sheet (SDS).

CLEAN UP

Use mineral spirits or xylene to thoroughly flush equipment.

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For application questions, contact GAF Design Services at **1-877-GAF-ROOF**

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FlexSeal™ Sealant - Data Sheet

PHYSICAL PROPERTIES (TAS 139-95)

Table 1 : Physical Property Requirements

Type	ASTM Test Method	ASTM Minimum Values	Test Values[1]
Volume Solids	ASTM D2697	≥50%	66%
Weight Solids	ASTM D1644	≥60%	77%
Initial Percent Elongation	ASTM D412	Min. 100% @73°F	300%
Initial Tensile Strength	ASTM D412	Min. 200 psi @73°F	485 psi (3344 kPa)
Weight per Gallon/Liter	ASTM D1475	-	7.9 lbs (0.94 kg)
VOC	-	-	<300 g/L
Dry Time	ASTM D 5895	-	Approximately 24 hours
Flash Point	-	103°F (39°C)	Flash Point
Standard Colors	-	Black and White	

1. Values are approximate and subject to normal manufacturing variations. These values are not guaranteed and are provided solely as a guide.

APPROVALS

State of Florida Approved
Miami-Dade Product Control Approved

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EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

Sealant

TPO Sealants

Description

EverGuard® One-Part Pourable Sealant is a one-part, moisture-cure, self-leveling sealant designed for use in pitch pans on single-ply roof systems. Since moisture-cure sealants cure with moisture in the air, it is suitable for application in damp and cold climates, as well as in dry climates. EverGuard® One-Part Pourable Sealant is solvent free, contains no isocyanates, and will not shrink upon curing. It does not "outgas" or bubble on damp surfaces as urethane sealants often do. EverGuard® One-Part Pourable Sealant is elastomeric and has excellent adhesion to most construction materials. It has a low durometer, which accommodates greater movement in penetration seals than typical urethane sealants.

Use

EverGuard® One-Part Pourable Sealant is designed for use with the EverGuard® Pourable Sealer Pocket on new and existing TPO roofs to seal irregular penetrations, such as metal frames, wires, and pipes. Note: EverGuard® TPO Primer is required to prime the TPO surface before use.

Advantages

- Solvent free – less than 25 g/L VOC
- 100% solid – will not shrink
- No outgassing on damp surfaces
- Self-leveling provides a smooth, professional finished look
- Good color stability
- 20-minute skinover time
- Paintable within 24 hours
- No special tools or mixing required
- Application at temperatures as low as 30°F (-1°C)

One-Part Pourable Sealant

TYPICAL PROPERTIES	
VOC (max)	<25 grams/liter
Service Temperature	-40°F (-40°C) to 200°F (93.3°C)
Full Cure	Rate of cure is dependent on atmospheric conditions. Curing proceeds at a rate of ¼" (6.35 mm) a week at 70°F (22°C) and 50% relative humidity. Lower temperature and humidity will slow the rate of cure. Higher temperature and humidity will accelerate rate of cure. Depths of more than 2" (51 mm) will cure through in 2 to 3 months.
Skin Time	Approximately 20 minutes at 70°F (22°C) and 50% relative humidity.
Shrinkage	0%
Tensile Strength	146 lbf (217 kg/m)
Elongation	300% ± 25%
Density	8.9 ± .2 lb. per gallon (1.068 g/ml)

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EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

Approvals & Certification

- Conforms to OTC Rule for Sealants and Caulks
- Meets requirements of California Regulations: CARB, BAAQMD, and SCAQMD
- Conforms to California Proposition 65
- Conforms to USDA Requirements for Non-food Contact

Environmental Standards

LEED® 2.2 for New Construction and Major Renovations:

- Low-Emitting Materials (Section 4.1) 1 Point

NAHB Model Green Home Building Guidelines:

- 5 Global Impact Points

VOC Content:

- Less than 25 grams/liter ASTM D2369 EPA Method 24 (tested at 240°F [115°C])

Application Temperature

EverGuard® One-Part Pourable Sealant can be applied at temperatures as low as 30°F (-1°C). In these colder temperatures, it is recommended to keep the material stored inside or in a truck before using.

Application Instructions

Surface should be clean, dry, and free of any loose materials. Remove all previously applied caulk, mastic, cement, and other contaminants from penetrations with a cleaner. All roof deck voids are to be filled with FlexSeal™ Sealant. Prime all surfaces with EverGuard® TPO Primer. Allow primer to dry prior to applying EverGuard® One-Part Pourable Sealant. Fill the EverGuard® Pourable Sealer Pocket with EverGuard® One-Part Pourable Sealant to the top of the pocket, ensuring that all voids are filled. See GAF's published application and specifications manual for complete details.

Clean-up

Wet adhesive can be removed using a solvent, such as alcohol. Cured EverGuard® One-Part Pourable Sealant can be removed by abrading or scraping the substrate.

Cure Time

EverGuard® One-Part Pourable Sealant is a moisture-cure sealant. Rate of cure is dependent on atmospheric conditions. Curing proceeds at a rate of ¼" (6 mm) a week at 70°F (22°C) and 50% relative humidity. Lower temperature and humidity will slow the rate of cure. Higher temperature and humidity will accelerate rate of cure. Depths of more than 2" (51 mm) will cure through in 2 to 3 months.

Packaging

- 0.53 gallon (2L) pouch
- 4 pouches/case
- 48 cases/pallet

Color

White

Storage

- Recommended storage is between 40°F–90°F (4°C–32.2°C). Store unopened containers in a cool, dry area. Protect unopened containers from water, heat, and direct sunlight. Although EverGuard® One-Part Pourable Sealant will not freeze, it is recommended to store indoors before using to ensure easy gunning and leveling.

Shelf Life

One year from date of manufacture when stored in recommended conditions. Elevated temperature and high relative humidity may significantly reduce shelf life.

Precautions

- Do not apply at temperatures below 30°F (-1°C).
- Do not use on TPO without EverGuard® TPO Primer.
- Do not use on Hypalon® membranes.
- Do not install if rain is anticipated within 4 hours.
- Do not use in areas subject to continuous water immersion.
- Do not use in areas where prolonged chemical exposure is anticipated.
- Do not prime bonding surfaces with asphalt primer.
- Use TOPCOAT® FlexSeal™ Elastomeric Sealant as a "night sealant" around the base of the penetration. Do not use petroleum-based solvents, such as mineral spirits, for cleaning purposes.
- Maintain sealant at room temperature before applying to ensure easy gunning and leveling.
- Test and evaluate to ensure adequate adhesion.
- Dry all visible and standing water prior to applying sealant.

For Application Questions

Contact GAF Technical Services at 1-800-766-3411 or visit gaf.com.

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TPO Accessories

EverGuard® TPO Accessory

Membrane Conditioner

Description

Used to clean exposed or contaminated seams prior to heat welding to remove any residual soap or revitalize aged membranes.

Application

- Do not use on "bag fresh" material that has been exposed for less than 12 hours unless it has been contaminated.
- Follow the guidance below for cleaning TPO:

Light Contamination — Membrane that has been exposed overnight or up to a few days to airborne debris, foot traffic, dew, or light precipitation can usually be cleaned with a white cloth moistened with EverGuard® TPO Cleanweld Conditioner. Be sure to wait for solvent to flash off prior to welding.

Dirt-Based Contamination — Membrane that is dirt encrusted will require the use of a low-residue cleaner, such as Formula 409®, and a mildly abrasive scrubbing pad to remove the dirt. This must be followed by cleaning with a white cloth moistened with EverGuard® TPO Cleanweld Conditioner. Be sure to wait for solvent to flash off prior to welding.

Exposure-Based Contamination — Membrane that is weathered or oxidized will require the use of EverGuard® TPO Cleanweld Conditioner and a mildly abrasive scrubbing pad to remove the weathered/oxidized top surface layer. This must be followed by cleaning with a white cloth moistened with EverGuard® TPO Cleanweld Conditioner. Unexposed membrane left in inventory for a year or more may need to be cleaned as instructed above. Be sure to wait for solvent to flash off prior to welding.

- VOC Content of 50 grams/liter.

SPECIFICATIONS	
Can size:	1 gallon
Cans per carton:	6
Weight per case:	52.56 lb. (23.84 kg)
Cases per pallet:	48
Product SKU	7789000WP

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EverGuard® TPO
SINGLE-PLY ROOFING SYSTEMS

TPO Bonding Adhesive

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: 77800OM
Packaging: 5 gallon pails
Weight: 37 lbs/pail
Shipping: 45 pails per pallet

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TPO Spray Adhesive

EverGuard® TPO QuickSpray Adhesive

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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 contaminates
- 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.	CLASSIFIED UL
▪ **State of Florida Approved**	FM APPROVED

Visit **gaf.com/QuickSpray**

For additional information, contact Design Services at **1-877-423-7663** or **designservices@gaf.com**

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OLYBOND500®

Insulation Adhesive

Description

OlyBond500® is a two-component, low-rise polyurethane adhesive used to adhere a variety of board stocks to many roof substrates in both new and reroof applications. It can also be used to adhere insulation board to insulation board. OlyBond500® is dispensed in ¾" (19.1 mm) to 1" (25.4 mm) wide beads that spread to several inches while rising ¾" (19.1 mm) to 1" (25.4 mm) above the substrate. Place the board stock into the adhesive and walk into place. A chemical cure takes place, securing the board in approximately 4 to 8 minutes after application, depending on temperature and weather conditions. OlyBond500® uses water, not HCFC, as the blowing agent and therefore is low VOC.

Basic Use

- OlyBond500® is included in many approved roof assemblies listed with UL, FM Approvals, and Miami-Dade County. Refer to UL Product iQ, Miami-Dade County, and FM Approvals at RoofNav.com for actual assemblies.
- Ensure that you have the correct OlyBond500® formulation for the surface and ambient temperature.
  - **Regular -** All Packaging 40°F+ (4.4°C+)
  - **Winter Grade -** Bag In Box/15 Gal (57 L) Drum 25°F - 65°F (13.8°C - 36.1°C)
  - **Winter Grade -** SpotShot 0°F - 65°F (-17.8°C - 36.1°C)
- OlyBond500® is available in both Regular (Bag-in-Box, 15 Gal [57 L] Drums, and SpotShot) and Winter Grade OlyBond500® Spot Shot Bag-in-Box for optimum application at various temperatures.
- Lightweight and portable.
- Allows for easy insulation board installation.
- Compatible with most single-ply and some asphaltic systems.
- Quick cure time.
- On retrofit re-cover projects, the existing roof material must be examined. All wet material must be identified and removed prior to the application of the OlyBond500® adhesive to ensure adequate attachment of existing system.
- See pages 3 – 4 for general application recommendations and requirements.

Packaging

- 10-gallon (37.85 liters) Bag-in-Box sets for use with the PaceCart 2® and PaceCart 3™ (5-gallon [18.93 liters] Part 1; 5-gallon [18.93 liters] Part 2). 30-gallon (57 liters) Drum sets for use with PaceCart 3™ with conversion kit 15 gallon (57 liters) Part 1; 15 gallon (57 liters) Part 2
- 1,500-ml SpotShot cartridge sets for use in specially designed applicators.

Compatibility When Properly Prepared and Evaluated

Roof Decks and Substrates:

- Structural concrete
- Gypsum
- Cementitious wood fiber plank
- Lightweight insulating concrete
- Steel (22 gauge or thicker with approved cross section)
- Plywood (⅝" [15.9 mm] thick min.)
- Smooth surface BUR
- Smooth and granular-surface modified bitumen (See the GAF published application and specifications manual available at gaf.com for proper preparations or contact GAF Technical Support at 1-800-766-3411.)
- Existing sprayed-in-place polyurethane foam
- Base sheets
- Asphaltic and fleece-top vapor barriers

Roof Insulation and Cover Board:

- Expanded polystyrene
- Polyisocyanurate and HD polyisocyanurate (4 ft. x 4 ft. [1.21 m x 1.21 m] boards)
- High-density wood fiber
- Gypsum cover boards
- Perlite
- Certain extruded polystyrene

Any substrate or insulation not listed must be reviewed by GAF. Call us at 800-766-3411.

Codes and Compliance

OlyBond500®

Physical Property	Test Method	Typical Values
Density	ASTM D1622	5.03 lb/cf
Compressive Strength	ASTM D1621	18.02 psi @ 10% deformation
Tensile Strength	ASTM D1623	2.04 psi
Water Absorption	ASTM D2842	2.75%
Closed Cell Content	ASTM D6226	90% min
VOC Content	EPA Method 24	Regular: 11 g/L Winter: 50 g/L
Weight/Gallon		10.32 lb 8.54 lb

Description	Packaging Type	Weight
OlyBond500® Part 1 (Regular & Winter Grade)	Bag-in-Box 5 Gallon (18.9 L)	53 lb. (24.06 kg)
OlyBond500® Part 2 (Regular & Winter Grade)	Bag-in-Box 5 Gallon (18.9 L)	45 lb. (20.43 kg)
OlyBond500® SpotShot Cartridge (Part 1 & Part 2) (Regular & Winter Grade)	(4) 1500 ml Cartridges /Box	19 lb. (8.62 kg)
OlyBond500® Part 1	15 Gallon (56.78 L) Drum	160 lb. (72.64 kg)
OlyBond500® Part 2	15 Gallon (56.78 L) Drum	135 lb. (61.29 kg)
OlyBond® Classic Part A	15 Gallon (56.78 L) Drum	160 lb. (72.64 kg)
OlyBond® Classic Part B	15 Gallon (56.78 L) Drum	135 lb. (61.29 kg)
OlyBond® Classic Part A	55 Gallon (208.2 L) Drum	591 lb. (268.31 kg)
OlyBond® Classic Part B	55 Gallon (208.2 L) Drum	591 lb. (268.31 kg)

Manufactured by:

OMG ROOFING PRODUCTS

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Florida Building Code Approved

MIAMI-DADE COUNTY APPROVED

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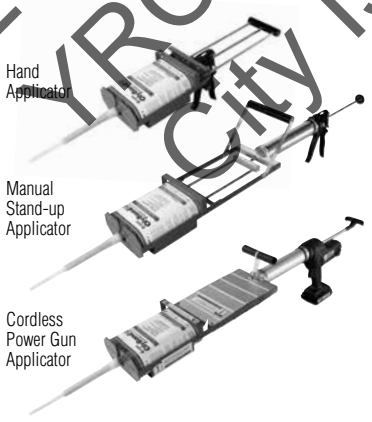
OLYBOND500®
Insulation Adhesive

PaceCart 2® and PaceCart 3™ for OlyBond500®
Patented PaceCart 2® and PaceCart 3™ are the exclusive pieces of application equipment for OlyBond500® using patented Bag-in-Box technology.

- Helps with fast adhesive application
- Designed for large roof projects
- Low installed cost method of application
- Can apply up to 60 squares of insulation per hour using the PaceCart 2® and up to 120 squares of insulation per hour using the PaceCart3™
- Two-component reaction occurs in the disposable mix tips, keeping the gun and hoses clean and free flowing
- 30-ft. (9.14 m) hose allows for easy application around penetrations
- Use OMG PCPreserver™ to keep pumps, hoses, and gun assembly sufficiently lubricated during storage
- Easy to clean and maintain
- Clean, airtight delivery system
- Built-in tool box holds extra mix tips, grease gun, etc.

SpotShot Applicators



Cordless Power Gun Applicator
- All the benefits of the manual stand-up applicator plus a battery-powered mechanical drive system
- Constant pressure provides even and uninterrupted adhesive flow for maximum efficiency
- Easy to operate
- Includes two (2) batteries and a 120-volt charger

Hand Applicator
- Lightweight and easy to use
- Great for repair work or small areas
- Inexpensive

Manual Stand-up Applicator
- Lightweight and portable
- Stand-up application helps reduce worker fatigue as compared with hand applicators

Product Installation

Job Conditions:
- Ensure that you have the correct OlyBond500® formulation for the surface and ambient temperature.
  - **Regular -** All Packaging 40°F+ (4.4°C+)
  - **Winter Grade -** Bag In Box/15 Gal (57 L) Drum 25°F - 65°F (13.8°C - 36.1°C)
  - **Winter Grade -** SpotShot 0°F - 65°F (-17.8°C - 36.1°C)

Roof Deck Criteria
1. OlyBond500® can only be installed on acceptable substrates (i.e., structural concrete, gypsum, cementitous wood fiber plank, lightweight insulating concrete, minimum 22-guage steel, and minimum 5/8" [15.9 mm] plywood) that have been properly prepared. The structure must be sufficient to withstand normal construction load and live loads.
2. Defects in the deck must be repaired prior to re-roof. The application of OlyBond500® should not proceed unless the defects are corrected.
3. It is the responsibility of the roofing contractor to ensure that the existing roof is adequately attached to the building.

Surface Preparation
- **General:** All surfaces must be clean, dry, and free of any debris, dirt, oil, or grease before applying OlyBond500®.
- **Specific Conditions**
  - **Steel** - The bonding surface of steel decks must be dry and free of debris, dirt, grease, and oil. On new steel, the shop coating/mill oil must be removed. The bonding surface must be free of any cleaner before applying OlyBond500®.
  - **Existing Smooth Asphaltic Surfaces** - The surface must be dry and free of debris, dirt, grease, and oil.
  - **Existing Polyurethane Foam** - The surface of the polyurethane roof, including the coating, should be removed with a scarifier (minimum inch). The bonding surface should be blown clean before applying OlyBond500®.
  - **Metal** - It is recommended that all non-ferrous metals (aluminum, copper, stainless, etc.) be primed to increase adhesion. Acceptable primers include GAF Epoxy Primer, chlorinated rubber, and wash primer. Contact GAF for further requirements and restrictions.
  - **Concrete** - All concrete surfaces must be fully cured prior to applying OlyBond500®.
- For detailed GAF substrate preparation requirements, please refer to the appropriate GAF Application and Specifications Manual or contact GAF at 1-800-766-3411.

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OLYBOND500®

Insulation Adhesive

Product Installation

- **Using PaceCart 2® and PaceCart 3™**
  - Install Part 1 and Part 2 components following instructions on Bag-in-Box package or 15 gallon conversion kit.
  - Open flow valves on the dispenser completely and turn machine on. This allows adhesive to be pumped at a 1:1 ratio through the disposable mix tip and onto the substrate in a semi-liquid state.
  - Apply fluid mixture ¾" – 1" (19.1 mm – 25.4 mm) wide wet beads spaced a maximum of 12" (305 mm) on center that spreads in excess of 2" (51 mm) wide while rising to ¾"– 1" (19.1 mm – 25.4 mm).
  - Lay insulation board into place and walk-in to ensure complete adhesion. Curing typically occurs in 4 to 8 minutes depending on temperature and weather conditions.
  - For detailed GAF substrate preparation requirements, please refer to the appropriate GAF Application and Specifications Manual or contact GAF at 1-800-766-3411.
- **Using SpotShot Applicator**
  - Attach the disposable mix tip to the top of the SpotShot tube. Insert the tube into the SpotShot dispensing tool and dispense onto the substrate. Apply fluid mixture in ¾" – 1" (19.1 mm – 25.4 mm) wide wet beads in rows spaced a maximum of 12" (305 mm) on center that spread in excess of 2" (51 mm) wide while rising to ¾" – 1" (19.1 mm – 25.4 mm).
  - Lay insulation board into place and walk-in to ensure complete adhesion. Curing typically occurs in 4 to 8 minutes depending on temperature and weather conditions.
  - For detailed GAF installation requirements, please refer to the appropriate GAF Application and Specifications Manuals or contact GAF at 1-800-766-3411.

Typical Coverge Rates

Coverage rates vary depending on surface roughness and absorption rate of the substrate. Typical coverage rates for OlyBond500® dispensed through the PaceCart® are up to 25 squares per 10-gallon (37.85 liters) Bag-in-Box sets and 75 square per 15-gallon (68.19 L) drum sets. Typical coverage rate for OlyBond500® SpotShot dispensed through applicators is 4 – 6 squares per case (4 sets of 1,500-ml cartridges). See chart below for typical coverage rates on specific substrates.

Application Rates (Bag-in-Box Dispensed from PaceCart 2®)	Typical Coverage* Squares/Gallon
Insulation to Concrete	up to 2.5
Insulation to Insulation	up to 2.5
Insulation to Smooth BUR	up to 1.7
Insulation to Modified Bitumen	up to 1.7
Insulation to Gypsum	up to 1.2
Insulation to Lightweight Concrete	up to 1.7
Insulation to Wood	up to 2.5
Insulation to Cementitious Wood Fiber	up to 1.2
Insulation to Steel	up to 1.2

*All covergae rates are based on 12" (305 mm) on center maximum spacing

Reaction Time

It is important to monitor the speed of the reaction in relation to the temperature (substrate and ambient) at the time of application to ensure a complete reaction. Note the charts below for correct 'Part 2' component selection:

Typical Reaction Time Characteristics

A. 5- and 15-Gallon Bag-in-Box Packaging

Temperature	Part 2 Formula	Tack-Free Time (minutes)	Set-Up Time* (minutes)
25°F to 65°F	W	3-4	10-12
40°F+	R	3-5	10-12

B. 1500 ml SpotShot Cartridges

Temperature	Part 2 Formula	Tack-Free Time (minutes)	Set-Up Time (minutes)
0°F – 65°F	W	3-4	10-12
40°F+	R	3-5	10-12

Important: When applying OlyBond500®, board stock must be placed into the adhesive shortly after it had reached its maximum rise while it is still wet and tacky and before it reaches its tack free state. Do not install boards if adhesive is skinned over.

*Time from adhesive application to insulation board installation

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OLYBOND500®
Insulation Adhesive

Precautions
- **In Case of Fire:** Use water spray, foam, or CO_2. Firefighters should be equipped with self-contained breathing apparatus and turnout gear for protection against PMDI vapors and toxic decomposition products. Avoid water contamination in closed container or confined areas.
- **Do Not Leave Adhesive Exposed or Unprotected.** Polyurethane foam or isocyanurate foam products may present a serious fire hazard if exposed or unprotected. Each person, firm, or corporation engaged in the manufacture, production, application, installation, or use of any of these materials should carefully determine whether there is a potential fire hazard associated with such product in a specific usage and utilize all appropriate precautionary and safety measures as outlined in local, state, and federal regulations. When not in use, keep stored containers closed.

First Aid
In case of contact with eyes, immediately flush eyes with running water for at least 15 minutes. Call a physician immediately. In case of contact with skin, wash affected area with soap and water. Remove all contaminated clothing and shoes and clean before re-use. If swallowed, give large amounts of water to dilute. If vomiting occurs, give more water. Call a physician immediately.

Disposal
Do not discharge into lakes, streams, ponds, or public waters. Spilled material, unused contents, and empty containers should be disposed of in accordance with local, state, and federal regulations.

Patent Notice
The OMG PaceCart® dispensing cart and the Bag-in-Box OlyBond500® Part 1/Part 2 adhesive system, including the adhesive dispensing method, are covered by one or more of U.S. Patent Nos. 6,220,526; 8,113,385; 8,132,693; 8,167,170; 8,342,372; 8,474,658 and 9,327,308; and Canadian Patent No. 2,591,502, Canadian Parent No. 2,821,451 and U.S. Patent Pending.

Limitations
- OlyBond500® is not recommended for use with Polyisocyanurate board stock larger than 4' x 4' (1.21 m x 1.21 m).
- OlyBond500® is not recommended for use during wet weather.
- OlyBond500® cannot be used on dirty or grease-laden surfaces.
- OlyBond500® is not recommended for use on any roof deck that shows signs of deterioration or loss of structural integrity.
- OlyBond500® is not recommended for use after the expiration date. Contact OMG at 800-633-3800 for options and instructions.

Storage and Handling
- Store in a cool, dry location at temperatures between 55°F (12.8°C) and 85°F (29.4°C). Protect from freezing at all times. If properly stored, the shelf life for unopened product is 18 months from the date of manufacture.
- Keep containers closed. Contamination by moisture or basic compounds can cause dangerous pressure build-up in a closed container.
- The minimum product temperature before application should be 72°F (22.2°C). The minimum ambient and surface temperatures should be 40°F (4.4°C) and rising unless the SpotShot winter formulation is being used.

Bid 2425 Construction
Appendix A
PCC Expansion
City Issued Bid

Manufactured by:

OMG ROOFING PRODUCTS

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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 ¾" (19.1 mm), wood plank decks a minimum of 1" (25.4 mm), and ½" (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 insula- tion. 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.

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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 5/8" (41.3mm)	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 ¾" (44.4 mm)
New Insulation:	+	½" (12.7 mm)
Min. Embedment:	+	¾" (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:	+	¾" (19.1 mm)
Total Fastening Range:	=	

The proper #12 Fastener is:

Appendix A
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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.

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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)

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.

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)

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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.

Appendix A
Bid 24-23 Construction -
YRCC Expansion
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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

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We protect what matters most™

Appendix A
Bid #-For Construction -
YRSC Expansion
City Issued Bid
CONFIDENTIAL

8150 North 116 E. Avenue
Owasso, OK 74055-2646

Phone: 918-272-6977
Fax: 918-272-6122

MURRAY WOMBLE, Inc.

Since 1922

February 6, 2024

City of Fayetteville Purchasing Division
Attention: Amanda Beilfuss – Sr. Purchasing Agent

RE: Yvonne Richardson Community Center Addition
Substitution Request
Section 10 22 39 – OPERABLE PARTITIONS

Amanda,

I have enclosed the following substitution request for this project:

- Kwik-Wall model 3030 Product Data
- Kwik-Wall/Modernfold Comparison Chart
- Kwik-Wall 56 STC Acoustic Test Report
- Murray Womble Installer Certification Letter

Here are a few differences between Kwik-Wall and the Modernfold specified product:

- Kwik-Wall has a 52 STC and a 56 STC. We will be bid the 56 STC. 54 STC is specified.
- Kwik-Wall does not have an automatic top seal. Kwik-Wall's top seal is manually operated. Only Modernfold has an automatic top seal.
- Kwik-Wall has a standard 5/10-year warranty. Modernfold has a standard 2/5-year warranty.
- Kwik-Wall's vinyl finish is 21 oz. Modernfold's vinyl is 15 oz.

Both Hufcor and Panelfold are approved equivalent systems. Hufcor and Panelfold are out of business. Let me know if you have any questions. Murray Womble Inc./Kwik-Wall would appreciate the opportunity to bid this project.

Sincerely,

Timm Smith
Sales Representative – Murray Womble Inc.
918-600-9286 – cell
tsmith@murraywomble.com - email

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

3030/3030GL TECHNICAL DATA

3000 Series panels, Hinged in Pairs

Bid 24-23, Construction - Appendix A
YRCC Expansion
City Issued Bid

KWIK-WALL... One Source for Wall Systems.

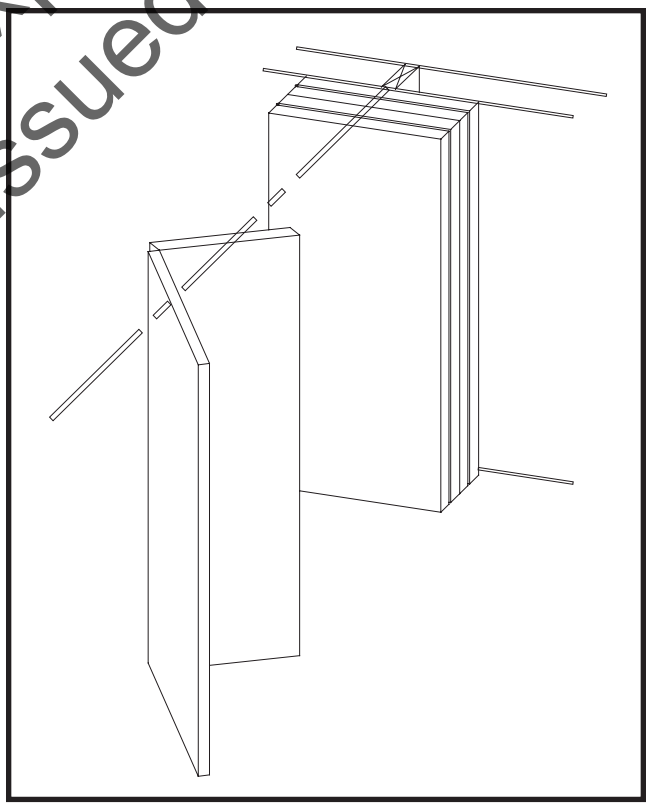
KWIK-WALL's 3000 Series - Steel Panel operable wall systems answer the challenge for space division needs posed by multi-purpose room layouts. Years of continuing research and development have produced many outstanding features!

KWIK - WALL's Model 3030/3030GL - Hinged Pairs operation is our most requested configuration featuring panels that are hinged together in groups of two (2) which allow multiple panels to be moved quickly, easily and efficiently. Hinged Pair panels are ideally suited for straight-run room division applications up to 16'-2" [4.93] in height. The model 3030 construction features panels that are 4" [101.6] thick, manufactured of a durable roll-formed steel frame, and standard steel skins for maximum durability and sound control. Optional acoustical glass inserts, (3030GL) are also available.

SOUND CONTROL...

KWIK-WALL's 3000 Series - Steel Panel is a complete line of acoustically rated wall systems that are designed and manufactured to meet the most demanding sound control requirements. Sound Transmission Class (STC) ratings from 43 STC to 56 STC have been tested and certified in an independent acoustical laboratory in accordance with ASTM E 90 and ASTM E 413 test procedures. The STC ratings represent a single number expression of the effectiveness of an operable wall in preventing the passage of transmitted sound in the range* of 125 Hz to 4,000 Hz. For assistance with designing room division applications using Operable, Glass or Accordion wall systems, please contact your local KWIK-WALL distributor.

*The average human ear has an audibility range from 125 Hz to 4,000 Hz. Levels in excess of 65 dB to 70 dB are generally too loud for ordinary speech communication. When the sound pressure exceeds 120 dB, it normally passes the threshold of pain.



1.01 WORK INCLUDED

A. Operable Wall System shall be furnished, installed and serviced by KWIK-WALL's authorized distributor, in compliance with the architectural drawings and specifications contained herein.

1.02 RELATED WORK

A. Structural Support: Structural support system required for suspending the operable wall shall be designed, installed and pre-punched by others, in accordance with ASTM E 557 and KWIK-WALL's shop drawings.

B. Insulation: Sound insulation and baffles for the plenum area above the track system, under the permanent floor, inside air ducts passing over or around the operable wall, and in permanent walls adjoining the operable wall system shall be by others, in accordance with ASTM E 557.

C. Opening Preparation: Proper and complete preparation of the operable wall system opening shall be by others in accordance with ASTM E 557, and shall include floor leveling; plumbness of adjoining permanent walls; substrate and / or ceiling tile enclosures for the track system; and the painting and finishing of trim and other materials adjoining the head and jamb areas of the operable wall. Any permanent wall(s) receiving an adjustable or fixed wall jamb will require internal structural blocking in order to secure the jamb to the permanent wall. Refer to a copy of the shop drawings for additional details.

1.03 SYSTEM DESCRIPTION

A. The operable wall system shall consist of Hinged Pairs operation, featuring panels hinged together in evenly matched pairs (groups of two (2)), unless otherwise specified.

B. The operable wall system shall consist of acoustically rated panels tested in accordance with ASTM E 90 and ASTM E 413 test procedures, and shall have achieved a STC rating as specified herein (see "Acoustical Performance" article listed under Part 2 - Products).

1.04 QUALITY ASSURANCE

A. The operable wall shall have been tested in an independent acoustical testing laboratory in accordance with ASTM E 90 and ASTM E 413 test procedures.

B. The operable wall panel construction and finish materials shall consist of Class A rated materials in accordance with ASTM E 84.

C. The operable wall shall be installed by the KWIK-WALL's authorized distributor in accordance with ASTM E 557.

1.05 REFERENCES

A. ASTM E 90: Laboratory Measurement of Airborne-Sound Transmission Loss of Building Partitions.

B. ASTM E 413: Determination of Sound Transmission Class (STC).

C. ASTM E 557: Architectural Application and Installation of Operable Partitions.

D. ASTM E 84: Surface Burning Characteristics of Building Materials.

E. ASTM A 653: Specification for General Requirements for Steel Sheet, Alloy-Coated (Galvannealed) by the Hot Dip Process.

F. ASTM C 423: Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.

G. CCC-W-408A-D: Federal Specification which applies to Vinyl Coated Wall Coverings.

H. CFFA-W-101-B: Chemical Fabrics and Film Association Quality Standard for Vinyl Coated Fabric Wall Coverings.

I. ATTM E 2190: Certification and testing for Insulated Glass inserts.

1.06 SUBMITTALS

A. KWIK-WALL shall provide written technical information and related detail drawings, which demonstrate that the products comply with contract documents for each type of operable partition specified.

B. KWIK-WALL shall provide detailed engineering drawings featuring track plan, panel elevation, horizontal and vertical details and beam punching template as required.

C. KWIK-WALL shall provide written test report of the independent acoustical testing laboratory certifying the attainment of the specified STC rating, upon request.

D. KWIK-WALL shall provide written instructions specifying the proper operation and maintenance of the operable wall system.

E. KWIK-WALL shall provide a color selector demonstrating the manufacturer's selections of the specified finish material. Samples shall consist of actual swatches of the specified finish material.

1.07 DELIVERY, STORAGE AND HANDLING

A. Panels shall be individually wrapped in a protective plastic covering to keep panels clean during delivery, storage and handling.

B. Panels shall be stored on edge and above the floor on cushioned blocking in a dry and ventilated area, protected from humidity and temperature extremes.

1.08 SEQUENCING / SCHEDULING

A. Beam Punching: KWIK-WALL shall provide beam punching template drawing detailing the anchor locations for the suspended track system (as required for Drop Rod Mounting), as required for the fabrication and installation of structural overhead support by others.

B. Track Installation: Scheduling of operable wall track installation shall occur after structural overhead support has been properly and completely fabricated and installed by others.

C. Panel Installation: Operable wall panel installation shall occur after fixed wall substrate construction is properly and completely installed by others, as required

1.09 WARRANTY

A. KWIK-WALL shall warrant each operable wall panel and its component parts to be free from defects in material and workmanship for a period of five (5) years from the date of delivery to the original purchaser, when installed by an authorized KWIK-WALL distributor. KWIK-WALL also warrants the fixed top seals, track, carriers, and its component parts to be free from defects in material and workmanship for a period of ten (10) years. (see actual warranty on Page 16 for details and limitations).

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Bid 24-23, Construction -
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2.01 ACCEPTABLE MANUFACTURER

A. Operable walls shall be Series 3000, Model 3030/3030GL Hinged Pairs as manufactured by KWIK-WALL Company.

2.02 PANEL CONSTRUCTION

A. Panel Dimensions: Standard panel dimension shall be a nominal 4" [101.6] thick.

B. Panel Frame: Steel frame shall be 16-gauge galvanneal steel, which meets or exceeds ASTM A 653 requirements. Frame shall be all-welded construction with steel corner supports and cross bracing reinforcement. Panel frame shall be Class A rated, fire retardant, non-combustible and non-corrosive in accordance with ASTM E 84.

C. Panel Skins: Panel skins shall be Class A rated in accordance with ASTM E 84. Panel skin material shall consist of (select):

1. Standard Steel Skins: consisting of minimum 22-gauge tension leveled galvanneal steel, pressure laminated to a structural acoustical backer and mechanically fastened to the steel frame to form a rigid, unitized and structural panel.

2. Optional Acoustical Substrate: consisting of structural acoustical substrate pressure laminated to both sides of the steel frame to form a rigid, unitized and structural panel.

3. Optional Wood Veneer: consisting of particle board core covered with wood veneer and pressure laminated to both sides of the steel frame to form a rigid, unitized and structural panel.

4. Optional High Pressure Laminate: consisting of gypsum board core covered with general purpose plastic laminate and Phenolic backer sheet, which is pressure laminated to both sides of the steel frame to form a rigid, unitized and structural panel.

D. Optional Glass Insert (3030GL): Opening cut out in panel shall be glazed with insulated glass that is manufactured in accordance with ASTM E 2190. Glass type shall be an acoustical insulated glass unit 1 3/4" [44.5] thick with 1" [25.4] air space. Glass shall be retained in opening cut out using an aluminum extrusion.

E. Panel Hinges: Panel hinges shall be (select)
1. Architectural grade, full leaf butt hinges.
2. Concealed hinges

F. Panel Weight: Maximum panel weight shall be 5.9 - 12.9 lbs./ft.^{2} (29 - 63 kg/m^2) depending on STC rating, size and options selected.

2.03 OPERATION

A. Operation shall be Hinged Pairs, consisting of panels hinged together in groups of two (2), unless otherwise specified. Panels shall be top-supported by one (1) carrier in each panel.

2.04 STACK ARRANGEMENTS

A. Stack Type: Panel storage configuration shall be Center Stack, consisting of panels stacked on center to the wall's installed position.

B. Stack Quantity: Panels shall be stored at (select):

1. Standard One End: on one end of the wall run.

2. Optional Both Ends: on both ends of the wall run.

2.05 FINISHES

A. Finish Material Type: Panel finish material shall be Class A (except wood veneer) rated in accordance with ASTM E 84, consisting of (select):

1. Vinyl: consisting of Type II, reinforced vinyl weighing 21 oz./lin. yd. (651 g/lin. m). Vinyl shall meet or exceed CCC-W-408A and CFFA-W-101-D quality standards.

2. Optional Upgrade Fabric: consisting of fade and tear resistant fabric that resists water-based stains weighing 13 oz./lin. yd. (403 g/lin. m).

4. Optional Basics Carpet: consisting of acoustically absorbent, non-woven needle punch fibers fused to prevent fraying and unraveling of material weighing 28.5 oz./lin. yd. (884 g/lin. m). Basics Carpet shall achieve a minimum NRC rating of .20 (applied over gypsum substrate) accordance with ASTM C 423.

5. Optional Upgrade Carpet: consisting of acoustically absorbent, non-woven needle punch fibers fused to prevent fraying and unraveling of material weighing 20 oz./lin yd (713 g/lin m) Upgrade carpet shall achieve a minimum NRC rating of .25 (applied over gypsum substrate) in accordance with ASTM.

6. Optional High Pressure Laminate: consisting of gypsum board core covered with general purpose plastic laminate and Phenolic backer sheet, which is pressure laminated to both sides of the steel frame to form a rigid, unitized and structural panel.

7. Optional Wood Veneer: consisting of unfinished flat cut wood veneer laminated to 1/2" [12.7] thick particle board core. Veneer shall be book / running matched within a panel, and vertically edge banded if trimless astragals are specified.

Notes: Optional Class "A" rated particle board is available. Acoustical substrate STC ratings apply for Wood Veneer panel construction..)

8. Optional Unfinished: consisting of panels with exposed acoustical substrate or steel skins for field applied wall covering or painting.

B. Finish Material Supplier: Finish material shall be (select):
1. Standard Factory Supplied: from manufacturer's standard selection of finish materials, as specified.

2. Optional Customer Supplied: from customer's selection of finish material, by others, and as approved by KWIK-WALL Company.

C. Finish Material Application: Finish material shall be (select):
1. Standard Factory Applied: by operable wall manufacturer. Customer supplied finish material samples must be submitted to manufacturer for testing and approval prior to acceptance and application.

2. Optional Field Applied: by others.

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2.06 PERIMETER TRIM AND SEALS

A. Vertical Trim and Seals: Panels shall have vertical astragals containing flexible vinyl seals and incorporate reversible tongue and-groove-type configurations for positive interlocking with adjacent panels. Vertical astragal type shall be (select):

1. Standard Trimless Astragal: consisting of an aluminum extrusion with tongue-and-groove-type vertical astragals. Vertical trim shall not be permitted on the panel faces, resulting in a minimal groove appearance between adjacent panels.
2. Optional Cap-type Astragal: consisting of an aluminum extrusion with tongue-and groove-type vertical astragals for protecting the finish material and substrate along the vertical edge of the panel.

B. Horizontal Top Trim and Seals: Top seals shall consist of flexible vinyl sweep seals installed on both sides of the panel. The seals shall consist of a compressed bulb between two (2) fingers of vinyl. Top seal type shall be (select):

1. Standard Fixed Top Seals: consisting of continuous-contact flexible vinyl sealing against the bottom flange of the overhead track.
2. Optional Operable Top Seals: consisting of an edge-activated seal using a removable wrench as supplied by manufacturer. Top seals shall provide a maximum ½" [13] of travel.

Note: Optional Operable Top Seals are not available with 850 Hinged Pairs Steel Track.

C. Horizontal Bottom Trim and Seals: Bottom seals shall consist of multiple fingers of flexible vinyl for positive contact and sealing with various floor surfaces. Bottom seal type shall be (select):

1. Standard Operable Bottom Seals: consisting of an edge activated seal using a removable wrench as supplied by manufacturer. Bottom seals shall provide 2" [50.8] of nominal travel.
2. Optional Adjustable Bottom Seals: consisting of field adjustable, continuous-contact vinyl sweep seals with 2" [50.8] nominal height with 3/4" [19] of nominal adjustment.
3. Optional Automatic Bottom Seals: consisting of self-activated seals providing 2" [50.8] of nominal travel.

D. Horizontal and Vertical Panel Trim: All exposed panel trim and hinges shall be of one (1) similar color (select):

1. Dark Bronze.
2. Grey.

2.07 CLOSURE SYSTEMS

A. Initial Closure System: The lead panel (the first panel exiting the stack) shall form a seal vertically against a rigid wall surface, as accomplished by a (select):

1. Standard Bulb Seal: consisting of continuous-contact, flexible vinyl bulb seal(s) installed along the vertical edge of the lead panel for positive compression against a rigid wall surface.
2. Optional Fixed Starter Jamb: consisting of an aluminum extrusion, which is permanently mounted to a structural wall surface. The Fixed Starter Jamb shall incorporate a tongue-and-groove-type vertical astragal for positive interlocking with the lead panel.
3. Optional Adjustable Starter Jamb: consisting of an aluminum extrusion which is permanently mounted to a structural wall surface and is field-adjustable to compensate for out-of-plumb conditions of the fixed wall. The Adjustable Starter Jamb shall incorporate a tongue-and-groove-type vertical astragal for positive interlocking with the lead panel.

B. Final Closure System: The final closure panel (the last panel exiting the stack) shall form a seal vertically against a rigid wall surface. The type of final closure panel shall be (select):

1. Standard Expander Panel Closure: consisting of an expander mechanism with a nominal 5" [127] of travel, activated from the face of the panel using a removable wrench as supplied by manufacturer. The Expander Panel shall be equipped with an adjustable bottom seal (standard) or (optional) operable bottom seal, and a flush pull handle.
2. Optional Hinged Panel(s) Closure: consisting of a half panel hinged permanently and directly to a structural wall surface. The Hinged Panel(s) shall be equipped with an adjustable bottom seal, a lap-type extrusion for sealing against its adjacent panel (standard) or (optional) expander mechanism with a nominal 5" [127] of travel, activated from the face of the panel using a removable wrench, and a flush pull handle on each side of the panel.
3. Optional Communicating Panel Closure: consisting of a full sized panel hinged permanently and directly to a structural wall surface. The Communicating Panel shall function as a full height pass door (maximum panel size: 3'-0" [.91] wide x 10'-2" [3.10] high), with an adjustable bottom seal, a lap-type extrusion for sealing against its adjacent panel, and a flush pull handle on each side of the panel.
4. Optional Three-Panel-Train Closure: consisting of three (3) panels hinged together to form a three-panel-train. The last panel in the train shall incorporate an expander mechanism, activated from the face of the panel with a removable wrench as supplied by manufacturer, that extends a nominal 5" [127] to seal against a rigid wall surface. The three (3) panels in the train will be equipped with adjustable bottom seals, and a flush pull handle.
5. Optional Lap Closure: consisting of a pair of panels equipped with bulb seals for sealing against a rigid wall surface on one side, and a lap-type extrusion that overlaps with the adjacent panel on the opposite side. The Lap Closure panel shall be equipped with adjustable bottom seals, and a flush pull handle.
6. Optional Single Panel Expander Closure: consisting of an expander mechanism with a nominal 5" [127] of travel, activated from the face of the panel using a removable wrench. The Single Panel Expander shall be capable of rotating 360° and shall be equipped with an adjustable bottom seal (standard) or (optional) operable bottom seal, and a flush pull handle.
7. Optional Pocket Door(s): (see "Series 3000 Pocket Door" brochure for complete details and specifications).

Note: Optional Automatic Bottom Seal is not available in conjunction with Final Closure panel(s).

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2.08 ACOUSTICAL PERFORMANCE

A. Certification: The operable wall shall have been tested in an independent acoustical testing laboratory in accordance with ASTM E 90 and ASTM E 413 test procedures.

B. STC Rating: The operable wall acoustical performance rating shall be based on (select):

1. Standard Steel Skins: with a standard rating of 52 STC, or optional ratings of 46 STC, 50 STC or 56 STC.

(Note: Not available with optional Wood Veneer.)

2. Optional Acoustical Substrate: with optional ratings of 43 STC, 46 STC, 48 STC or 50 STC.

3. Optional Glass Insert (3030GL): Standard acoustical substrate: with a standard rating of 43 or 48 STC.

2.09 PANEL ACCESSORIES

A. Accessories including Pass Doors; Single or Double, Panic Bar Hardware, Concealed Door Closures, Room Viewers, Exit Signs, Dry Marker Writing Surfaces, Recessed Eraser Trays, Vision Lites, Tack Surfaces and Pocket Doors shall be compatible with other accessories and options, furnished and installed by KWIK-WALL as noted on submitted shop drawings.

2.10 TRACK SYSTEMS

A. Track Type: The operable wall track system shall be (select):

1. Standard Hinged Pairs Aluminum Track: extruded from structural aluminum alloy, which prohibits deterioration caused by rust or corrosion. The aluminum track shall have a durable anodized clear satin finish, which resists color fading and flaking. The track shall utilize grooves and interlocking steel pins for positive alignment of adjacent track sections. The track joints shall be reinforced overhead by a heavy-duty steel bracket made of hot-rolled, 3/8" [10] thick plate steel. Aluminum track shall include an integral nut slot to accept a hardened steel square nut to facilitate attachment of each steel all-rod and splice brackets to the overhead structural support.

2. Optional Hinged Pairs Steel Track: consisting of roll-formed, low carbon steel, .215" [5] thick. The steel track shall have a durable powder-coated, off-white finish, which resists color fading and flaking. The steel track shall be reinforced overhead by heavy duty steel brackets made of hot-rolled, 3/8" [10] thick plate steel, as required for attaching threaded all-rod to the overhead structural support and for aligning track sections at each splice joint.

3. Optional Unispan by Kwik-Wall: overhead support truss with Type 40 track for hinged paired panels. (See separate Unispan specification.)

B. Track Size: The track size shall be (selected from Track and Carrier Selection Chart - refer to Chart Below):

1. Type 425 Hinged Pairs Aluminum Track: certified to be capable of supporting up to 525 lbs. (238 kg) of total live load weight per panel.

2. Type 850 Hinged Pairs Aluminum Track: certified to be capable of supporting up to 850 lbs. (386 kg) of total live load weight per panel.

3. Type 850 Hinged Pairs Steel Track: certified to be capable of supporting up to 850 lbs. (386 kg) of total live load weight per panel.

4. Optional Unispan by Kwik-Wall: overhead support truss with Type 40 track for hinged paired panels. (See separate Unispan specification.)

2.11 CARRIER SYSTEMS

A. Carrier Type: Each Hinged Pair panel shall be top supported by one (1) carrier utilizing a 5/8" [16] diameter pendant bolt. The carrier type shall be (select):

1. Type 425 Standard Polymer Tire Carrier: consisting of four (4) permanently-lubricated, precision ball bearing steel wheels with high strength polymer tires, as required for smooth and quiet operation.

2. Type 850 Standard Polymer Tire Carrier: consisting of four (4) permanently-lubricated, precision ball bearing steel wheels with high strength polymer tires, as required for smooth and quiet operation.

3. Type 850 Optional Steel Wheel Carrier: consisting of four (4) permanently-lubricated, precision ground ball bearing polished steel wheels, as required for ease of panel movement.

4. Type 40 Optional Polymer Tire Carrier: certified to be capable of supporting up to 900lbs (408kg) of total live load weight per panel when using optional Unispan by Kwik-Wall overhead support truss system. (See separate Unispan specification.)

B. Carrier Size: The carrier size shall be (select from Track and Carrier Selection Chart - refer to Chart on page 10):

1. Type 425 Hinged Pairs Polymer Tire Carrier: certified to be capable of supporting up to 525 lbs. (238 kg) of total live load weight per panel.

2. Type 850 Hinged Pairs Polymer Tire Carrier: certified to be capable of supporting up to 850 lbs. (386 kg) of total live load weight per panel.

3. Type 850 Hinged Pairs Steel Wheel Carrier: certified to be capable of supporting up to 850 lbs. (386 kg) of total live load weight per panel.

4. Type 40 Optional Polymer Tire Carrier: certified to be capable of supporting up to 900lbs (408kg) of total live load weight per panel when using optional Unispan by Kwik-Wall overhead support truss system. (See separate Unispan specification.)

2.12 SUSPENSION SYSTEMS

A. Mounting Systems: The track shall be supported by (select):

1. Standard Drop Rod Mount: consisting of adjustable rods of grade 2, 3/8" [10] diameter threaded steel all-rod provided with 3/8" [10] serrated steel nuts.

2. Optional Direct Mount: consisting of 3/8" [10] x 3" [76] lag screws for attachment to an overhead structural (wood) support. (Direct Mount track installations should not exceed 425 lb. (193 kg) of panel weight.)

3. Optional Drop Rod Bracket Mount: consisting of 3/8" [10] thick steel brackets mounted to top of track and supported with adjustable rods of grade 2, 3/8" [10] diameter threaded steel all rod provided with 3/8" [10] serrated steel nuts.

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3.01 INSPECTION

A. Proper and complete preparation of the operable wall system opening shall be by others in accordance with the architectural drawings, KWIK-WALL's shop drawings and ASTM E 557. Any deviation of the actual opening from these specifications shall be called to the attention of the architect prior to the installation of the operable wall.

B. Deficiencies in the operable wall opening shall be corrected by others prior to installation of the operable wall.

3.02 INSTALLATION

A. The operable wall system shall be installed by KWIK-WALL's authorized distributor.

B. The operable wall shall be installed in accordance with KWIK-WALL's written instructions, shop drawings and ASTM E 557 installation guidelines.

3.03 ADJUSTING AND CLEANING

A. The operable wall panels and track system shall be adjusted and cleaned in accordance with KWIK-WALL's written instructions.

3.04 PROTECTION

A. The operable wall panels shall be stored in the stacked (retracted) position prior to acceptance by the owner's representative.

3.05 DEMONSTRATION

A. KWIK-WALL's authorized distributor shall demonstrate proper operation and explain proper and necessary maintenance requirements of the operable wall system to the owner's representative.

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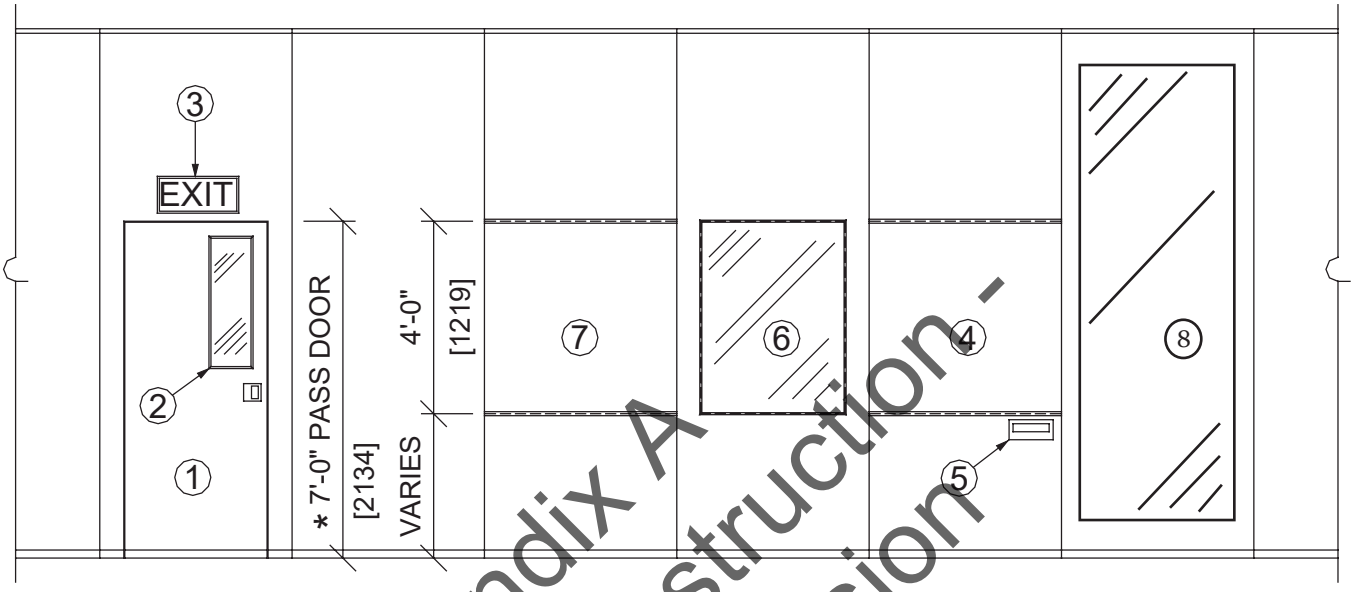
KWIK-WALL offers a full complement of accessories for customizing any operable wall system to meet the specific needs of the most demanding project.



ACCESSORIES

1. Pass Door (Single shown, double available)
2. Pass Door Vision Lite
3. Exit Sign
4. Writing Surface
5. Recessed Eraser Tray
6. Panel Vision Lite
7. Tack Surface
8. Insulated Glass Insert (3030GL)
9. Pocket Door (Not shown)

Notes:
1. * 7' - 8" (2.34m) minimum panel fabrication height required.
2. For complete specifications and details of KWIK-WALL Accessories, please visit our website at www.kwik-wall.com.

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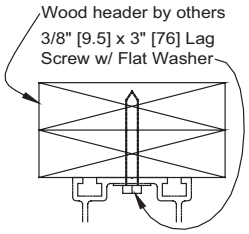
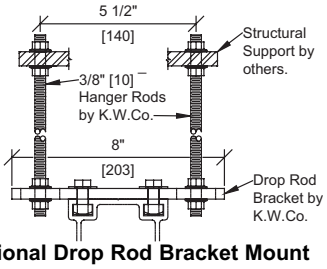
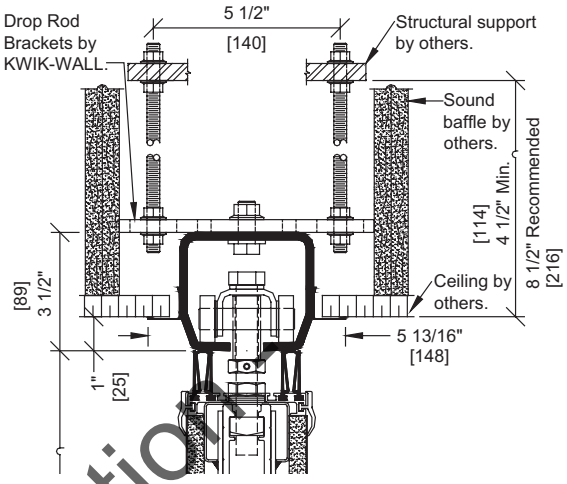


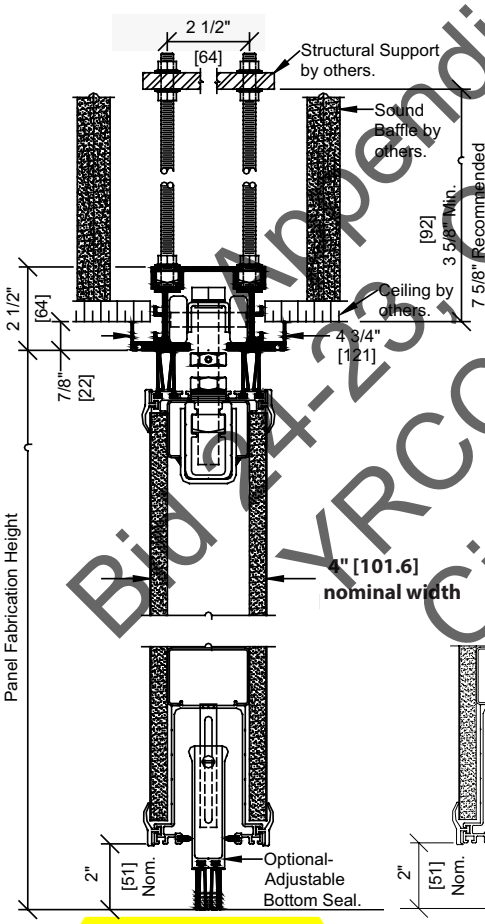
Optional Direct Mount



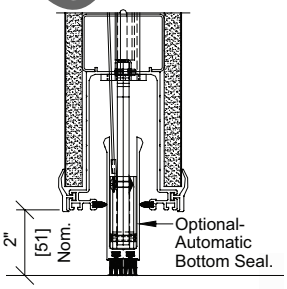
Optional Drop Rod Bracket Mount



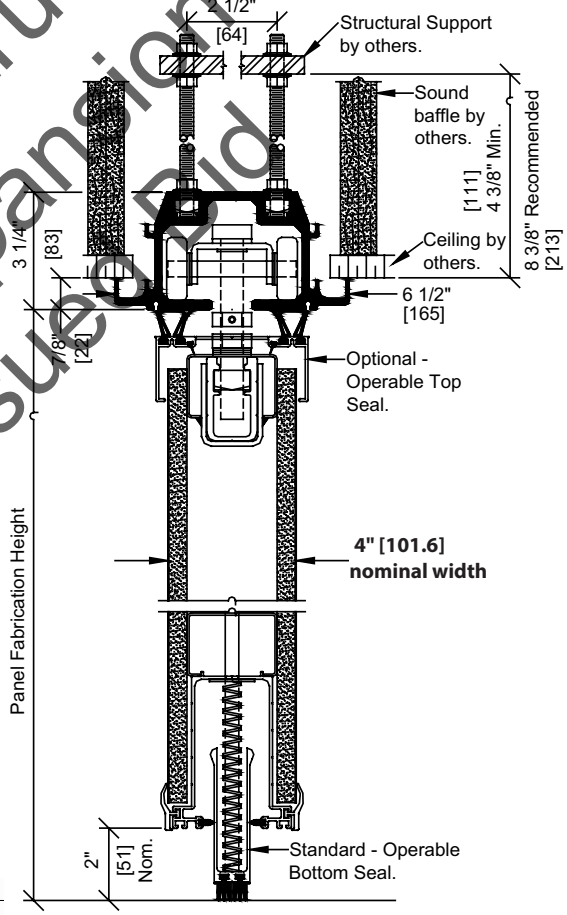
850 Hinged Pairs
Steel Track and Carrier



425 Hinged Pairs
Aluminum Track and Carrier



Automatic
Bottom Seal



850 Hinged Pairs
Aluminum Track and Carrier

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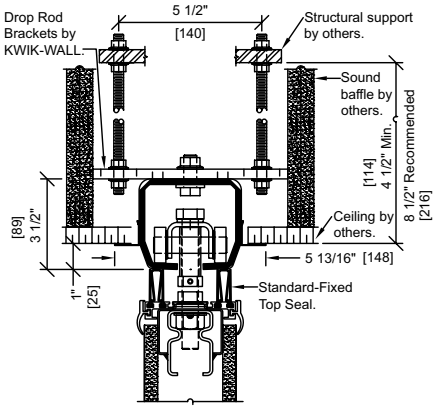
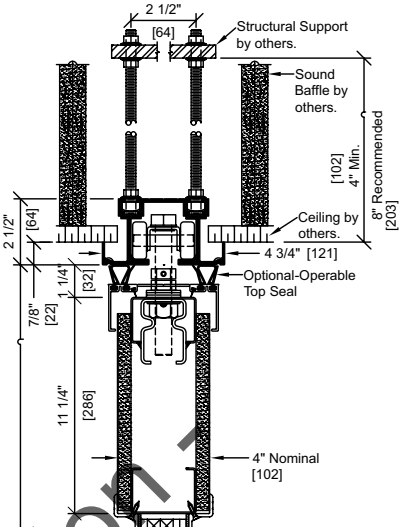
Notes:
1. Optional operable top seal requires standard operable bottom seal.
2. Optional automatic bottom seal is not available with final closure panel(s).

MODEL 3030 GL VERTICAL DETAILS

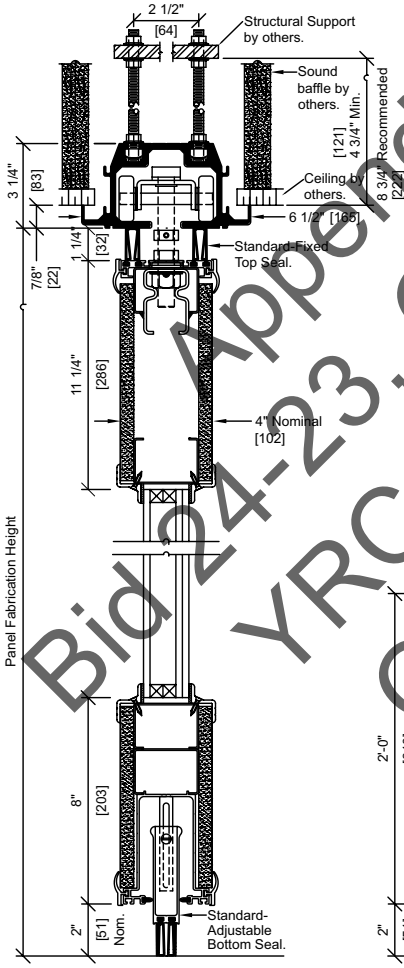


850 Hinged Pairs
Steel Track and Carrier

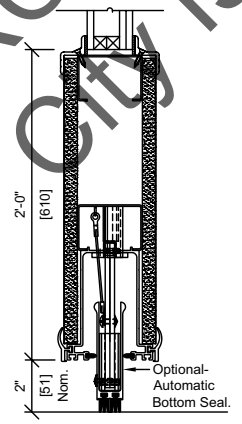


3000 Series - 43 STC
1 3/4" Overall Thickness
1/2" Laminated Glass - 1" Air Space
1/4" Tempered Glass

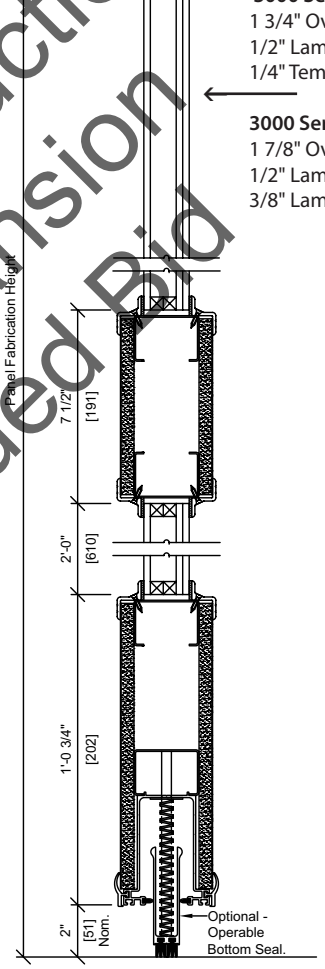
3000 Series - 48 STC
1 7/8" Overall Thickness
1/2" Laminated Glass - 1" Air Space
3/8" Laminated Glass



850 Hinged Pairs
Aluminum Track and Carrier



Optional Automatic
Bottom Seal



425 Hinged Pair
Aluminum Track and Carrier

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Notes:
1. Optional operable top seal requires standard operable bottom seal.
2. Optional automatic bottom seal is not available with final closure panel(s).

MODEL 3030/3030GL TRACK & CARRIER SELECTION CHART

3030 SERIES - TRACK AND CARRIER SELECTION CHART

Panel Skin Type	Maximum Panel Weight lb./ft²	STC Rating	Panel Fabrication Height* Up to 8' - 2" [2.49]	Up to 9' - 2" [2.79]	Up to 10' - 2" [3.10]	Up to 11' - 2" [3.40]	Up to 12' - 2" [3.71]	Up to 13' - 2" [4.01]	Up to 14' - 2" [4.32]	Up to 15' - 2" [4.62]	Up to 16' - 2" [4.93]	Up to 22' - 2" [6.76]	Up to 24' - 2" [7.37]
Acoustical Substrate	5.9 (29 kg/m²)	43								Not Available			
Acoustical Substrate	6.6 (32 kg/m²)	46											
Acoustical Substrate	7.5 (37 kg/m²)	48		425 TRACK CARRIERS									
Acoustical Substrate	9.0 (44 kg/m²)	50											
Steel Skin	8.5 (41 kg/m²)	46											
Steel Skin	9.5 (46 kg/m²)	50											
Steel Skin	9.5 (46 kg/m²)	52								850 TRACK & CARRIERS			
Steel Skin	12.9 (63 kg/m²)	56											

** Estimated panel weights are for intermediate panels. Weight may vary due to substrate, size, or function of panel. Add 105 lbs for pass door.
Add 6 lbs per lin ft height for expanders. Add 3.5 to 8 lbs per lin ft for track. Depending on panel options selected Kwik-Wall may require 850 Track & Carriers

MODEL 3030 GL - TRACK AND CARRIER SELECTION CHART

PANEL SKIN TYPE	MAXIMUM PANEL WEIGHT lb. / ft.²	STC RATING	PANEL FABRICATION HEIGHT* Up to 8'-2" (2.49 m)	Up to 9'-2" (2.79 m)	Up to 10'-2" (3.10 m)	Up to 11'-2" (3.40 m)	Up to 12'-2" (3.71 m)	Up to 13'-2" (4.01 m)	Up to 14'-2" (4.32 m)	Up to 16'-2" (4.93 m)	Up to 24'-2" (7.37 m)
Acoustical Substrate	11.3 (55 kg/m²)	43/48	425 Track & Carriers								
Steel Skin	12.3 (60.5 kg/m²)	43/48				850 TRACK & CARRIERS					

*Based on 4' - 0" [1.22] Intermediate panel widths.
*For Panel fabrication heights over 16'2" (4.93m) please contact Kwik-Wall Company for design assistance.

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MODEL 3030/3030GL PANEL WEIGHTS

MODEL 3030 PRODUCT GUIDE
Standard Steel Skin Construction

STC Rating	Panel Thickness (nominal)	Max. Panel Weight lb./ft.²	Maximum Panel Height	Maximum Wall Width
46	4" [101.6]	8.5 (41 kg/m²)	24' - 2" [7.37]	Unlimited
50	4" [101.6]	9.5 (46 kg/m²)	24' - 2" [7.37]	Unlimited
52	4" [101.6]	9.5 (46 kg/m²)	24' - 2" [7.37]	Unlimited
56	4" [101.6]	12.9 (63 kg/m²)	24' - 2" [7.37]	Unlimited

MODEL 3030 PRODUCT GUIDE
Optional Acoustical Substrate Construction

STC Rating	Panel Thickness (nominal)	Max. Panel Weight lb./ft.²	Maximum Panel Height	Maximum Wall Width
43	4" [101.6]	5.9 (29 kg/m²)	14'-2"(4.32 m)	Unlimited
46	4" [101.6]	6.6 (32 kg/m²)	14'-2"(4.32 m)	Unlimited
48	4" [101.6]	7.5 (37 kg/m²)	14'-2"(4.32 m)	Unlimited
50	4" [101.6]	9.0 (44 kg/m²)	14'-2"(4.32 m)	Unlimited

*Optional Wood Veneer only available as Acoustical Substrate Construction.
** Estimated panel weights are for intermediate panels. Weight may vary due to substrate, size, or function of panel. Add 105 lbs [47kg] for pass door. Add 6 lbs [3kg] per lin ft height for expanders. Add 3.5 to 8 lbs [1.6 to 3.6kg] per lin ft for track.
*** Standard features can be modified, contact your Kwik-Wall distributor for the features you want.
**** Horizontal Splice: Heights over 14'2" [4.31] with Acoustical Substrate require a structural splice.

MODEL 3030 GL PRODUCT GUIDE
Standard Acoustical Substrate Construction

STC Rating	Panel Thickness (nominal)	Max. Panel Weight lb./ft.²	Maximum Panel Height	Maximum Wall Width
43/48	4" [101.6]	11.3 (55 kg/m²)	14'-2" (4.32 m)	unlimited

MODEL 3030 GL PRODUCT GUIDE
Optional Steel Skin Construction

STC Rating	Panel Thickness (nominal)	Max. Panel Weight lb./ft.²	Maximum Panel Height	Maximum Wall Width
43/48	4" [101.6]	12.3 (60.5 kg/m²)	24' - 2" [7.37m]	unlimited

Acoustical substrate STC ratings apply for Wood Veneer panel construction.
* For panel fabrication heights over 16'-2" [4.93] please contact KWIK-WALL Company for design assistance.

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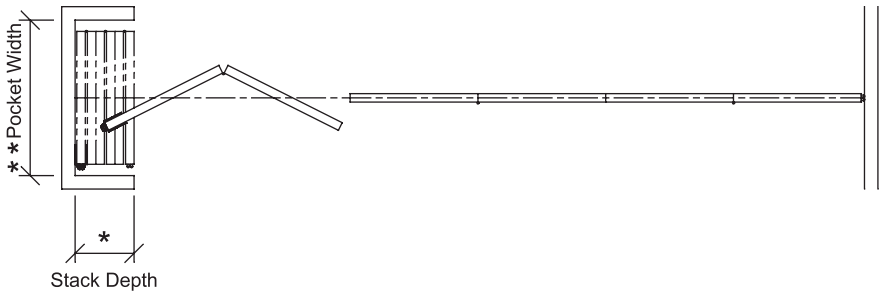
Standard Center Stack

Panels are conveniently stored at one or both ends and stacked on-center to the wall's installed position.



Stack Depth*

The overall depth of the stack area, as required for panel storage, is dictated by the total number of panels in the wall system. KWIK-WALL's Model 3030 - Steel Panels require 4 3/8" [111] per panel. To determine the stack depth, calculate as follows:

Number of Panels x 4 3/8" [111]

*Note: Additional stack depth is required for wall systems containing the following type of panels:

- Expander Panel Closure or Pass Door Panel: 3/4" [19]
- Hinged Panel(s) Closure: 4" [102]
- Pocket Door(s): 6" [152]

**Note: For wall systems that include Pocket Doors, please reference KWIK-WALL's "3000 Series Pocket Door" brochure for pocket layout dimensions and applications.

Pocket Width**

The width of the pocket is determined by the widest panel in the wall run. For specification purposes, assume that the widest panel is 4'-0" (122 cm) maximum. Wall systems that utilize Automatic type bottom seals will require extra pocket width to allow clearance for the actuator that protrudes from the bottom of the lead panel. Pocket width may be calculated as follows:

If Adjustable or Operable Bottom Seals are specified:

Widest Panel + 7" [178]
(allows 3½" [89] for hand clearance on each side)

If Automatic Bottom Seals are specified:

Widest Panel + 10" [254]
(for actuator clearance on one side)

plus

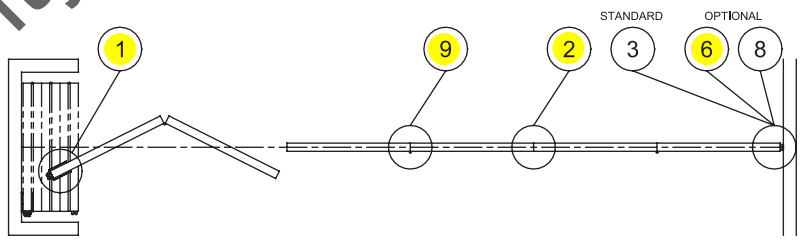
3½" [89]
(for hand clearance on the other side)

Bid 24-23, Construction - Appendix A
YRCC Expansion
City Issued Bid

FINAL CLOSURE SYSTEMS

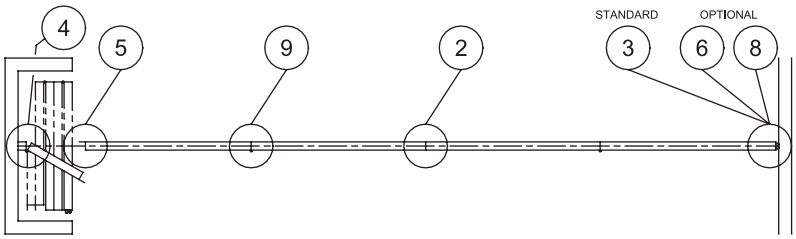
Standard Expander Panel Closure

The final closure panel is equipped with an expander saddle located on the vertical edge of the panel that mechanically telescopes outward to create a positive contact seal with a rigid wall, pocket door or jamb. The expansion of the expander saddle is activated by inserting a wrench into an escutcheon plate located on the panel face. The expander panel is equipped with a flush pull handle and an adjustable bottom seal (standard) or (optional) operable bottom seal.



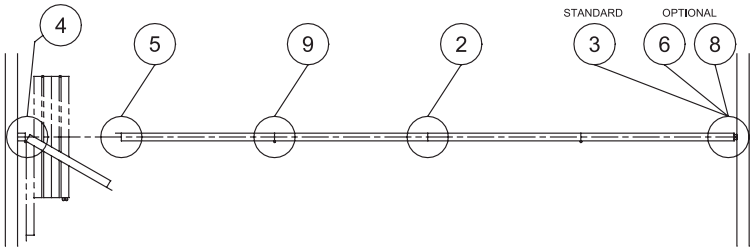
Optional Hinged Panel Closure (Single or Double)

This final closure configuration is accomplished by a (single) half panel which is hinged permanently and directly to a structural wall (as shown at right). The double version includes a second panel that is hinged to the half panel. The closure panel(s) features an adjustable bottom seal(s) and includes a flush pull handle on each side of the panel.



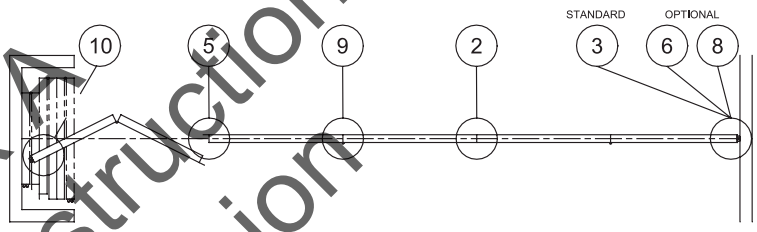
Optional Communicating Panel Closure

This final closure panel is a full-sized panel (maximum 3'-0" [.9] wide x 10'-2" [3.10] high) which is hinged permanently and directly to a structural wall. The Communicating panel functions as a full height pass door, incorporates an adjustable bottom seal and includes a flush pull handle on each side of the panel.



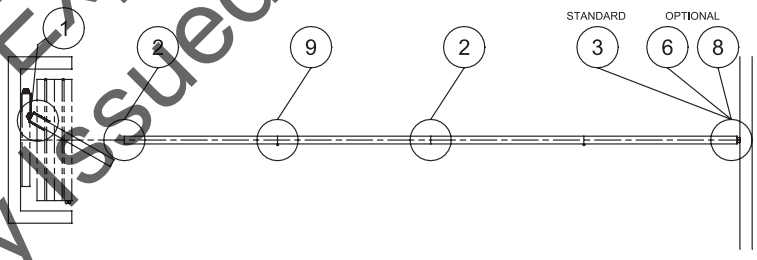
Optional Lap Panel Closure

The final closure is accomplished by two (2) panels equipped with bulb seals for sealing against a rigid wall surface on one (1) side, and a lap-type extrusion that overlaps with the adjacent panel on the opposite side. The lap closure panel is equipped with adjustable bottom seals and includes a flush pull handle.



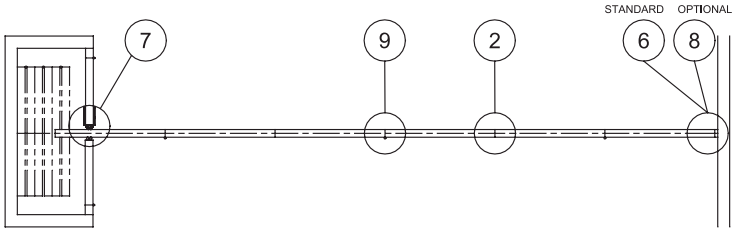
Optional Single Panel Expander Closure

The final closure panel is equipped with an expander mechanism in the same way as the more common expander panel. The single panel expander shall be center hung and capable of rotating 360° and, is equipped with an adjustable bottom seal (standard) or (optional) operable bottom seal and is used specifically with hinged pairs operation, and includes a flush pull handle. (Maximum panel height is 12'-2" [3.71]).



Optional Double Pocket Doors with Expander Closure

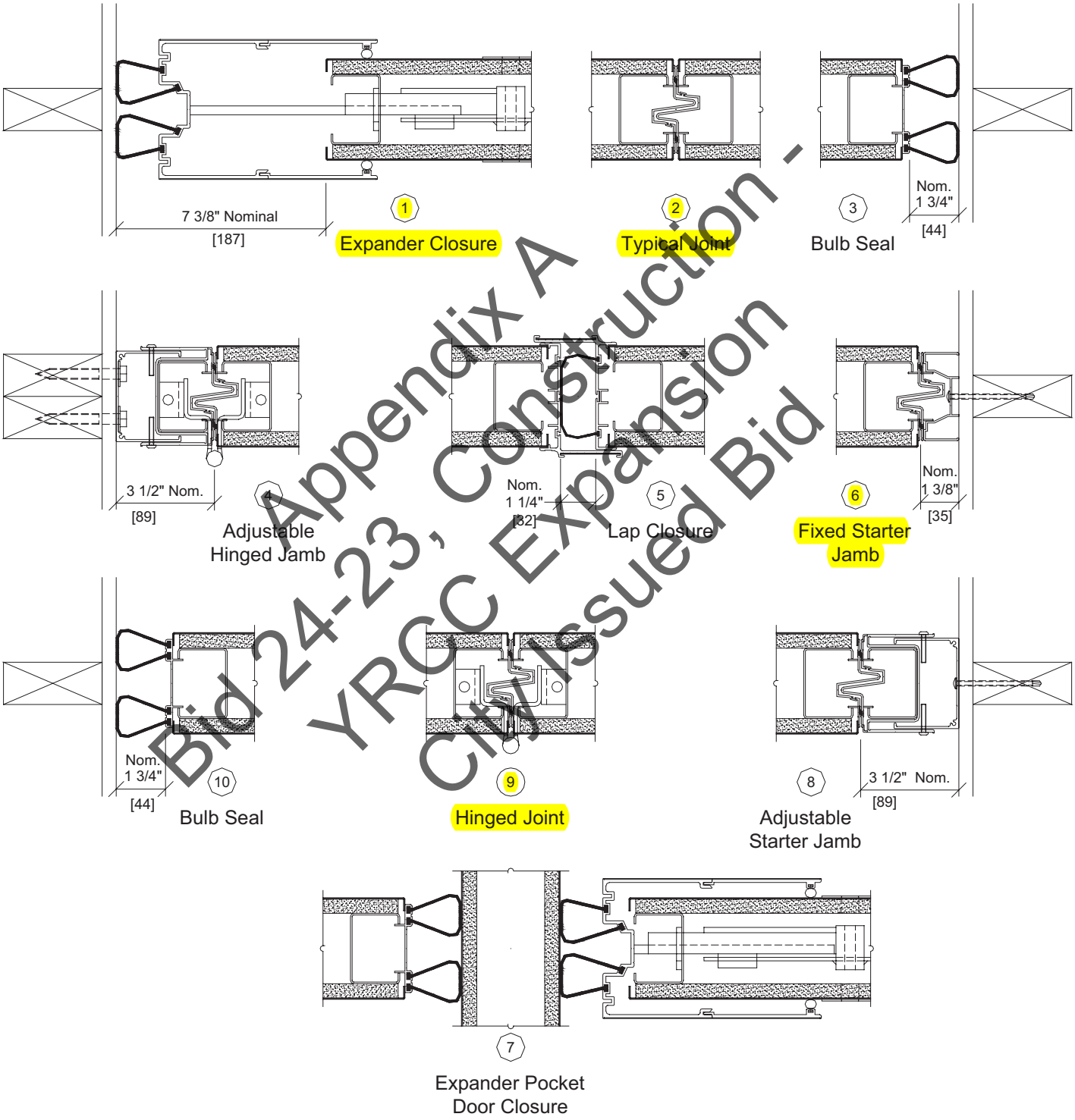
The pocket door is equipped with an expander mechanism in the same way as the more common expander panel. Rather than being located on a wall panel, the expander saddle is integrated into a pocket door panel. The saddle expander will be fully retracted with a pair of bulb seals compressed against the last panel exiting the stack. The pocket doors are provided with fixed bottom seals as a factory standard and includes a foot bolt and flush pull handle.



Note: Horizontal details for numbers 1 - 10 referenced above can be found on Pages 10 and 11.

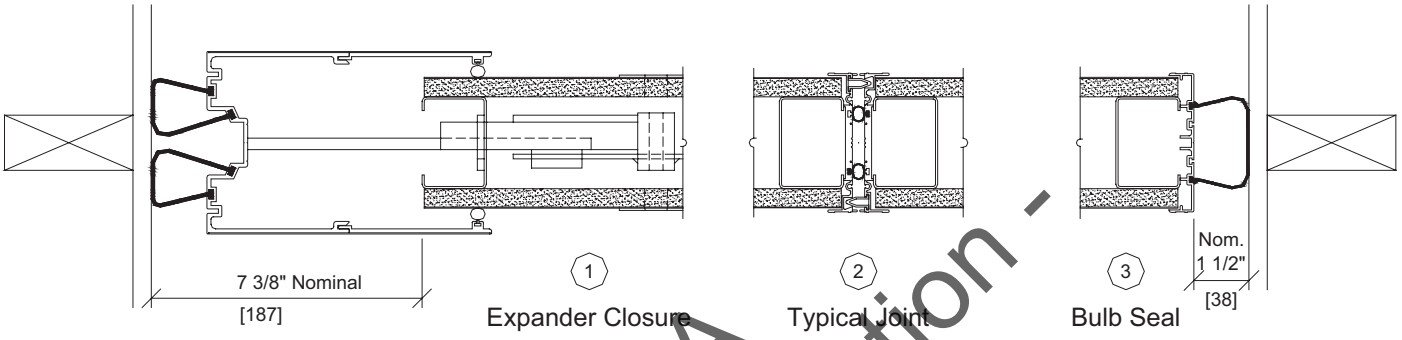
Bid 24-23, Construction - Appendix A
YRCC Expansion
City Issued Bid

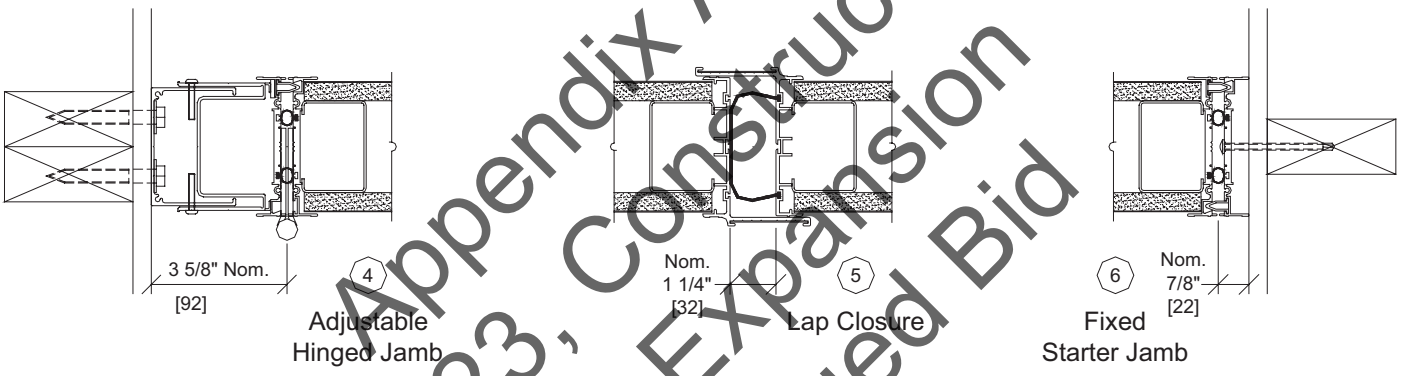
MODEL 3030/3030GL HORIZONTAL DETAILS
TRIMLESS VERTICAL ASTRAGAL

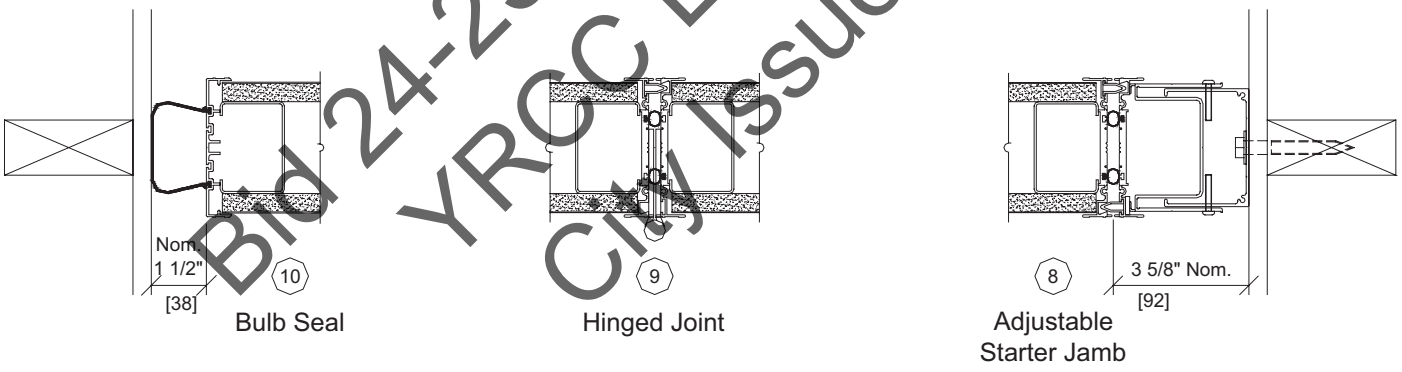


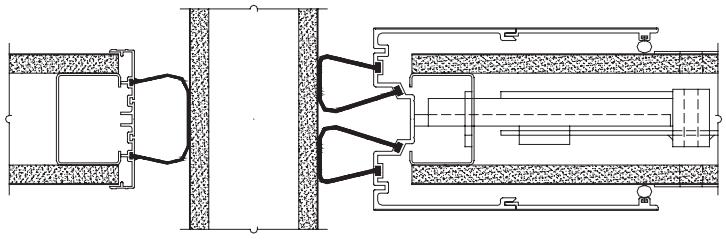
Appendix A
Bid 24-23, Construction -
YRCC Expansion
CM Issued Bid

MODEL 3030/303GL HORIZONTAL DETAILS
CAP-TYPE VERTICAL ASTRAGAL









Bid 24-23, Construction - Appendix A
YRCC Expansion
City Issued Bid

MODEL 3030/3030GL OPERABLE WALL LIMITED WARRANTY

KWIK-WALL Company warrants each operable wall panel and its component parts to be free from defects in material and workmanship for a period of five (5) years from date of delivery to the original purchaser, when installed by an authorized KWIK-WALL distributor. KWIK-WALL also warrants the fixed top seals, track, carriers, and its component parts to be free from defects in material and workmanship for a period of ten (10) years. The Model 3050 electric wall because of its special track and carrier system will continue to carry the standard five (5) year warranty for all components. KWIK-WALL Company reserves the rights to have authorized personnel inspect any part alleged to be defective and to refuse any returned material unless the return was previously authorized by KWIK-WALL. (Glass is specifically excluded from the warranty.)

This warranty does not apply to any damage or deterioration caused by abuse or failure to provide reasonable and necessary maintenance. All field applied finishes, accessories or product modifications are specifically excluded under this warranty. KWIK-WALL's liability hereunder is limited to the replacement of any panel or component part found to be defective. Labor charges are the responsibility of the customer.

In order to keep the warranty valid, routine maintenance must be performed in accordance with manufacturer's specifications on the operable wall system. A maintenance log must be maintained indicating dates, type of service performed and the certified Kwik-Wall distributor who performed the service.

KWIK-WALL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY ARE HEREBY EXPRESSLY EXCLUDED.

Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

Appendix A
Bid 24-23 Construction -
YRCC Expansion
City Issued Bid

Note:
Due to ongoing research and development, some variation may occur in product specifications and design. Please refer to your actual KWIK-WALL shop drawing(s) for exact product dimensions and specifications.

Distributed By: Murray Womble Inc.
8150 N. 116th East Ave.
Owasso, OK 74055
918-272-6977

Kwik-Wall

USGBC
MEMBER

Operable Wall

Kwik-Wall

COMPARISON BOARD

Kwik-Wall	Panelfold (Out of Business)	Modernfold	Advanced Equipment	Moderco	Hufcor (Out of Business)
2010 STC: 42, 45, 49, 50,51	410PP g,s,m, 510PP Steel STC: 44, 47, 50, 52	Legacy/Premire 931 STC: 28, 47, 50, 52	Delta - Type 3MC STC: 45, 48, 50, 52	Does not offer 3" thick panels	631 STC: 41, 43, 47, 49, 51
2020 STC: 42, 45, 49, 50,51	410MD g,s,m, 510MD Steel STC: 44, 47, 50, 52	Legacy/Premire 931 STC: 28, 47, 50, 52	Delta - Type 2MC STC: 45, 48, 50, 52	Does not offer 3" thick panels	631 STC: 41, 43, 47, 49, 51
2030 STC: 42, 45, 49, 50,51	420HP g,s,m Steel ,520HP STC: 44, 47, 50, 52	Legacy/Premire 932 STC: 28, 47, 50, 52		Does not offer 3" thick panels	632 STC: 41, 43, 47, 49, 51
3010 STC: 43, 46, 48, 50, 52, 56	610PP g,s,m, 810PP Steel STC: 49, 51, 52, 53, 55	Encore 941 CD STC: 56		741 STC: 43, 48, 50, 54	641 STC: 41, 43, 47, 49, 51
3020 STC: 43, 46, 48, 50, 52, 56	610MD g,s,m, 810MD Steel STC: 49, 51, 52, 53, 55	Encore 941 STC: 52, 54, 56	Delta - Type 5MS, 5MR STC: 45, 48, 50, 52	741 STC: 43, 48, 50, 54	641 STC: 41, 43, 47, 49, 51, 56
3030 STC: 43, 46, 48, 50, 52, 56	620HP g,s,m, 820HP Steel STC: 49, 51, 52, 53, 55	Encore 942 STC: 52, 54, 56	Delta - Type 3MS, 9MS STC: 45, 48, 50, 52	742 STC: 43, 48, 50, 54	642 STC: 41, 43, 47, 49, 51, 56
	640 g,s,m, STC: 49, 51, 52, 53, 55	Legacy = Steel face STC 52,50,28 Premire = Gypsum/MDF STC 50,47,28	Delta - Type 2MC STC: 45, 48, 50, 52		643 STC: 41, 43, 47, 49, 51, 3" panel
3050 STC: 46, 50, 52, 56	840GWE Steel STC: 33, 45, 50	933Encore Automated STC: 52, 54, 56	Delta - Type 2EC STC: 45, 48, 50, 52	743E STC: 43, 48, 50, 54	643E STC: 41, 43, 47, 49, 51, 54
3000 GL STC: 43	540E Steel STC: 50, 52 (3" PANEL)	Acousti-Clear STC: 45		Crystal STC: 44	GA-Ultra Acoustic STC: 46

g=gypsum, s=steel, m-mdf

Appendix A
Bid 24-22 Construction -
KFPC Expansion
City Issued Bid

4650 Industrial Ave. // Springfield, IL 62703
217.522.5553 // www.kwik-wall.com

Like and Follow Us on Social Media!

Kwik-Wall
MOVEABLE WALL SYSTEMS

Acoustical Test Report

Steel Frame 3000 Series 56 STC Rating Steel Skin Panel Face Construction.

Conducted at: Riverbank Acoustical Laboratory
1512 Batavia Avenue
Geneva, IL 60134
August 31, 1993
Test No. RAL –TL93-242

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

Test Method:

The measurements reported on the follow pages conform to ASTM designation E90 and E413 test standards. Riverbank Acoustical Laboratories has been accredited by the U.S. Department of Commerce, National Institute of Standards, and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP) for this test procedure.

Description of the Specimen:

Panel consisted of a 16 gauge steel frame that housed two vinyl fabric faced 22 gauge steel skins applied over 12.7 mm (0.5 in) thick, gypsum board panels. The cavity was lined with mineral fiber blanket material and contained a mass loaded vinyl septum. The panel measured 91 mm (3.6 in) thick. Average panel weight was 63 kg/m^2 (12.9 lb/ft^2).

3150 101.36 4000 102.00 5000 100.88

NO REPORT WRITTEN

TEST NO. :RAL-TL93-242 DATE :AUG. 31 1993

COMPANY : KWIK WALL

SPECIMEN: 55 STC PANEL WALL SEALED
SPECIFICATION :

WEIGHT OF THE SPECIMEN : 684.02 Kg. (1508 Lb.)

MEASUREMENT RESULTS

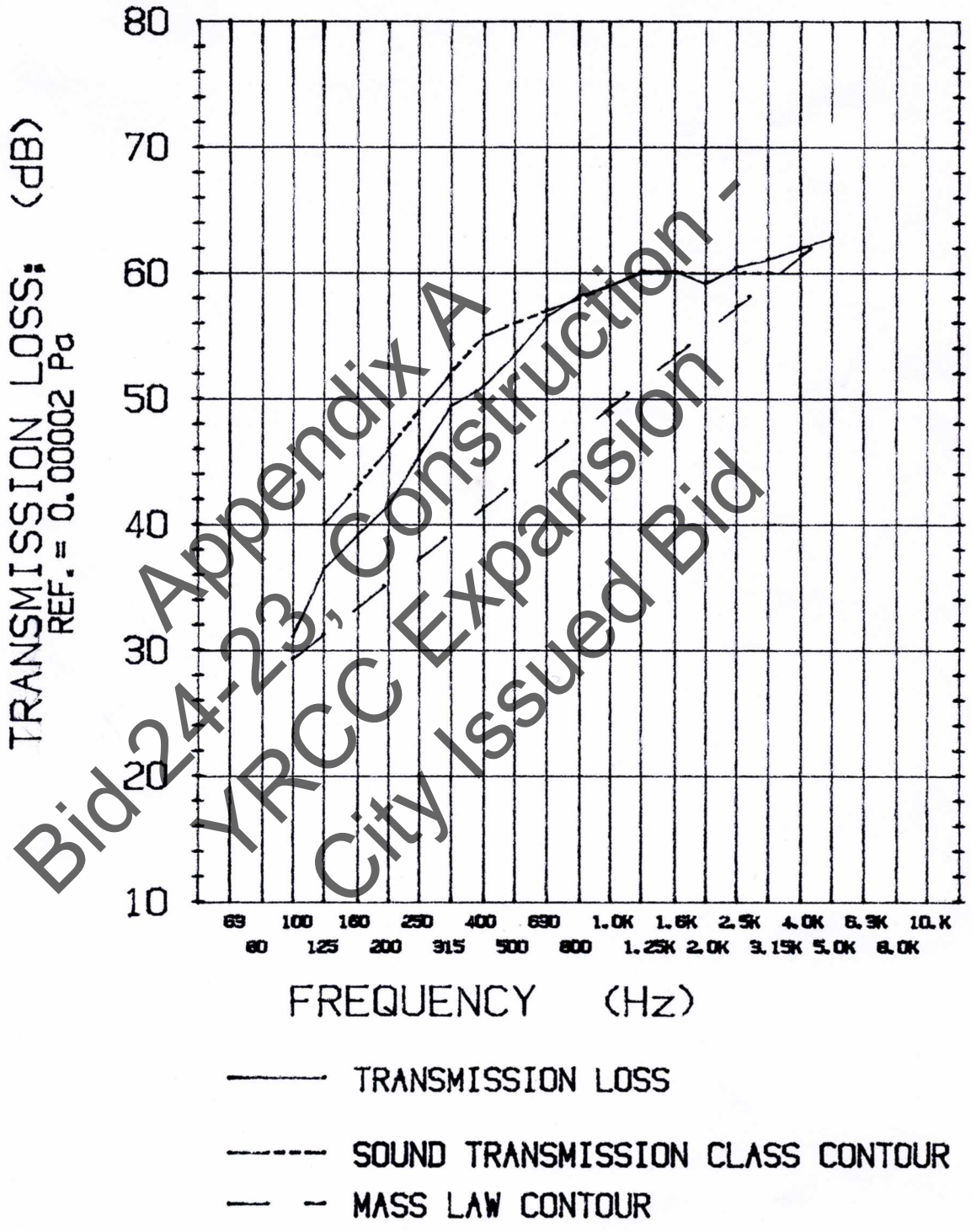
FREQ.	SRC	REC	NR	TL	REF.	DEF.	UNC.
100	96.56	69.03	27.53	31.1	0	0	.29
125	94.17	60.64	33.52	36.5	40	4	.34
160	96.39	60.61	35.78	39.2	43	4	.43
200	92.86	54.34	38.52	41.5	46	4	.32
250	90.92	48.67	42.25	45.4	49	4	.43
315	95.18	48.80	46.38	49.4	52	3	.36
400	96.54	48.38	48.16	51.0	55	4	.37
500	97.68	46.74	50.94	53.5	56	3	.33
630	96.50	42.70	53.80	56.5	57	0	.39
800	97.82	42.40	55.42	58.2	58	0	.36
1000	100.04	43.56	56.48	59.2	59	0	.31
1250	100.60	41.36	58.24	60.0	60	0	.27
1600	100.16	41.74	58.42	60.2	60	0	.25
2000	100.84	43.12	57.72	59.1	60	1	.18
2500	101.24	41.78	59.52	60.5	60	0	.15
3150	101.36	40.80	60.56	61.1	60	0	.14
4000	102.00	39.96	62.04	62.6	60	0	.10
5000	100.88	37.32	63.56	62.8	0	0	.10

STC = 56

FREQ.= 1/3 OCTAVE BAND CENTER FREQUENCY
SRC = SOURCE ROOM SOUND LEVEL (dB)
REC = RECEIVING ROOM SOUND LEVEL (dB)
NR = NOISE REDUCTION (dB)
TL = TRANSMISSION LOSS (dB)
REF = SOUND TRANSMISSION CLASS CONTOUR
DEF = DEFICIENCY
UNC = TRANSMISSION LOSS UNCERTAINTY WITH 95% CONFIDENCE LIMIT (dB)
STC = SOUND TRANSMISSION CLASS

Appendix A
Bid 24-23 Construction
YRCC Expansion
City Issued Bid

TRANSMISSION LOSS REPORT
RAL-TL93-242



Bid 24-23, Construction - Appendix A
YRCC Expansion
City Issued Bid

Kwik-Wall
MOVEABLE WALL SYSTEMS

July 30, 2018

Re: Kwik-Wall Distributor

To Whom It May Concern:

Murray Womble is an authorized Kwik-Wall Distributor and Installer. They have completed both Product and Installation training at Kwik-Wall's main facility in Springfield, Illinois.

Mark Wilson
Brand Manager

KWIK-WALL Company
1010 East Edwards Street
Springfield, IL 62703

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

Bid 24-23, Addendum 2

Date: Tuesday, February 20, 2024

To: All Prospective Vendors

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

RE: Bid 24-23, Construction – YRCC Expansion

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 $23,000 allowance has been added for hardware.

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

Bid 24-23, Addendum 3

Date: Thursday, February 29, 2024

To: All Prospective Vendors

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

RE: Bid 24-23, Construction – YRCC Expansion

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.***

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

1. **Clarifications** – The following clarifications are being provided to assist the bidders:
    a. Any 3rd party materials testing will be provided by the City.

2. **Substitution Request** – The following substitution request has been received and APPROVED:
    a. Roof – Johns Manville Roofing System (see Attachment A)

3. **Questions** – The following questions have been received and answered by the responsible department:
    a. Question: Does the existing gym floor need to be completely demoed before the wood floor is to be installed?
        i. *Answer: Yes, the existing gym floor will need to be removed by Contractor.*
    b. Question: Can you provide the existing fire alarm panel information?
        i. *Answer: There is no existing fire alarm panel.*
    c. Question: Note 15 on E1.1 says owner will provide cameras and cabling, electrical contractor shall provide junction boxes and conduits as needed. Does the Contractor need to include pricing to install these cameras?
        i. *Answer: The City will be responsible for the camera installation.*
    d. Question: Addendum #1 Sheet A-5.7 at the top of sheet calls for allowance for the Display Case but the section 01 21 00 the display case is Not listed, please clarify.
        i. *Answer: Omit Display case allowance verbiage on sheet A-5.7. The display case shall be priced with the rest of the project and is NOT an allowance item.*

e. Question: Regarding addendum #2, will the hardware allowance cover the hardware for the aluminum doors?

   i. *Answer: Yes, this is to be included with the allowance.*

f. Question: There are no manufacturers listed on specifications 10 44 00 (Fire protection specialties), 10 26 13 (Corner guards) and 10 14 53 (signage). Is there a certain manufacturer that is preferred for these 3 specialties?

   i. Answer: Signage: there is a basis of design in the Specification. Refer to Spec Section 10 14 53, 2.1
   Corner Guards: Construction Specialties is basis of design
   Fire Protection: A manufacture (and acceptable alternates) is called out in the Specification, Section 10 44 00. 2.1

g. Question: Regarding the access controls, could you please clarify who will be providing them, and what considerations we need to be mindful of for door preparation?

   i. *Answer: The City shall provide the equipment and wiring, the Contractor to provide the conduits and raceways.*

h. Question: Regarding the specified concealed rod Von Duprin 98 panics; It's worth noting that these may not be optimal for integration with access control systems. I would like to suggest using Von Duprin 98 rim panics with a removable mullion instead. This adjustment would facilitate easier installation of electric strikes without the need for additional door preparation.

   i. *Answer: Contractor shall proceed as specified.*

4. Attachments –

   a. Attachment A: Approved Substitution Request

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

Johns Manville Roofing System Submittal Package

To fill in the project information, click next to the text then type in the information. You can print out the completed cover sheet but cannot save it unless you have the full version of Adobe Acrobat. This box will NOT appear when you print the cover sheet.

Project Name: Yvonne Richardson Community Center Addition

Project Address: Fayetteville, AR

JM Approved Roofing Contractor:

Appendix A - Construction - Bid 24-23, Construction YRCC Expansion City Issued Bid

JM TPO – 60 mil

Thermoplastic Polyolefin Membrane

Meets or exceeds the requirements of ASTM D 6878

Component: **M** Membrane — Single Ply

Features and Components

Thickness Over Scrim: Optimized and tested on a continual basis with a state-of-the-art thickness gauge to verify that the thickness valued by our customers is incorporated into the sheet.

One of the Widest Melt Windows: Promotes better welds over a wider variety of speeds and temperatures, and leads to a softer, more flexible and workable sheet.

Reinforced fabric scrim layer and top-ply thickness: Lends to durable physical properties including:

- Long-term weathering, UV resistance and heat-aging properties
- High breaking and tearing strength

Optimized TPO formulation: delivers high-performance ozone resistance, cool roof reflectivity and overall weather resistance.

Colors

Grey*	White	Tan*

** Grey and Tan lead times are subject to availability and may require an upcharge for smaller projects.*

System Compatibility

This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP			SBS							
	HA		CA		HW	HA		CA		HW	SA		MF
	Do not use with multi-ply systems												

Single Ply	TPO					PVC					EPDM		
	MF	AD	SA	IW		MF	AD	IW			MF	AD	BA
	Compatible with the selected single ply systems above												

Key: **HA** = Hot Applied **CA** = Cold Applied **HW** = Heat Weldable **SA** = Self Adhered **MF** = Mechanically Fastened **IW** = Induction Weld **BA** = Ballasted **AD** = Adhered

Energy and the Environment

Standard			Reflectivity	Emissivity
CRRC®	White	Initial	0.77	0.87
		3 Yr. Aged	0.70	0.86
	Tan	Initial	0.67	0.87
		3 Yr. Aged	0.62	0.90
	Gray	Initial	0.35	0.87
		3 Yr. Aged	0.34	0.90
CA Title 24	White	Pass	0.77	0.87
	Tan	Pass 3 Yr. Aged	SRI=75	
LEED® (SRI)	White	Initial	95	
		3 Yr. Aged	85	
	Tan	Initial	81	
		3 Yr. Aged	75	
	Gray	Initial	39	
		3 Yr. Aged	37	
Recycled Content	Post-consumer		0%	
	Post-industrial		5%	

The LEED® Solar Reflectance Index (SRI) is calculated per ASTM E1980.

Peak Advantage® Guarantee Information

Product	Guarantee Term
JM TPO 60 mil	5, 10, 15, or 20 years

Codes and Approvals

CLASSIFIED UL US

FM APPROVED

MIAMI-DADE COUNTY APPROVED — Miami-Dade County Product Control Approved

Installation/Application

Refer to JM TPO application guides and detail drawings for instructions.

Packaging and Dimensions

Roll Widths	5' (1.52 m)	6' (1.83 m)	8' (2.44 m)	10' (3.05 m)	12' (3.66 m)
Roll Lengths	100' (30.48 m)				
Roll Coverage	500 ft² (46.45 m²)	600 ft² (55.74 m²)	800 ft² (74.32 m²)	1000 ft² (92.90 m²)	1200 ft² (111.5 m²)
Rolls per Pallet	8				
Pallet Weight	1424 lb (645.9 kg)	1728 lb (783.8 kg)	2320 lb (1052.3 kg)	2856 lb (1295.5 kg)	3440 lb (1560.4 kg)
Pallets per Truck*	28-32	22-26	18-20	12-16	12-14
Producing Location	Scottsboro, AL				

*Assumes 48' flatbed truck and does not reflect pallets of accessories or impact of mixed sizes.

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

JM TPO – 60 mil

Thermoplastic Polyolefin Membrane

Meets or exceeds the requirements of ASTM D 6878

Tested Physical Properties

Physical Properties		ASTM Test Method	Standard for ASTM D 6878 (Min.)	JM TPO – 60 mil	
				MD*	XMD**
Strength	Breaking Strength, min, lbf (N)	D 751	220 (976)	411 (1,828)	388 (1,726)
	Elongation at Break, min %	D 751	15	27	27
	Tearing Strength, min, lbf (N)	D 751	45 (200)	92 (409)	178 (792)
	Factory Seam Strength, min, lbf (N)	D 751	66 (290)	112 (498)	
Longevity	Thickness, min, in.	D 751	+/- 10% from Nominal	0.060 (Nominal)	
	Thickness Over Scrim, min, in. (mm)	D 7635	0.015	0.027 (0.686)	
	Water Absorption, max, %	D 471	3.0	0.11	
	Brittleness Point, max, -40°F	D 2137	No Cracks	Pass	
	Ozone Resistance	D1149	No Cracks	Pass	
Heat Aged Performance	Properties after Heat Aging @ 240°F	D 573	Pass/Fail	Pass	
	Breaking Strength, % (after aging)	D 751	90	>90	>90
	Elongation, % (after aging)	D 751	90	>90	>90
	Tearing Strength, % (after aging)	D 751	60	>60	>60
	Weight Change, max, % (after aging)	D 751	±1.0	0.19	
	Linear Dimensional Change, max, % (after 6 hrs @ 158°F)	D 1204	±1.0	<0.1	
Weather Performance	Accelerated Weathering, min	G 151 & G 155	10,080 kj/m²•nm @ 340 nm (4,000 hrs @ 0.70 W)	>20,160 kj/m² (>8,000 hrs)	
	Cracking (@ 7x magnification)	G 155	No Cracks	Pass	

*MD = Machine Direction **XMD = Cross-Machine Direction Note: All data represents tested values.

Supplemental Testing

Physical Properties	ASTM Test Method	Standard for ASTM D 6878 (Min.)	JM TPO – 60 mil Result
Dynamic Puncture	D 5635	N/A	Pass @ 25 Joules
Static Puncture	D 5602	N/A	Pass @ 44 lb (20 kg)
Impact Resistance of Bituminous Roofing Systems	D 3746	N/A	Pass - minor indentations
Reflectance	C 1549	N/A	78%
	E 903	N/A	80%
Emittance	C 1371	N/A	0.87
	E 408	N/A	0.96
SRI	E 1980	N/A	95
Resistance of Synthetic Polymer Material to Fungi	G 21	N/A	0 rating
Puncture Resistance (FTMS 101C, Method 2031)	N/A	N/A	371 lb (168 kg)
Moisture Vapor Transmission	E 96	N/A	0 g/m² per 24 hours
Hydrostatic Resistance, Mullen	D 751	N/A	474 PSI (3268 kPa)
Standard Test Method for Air Permeance of Building Materials	E 2178	N/A	Pass @ <0.0005 L/(s·m²) (Pass @ <0.0001 CFM/ft²)

Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

Technical specifications as shown in this literature are intended to be used as general guidelines only. Please refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the web at www.jm.com/roofing. The physical and chemical properties of the product listed herein represent typical, average values obtained in accordance with accepted test methods and are subject to normal manufacturing variations. They are supplied as a technical service and are subject to change without notice. Check with the regional sales representative nearest you for current information.

All Johns Manville products are sold subject to Johns Manville's standard Terms and Conditions, which includes a Limited Warranty and Limitation of Remedy. For a copy of the Johns Manville standard Terms and Conditions or for information on other Johns Manville roofing products and systems, visit www.jm.com/terms-conditions.

RS-8633 8-21 (Replaces 4-21)

Flat & Tapered ENRGY 3®

Polyisocyanurate Roof Insulation

Meets the requirements of ASTM C 1289, Type II, Class 1, Grade 2 (20 psi)

- **ENRGY 3 / Tapered ENRGY 3**

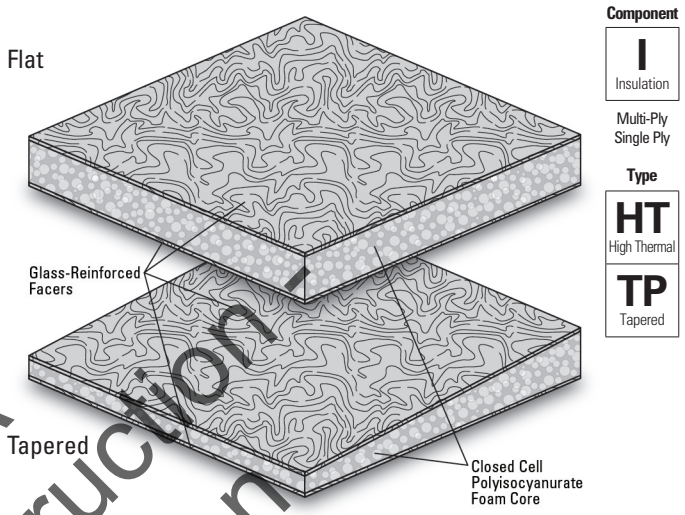
Grade 3 (25 psi)

- **ENRGY 3 25 PSI / Tapered ENRGY 3 25 PSI**

Features and Components

Glass-Reinforced Facers: Provides rigidity and resistance to indentation and crushing, and are compatible with BUR, modified bitumen and single ply membrane systems.

Closed Cell Polyisocyanurate Foam Core: Provides high R-value per inch in built-up, modified bitumen, metal roof and single ply roof systems, and approved for direct application to steel decks.



System Compatibility

This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP			SBS										
	HA		CA		HW	HA		CA		HW		SA		MF		
	Compatible with the selected Multi-Ply systems above															
Single Ply	TPO					PVC				EPDM						
	MF	AD	SA	IW		MF	AD	IW		MF	AD	BA				
	Compatible with all Single Ply systems															

Key: **HA** = Hot Applied **CA** = Cold Applied **HW** = Heat Weldable **SA** = Self Adhered **MF** = Mechanically Fastened **IW** = Induction Weld **BA** = Ballasted **AD** = Adhered

Energy and the Environment

LEED®	Recycled Content	Varies with thickness, see *Product Data and Packaging* table on next page.
Produced with a pentane blowing agent with zero ozone depletion and virtually no global warming potential.		

Peak Advantage® Guarantee Information

Systems
For use in approved JM Peak Advantage Roofing Guarantees

Codes and Approvals

- FM® Standards 4450/4470 Approvals (refer to FM RoofNav℠)
- UL® Standard 790, 263 and 1256 (refer to UL Roofing Materials system directory)
- Meets the requirements of CAN/ULC 704, Type 2 & 3, Class 3
- California Code of Regulations, Title 24, Insulation Quality Standard License #TI-1341
- Third-party certification with the PIMA Quality Mark™ for Long-Term Thermal Resistance (LTTR) values

Installation/Application

Refer to the application instructions guidelines for proper utilization of this product.

Flute Span:

Width of Rib Opening:	Up to 2 5/8" (6.67 cm)	Up to 3 3/8" (8.57 cm)	Up to 4 3/8" (11.11 cm)
Insulation Thickness (min):	1.0" (2.54 cm)	1.2" (3.05 cm)	≥1.3" (3.30 cm)

Packaging and Dimensions

Flat Sizes[1]	4' x 4' (1.22 m x 1.22 m)	4' x 8' (1.22 m x 2.44 m)
Tapered Size[2]	4' x 4' (1.22 m x 1.22 m)	
Producing Locations	Bremen, IN Hazleton, PA	Cornwall, ONT Jacksonville, FL Fernley, NV Hillsboro, TX

1. For available thicknesses, see *Product Data and Packaging* table on page 2 of this data sheet. Other sizes available by special request, some sizes are not stocked but can be special ordered with minimum order quantities. Contact your JM Sales Representative for details.
2. Tapered ENRGY 3 and Tapered ENRGY 3 25 PSI are available in thicknesses of 1/2" to 4". Available profiles are shown on page 3 of this data sheet. In some regions extended panels are also available.

Technical specifications as shown in this literature are intended to be used as general guidelines only. Please refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the web at www.jm.com/roofing. The physical and chemical properties of the product listed herein represent typical, average values obtained in accordance with accepted test methods and are subject to normal manufacturing variations. They are supplied as a technical service and are subject to change without notice. Check with the regional sales representative nearest you for current information.

Appendix A
Bid 24-23 Construction - KRCC Expansion
City Issued Bid

Johns Manville

Flat ENRGY 3®

Polyisocyanurate Roof Insulation

Typical Physical Properties

Test		ASTM	Values
Strength	Tensile Strength	C 209	500 psf (24 kPa) *(min)*, 730 psf (35 kPa) *(nom)*
	Compressive Resistance 10% Consolidation	D 1621	Grade 2: 20 psi (138 kPa), Grade 3: 25 psi (172 kPa) *(min)*
	Dimensional Stability Change, *(length & width)*	D 2126	0.5% *(nom)*, 2% *(max)*
Moisture	Moisture Vapor Permeance	E 96	<1 perm, 57.5 ng/(Pa•s•m^2)
	Water Absorption	C 209	1.0% *(max)*
Insulation	Service Temperature	D 1623	-100°F – 250°F (-73°C – 121°C)
	Flame Spread, *(foam core)*	E 84	20 - 30 *(nom)*, 75 *(max)*
	Smoke Developed, *(foam core)*	E 84	55 - 250 *(nom)*, 450 *(max)*

Product Data and Packaging

Thickness		Long-Term Thermal Resistance (LTTR) Values[1]		Recycled Content[2] 20 PSI / 25 PSI			Boards per Pallet	Square Feet per Pallet		Pallets per Truck[3]	
in.	mm	(hr•ft^2•°F)/BTU	m^2•°C/W	% Pre-Consumer	% Post-Consumer	% Total	4x4 and 4x8	4x4	4x8	4x4	4x8
1.0	25.4	5.7	1.00	5.3 / 5.2	31.8 / 29.9	37.1 / 35.1	48	768	1536		
1.1	27.9	6.3	1.10	5.2 / 5.2	30.0 / 28.1	35.3 / 33.3	44	656	1312		
1.2	30.5	6.8	1.20	5.2 / 5.2	28.4 / 26.6	33.6 / 31.76	38	608	1216		
1.25	31.8	7.1	1.25	5.2 / 5.2	27.7 / 25.8	32.9 / 31.0	35	560	1120		
1.3	33.0	7.4	1.30	5.3 / 5.3	27.0 / 25.2	32.3 / 30.4	35	560	1120		
1.4	35.6	8.0	1.41	5.3 / 5.2	25.7 / 23.9	31.0 / 29.2	32	512	1024		
1.5	38.1	8.6	1.51	5.2 / 5.2	24.5 / 22.8	29.8 / 28.0	32	512	1024		
1.6	40.6	9.1	1.61	5.2 / 5.2	23.4 / 21.7	28.7 / 27.0	28	448	896		
1.7	43.2	9.7	1.71	5.2 / 5.2	22.4 / 20.8	27.7 / 26.0	27	432	864		
1.75	44.5	10.0	1.76	5.2 / 5.2	22.0 / 20.4	27.2 / 25.6	27	432	864		
1.8	45.7	10.3	1.81	5.2 / 5.2	21.5 / 19.9	26.7 / 25.1	25	400	800		
1.9	48.3	10.8	1.91	5.2 / 5.2	20.7 / 19.1	25.9 / 24.3	24	384	768		
2.0	50.8	11.4	2.01	5.2 / 5.2	19.9 / 18.4	25.1 / 23.6	24	384	768		
2.1	53.3	12.0	2.11	5.2 / 5.2	19.2 / 17.7	24.4 / 22.9	21	336	672		
2.2	55.9	12.6	2.22	5.2 / 5.2	18.5 / 17.1	23.7 / 22.3	21	336	672		
2.3	58.4	13.2	2.32	5.2 / 5.2	17.9 / 16.5	23.1 / 21.7	20	320	640		
2.4	61.0	13.8	2.43	5.2 / 5.2	17.3 / 16.0	22.5 / 21.1	19	304	608		
2.5	63.5	14.4	2.53	5.2 / 5.2	16.8 / 15.4	22.0 / 20.6	19	304	608		
2.6	66.0	15.0	2.64	5.2 / 5.1	16.3 / 15.0	21.4 / 20.1	18	288	576		
2.7	68.6	15.6	2.74	5.2 / 5.1	15.8 / 14.5	21.0 / 19.7	17	272	544		
2.8	71.1	16.2	2.85	5.2 / 5.1	15.3 / 14.1	20.5 / 19.2	16	256	512	48	24
2.9	73.7	16.8	2.96	5.2 / 5.1	14.9 / 13.7	20.1 / 18.8	16	256	512		
3.0	76.2	17.4	3.06	5.2 / 5.1	14.5 / 13.3	19.7 / 18.4	16	256	512		
3.1	78.7	18.0	3.17	5.1 / 5.1	14.1 / 12.9	19.3 / 18.1	14	224	448		
3.2	81.3	18.6	3.28	5.1 / 5.1	13.8 / 12.6	18.9 / 17.7	14	224	448		
3.25	82.6	18.9	3.33	5.1 / 5.1	13.6 / 12.4	18.7 / 17.6	14	224	448		
3.3	83.8	19.2	3.39	5.1 / 5.1	13.4 / 12.3	18.6 / 17.4	14	224	448		
3.4	86.4	19.9	3.50	5.1 / 5.1	13.1 / 12.0	18.2 / 17.1	13	208	416		
3.5	88.9	20.5	3.61	5.1 / 5.1	12.8 / 11.7	17.9 / 16.8	13	208	416		
3.6	91.4	21.1	3.72	5.1 / 5.1	12.5 / 11.4	17.6 / 16.5	12	192	384		
3.7	94.0	21.7	3.82	5.1 / 5.1	12.2 / 11.1	17.3 / 16.3	12	192	384		
3.75	95.3	22.0	3.88	5.1 / 5.1	12.0 / 11.0	17.2 / 16.1	12	192	384		
3.8	96.5	22.3	3.94	5.1 / 5.1	11.9 / 10.9	17.0 / 16.0	12	192	384		
3.9	99.1	23.0	4.05	5.1 / 5.1	11.7 / 10.7	16.8 / 15.8	12	192	384		
4.0	101.6	23.6	4.16	5.1 / 5.1	11.4 / 10.4	16.5 / 15.5	12	192	384		
4.1	104.0	24.2	4.26	5.1 / 5.1	11.2 / 10.2	16.3 / 15.3	11	176	352		
4.2	107.0	24.9	4.39	5.1 / 5.1	10.9 / 10.0	16.0 / 15.1	11	176	352		
4.3	109.0	25.5	4.49	5.1 / 5.1	10.7 / 9.8	15.8 / 14.9	11	176	352		
4.4	112.0	26.1	4.60	5.1 / 5.1	10.5 / 9.6	15.6 / 14.7	10	160	320		
4.5	114.0	26.8	4.72	5.1 / 5.1	10.3 / 9.4	15.4 / 14.5	10	160	320		

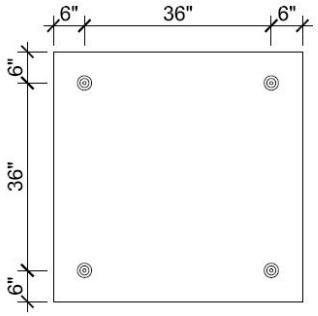
1. The Long-Term Thermal Resistance (LTTR) values were determined in accordance with CAN/ULC S770 at 75°F (24°C). The ultimate R-Value of these products will depend on individual installation circumstances.

2. Value represents average results (Grade 2/Grade 3). 3. Assumes 48' flatbed truck.

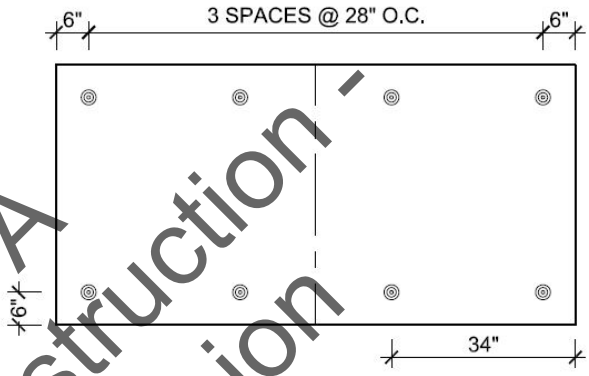
Bid 24-23, Construction - Appendix A
YRC City Expansion
City Issued Bid

JM Minimum Required Pre-securement Pattern when used with a Mechanically Fastened Membrane. For boards with Glass-Reinforced Facer, thickness 1" or less.

4' x 4' BOARDS

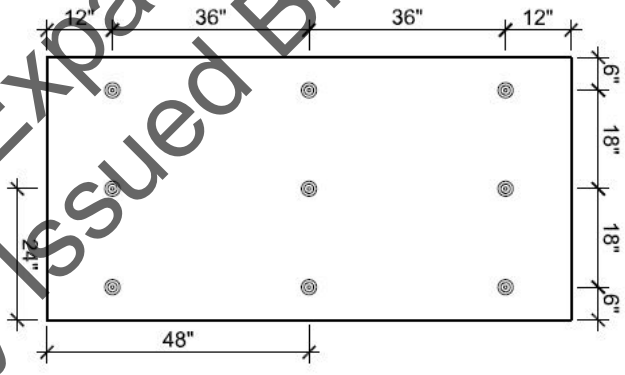


4' x 8' BOARDS



8-Fastener pre-securement pattern does not apply to RhinoBond applications.

JM Minimum Required Fastening Pattern when used with JM Rhinoplate Fastening System



Minimum field attachment pattern. Contact your Technical Specialist for membrane fastener requirements.

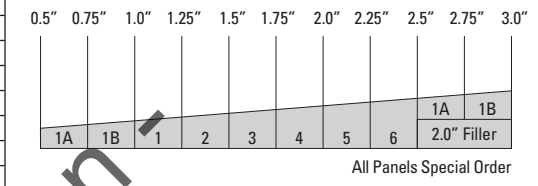
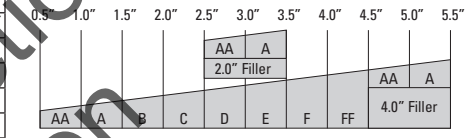
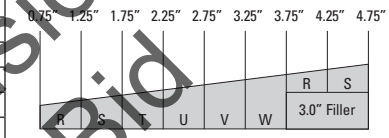
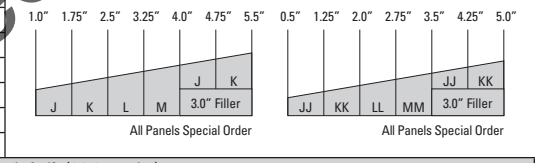
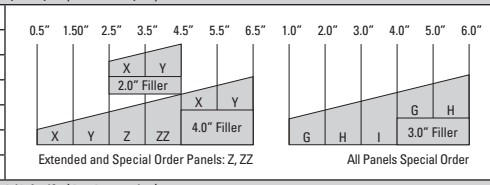
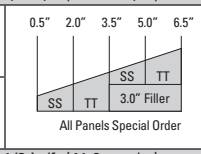
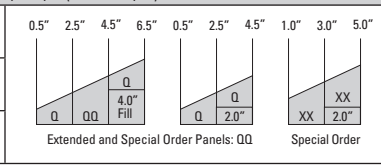
Appendix A
Bid 24-23, Construction -
YRCC Expansion
City Issued Bid

Tapered ENRGY 3®

Polyisocyanurate Roof Insulation

Johns Manville Tapered Polyiso Offerings

Please refer to the previous page for typical physical properties.

Panel Desig.	Slope	Dimension		LTTR* Value Nominal	Pieces per Unit	Square Foot per Unit	Brd Ft per Unit	Slope Profiles
		Thin	Thick					
1/16 in/ft (5.2 mm/m)								
1A	1/16	0.5	0.75	3.6	70	1120	700	 All Panels Special Order
1B	1/16	0.75	1	5.0	50	800	700	
1	1/16	1	1.25	6.4	38	608	684	
2	1/16	1.25	1.5	7.8	32	512	704	
3	1/16	1.5	1.75	9.3	28	448	728	
4	1/16	1.75	2	10.7	22	352	660	
5	1/16	2	2.25	12.1	20	320	680	
6	1/16	2.25	2.5	13.6	18	288	684	
1/8 in/ft (10.4 mm/m)								
AA	1/8	0.5	1	4.3	64	1024	768	 Extended and Special Order Panels: D, E, F, FF
A	1/8	1	1.5	7.1	38	608	760	
B	1/8	1.5	2	10.0	26	416	728	
C	1/8	2	2.5	12.9	20	320	720	
D**	1/8	2.5	3	15.9	16	256	704	
E**	1/8	3	3.5	18.9	14	224	728	
F**	1/8	3.5	4	22.1	12	192	720	
FF**	1/8	4	4.5	25.3	10	160	680	
R	1/8	0.75	1.25	5.7	44	704	704	 All Panels Special Order
S	1/8	1.25	1.75	8.6	30	480	720	
T	1/8	1.75	2.25	11.4	22	352	704	
U	1/8	2.25	2.75	14.4	16	256	640	
V	1/8	2.75	3.25	17.4	14	224	672	
W	1/8	3.25	3.75	20.5	12	192	672	
3/16 in/ft (15.6 mm/m)								
J	3/16	1	1.75	7.8	32	512	704	 All Panels Special Order All Panels Special Order
K	3/16	1.75	2.5	12.1	20	320	680	
L**	3/16	2.5	3.25	16.6	16	256	736	
M**	3/16	3.25	4	21.2	12	192	696	
JJ	3/16	0.5	1.25	5.0	52	832	728	
KK	3/16	1.25	2	9.3	28	448	728	
LL**	3/16	2	2.75	13.6	18	288	691	
MM**	3/16	2.75	3.5	18.2	14	224	694	
1/4 in/ft (20.8 mm/m)								
G	1/4	1	2	8.6	32	512	768	 Extended and Special Order Panels: Z, ZZ All Panels Special Order
H	1/4	2	3	14.4	18	288	720	
I**	1/4	3	4	20.5	12	192	672	
X	1/4	0.5	1.5	5.7	48	768	768	
Y	1/4	1.5	2.5	11.4	24	384	768	
Z**	1/4	2.5	3.5	17.4	16	256	768	
ZZ**	1/4	3.5	4.5	23.6	12	192	768	
3/8 in/ft (31.2 mm/m)								
SS	3/8	0.5	2	7.1	36	576	720	 All Panels Special Order
TT**	3/8	2	3.5	15.9	16	256	704	
1/2 in/ft (41.6 mm/m)								
Q	1/2	0.5	2.5	8.6	32	512	768	 Extended and Special Order Panels: QQ Special Order
QQ**	1/2	2.5	4.5	20.5	12	192	672	
XX	1/2	1	3	11.4	22	352	704	

* (hr•ft²•°F/Btu)

** Extended panels require less adhesive and less labor.

Appendix A - Construction
Bid 24-23; YRCC Expansion
City Issued Bid

Tapered Recycle Content:

Recycled content is dependent upon average thickness. To calculate, match the average thickness of Tapered ENRGY 3 to the thickness of Flat ENRGY 3. Use the number from Flat ENRGY 3 as your recycled content.

All Johns Manville products are sold subject to Johns Manville's standard Terms and Conditions, which includes a Limited Warranty and Limitation of Remedy. For a copy of the Johns Manville standard Terms and Conditions or for information on other Johns Manville roofing products and systems, visit www.jm.com/terms-conditions.

JM Membrane Bonding Adhesive

(TPO & EPDM)

Component: AD Adhesive

Type: M Membrane

Single Ply

Features and Components

Use: For adhering JM TPO and EPDM membranes to approved substrates. ***Do not use on fleece-backed membranes.***

Type: One-part, synthetic polymer-based membrane adhesive, two-sided application.

Substrates: Compatible with insulation boards; metal, wood and other decking materials.

Color: Yellow

System Compatibility

This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP			SBS											
	HA		CA		HW	HA		CA		HW			MF				
	Do not use in multi-ply systems																
Single Ply	TPO					PVC			EPDM								
	MF		AD		SA	IW	MF		AD		IW	MF		AD		BA	
	Used to adhere membranes in the selected single ply systems above																

Key: **HA** = Hot Applied **CA** = Cold Applied **HW** = Heat Weldable **SA** = Self Adhered **MF** = Mechanically Fastened **IW** = Induction Weld **BA** = Ballasted **AD** = Adhered

Energy and the Environment

Maximum VOC	660 g/l (EPA Method 24)

Physical Properties

Property	JM TPO Membrane Adhesive (Solvent Based)
Weight per Unit *(approx.)*	7.3 lb/gal (0.87 kg/l)
Specific Gravity	0.865 - 0.87

Precautions

This product is flammable. Adhesive contains ingredients which could be harmful if mishandled. Contact with skin and eyes should be avoided, and the recommended personal protective equipment should be worn.

Exposure Window

Johns Manville recommends immediate and complete use upon opening. Use open containers within 48 hours of opening. Replace lid on can when not in use. Adhesive that has changed color or viscosity is no longer usable.

Storage

Shelf Life	12 months from manufacture date
Storage Conditions	Clean, dry, indoor environment in an unopened container
Temperature Range	60°F – 80°F (16°C – 27°C) - Protect from freezing

Installation/Application

Long Nap Roller

- Ambient Temperature Ranges:
  - Apply when ambient temperature is 25°F and rising
  - Do NOT apply when dew point is within 10°F or closer to ambient.
- Adhesive Temperature Ranges:
  - Adhesive must be greater than 32°F.
  - If adhesive falls below 32°F, place back in warm area until temperature is 60°F or greater.
- Do not apply adhesive near seams or splices where a hot-air welder or seam tape will be used.
- Do Not Thin.

Packaging and Coverage

Container Size	5 gal (18.9 l) pail
Shipping Weight *(approx.)*	39 lb (16.6 kg)
Coverage Rate* *(2-sided)*	50 - 90 ft²/gallon (1.23 - 2.03 m²/l)

* Coverage, open and dry time rates can vary dramatically depending on the particular substrate and environmental conditions. Coverage rates stated herein are approximate only. If FM Global® or UL® approval is required, consult specific RoofNav℠ or the UL Certifications Directory for specific application rates.

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Technical specifications as shown in this literature are intended to be used as general guidelines only. Please refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the web at www.jm.com/roofing. The physical and chemical properties of the product listed herein represent typical, average values obtained in accordance with accepted test methods and are subject to normal manufacturing variations. They are supplied as a technical service and are subject to change without notice. Check with the regional sales representative nearest you for current information.

All Johns Manville products are sold subject to Johns Manville's standard Terms and Conditions, which includes a Limited Warranty and Limitation of Remedy. For a copy of the Johns Manville standard Terms and Conditions or for information on other Johns Manville roofing products and systems, visit www.jm.com/terms-conditions.

RS-7845 10/23 (replaces 6/21)

Roofing Membranes, Cover Boards, Insulation, and Accessories

Version 3.0 Revision Date 07/29/2022 Print Date 08/01/2022

SECTION 0. GENERAL INFORMATION

This product meets the definition of an article according to 29 CFR 1910.1200 (OSHA HCS 2012) and the Hazardous Products Regulations (WHMIS 2015).

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Trade name	:	Roofing Membranes, Cover Boards, Insulation, and Accessories

Manufacturer or supplier's details

Company	:	Johns Manville
Address	:	P.O. Box 5108 Denver, CO USA 80127
Telephone	:	+1-303-978-2000
Emergency telephone number	:	24-Hour Number: +1-800-424-9300 (CHEMTREC)
Company	:	Johns Manville Canada Inc.
Address	:	5301 42 Avenue Innisfail, AB Canada T4G 1A2
Telephone	:	+1-303-978-2000
Emergency telephone number	:	24-Hour Number: +1-800-424-9300 (CHEMTREC)
Prepared by	:	productsafety@jm.com

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SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Not a hazardous substance or mixture.

GHS label elements

Not a hazardous substance or mixture.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature

This product meets the definition of an article according to 29 CFR 1910.1200 (OSHA HCS 2012) and the Hazardous Products Regulations (WHMIS 2015).

Hazardous components

Non-hazardous according to 29 CFR 1910.1200 (OSHA HCS 2012) and the Hazardous Products Regulations (WHMIS 2015), when used as intended.

SECTION 4. FIRST AID MEASURES

General advice	:	No hazards which require special first aid measures.
Most important symptoms	:	None known.

and effects, both acute and delayed

SECTION 5. FIREFIGHTING MEASURES

Specific extinguishing methods	:	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Further information	:	Standard procedure for chemical fires.
Special protective equipment for firefighters	:	Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	:	Avoid dust formation.
Environmental precautions	:	No special environmental precautions required.
Methods and materials for containment and cleaning up	:	Pick up and arrange disposal without creating dust. Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion	:	Provide appropriate exhaust ventilation at places where dust is formed.
Advice on safe handling	:	Smoking, eating and drinking should be prohibited in the application area.
Conditions for safe storage	:	Keep in a dry, cool place.
Materials to avoid	:	No materials to be especially mentioned.
Further information on storage stability	:	Stable at normal ambient temperature and pressure.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Not applicable

Personal protective equipment

Protective measures	:	If used and stored as directed, no special protective equipment is necessary.
Hygiene measures	:	Handle in accordance with good industrial hygiene and safety practice.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	:	solid

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Colour	:	various

SECTION 10. STABILITY AND REACTIVITY

Reactivity	:	No dangerous reaction known under conditions of normal use.
Chemical stability	:	Stable under normal conditions.
Possibility of hazardous reactions	:	None reasonably foreseeable.
Conditions to avoid	:	No data available
Incompatible materials	:	No data available
Hazardous decomposition products	:	Hazardous decomposition products formed under fire conditions.

SECTION 11. TOXICOLOGICAL INFORMATION

Further information

No data available

SECTION 12. ECOLOGICAL INFORMATION

Further information

No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues	:	Dispose of contents/container to an approved facility in accordance with local, regional, national and international regulations.

SECTION 14. TRANSPORT INFORMATION

International transport regulations

Land transport
USDOT: Not classified as a dangerous good under transport regulations
TDG: Not classified as a dangerous good under transport regulations

Sea transport
IMDG: Not classified as a dangerous good under transport regulations

Air transport
IATA/ICAO: Not classified as a dangerous good under transport regulations

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SECTION 15. REGULATORY INFORMATION

TSCA list

TSCA - 5(a) Significant New Use Rule List of Chemicals : Not relevant

U.S. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpart D) : Not relevant

SARA 311/312 Hazards : No SARA Hazards

California Prop. 65

See product label for any applicable warning information.

The components of this product are reported in the following inventories:

: This product is an article (object, manufactured item) according to international chemical regulations.

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SECTION 16. OTHER INFORMATION

Further information

Prepared by productsafety@jm.com

The information provided in this Safe Use Instruction (SUI) is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and emergency response and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

JM Membrane Bonding Adhesive (TPO & EPDM)

Version 2.0 | Revision Date 07/02/2019 | Print Date 07/02/2019

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Trade name	:	JM Membrane Bonding Adhesive (TPO & EPDM)

Manufacturer or supplier's details

Company	:	Johns Manville
Address	:	P.O. Box 5108 Denver, CO USA 80127
Telephone	:	+1-303-978-2000
Emergency telephone number	:	+1-800-424-9300 (CHEMTREC)
Company	:	Johns Manville Canada Inc.
Address	:	5301 42 Avenue Innisfail, AB Canada T4G 1A2
Telephone	:	+1-303-978-2000
Emergency telephone number	:	+1-800-424-9300 (CHEMTREC)

Recommended use of the chemical and restrictions on use

Restrictions on use	:	For professional users only.
Prepared by	:	productsafety@jm.com

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SECTION 2. HAZARDS IDENTIFICATION

GHS classification in accordance with 29 CFR 1910.1200 (OSHA HCS 2012) and the Hazardous Products Regulations (WHMIS 2015)

Flammable liquids	:	Category 2
Skin irritation	:	Category 2
Eye irritation	:	Category 2A
Reproductive toxicity	:	Category 2
Specific target organ toxicity - single exposure	:	Category 3 (Central nervous system)
Specific target organ toxicity - repeated exposure	:	Category 2
Aspiration hazard	:	Category 1

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements : H225 Highly flammable liquid and vapour.
H304 May be fatal if swallowed and enters airways.
H315 Causes skin irritation.
H319 Causes serious eye irritation.
H336 May cause drowsiness or dizziness.
H361 Suspected of damaging fertility or the unborn child.
H373 May cause damage to organs through prolonged or repeated exposure.

Precautionary statements :

Prevention:

P201 Obtain special instructions before use.
P202 Do not handle until all safety precautions have been read and understood.
P210 Keep away from heat/sparks/open flames/hot surfaces. No smoking.
P233 Keep container tightly closed.
P240 Ground/bond container and receiving equipment.
P241 Use explosion-proof electrical/ ventilating/ lighting equipment.
P242 Use only non-sparking tools.
P243 Take precautionary measures against static discharge.
P260 Do not breathe dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P310 IF SWALLOWED: Immediately call a POISON CENTER/doctor.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
P304 + P340 + P312 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308 + P313 IF exposed or concerned: Get medical advice/ attention.
P331 Do NOT induce vomiting.
P332 + P313 If skin irritation occurs: Get medical advice/ attention.
P337 + P313 If eye irritation persists: Get medical advice/ attention.
P362 Take off contaminated clothing and wash before reuse.
P370 + P378 In case of fire: Use dry sand, dry chemical or alcohol-resistant foam to extinguish.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P403 + P235 Store in a well-ventilated place. Keep cool.
P405 Store locked up.

Disposal:

P501 Dispose of contents/container to an approved facility in

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accordance with local, regional, national and international regulations.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous components

Chemical name	CAS-No.	Concentration (%)
toluene	108-88-3	>= 30 - <= 60
n-hexane	110-54-3	>= 10 - <= 30
acetone	67-64-1	>= 10 - <= 30

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Show this safety data sheet to the doctor in attendance.
Symptoms of poisoning may appear several hours later.
Do not leave the victim unattended.

If inhaled : Consult a physician after significant exposure.
If unconscious, place in recovery position and seek medical advice.

In case of skin contact : If skin irritation persists, call a physician.
Wash off with soap and water.
If on clothes, remove clothes.

In case of eye contact : Remove contact lenses.
Immediately flush eye(s) with plenty of water.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.

If swallowed : Keep respiratory tract clear.
Do NOT induce vomiting.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital.

Most important symptoms and effects, both acute and delayed : irritant effects

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media : Alcohol-resistant foam
Carbon dioxide (CO2)
Dry chemical
Halons

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Water spray

Unsuitable extinguishing media	:	High volume water jet
Specific hazards during firefighting	:	Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	:	carbon oxides
Further information	:	Standard procedure for chemical fires. Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. For safety reasons in case of fire, cans should be stored separately in closed containments. Use a water spray to cool fully closed containers.
Special protective equipment for firefighters	:	Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	:	Use personal protective equipment. Ensure adequate ventilation. Remove all sources of ignition. Evacuate personnel to safe areas. Beware of vapours accumulating to form explosive concentrations. Vapours can accumulate in low areas.
Environmental precautions	:	Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for containment and cleaning up	:	Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13).

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion	:	Do not spray on a naked flame or any incandescent material. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapours). Use only explosion-proof equipment. Keep away from open flames, hot surfaces and sources of ignition.
Advice on safe handling	:	Avoid formation of aerosol. Do not breathe vapours/dust. Avoid exposure - obtain special instructions before use.

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Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Take precautionary measures against static discharges.
Provide sufficient air exchange and/or exhaust in work rooms.
Open drum carefully as content may be under pressure.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : No smoking.
Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Further information on storage stability : Stable at normal ambient temperature and pressure.

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SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
toluene	108-88-3	TWA	20 ppm	ACGIH
		TWA	100 ppm 375 mg/m3	NIOSH REL
		ST	150 ppm 560 mg/m3	NIOSH REL
		TWA	200 ppm	OSHA
		CEIL	300 ppm	OSHA
		Peak	500 ppm (10 minutes)	OSHA
n-hexane	110-54-3	TWA	50 ppm	ACGIH
		TWA	50 ppm 180 mg/m3	NIOSH REL
		TWA	500 ppm 1,800 mg/m3	OSHA
acetone	67-64-1	TWA	250 ppm	ACGIH
		STEL	500 ppm	ACGIH
		TWA	250 ppm 590 mg/m3	NIOSH REL
		TWA	1,000 ppm 2,400 mg/m3	OSHA

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are

unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection
Material : Impervious gloves

Remarks : Take note of the information given by the producer concerning permeability and break through times, and of special workplace conditions (mechanical strain, duration of contact).

Eye protection : Wear safety glasses with side shields or goggles.
Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : Handle in accordance with good industrial hygiene and safety practice.
When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.
Written instructions for handling must be available at the work place.

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SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	:	liquid
Color	:	yellow
Odor	:	aromatic
Odor Threshold	:	No data available
pH	:	No data available
Melting point/range	:	No data available
Boiling point/boiling range	:	> 35 °C
Flash point	:	-18 °C
Evaporation rate	:	No data available
Flammability (solid, gas)	:	No data available

Upper explosion limit	:	No data available
Lower explosion limit	:	No data available
Vapour pressure	:	No data available
Relative vapour density	:	No data available
Relative density	:	No data available
Density	:	0.86 g/cm3
Solubility(ies)		
Water solubility	:	No data available
Solubility in other solvents	:	No data available
Partition coefficient: n-octanol/water	:	No data available
Auto-ignition temperature	:	No data available
Thermal decomposition	:	No data available
Viscosity		
Viscosity, dynamic	:	900 - 4,000 mPa.s
Viscosity, kinematic	:	No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	:	Not classified as a reactivity hazard.
Chemical stability	:	Stable under normal conditions.
Possibility of hazardous reactions	:	None known.
Conditions to avoid	:	Heat, flames and sparks.
Incompatible materials	:	Strong oxidizing agents
Hazardous decomposition products	:	Carbon dioxide (CO2) Carbon monoxide

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Product:

Acute dermal toxicity	:	Acute toxicity estimate : 4,400 mg/kg Method: Calculation method

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Acute toxicity

Components:

toluene:

Acute oral toxicity : LD50 Oral (Rat, male): 5,580 mg/kg

Acute inhalation toxicity : LC50 (Rat): 28.1 mg/l
Exposure time: 4 h
Test atmosphere: vapour

Acute dermal toxicity : LD50 (Rabbit): > 12,267 mg/kg

Acute toxicity

n-hexane:

Acute oral toxicity : LD50 (Rat): 25,000 mg/kg

Acute inhalation toxicity : LC50 (Rat): 48000 ppm
Exposure time: 4 h

Acute dermal toxicity : LD50 (Rabbit): > 1,300 mg/kg

Acute toxicity

acetone:

Acute oral toxicity : LD50 (Rat, female): 5,800 mg/kg
GLP: no

Acute inhalation toxicity : LC50 (Rat, female): 76.0 mg/l
Exposure time: 4 h
Test atmosphere: vapour
GLP: no

Acute dermal toxicity : LD50 (Guinea pig, male and female): > 7,426 mg/kg
GLP: no

Skin corrosion/irritation

Components:

toluene:

Species: Rabbit
Result: Irritating to skin.

Skin corrosion/irritation

n-hexane:

Result: Skin irritation

Serious eye damage/eye irritation

Components:

acetone:

Species: Rabbit
Result: Eye irritation
Exposure time: 24 h

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Assessment: Irritating to eyes.
Method: Draize Test

IARC	No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
ACGIH	No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.
OSHA	No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.
NTP	No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Components:

toluene:
Reproductive toxicity - Assessment : Suspected of damaging the unborn child., Some evidence of adverse effects on development, based on animal experiments.

Reproductive toxicity

n-hexane:
Reproductive toxicity - Assessment : Suspected of damaging fertility.

STOT - single exposure

Components:

toluene:
Assessment: May cause drowsiness or dizziness.

STOT - single exposure

n-hexane:
Assessment: May cause drowsiness or dizziness.

STOT - single exposure

acetone:
Exposure routes: inhalation (vapour)
Target Organs: Nervous system
Assessment: May cause drowsiness or dizziness.

STOT - repeated exposure

Components:

toluene:
Assessment: May cause damage to organs through prolonged or repeated exposure.

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STOT - repeated exposure

n-hexane:
Assessment: May cause damage to organs through prolonged or repeated exposure.

Aspiration toxicity

Components:

toluene:
May be fatal if swallowed and enters airways.

n-hexane:
May be fatal if swallowed and enters airways.

Experience with human exposure

Components:

toluene:
Skin contact:

Remarks: Prolonged skin contact may defat the skin and produce dermatitis.

n-hexane:
Repeated or prolonged exposure may cause irritation of eyes and skin.

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SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity
No data available

Persistence and degradability

Components:

acetone:

Biodegradability	:	Result: Readily biodegradable. Biodegradation: 100 %

Bioaccumulative potential

Components:

toluene:

Partition coefficient: n-octanol/water	:	Pow: 2.7

acetone:

Partition coefficient: n-octanol/water	:	log Pow: -0.24 (20 °C)

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential	:	Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).
Additional ecological information	:	Toxic to aquatic life with long lasting effects.

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Disposal of residual product	:	Do not dispose of waste into sewer. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container to an approved facility in accordance with local, regional, national and international regulations.
Contaminated packaging	:	Empty remaining contents. Dispose of as unused product. Do not re-use empty containers. Do not burn, or use a cutting torch on, the empty drum.

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SECTION 14. TRANSPORT INFORMATION

International transport regulations

Land transport
USDOT (Special Provision 383): UN1133, Adhesives, 3, III
TDG: UN1133, Adhesives, 3, II

LIMITED QUANTITY if shipped in inner packagings not over 5.0 L (1.3 gallons) net capacity each, packed in a strong outer packaging.

Sea transport
IMDG: UN1133, Adhesives, 3, II

Air transport
IATA/ICAO: UN1133, Adhesives, 3, II

SECTION 15. REGULATORY INFORMATION

TSCA list

TSCA - 5(a) Significant New Use Rule List of Chemicals	:	No substances are subject to a Significant New Use Rule.
U.S. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpart D)	:	No substances are subject to TSCA 12(b) export notification requirements.

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
toluene	108-88-3	1000	1667

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Flammable (gases, aerosols, liquids, or solids)
Skin corrosion or irritation
Serious eye damage or eye irritation
Reproductive toxicity
Specific target organ toxicity (single or repeated exposure)
Aspiration hazard

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : The following components are subject to reporting levels established by SARA Title III, Section 313:

toluene	108-88-3
n-hexane	110-54-3

Clean Air Act

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 12 (40 CFR 61):

toluene	108-88-3	30 - 60 %
n-hexane	110-54-3	10 - 30 %

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

The following chemical(s) are listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489):

toluene	108-88-3	30 - 60 %
acetone	67-64-1	10 - 30 %

California Safe Drinking Water and Toxic Enforcement Act (Proposition 65)

⚠**WARNING:** This product can expose you to chemicals including toluene, which is/are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The components of this product are reported in the following inventories:

DSL	:	On the inventory, or in compliance with the inventory
TSCA	:	On the inventory, or in compliance with the inventory

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SECTION 16. OTHER INFORMATION

Further information
Revision Date : 07/02/2019

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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Johns Manville
A Berkshire Hathaway Company

717 17th Street (80202)
P.O. Box 5108
Denver, CO 80217-5108
303 978 2000
www.jm.com

Safe Use Instruction Bulletin

OSHA promulgated the Hazard Communication Standard (Haz Com) in 1983 to ensure that the hazards of chemicals produced or imported in the US are evaluated and information concerning their hazards is transmitted to employers and employees. The standard received significant updates in 1994 and in 2012, with 2012 being the most significant. The Haz Com standard can be found at 29 C.F.R. 1910.1200. Haz Com 2012 aligned the OSHA standard with the Global Harmonization Standard (GHS) of chemical hazard classification and labeling. Under Haz Com 2012, material safety data sheets (MSDSs) will be referred to as safety data sheets (SDSs). During this transition, which will be completed prior to June 1, 2015, Johns Manville (JM) will be authoring SDSs according to the new requirements.

Manufacturers, including JM, often provide MSDSs/SDSs for reasons other than those of meeting the requirements of the Haz Com standard, and this can cause confusion to downstream users. JM's intent is to eliminate confusion by publishing Safe Use Instructions (SUIs) for products that are not regulated by Haz Com, including those that meet the Haz Com definition of an article, as set forth below. The release of SUIs will be occurring as we implement Haz Com 2012 and transition from MSDSs to SDSs for products requiring an SDS under Haz Com 2012.

> ***"Article"*** *means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which does not release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use.*

Most Johns Manville roofing membranes, insulation and cover boards, and many accessories meet the definition of an article. JM will provide a SUI for all products that are articles. The SUI will resemble an SDS and provide information for the safe use of the product; however, Section 3 of the SUI will not list any hazardous ingredients and will indicate that the product meets the article definition. Please contact JM Product Stewardship with any questions at productsafety@jm.com.

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Johns Manville
A Berkshire Hathaway Company

Peak Advantage Guarantee

PEAK ADVANTAGE Johns Manville

Building Owner:
Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Building Name:
Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Approved Roofing Contractor:
Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Guarantee Number: *Sample - not issued*
Expiration Date: *Sample - not issued*
Job Name: *Sample - not issued*

Date of Completion: *Sample - not issued*

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: XX Year **$** No Dollar Limit

Coverage:
The components of the Roofing System covered by this Guarantee are:
Total Squares: XXX

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type Layer 1	Layer 2	Layer 3	Cover Board
1	XXX	XXXX	XXXXX	XXX	XXX	XXX	XXX

Accessories:

Type	Product Name	Quantity	
Expand-O-Flash (1) Style:		0	lin. ft.
Expand-O-Flash (2) Style:		0	lin. ft.
Expand-O-Flash (3) Style:		0	lin. ft.
Fascia Style:		0	lin. ft.
Copings Style:		0	lin. ft.
Gravel Stop Style:		0	lin. ft.
Drains (1) Style:		0	ea.
Drains (2) Style:		0	ea.
Vents Style:		0	ea.
Skylight System:		0	ea.
Enrgy Anchor		0	ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

Bid 24-23, Construction - Appendix A
RCC Expansion
City Issued Bid
SAMPLE

WHAT TO DO IF YOUR ROOF LEAKS
If you should have a roof leak please refer to directions on the Maintenance Program page within this document.

LIMITATIONS AND EXCLUSIONS
This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (I) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (II) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation.

SAMPLE ONLY – NOT ISSUED

By: Joseph Smith
Title: President Roofing Systems

Appendix A
Bid #22-6, Construction
& ROOF Expansion
City Issued Bid

Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.

2. In response to timely notice, JM will arrange to inspect the Roofing System, and
   (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
   (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.

3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain the items below on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Owner Services Group
(800) 922-5922
E-mail: OwnerServices@jm.com
www.jm.com/roofing

Appendix A Construction - BOE #23 Construction Expansion - IFC Issued Bid Set

CITY OF FAYETTEVILLE ARKANSAS

Bid 24-23 Addendum 3
Moser Construction, LLC
Supplier Response

Appendix B
Bid 24-23 Construction - YRCC Expansion
Moser Construction LLC's Bid

Event Information

Number:	Bid 24-23 Addendum 3
Title:	Construction - YRCC Expansion
Type:	Invitation to Bid
Issue Date:	2/4/2024
Deadline:	3/5/2024 02:00 PM (CT)
Notes:	The City of The City of Fayetteville is accepting sealed bids from properly licensed construction firms for the construction and completion of Yvonne Richardson Community Center Expansion/Addition. 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

Moser Construction, LLC Information

Contact: NOAH SANDERS
Address: 4411 MILLBROOK DRIVE
BRYANT, AR 72022
Phone: (501) 847-4777
Email: nsanders@moserconstruction.net
Web Address: www.moserconstruction.net

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

Noah Sanders
Signature

nsanders@moserconstruction.net
Email

Submitted at 3/5/2024 01:59:23 PM (CT)

Requested Attachments

Bid 24-23, Required Signature Forms — Moser Construction.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 24-23, Bid Bond — Moser Construction 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:** 800157744
2	**Arkansas Contractor License Number:** 0205100624
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

Appendix B
Bid 24-23; Construction -
YRCC Expansion
Moser Construction LLC's Bid

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 Bid Total, not including bonds and insurance. Quantity: 1 UOM: Lump Sum Price: $25,000.00 Total: $25,000.00
2	**Bonds and Insurance** Quantity: 1 UOM: Lump Sum Price: $50,000.00 Total: $50,000.00
3	**Trench Excavation and Safety System** Quantity: 1 UOM: LS Price: $200.00 Total: $200.00
4	**Total Base Bid -** DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM Quantity: 1 UOM: Lump Sum Price: $2,404,575.00 Total: $2,404,575.00 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.*
5	**DEDUCTIVE ALTERNATE #1** BUILDING PAINT -Provide pricing for painting only the south elevations on existing building. Deductive amount pricing shall be the difference to be deducted from Total Base Bid. *(Line excluded from response total)* Quantity: 1 UOM: LS Price: $8,732.00 Total: $8,732.00
6	**DEDUCTIVE ALTERNATE #2** GYM FLOOR -Provide pricing for sport court flooring material and installation. Suggested Manufacturer: Ecore; Baller Motivate, Class 1. Color: Slam. Deductive amount pricing shall be the difference to be deducted from the Total Base Bid. *(Line excluded from response total)* Quantity: 1 UOM: LS Price: $19,148.00 Total: $19,148.00

Appendix B
Bid 24-23, Construction -
YRCO Expansion
Moser Construction LLC's Bid

7	**DEDUCTIVE ALTERNATE #3** KITCHEN PACKAGE -Provide pricing for supplying kitchen ventilation hoods with related accessories and installation of ALL kitchen equipment (Owner to provide remaining equipment). Deductive amount pricing shall be the difference to be deducted from Total Base Bid. *(Line excluded from response total)* Quantity: 1 UOM: LS Price: $27,000.00 Total: $27,000.00

Response Total: $2,479,775.00

Appendix B
Bid 24-23, Construction -
YRCC Expansion
Moser Construction LLC's Bid

CITY OF FAYETTEVILLE, ARKANSAS:
BID 24-23, CONSTRUCTION – YRCC Expansion

SECTION 02
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Moser Construction, LLC

4411 Millbrook Drive

Bryant, AR 72022

as Principal, hereinafter called the Principal, and

U.S. Specialty Insurance Company

13403 Northwest Freeway

Houston, Texas 77040-6094

a corporation duly organized under the laws of the State of Texas 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 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 24-23, CONSTRUCTION – YRCC EXPANSION

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

Bid 24-23, Construction - YRCC Expansion Appendix B Moser Construction LLC's Bid

CITY OF FAYETTEVILLE, ARKANSAS:
BID 24-23, CONSTRUCTION – YRCC Expansion

Signed and sealed this 5 day of March 2024.

PRINCIPAL (CORPORATE SEAL)

Moser Construction, LLC

By _____

SURETY

U.S. Specialty Insurance Company

By Christy Michelle Long

Christy Michelle Long, Attorney-In-Fact

ATTORNEY-IN-FACT

Christy Michelle Long

Christy Michelle Long

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

Appendix B
Bid 24-23, Construction -
YRCC Expansion
Moser Construction, LLC's Bid

END OF SECTION 02

TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Michael Halter, J. Alan Rogers, Miki J. Rogers, Brian A. Boyd, Kevin Bruick, Shana Meyer, Matthew Perry, Landon G. Fisher, Christy Michelle Long

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 5 day of March, 2024.

Corporate Seals
Bond No. _____

Agency No. 17061

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

visit tmhcc.com/surety for more information

Appendix B
Bid 24-23 Construction -
YRCC Expansion
Moser Construction LLC's Bid

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.

- [x] **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.

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

- [x] 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.

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

- [x] 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.

- [x] **Additional Information Required:**
  - AR Secretary of State Filing #: 800157714 OR submit electronically.
  - Arkansas Contractor License #: 0205100624 OR submit electronically.

  - Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
    - Submit electronically or circle applicable answer: (YES) *or* NO

  - Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
    - Submit electronically or circle applicable answer: (YES) *or* NO

Bid 24-23 Construction - Appendix B
YRCC Expansion
Mosser Construction LLC's Bid

SECTION 00 41 00

BID FORM

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

FROM: Moser Construction, LLC
Name of Contractor

4411 Millbrook Drive, Bryant, AR 72022
Address

501-847-4777 - 501-847-4772 - nsanders@moserconstruction.net
Telephone / Fax / Email

0205100024
License Number

272916012
Tax ID Number

Appendix B
Bid 24-23, Construction
YRCC Expansion -
Moser Construction LLC's Bid

Pursuant to and in compliance with Bidding Documents and the proposed Contract Documents, including Addenda 1, 2, 3 **, I hereby propose and agree to furnish material and labor to construct and complete the Addition to the Yvonne Richardson Community for City of Fayetteville, AR within 300 (for Substantial Completion)/ 330 (for total completion calendar days, in strict accordance with the Contract Documents for the sum of:**

TOTAL BASE BID:

Two Million, Four Hundred Seventy Nine Thousand, Five Hundred Seventy Five $2,479,575
DOLLARS

The undersigned further agrees to provide a list of material and products which can be effectively procured by the owner directly from suppliers within 24 hours of bid opening.

If awarded the contract, I agree to enter into and execute a Contract on the basis of this bid, and to furnish bonds and proof of insurance in accordance with the Instructions to

Bidders and the General Conditions of the Contract for Construction.

I have completed the Bid and have attached bid security, in specified amount, and copy of Surety Agent's Power of Attorney.

Firm Name: Moser Construction, LLC

Signature: [signature]

Title: CEO

Date: 3/5/2024

If Bidder is a partnership, complete the following:

Names and Addresses of Partners:

N/A

If Bidder is a corporation, complete the following:

Name and Address of President: N/A

Name and Address of Treasurer:

(SEAL)

Appendix B
Bid 24-23, Construction -
YRCC Expansion
Moser Construction LLC's Bid

Discipline	Subcontractor Name	License No.
Mechanical	Precise Electric	0222630524
Electrical	Precise Electric	0222630524
Plumbing	COP Hometown Service Inc	0215410524
Roofing	J&J Commercial Roofing	044066060724

Appendix B
Bid 24-23, Construction -
YRCC Expansion
Moser Construction LLC's Bid

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 24-23, Construction - YRCC Expansion

DEADLINE: Tuesday, March 5, 2024 at 2:00 PM

Certification of Funds: $2,500,000.00 *($3,125,000.00 total allowed)*

*Rejected - Mobilization Exceeds 5%

				Moser Construction, LLC		SSI of Northwest Arkansas		Milestone Construction Company, LLC		Legacy Construction Management, Inc		Baldwin & Shell Construction Company		Southern Building Services Inc	
				$2,479,775.00		$2,570,774.00		$2,599,644.00		$2,608,944.00		$2,983,412.00		$2,987,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	MobilizationShall not exceed 5% of Bid Total, not including bonds and insurance.	1	LS	$25,000.00	$25,000.00	$123,450.37	$123,450.37	$7,500.00	$7,500.00	$130,000.00	$130,000.00	$104,705.00	$104,705.00	$25,000.00	$25,000.00
2	Bonds and Insurance	1	LS	$50,000.00	$50,000.00	$51,378.65	$51,378.65	$94,682.00	$94,682.00	$29,000.00	$29,000.00	$13,974.00	$13,974.00	$31,000.00	$31,000.00
3	Trench Excavation and Safety System	1	LS	$200.00	$200.00	$1.00	$1.00	$1,250.00	$1,250.00	$1.00	$1.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00
4	Total Base Bid - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM	1	LS	$2,404,575.00	$2,404,575.00	$2,395,943.98	$2,395,943.98	$2,496,212.00	$2,496,212.00	$2,449,943.00	$2,449,943.00	$2,859,733.00	$2,859,733.00	$2,930,000.00	$2,930,000.00
	Deductive Alternate #1			$8,732.00		$8,732.00		$5,200.00		$3,000.00		$11,997.00		-$12,000.00	
	Deductive Alternate #2			$19,148.00		$101,500.00		$14,690.00		$107,000.00		$124,479.00		-$75,000.00	
	Deductive Alternate #3			$27,000.00		$27,905.90		$33,736.12		$22,000.00		$60,264.00		-$35,000.00	

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

Amanda Beilfuss, Sr. Purchasing Agent 3/5/24

Les McDaugh, Purchasing Director 3/5/2024

Data from Dr. Moiseichik

Q2: Facilities

Ranking	Prioritization by Group 1	Responses	Mean
1	Computer Lab	58	3.621
2	Recreation Game Room (Pool Table, Ping Pong,….	59	3.559
3	Kitchen for Cooking and Nutrition Classes	62	3.516
4	Trail Connection to the Center	60	3.483
5	Classroom for Aduilt Education	59	3.475
6	Bus Connection to the Center	62	3.452
7	Sports Field	59	3.424
8	Walking/Running track	60	3.367
9	Party Room	57	3.316

Data from Online Survey

Q2: Facilities

Raniking	Prioritization by Group 2	Participants
1	Trail Connection to the Center	142
2	Kitchen for Cooking and Nutrition Classes	142
3	Recreation Game Room (Pool Table, Ping Pong,….	142
4	Walking/Running track	142
5	Sports Field	142
6	Classroom for Aduilt Education	142
7	Bus Connection to the Center	142
8	Computer Lab	142
9	Party Room	142
10	video Gaming Room for E-Sports	142

Data from Dr. Moiseichik

Q3: Programs

Ranking	Prioritization by Group 1	Participants	Mean
1	tutoring	62	3.742
2	computer classes	36	3.722
3	youth leadership programs	61	3.689
4	girls' programs	59	3.678
5	family programs	61	3.656
6	swim lessons	61	3.623
7	nutrition and cooking classes	62	3.613
8	job preperation classes	62	3.597
9	community Services Projects	60	3.583
10	business plan workshop	62	3.565
11	field trip	60	3.55
12	financial literacy classes	61	3.541
13	fitnes programs	60	3.533
14	driver education	64	3.531
15	diversity training	59	3.509
16	martial arts	61	3.492
17	engineering, math (STEM)	59	3.475
18	basketball	64	3.438
19	board games	63	3.413
20	african american history	62	3.371
21	civic engagement programs	58	3.31

Data from Online Survey

Q3: Programs

Raniking	Prioritization by Group 2	Participants
1	Fitness Programs	140
2	Community Services Proj	140
3	Eng, Math, (STEM)	140
4	Family Programs	140
5	Nutrition and Cooking	140
6	Youth Leadership Prog	140
7	Tutoring	140
8	Swimming Lessons	140
9	Financial Literacy Classes	140
10	Girl's Programs	140
11	Civic Engagement	140
12	Field Trips	140
13	Basketball	140
14	Job Prep Classes	140
15	Martial Arts	140
16	Computer Classes	140
17	African American History	140
18	Diversity Training	140
19	Business Plan Workshop	140
20	Board Games	140
21	Drivers Education	140

Online

Q:2	Facilities Specifically Requested:		
	Additional Courts	13	Several specific notes for Pickleball. Some comments about dedicated court space for volleyball and pickleball, etc, Dedica Pickleball courts, in and out
	Multi-Purpose classr	15	With operable partitions. One=educational 5= arts and crafts, Yoga
	Green House	2	
	Pool	14	Some noted Indoor Competition
	Reading Room/Nook	1	
	Fitness Room	7	One Specifically mentioned cardio equip, one specifically self classes
	Small Skate/Bike Pa	2	
	Expand Playground	1	
	Play area for 1.5-3 y	1	
	Softball Fields	1	
	expand Garden	2	
	Neighbor. Garden R	1	
	E-Sport Room	1	
	Climbing Wall	2	
	Offices with Receptic	1	
	Stream Restor. / Acc	3	
	New floor in Gym	1	
	Maker Space	1	
	track	3	
	amphitheater	1	
	Indoor Socker	1	
	Outdoor Footsal Cou	1	
	Steps to Garden	1	
	Daycare	1	
	Outdoor Basketball	1	
	Library Sub-Station	2	
	Book Exchange/ Libr	2	
	Tennis Courts	1	

In Person

Other -	Facilities Specifically Requested	
	Place to BBQ	
	Food Pantry	
	Place for Fruits and Vegitables	
	lego building skils	
	indoor pool	
	Library	
	Camping trips	
	Fitness Room	yoga
	Classrooms	communciation classes, language classes, peaceful conflict resolution, anger/ stress management, dog training, non violer communication training, ballroom dance classes

everthing positive,
anything positive,
for the future and
education

Mean
3.387
3.254
3.070
2.979
2.859
2.852
2.782
2.754
2.711
2.210

Mean
3.429
3.279
3.250
3.243
3.214
3.164
3.143
3.100
3.093
2.986
2.975
2.879
2.843
2.836
2.771
2.757
2.714
2.693
2.664
2.636
2.629

ated

4 =

defense

nt

YRCC Program of Spaces

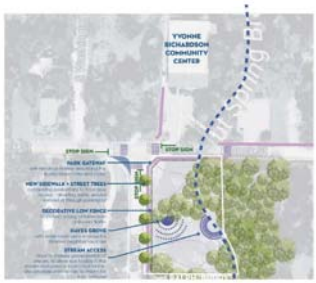
	Room Name	Units	NSF	Budget Cost	Notes
Existing Facility (Renovation)					
	Gymnasium	SF	7,135		
	Entry Corridor	SF	161		
	Offices	SF	233		
	Private Office	SF	113		
	Classroom	SF	365		
	Men's Toilet	SF	165		
	Women's Toilet	SF	165		
	Storage	SF	278		
	Mechanical	SF	32		
	Janitor	SF	32		
	Computer Lab	SF	210		
	Subtotal		8,889	**$0.00**	
	Circulation/Mechanical		600	**$0.00**	
	Total		9,489	**$0.00**	
Classroom Spaces					
	Game Room	SF	900		
PH I	Classroom 1	SF	1,500		
	Classroom 2	SF	900		
	Classroom 3	SF	900		
	Storage	SF	200		
	Family Toilet	SF	60		
	Family Toilet	SF	60		
	Corridor	SF	1,100		
	Subtotal		5,620	**$0.00**	
	Circulation/Mechanical/Restrooms	35%		**$0.00**	
	Total		5,620	**$0.00**	
Kitchen					
	Kitchen	SF	400		
	Storage	SF	400		
	Subtotal		800	**$0.00**	
	Circulation/Mechanical/Restrooms	30%			
PH I	**Total**		800	**$0.00**	
Play Courts and Fitness					
	Multi-Use Court	SF	7,500		Turn existing court into pickleball courts
	Multi-Use Court		7,500		
	Weight / Cardio Room		1,500		
	Fitness Room - Dance / Yoga		1,000		
	Storage	SF	400		
	Stage	SF	400		
	Showers / Dressing / Locker Room	SF	2,000		
	Subtotal		20,300	**$0.00**	
	Circulation/Mechanical/Restrooms	30%	6,090		
	Total		26,390	**$0.00**	
		Renovated SF	**9,489**	**$0.00**	

		New SF Phase I	**3,520**	**$0.00**	
		New SF Whole Enchelada	**#REF!**		
Outdoor Spaces					
	Trail Connection to Facility		0		
	Mass Transit to Facility		0		
	Play Field		0		Trail access to Walker Park would be best
	Walking Track		0		
	Green House				
	Small Skate/Bike Park				
	Expand Playground				
	Play Area for 1.5-3 Year Old		0	$0.00	
	Softball Fields				Trail access to Walker Park would be best
	Expand Garden				
	Neighborhood Shared Garden				
	Stream Restor. / Access				
	track				
	amphitheater				
	Outdoor Footsal Court				Trail access to Walker Park would be best
	Steps to Garden				
	Daycare				
	Outdoor Basketball				
	Tennis Courts 1				Trail access to Walker Park would be best
	Place to BBQ				

Fayetteville Fire Station #8				11.18.19
Estimate of Construction Cost				
	Quantity	U/M	Unit Cost	Budget
Site Development Costs				
Site Development & Parking Lot	7500	SF of BLDG	$40	$300,000
Utilities	7500	SF of BLDG	$7	$52,500
Soft Soils Mass Excavation/Retaining Walls	1	ls	$10,000	$10,000
City Impact Fees	1	ls	$25,000	$25,000
Landscaping & Irrigation	1	ls	$35,000	$35,000
			Sub Total - Site Development	**$422,500**
Building Construction Costs				
Truck Bay	9,489	sf	$0	$0
Office Area	800	sf	$0	$0
Sleeping Quarters	5,620	sf	$0	$0
	0	sf	$0	$0
Overall Building	7,288	sf	$260	$1,894,880
			Sub Total - Building Construction	**$1,894,880**
			Sub-Total Site and Building	**$2,317,380**
			10% Contingency	**$231,738**
				$2,549,118
Design and Engineering Fees				
Architecture	0.50	Fixed Fee	$325,500	$162,750.00
Progamming	0.50		$48,000	$24,000.00
Interior Design, FF&E	0.00		$7,400	$0.00
As-Built Record Drawings	1.00		$10,000	$10,000.00
Cost Consultant	0.50		$10,000	$5,000.00
Civil Engineering	1.00	Fixed Fee	$45,400	$45,400
Topo Survey	1.00	Fixed Fee	$1,350	$1,350
Geotechnical (By Owner)	1.00	Fixed Fee	$1	$1
Low Voltage Design	0.00		$29,480	$0
LEED Certification				
LEED Additional Services	0.50	Fixed Fee	$75,500	$37,750
LEED Commissioning	0.50	Fixed Fee	$34,985.00	$17,493
LEED Enhanced Commissioning	0.00		$5,482.50	$0
Printing, Reprographics, Reimbursables	1.00	ls	25000	$25,000
			Sub Total - Design & Engineering	**$328,744**
Additional Items				
FF&E	1	ls	$517,965	$517,965
	1	ls	$0	$0
	1	ls	$0	$0
	1	ls	$0	$0
	1	ls	$0	$0
	1	ls	$0	$0
Fire Equipment (See separate sheet)	1	compiled		#REF!
			Sub Total - Added Items	**#REF!**
			Total Project Cost	**#REF!**
			Bond Dollars Available	**$4,150,000**

YVONNE RICHARDSON COMMUNITY CENTER @ BUDDY HAYES PARK

RALPH 'BUDDY' HAYES PARK



YRCC / Buddy Hayes

- $1,000,000 in Bond Funds
- Possible grant and donor opportunities – First phase will be to develop schematic designs and information to convey possibilities to potential donors.
- An addition of a multipurpose room, teaching kitchen, and storage for YRCC.
- Possible site improvements

YRCC and Park Initial Program and Budget

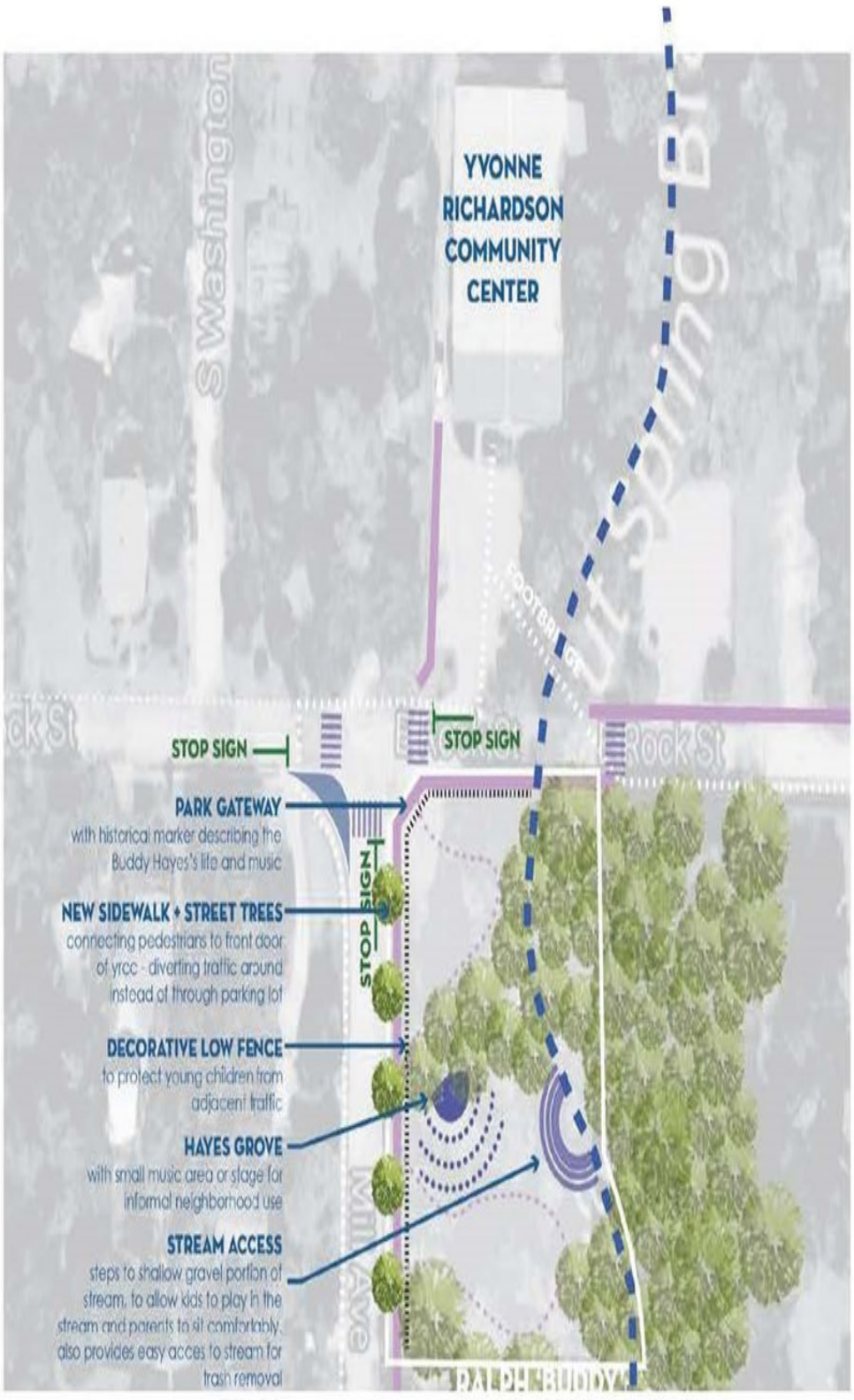
`6/27/2019

Space/Item	Qty.	SF	Sub Total	Unit Cost	Sub Total	Totals
YRCC Indoor Space						
Multipurpose Room	1	900	1200	$250	$300,000	
Teaching Kitchen	1	400	800	$300	$240,000	
Storage	2	140	280	$150	$42,000	
Misc. Renovations	LS				$140,000	
	Total Sq. Feet New		2280			
						$722,000
Exterior Work						
Park Improvements	1			LS	$110,000	
						$110,000
Totals						$832,000
	Contingency (10%)				$83,200	
	Design/Permitting/Testing (10%)				$83,200	
				Rounding	$1,600	
						$1,000,000

-94.157 Degrees

RALPH 'BUDDY' HAYES PARK

long term
PARK DEVELOPMENT



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1831

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

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

FROM: Lee Farmer, Recreation Superintendent

SUBJECT: **A resolution to approve a budget adjustment in the amount of $3,550 recognizing donation revenue from residents.**

RECOMMENDATION:
A resolution to approve a budget adjustment in the amount of $3,550 recognizing donation revenue from residents and local businesses.

BACKGROUND:
Residents, organizations, and businesses make donations to assist with various parks and recreation programs throughout the year. A total of $3,550 was donated to Parks, Natural Resources and Cultural Affairs in December 2023 for tree donations, the Yvonne Richardson Community Center, and Park Operations.

DISCUSSION:
This resolution will recognize these donated funds to be allocated in the appropriate expense accounts to fulfill the intended use as designated by the donating party. Parks, Natural Resources and Cultural Affairs is very appreciative of each of these donations and attached is a list of the donations received.

Donors designated funds for the following:

YRCC Donations:	$50
Tree Donations:	$3,000
Parks Operations:	$500

BUDGET/STAFF IMPACT:
The budget will be increased in the amount of $3,550 within the appropriate accounts as shown on the Budget Adjustment.

ATTACHMENTS: SRF (#3), BA (#4), 2023 Parks Donations Receipts (#5)

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

File #: 2024-1831

A resolution to approve a budget adjustment in the amount of $3,550 recognizing donation revenue from residents.

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $3,550.00 RECOGNIZING DONATION REVENUE FROM RESIDENTS AND LOCAL BUSINESSES TO THE PARKS, NATURAL RESOURCES AND CULTURAL AFFAIRS DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of $3,550.00 recognizing donation revenue from residents and local businesses to the Parks, Natural Resources, and Cultural Affairs Department.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donations.

City of Fayetteville Staff Review Form

2024-1831

Item ID

4/2/2024

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

Lee Farmer	3/13/2024	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve a budget adjustment in the amount of $3,550 recognizing donation revenue received in late 2023 from residents and local businesses, to the Parks, Natural Resources and Cultural Affairs Department.

Budget Impact:

Various	General & Park Development
Account Number	Fund
33051	Parks & Recreation Donations
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	82,491.00
		Expenses (Actual+Encum)	$	2,328.75
		Available Budget	$	**80,162.25**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	3,550.00
		Remaining Budget	$	**83,712.25**

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	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Budget adjustment to recognize and allocate donations received late in 2023 from citizens and businesses as follows: Tree planting donations - $3,000, YRCC donations - $50 and Parks Operations donation - $500 (for Wilson Park flower bed maintenance).

COUNCIL DATE: 4/2/2024

ITEM ID#: **2024-1831**

Holly Black
3/14/2024 8:02 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024222

TOTAL	3,550	3,550				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.520.5220-5220.00	3,000	-	33051	1101	EX	Landscape Materials
1010.520.5280-5342.00	50	-	33051	1001	EX	Promotionals - Activities
1010.521.5260-5400.00	500	-	33051	1	EX	Building & Grounds - Maintenance
1010.001.0001-4999.99	-	3,550			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Parks & Recreation - Donations Received but not yet recognized - 2023

Date	Revenue G/L Account that donation was deposited in	Amount	Donation Received From	Donation Purpose	Donation Group	Receipt #		G/L Expense Account Funds are to be spent from	
12/5/2023	1010.520.5220-4815.00 33051.1	$500.00	Jeanie Johnson-Hill	Johnson-Hill Garden - at Wilson Park (Tina B.)	Park Operations	63130006	BH	1010.521.5260-5400.00 33051.1	
12/29/2023	1010.520.5220-4815.00 33051.1101	$3,000.00	Mary Ann Renz	Tree donations	Parks	63781959	TJ	1010.520.5220.5220.00 33051.1101	
12/28/2023	1010.520.5280-4809.00 33051.1001	$50.00	Monica Hooper	YRCC - Promotional Activities	YRCC	63756875	LF	1010.520.5280-5342.00 33051.1001	
								Remaining 2023 Donations To Recognize	**$3,550.00**

Parks & Recreation - Non-Monetary Donations received in 2016

Date	Value Amount	Item Received	Donated By	Donation Purpose	Hand Receipt #	Division
						Parks & Recreation
						Parks & Recreation
	$0.00	Sub-total of Estimated Value				

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1812

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **TIRES, TUBES AND SERVICES**

RECOMMENDATION:
A RESOLUTION TO APPROVE A CONTRACT EXTENSION FOR THE PURCHASE OF TIRES, TUBES, AND SERVICES FROM APPROVED MANUFACTURERS ON AN AS NEEDED BASIS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT COOPERATIVE PURCHASING AGREEMENT, THROUGH JUNE 30TH, 2024 AND ANY FUTURE RENEWAL PERIODS

BACKGROUND:
Resolution 121-19 authorized the city to purchase tires, tubes, and services available on a NASPO ValuePoint cooperative purchasing contract through 03/31/24. NASPO is in the process of negotiating a new agreement that is expected to take effect on 07/01/24, so it has extended the current contract through 06/30/24. Fleet is recommending extending its purchasing authority through 06/30/24 and any future renewal periods while NASPO finalizes the new contract.

DISCUSSION:
The Fleet Operations Division purchases and stocks inventory for front line high-use equipment to assist with decreasing downtime. Both Fleet Operations and Purchasing support the contract extension and this will allow us to continue purchasing tires with local vendors through the duration of the current contract. This cooperative purchasing contract is recognized and utilized by the State of Arkansas and 39 other states. When the new NASPO contract is finalized and executed, Fleet will bring another resolution to the City Council seeking approval to purchase under that contract.

BUDGET/STAFF IMPACT:
Funds for the acquisition of tires have been budgeted in Fleets annual operating budget.

ATTACHMENTS: SRF (#3), Portfolio Details - NASPO ValuePoint 2019-2024 (#4), Adenda - Tires, Tubes, and Services-Bridgestone-AR-2018-2023-PA-Executed (#5), Addendum - Tires, Tubes, and Services-Goodyear-AR-2018-2023-PA-Executed (#6), Portfolio Details - NASPO ValuePoint 2024-2029 (#7), State of Iowa Mail - Intent to Award - RFP0223005113_Redacted (#8)

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

File #: 2024-1812

TIRES, TUBES AND SERVICES

A RESOLUTION TO APPROVE THE PURCHASE OF TIRES, TUBES, AND SERVICES ON AN AS NEEDED BASIS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH JUNE 30, 2024 AND ANY FUTURE RENEWAL PERIODS

WHEREAS, on May 21, 2019, the City Council passed Resolution No. 121-19 approving the purchase of tires, tubes, and services pursuant to a NASPO ValuePoint cooperative purchasing contract through March 31, 2024; and

WHEREAS, NASPO ValuePoint has extended the current contract through June 30, 2024 while it negotiates a new contract for tires, tubes, and services expected to take effect on July 1, 2024; and

WHEREAS, the Fleet Division recommends extending the authorization to purchase these items pursuant to the current NASPO ValuePoint contract through June 30, 2024, and any future renewal periods.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of tires, tubes, and services from approved manufacturers on an as needed basis pursuant to a NASPO ValuePoint cooperative purchasing contract through June 30, 2024, and any future renewal periods.

City of Fayetteville Staff Review Form

2024-1812

Item ID

4/2/2024

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 APPROVE A CONTRACT EXTENSION FOR THE PURCHASE OF TIRES, TUBES, AND SERVICES FROM APPROVED MANUFACTURERS ON AN AS NEEDED BASIS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT COOPERATIVE PURCHASING AGREEMENT, THROUGH JUNE 30TH, 2024 AND ACCEPT A NASPO VALUEPOINT AWARD STARTING JULY 1ST 2024 THROUGH JUNE 30TH 2029.

Budget Impact:

9700.770.1910-5214.01	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	273,000.00
		Expenses (Actual+Encum)	$	39,508.89
		Available Budget	$	233,491.11
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	233,491.11

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

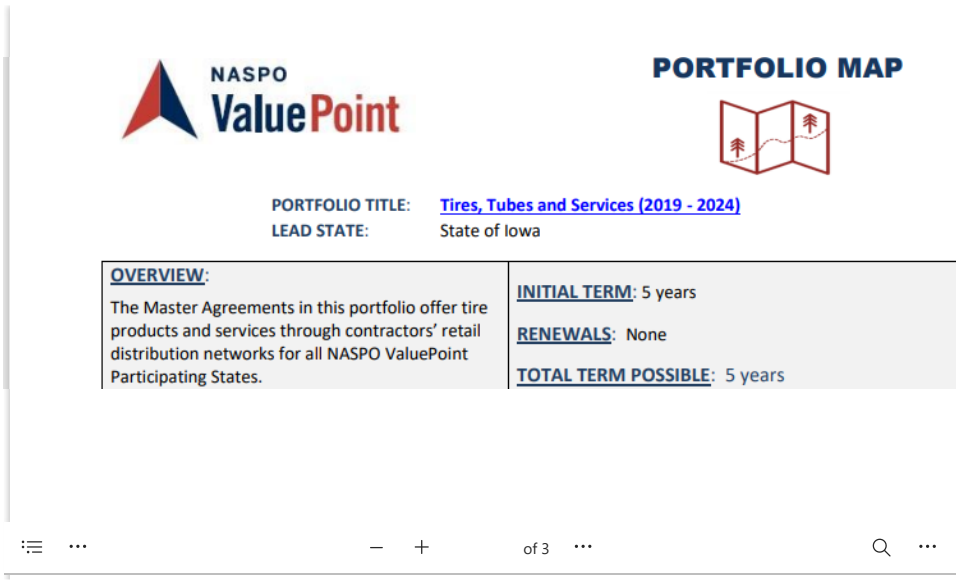
Original Contract Number: _____

Comments:

Tires, Tubes and Services

The Portfolio Action Tracker (PAT) is a transparency tool that can be used to monitor and review the real-time status of NASPO ValuePoint portfolios.
Click here to view Status

Overview | Contractors(3) | Portfolio Map


NASPO ValuePoint

PORTFOLIO MAP

PORTFOLIO TITLE: Tires, Tubes and Services (2019 - 2024)
LEAD STATE: State of Iowa

OVERVIEW:	INITIAL TERM: 5 years
The Master Agreements in this portfolio offer tire products and services through contractors' retail distribution networks for all NASPO ValuePoint Participating States.	RENEWALS: None
	TOTAL TERM POSSIBLE: 5 years

of 3

Lead State

Iowa	Craig Trotter craig.trotter@iowa.gov 515-322-8593
Awarded:	04/01/2019
Expiration:	06/30/2024
Renewals Limit:	06/30/2024

NASPO Resources

Cooperative Portfolio Managers

Primary Contact	Josh Descoteau
Secondary Contact	Tia Snyder

Participating Addenda (92)

a
Arkansas
Arizona
California
Colorado

Download Participating Addenda

Download Arkansas PAs

Bridgestone Americas Tire Operation, LLC
Tires, Tubes, and Services-Bridgestone-AR-2018-2023-PA-Executed.PDF

Documents/Details

Solicitation -

RFP1118005083 - Tires Tubes Services RFP and Amendments

ut

Dela
ware

Flori

The Goodyear Tire & Rubber Company

Tires, Tubes, and Services-Goodyear-

The Request For Proposal (RFP) for the NASPO ValuePoint Master Agreement for Tires, Tubes and Services (2019 - 2024) with all amendments

Portfolio Information +

Award +

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

PARTICIPATING ADDENDUM
NASPO ValuePoint

Tires, Tubes and Services

Administered by the State of Iowa
(hereinafter "Lead State/Entity")

Master Agreement
Contract Number: 1118005083

Bridgestone Americas Tire Operations, LLC
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

1. **SCOPE**: This addendum covers the NASPO ValuePoint contract for Tires, Tubes and Services by the State of Iowa for use by State agencies and other entities located in the State of Arkansas as authorized by that State's statutes to utilize cooperative contracts.

2. **PARTICIPATION**: All eligible purchasers within the State of Arkansas including local political subdivisions are authorized to purchase products and services under the terms and conditions of this participating addendum.

3. **INDIVIDUAL CUSTOMER**: Each state agency and political subdivision, as a Participating Entity, that purchase Tires, Tubes and Services using this contract will be treated as if they are Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

4. **CHANGES**: The following changes to the terms and conditions are as follows:

a. Payments and Invoice Provisions: Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Contractors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the contractor at the address shown on the invoice. Payment will be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest will be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency will make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's "Purchasing Card."

By signing this participating addendum, Contractor agrees to follow Business Flow in Attachment B.
See Attachment B for details of current Business Flow.

All invoices should be forwarded to:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

PARTICIPATING ADDENDUM
NASPO ValuePoint

Tires, Tubes and Services

Administered by the State of Iowa
(hereinafter "Lead State/Entity")

Master Agreement
Contract Number: 1118005083

Bridgestone Americas Tire Operations, LLC
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

b. Purchase Order Instructions: All purchase entities issuing valid purchase orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay the contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the NASPO ValuePoint Master Agreement.

c. Price Agreement Number: All purchase orders issued by the purchasing entities within the jurisdiction of this Participating Addendum should include the NASPO ValuePoint Contract number, 1118005083, agency name, address, name of contact person and phone number.

d. Reporting: The Contractor agrees to provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Reports should include the following data: agency name and address, product description, quantity, unit and extended prices.

e. Record Retention: The contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

f. Delivery: The tires, tubes and services prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. Destination, freight prepaid, with all transportation and handling charges paid by the Contractor.

Exceptions for rush orders, emergency orders, extreme distance (defined as a "ship to" location outside of the normal delivery routes of the Contractor), or other extenuating circumstances will be considered at the time of order placement, and before delivery is made, and must be mutually agreed upon between the ordering entity and the Contractor.

g. Taxes: Personal Property tax will not be charged to Arkansas state agencies.

h. Cancellation: The State may cancel this Participating Addendum by giving the contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation.

i. Governing Law: The laws of the State of Arkansas shall govern this agreement.

j. Venue and Jurisdiction: Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.

k. Sovereign Immunity: Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

l. Returns: New, uninstalled tires may be returned by the State, within the first 30 days after purchase, for a full refund for inaccuracies or other errors on the part of the Contractor or the State.

m. E-Procurement: The State of Arkansas reserves the right to migrate to future E-procurement platforms. The Contractor shall be required to support the migration effort and integrate and manage their products & services with the State's upcoming E-procurement system.

n. Bulk Disposal of Tires: Section 4.2.4.14 of the RFP references an optional bulk disposal of tires service which the State of Arkansas will not be using.

o. Limiting the Number of Dealers: The State of Arkansas reserves the right to limit the number of Authorized Dealers, each awarded tire manufacturer may authorize to sell tires in the State, if it is in the best interest if the State to do so.

p. Performance Standards: Arkansas State law requires that all contracts for services shall include Performance Standards for measuring the overall quality of services provided. For the purposes of this cooperative contract, performance standards shall be required for all services available.

1. The Performance Standards table in Attachment A, identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Contractor **shall** meet in order to avoid assessment of damages.

2. The State may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

3. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.

4. All changes made to the Performance Standards will become an official part of the contract.

5. Performance Standards will continue throughout the term of the contract.

6. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

7. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

8. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the agency regarding the required compensation process.

5. SERVICE PERFORMANCE STANDARDS:

a. Tire Repair Must Include:

1. Tire with suspected leak must be dismounted and inspected to determine cause of inflation pressure loss and if leak can be repaired.
2. Flat tire repairs must be performed according to industry standards.
3. Proper plugging and patching must be done from inside of the tire.
4. Check balance of tire and wheel assembly. Rebalance if necessary.
5. Reactivate tire pressure monitoring system, (TPMS) (if applicable).
6. Compliance will be deemed acceptable if all above items have been performed within 30 to 60 minutes of beginning of work.
7. Emergency Tire Repair must be performed 24 hours a day, 7 days a week, as required according to industry standards for road-side assistance. Dispatch response time (arrival time by Contractor to Using Agency identified location) shall occur within 1 to 5 hours from time of contact.

b. Wheel Balance Must Include:

1. Wheel and tire removal
2. Wheel and tire mounted on balance machine
3. Spin each wheel and tire
4. Inspect to determine state of balance around axle
5. Attach lead weights on opposite sides of the tire to compensate for weight differences
6. Remount tires and wheels
7. Compliance will be deemed acceptable if all above items have been performed within 45 to 90 minutes of beginning of work.

c. Alignment Services Must Include:

1. Check for Camber, Toe, & Caster wear
2. Alignment specialists measure and correct wheel angles so they are set to vehicle manufacturer specifications.
3. Completely inspect steering and suspension systems
4. Adjust wheel angles so they are perpendicular to the ground and parallel to each other
5. Compliance will be deemed acceptable if all above items have been performed within 45 to 90 minutes of beginning of work.

d. Tire Rotation Service Must Include:

1. Removing tires
2. Inspect tire wear pattern
3. Replace tires on vehicle where they will wear most evenly
4. Reset tire
5. Compliance will be deemed acceptable if all above items have been performed within 30 to 60 minutes of beginning of work.

5. **PRIMARY CONTACTS**: The primary contacts for this participating addendum are as follows (or their named successors):

Lead Entity

Name:	Nancy Wheelock
Address:	Iowa Department of Administrative Services Central Procurement Bureau Hoover Building, FLR 3 1305 E. Walnut Street Des Moines, IA 50319
Telephone:	515-725-2268
E-Mail:	nancy.wheelock@iowa.gov

Contractor

Company Name:	Bridgestone Americas Tire Operations, LLC
Contact Person	Gregg Trosper
Address:	200 4th Avenue South, Nashville, TN 37201
Telephone:	615-937-3794
E-Mail:	TrosperGregg@bfusa.com

Arkansas Contact

Company Name:	Bridgestone Americas Tire Operations, LLC
Contact Person	Gregg Trosper
Address:	200 4th Avenue South, Nashville, TN 37201
Telephone:	615-937-3794
E-Mail:	TrosperGregg@bfusa.com

Participating Entity

Name:	John Leverett, Statewide Procurement Specialist
Address:	State of Arkansas DFA-Office of State Procurement 1509 W. 7th Street, Suite 300 Little Rock, AR 72201
Telephone:	501-683-2222
E-Mail:	john.leverett@dfa.arkansas.gov

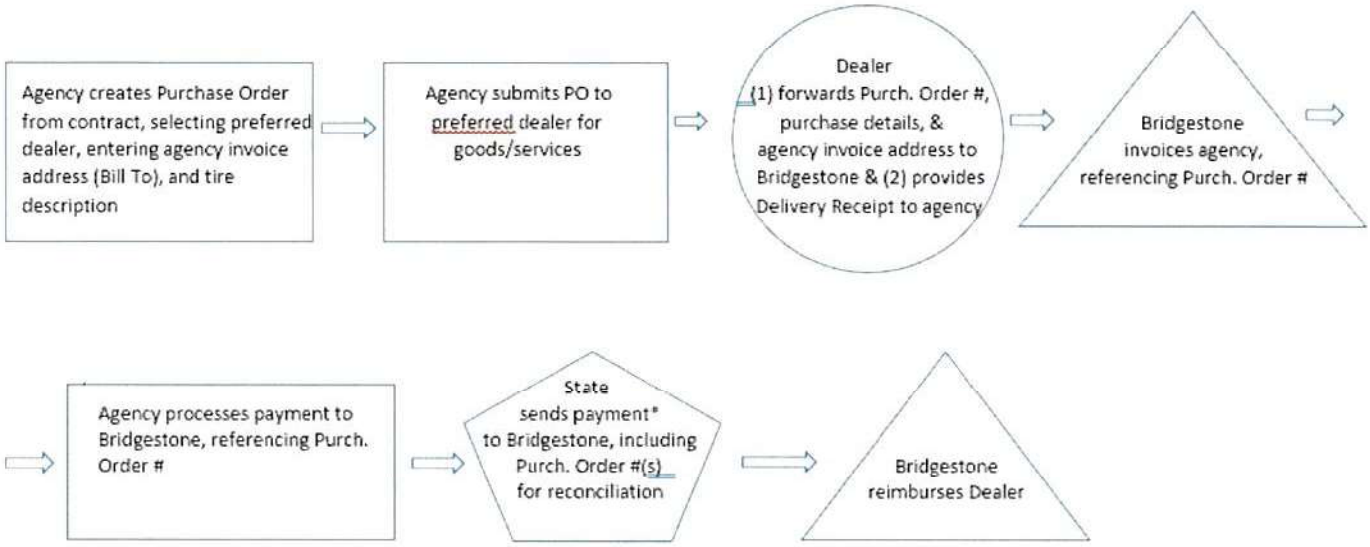
This Participating Addendum and Contract 1118005083 (administered by the State of Iowa) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated by the contractor into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Arkansas	Contractor: Bridgestone Americas Tire Operations, LLC
By: Randy Wright	By: Gregg Trosper
Name: Randy Wright	Name: Gregg Trosper
Title: Deputy Director of OSP	Title: Manager
Date: 4/10/19	Date: 4/10/19

Attachment A – Tires, Tubes and Services Performance Standards		
Criteria	**Performance Standard**	**Damages Per Vehicle**
Tire Repair Service		
Standard and Emergency Tire Repair	100% of Service Performance Standards Met	Below standard performance will result in 50% credit of repair price and correction of mistake at no charge.
Wheel Balance Service		
Wheel Balance	100% of Service Performance Standards Met	Below standard performance will result in 50% credit of repair price and correction of mistake at no charge.
Alignment Service		
Alignment Service	100% of Service Performance Standards Met	Below standard performance will result in 50% credit of repair price and correction of mistake at no charge.
Tire Rotation Service		
Tire Rotation	100% of Service Performance Standards Met	Below standard performance will result in 50% credit of repair price and correction of mistake at no charge.

Business Flow for Bridgestone Contract – Attachment B



*Payment methods include:

- ACH payment – Agency **must** include a Payment Method Supplement referencing Purchase Order #
- Warrant - Agency **must** include Purchase Order # on remittance

PARTICIPATING ADDENDUM
NASPO ValuePoint

Tires, Tubes and Services

Administered by the State of Iowa
(hereinafter "Lead State/Entity")

Master Agreement
Contract Number: 1118005083

Goodyear Tire and Rubber Company
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

1. **SCOPE**: This addendum covers the NASPO ValuePoint contract for Tires, Tubes and Services by the State of Iowa for use by State agencies and other entities located in the State of Arkansas as authorized by that State's statutes to utilize cooperative contracts.

2. **PARTICIPATION**: All eligible purchasers within the State of Arkansas including local political subdivisions are authorized to purchase products and services under the terms and conditions of this participating addendum.

3. **INDIVIDUAL CUSTOMER**: Each state agency and political subdivision, as a Participating Entity, that purchase Tires, Tubes and Services using this contract will be treated as if they are Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

4. **CHANGES**: The following changes to the terms and conditions are as follows:

a. Payments and Invoice Provisions: Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Contractors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the contractor at the address shown on the invoice. Payment will be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest will be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency will make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's "Purchasing Card."

By signing this participating addendum, Contractor agrees to follow Business Flow in Attachment B.
See Attachment B for details of current Business Flow.

All invoices should be forwarded to:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

PARTICIPATING ADDENDUM
NASPO ValuePoint

Tires, Tubes and Services

Administered by the State of Iowa
(hereinafter "Lead State/Entity")

Master Agreement
Contract Number: 1118005083

Goodyear Tire and Rubber Company
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

b. **Purchase Order Instructions**: All purchase entities issuing valid purchase orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay the contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the NASPO ValuePoint Master Agreement.

c. **Price Agreement Number**: All purchase orders issued by the purchasing entities within the jurisdiction of this Participating Addendum should include the NASPO ValuePoint Contract number, 1118005083, agency name, address, name of contact person and phone number.

d. **Reporting**: The Contractor agrees to provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Reports should include the following data: agency name and address, product description, quantity, unit and extended prices.

e. **Record Retention**: The contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records directly related to Contractor's performance under this Agreement with the State of Arkansas, shall be made available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

f. **Delivery:** The tires, tubes and services prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. Destination, freight prepaid, with all transportation and handling charges paid by the Contractor.

Exceptions for rush orders, emergency orders, extreme distance (defined as a "ship to" location outside of the normal delivery routes of the Contractor), or other extenuating circumstances will be considered at the time of order placement, and before delivery is made, and must be mutually agreed upon between the ordering entity and the Contractor.

g. **Taxes**: Personal Property tax will not be charged to Arkansas state agencies.

h. **Cancellation**: The State may cancel this Participating Addendum by giving the contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation.

i. **Governing Law**: The laws of the State of Arkansas shall govern this agreement.

j. **Venue and Jurisdiction**: Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.

k. **Sovereign Immunity:** Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

l. **Returns:** New, uninstalled tires may be returned by the State, within the first 30 days after purchase, for a full refund for inaccuracies or other errors on the part of the Contractor or the State.

m. **E-Procurement:** The State of Arkansas reserves the right to migrate to future E-procurement platforms. If this does occur, the Contractor shall use good faith efforts to support the migration effort and integrate and manage their products & services with the State's upcoming E-procurement system.

n. **Bulk Disposal of Tires:** Section 4.2.4.14 of the RFP references an optional bulk disposal of tires service which the State of Arkansas will not be using.

o. **Payment:** Contractor shall ensure that all dealers send invoices to the State agency or local public procurement unit that purchased tires or services from them.

p. **Performance Standards**: Arkansas State law requires that all contracts for services shall include Performance Standards for measuring the overall quality of services provided. For the purposes of this cooperative contract, performance standards shall be required for all services available.

1. Contractor shall ensure that all dealers are aware of and abide by all performance standards in this participating addendum and Attachment A.

2. The State may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

3. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.

4. All changes made to the Performance Standards will become an official part of the contract.

5. Performance Standards will continue throughout the term of the contract.

6. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

7. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

8. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the agency regarding the required compensation process.

5. SERVICE PERFORMANCE STANDARDS:

a. Tire Repair Must Include:

1. Tire with suspected leak must be dismounted and inspected to determine cause of inflation pressure loss and if leak can be repaired.
2. Flat tire repairs must be performed according to industry standards.
3. Proper plugging and patching must be done from inside of the tire.
4. Check balance of tire and wheel assembly. Rebalance if necessary.
5. Reactivate tire pressure monitoring system, (TPMS) (if applicable).
6. Compliance will be deemed acceptable if all above items have been performed within 30 to 60 minutes of beginning of work.
7. Emergency Tire Repair must be performed 24 hours a day, 7 days a week, as required according to industry standards for road-side assistance. Dispatch response time (arrival time by Contractor to Using Agency identified location) shall occur within 1 to 5 hours from time of contact.

b. Wheel Balance Must Include:

1. Wheel and tire removal
2. Wheel and tire mounted on balance machine
3. Spin each wheel and tire
4. Inspect to determine state of balance around axle
5. Attach balancing weights on opposite sides of the tire to compensate for weight differences
6. Remount tires and wheels
7. Compliance will be deemed acceptable if all above items have been performed within 45 to 90 minutes of beginning of work.

c. Alignment Services Must Include:

1. Check for Camber, Toe, & Caster wear
2. Alignment specialists measure and correct wheel angles so they are set to vehicle manufacturer specifications.
3. Completely inspect steering and suspension systems
4. Adjust wheel angles so they are perpendicular to the ground and parallel to each other
5. Compliance will be deemed acceptable if all above items have been performed within 45 to 90 minutes of beginning of work.

d. Tire Rotation Service Must Include:

1. Removing tires
2. Inspect tire wear pattern
3. Replace tires on vehicle where they will wear most evenly
4. Reset tire
5. Compliance will be deemed acceptable if all above items have been performed within 30 to 60 minutes of beginning of work.

5. **PRIMARY CONTACTS**: The primary contacts for this participating addendum are as follows (or their named successors):

Lead Entity

Name:	Nancy Wheelock
Address:	Iowa Department of Administrative Services Central Procurement Bureau Hoover Building, FLR 3 1305 E. Walnut Street Des Moines, IA 50319
Telephone:	515-725-2268
E-Mail:	nancy.wheelock@iowa.gov

Contractor

Company Name:	Goodyear Tire and Rubber Company
Contact Person	Jeff Goodenow
Address:	200 Innovation Way, Akron, OH 44316
Telephone:	330-796-4352
Fax:	
E-Mail:	jsgoodenow@goodyear.com

Arkansas Contact

Company Name:	Goodyear Tire and Rubber Company
Contact Person	Jeff Goodenow
Address:	200 Innovation Way, Akron, OH 44316
Telephone:	330-796-4352
Fax:	
E-Mail:	jsgoodenow@goodyear.com

Participating Entity

Name:	John Leverett, Statewide Procurement Specialist
Address:	State of Arkansas DFA-Office of State Procurement 1509 W. 7th Street, Suite 300 Little Rock, AR 72201
Telephone:	501-683-2222
E-Mail:	john.leverett@dfa.arkansas.gov

This Participating Addendum and Contract 1118005083 (administered by the State of Iowa) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated by the contractor into this Addendum or the Master Agreement and it exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits sha prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Arkansas	Contractor: Goodyear Tire and Rubber Company
By: Randy Wright	By: Michael V Dwyer
Name: Randy Wright	Name: Michael V Dwyer
Title: Deputy Director of OSP	Title: Chief Customer Officer North America
Date: 4/5/19	Date: 3/28/19

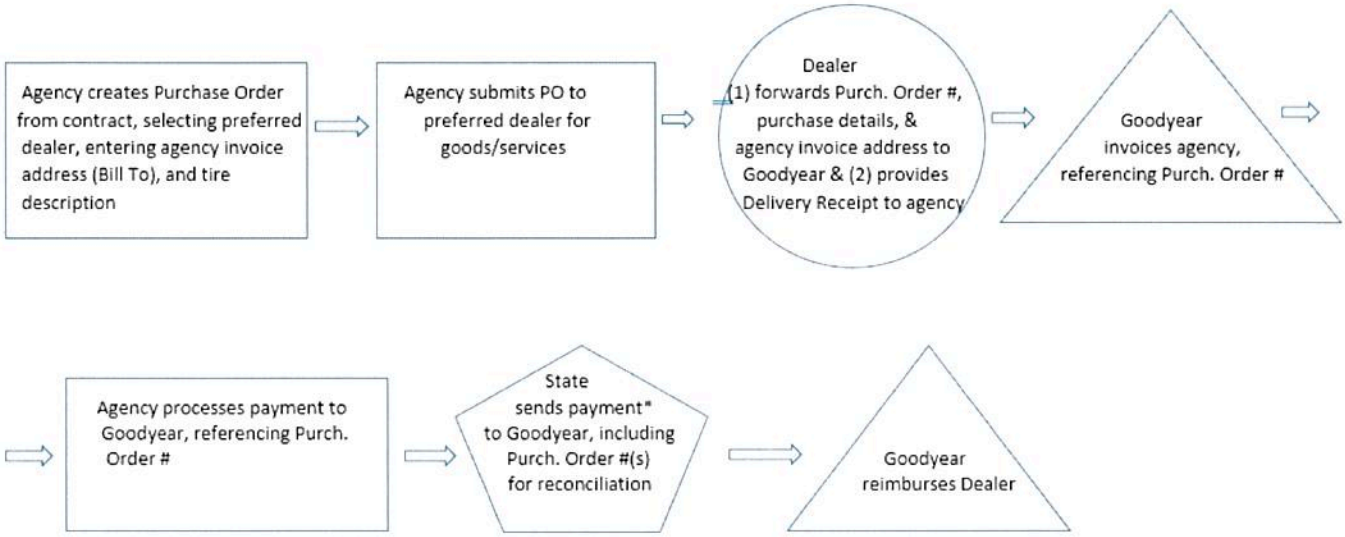
THE GOODYEAR TIRE & RUBBER COMPANY SEAL AKRON, OHIO

Attachment A – Tires, Tubes and Services

Performance Standards

Criteria	Performance Standard	Damages Per Vehicle
Tire Repair Service		
Standard and Emergency Tire Repair	100% of Service Performance Standards Met	Below standard performance will result in 50% credit of repair price and correction of mistake at no charge.
Wheel Balance Service		
Wheel Balance	100% of Service Performance Standards Met	Below standard performance will result in 50% credit of repair price and correction of mistake at no charge.
Alignment Service		
Alignment Service	100% of Service Performance Standards Met	Below standard performance will result in 50% credit of repair price and correction of mistake at no charge.
Tire Rotation Service		
Tire Rotation	100% of Service Performance Standards Met	Below standard performance will result in 50% credit of repair price and correction of mistake at no charge.

Business Flow for Goodyear Contract – Attachment B



*Payment methods include:

- ACH payment – Agency **must** include a Payment Method Supplement referencing Purchase Order #
- Warrant - Agency **must** include Purchase Order # on remittance

Tires, Tubes and Services

The Portfolio Action Tracker (PAT) is a transparency tool that can be used to monitor and review the real-time status of NASPO ValuePoint portfolios.
Click here to view Status

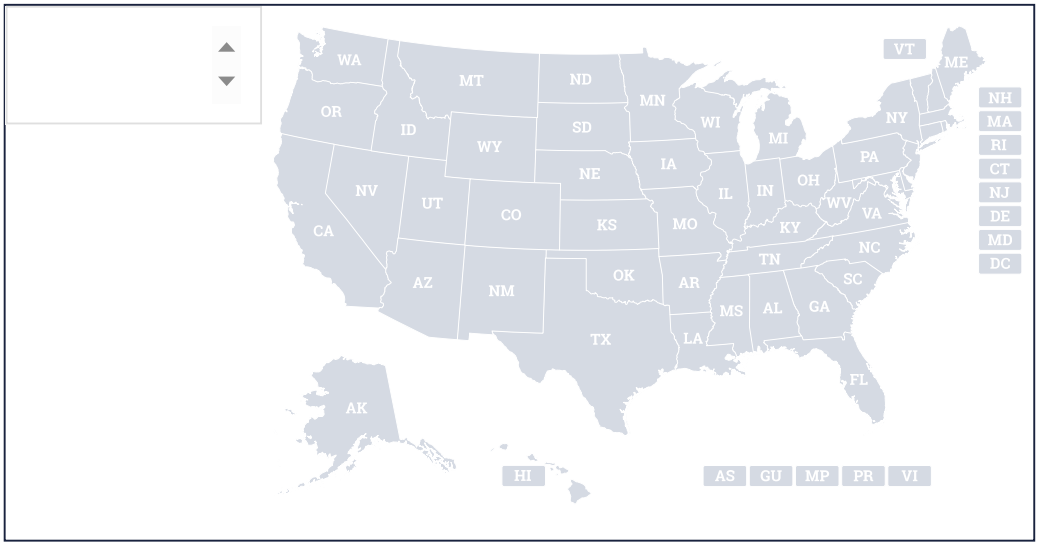
Overview Contractors(0)

The awards for the new Tires portfolio are currently being negotiated. The Lead State has posted its intent to award to the following suppliers:

- Bridgestone
- Continental
- Goodyear
- Michelin

The tentative contract start date is planned for 7/1/2024.

Participating Addenda (0)



Lead State

Iowa	Craig Trotter craig.trotter@iowa.gov 515-322-8593
Awarded:	07/01/2024
Expiration:	06/30/2029
Renewals Limit:	06/30/2029

NASPO Resources

Cooperative Portfolio Managers

Primary Contact	Josh Descoteau
Secondary Contact	Tia Snyder

Documents/Details

Solicitation -

State of Iowa Mail - Intent to Award - RFP0223005113_Redacted.pdf

Intent to Award

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

Trotter, Craig <craig.trotter@iowa.gov>

Intent to Award - RFP0223005113

1 message

Trotter, Craig <craig.trotter@iowa.gov> Wed, Dec 13, 2023 at 9:12 AM

[redacted]

Solicitation Number and Title: RFP0223005113; Tires, Tubes, and Services

The following vendors submitted responses to the above solicitation:
Bridgestone Americas Tire Operations
Continental Tire, The Americas LLC
Goodyear Tire & Rubber Company
Michelin North America, Inc.

Responses were evaluated according to the criteria stated in the solicitation. The State of Iowa – (Department of Administrative Services) announces the intent to award to:
Bridgestone Americas Tire Operations
Continental Tire, The Americas LLC
Goodyear Tire & Rubber Company
Michelin North America, Inc.

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation. This Notice of Intent to Award is subject to execution of the written contract and, as a result, this notice does NOT constitute the formation of a contract between the State of Iowa and the successful respondent. If the apparent successful respondent fails to negotiate and deliver an executed contract, the State, at its sole discretion, may cancel the notice of intent to award and award the contract to the next ranked respondent or withdraw the solicitation. The State of Iowa reserves the right to cancel the award at any time prior to the execution of the written contract.

See attached scoring summary. If there are any other questions or comments, please direct all communications to the Purchasing Agent listed below.

We appreciate your interest in doing business with the State of Iowa (Iowa Department of Administrative Services).

Craig Trotter, CPM
Purchasing Agent III
Central Procurement, Fleet and Print Services Enterprise
Iowa Department of Administrative Services
Hoover Building, 1305 E Walnut, Des Moines, IA 50319
515-322-8593 mobile
craig.trotter@iowa.gov
https://das.iowa.gov

Department of Administrative Services

Total Score Comparison to RFP0223005113 - Tires, Tubes, and Service.xlsx
11K

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1814

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Superior Chevrolet Silverado 1500**

RECOMMENDATION:
COUNCIL TO APPROVE THE PURCHASE OF A CHEVROLET PICKUP FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS AR PURSUANT TO ORDINANCE 6491, IN THE AMOUNT OF $43,575, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:
In mid-February 2024, Water Sewer unit 1285 was involved in a single car accident resulting in it being totaled by insurance. The Water Sewer department is requesting an upgraded unit in its place.

DISCUSSION:
Fleet Policy states upgrades are to be paid by the department requesting them. To offset the additional purchase price, we will combine the budgeted amount ($33,000), insurance ($8,325.00) and request a budget adjustment for the difference from Water & Sewer ($4,500). This includes additional up-fit parts and accessories.

BUDGET/STAFF IMPACT:
Funds have been budgeted for this purchase and Water and Sewer will provide the difference with a budget adjustment to be approved by the Council.

This purchase of this unit was unanimously approved at the March 12th Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), Superior Chevy - 2023 Chevrolet 1500 WT Crew Cab 4WD V8 (#5), Ordinance 6491 - Bid Waving (#6)

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

File #: 2024-1814

Superior Chevrolet Silverado 1500

A RESOLUTION TO APPROVE THE PURCHASE OF A CHEVROLET 1500 SILVERADO FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS, PURSUANT TO ORDINANCE 6491, IN THE AMOUNT OF $43,575.00, 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 approves the purchase of a Chevrolet 1500 Silverado from Superior Chevrolet of Siloam Springs, pursuant to Ordinance 6491, in the amount of $43,575.00, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original price.

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

2024-1814

Item ID

4/2/2024

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

Ross Jackson	3/12/2024	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CHEVROLET SILVERADO 1500 (UIDR_F001) FROM SUPERIOR OF SILOAM SPRINGS IN THE AMOUNT OF $43,575, 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:

9700.7700.1920-5802.00	Shop
Account Number	Fund
02078.2024	Light/Medium Trucks
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	535,000.00
		Expenses (Actual+Encum)	$	323,121.00
		Available Budget	$	**211,879.00**
Does item have a direct cost?	Yes	Item Cost	$	43,575.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	12,825.00
		Remaining Budget	$	**181,129.00**

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:

COUNCIL TO APPROVE THE PURCHASE OF A CHEVROLET PICKUP FROM SUPERIOR CHEVROLET OF SILOAM SPRINGS AR, IN THE AMOUNT OF $43,575, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE A BUDGET ADJUSTMENT. (UDIR_F001/2299)

COUNCIL DATE: 4/2/2024

ITEM ID#: **2024-1814**

Holly Black
3/12/2024 1:11 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024222

TOTAL	14,040	14,040				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
9700.770.1920-5802.00	12,825	-	02078	2024	EX	Vehicles & Equipment - base
9700.770.1920-6602.40	-	4,500	02078	2024	RE	Transfer from Fund - Water & Sewer
9700.770.1910-4999.99	-	8,325			RE	Use Fund Balance - Current
5400.720.1840-7602.70	4,500	-	13019	1	EX	Transfers To Funds - Shop
5400.720.1840-5801.00	(4,500)	-	13019	1	EX	Fixed Assets
5400.700.1800-5331.00	(279)	-			EX	Motorpool Charges - Maintenance
5400.700.1800-5331.01	963	-			EX	Motorpool Charges - Replacement
5400.700.1800-5331.02	333	-			EX	Motorpool Charges - Shop Overhead
5400.700.1800-5331.03	198	-			EX	Motorpool Charges - Shop OH Insurance
5400.720.4000-4999.99	-	1,215			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Vehicle Locator

Dealer Information

SUPERIOR CHEVROLET BUICK GMC
490 HWY 412 E
SILOAM SPRINGS, AR 72761
Phone: 479-524-3152
Fax:

$43,575.00

2/20/2024

1GCUDAED9PZ254366

Model Year: 2023
Make: Chevrolet
Model: 1500 Silverado
CK10743-4WD, Crew Cab
PEG: 1WT-Work Truck Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim
Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
Transmission: MHT-10-Speed Automatic

Event Code: 5000-Delivered to Dealer
Order #: CKGHDB
MSRP: $50,475.00
Order Type: FNR-Fleet Commercial
Stock #: V254366
Inventory Status: N/A

Additional Vehicle Information	
GM Marketing Information	

Vehicle Options

Chargeable Options	MSRP
G80-Auto Locking Differential, Rear	**$395.00**
JL1-Integrated Trailer Brake Controller	**$275.00**
L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T	**$1,595.00**
R7N-Customer Choice	**-$50.00**
Z82-Trailering Package	**$395.00**
ZLQ-Fleet Convenience Package	**$370.00**

No Cost Options
C5Y-GVW Rating 7100 Lbs
CAP-FLT-COMPETITIVE ASSISTANCE PRGM
FA3-Fleet Customer
FE9-Federal Emissions
GU5-Rear Axle: 3.23 Ratio
MHT-10-Speed Automatic
RD6-Wheels: 17" Steel - Painted Ultra Silver

$50,475.00 MSRP
-6,400.00 Government Incentive FAN 802983
-500.00 Superior Discount

$43,575.00 BID PRICE

Other Options	
1WT-Work Truck Preferred Equipment Group	AQQ-Keyless Remote Entry
AU3-Power Door Locks	AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
BG9-Floor Covering: Rubberized Vinyl, Black	DLF-Mirrors, O/S: Power, Heated
E63-Durabed	GAZ-Summit White
H2G-1WT-Vinyl, Jet Black, Interior Trim	IOR-Chevrolet Infotainment, 7" Color Screen
K34-Cruise Control	KC4-Cooler, Engine Oil
KNP-Transmission Cooling System	KW7-Alternator, 170 AMP
N37-Steering Column, Manual Tilt & Telescoping	QBN-Tires: 255/70 R17 All Season, Blackwall
QBR-Tire, Spare: 255/70 R17 All Season, Blackwall	QK1-Standard Tailgate
SAF-Spare Tire Lock	TQ5-Headlamps, Intellibeam
UE4-Following Distance Indicator	UEU-Sensor, Forward Collision Alert
UHX-Lane Keep Assist/Departure Warning	UHY-Automatic Emergency Braking
UKJ-Sensor, Front Pedestrian Braking	UQF-Speaker System: Standard Sound System
UVB-Rear Vision Camera, HD	V76-Recovery Hooks

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

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

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville. Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks. and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Date: 10/5/2021 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1815

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Lewis Automotive Group**

RECOMMENDATION:
A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO VEHICLES FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE AR pursuant to Ordinance 6491, IN THE AMOUNT OF $123,249 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE BUDGET ADJUSTMENTS.

BACKGROUND:
Fleet has began the process of implementing light duty rolling stock EV replacements where utilization and mission allow.

DISCUSSION:
Parking Division's unit 1282 began to have engine oil consumption issues recognized by the manufacturer, necessitating it coming out of front line service. Fleet is recommending replacement instead of repairs. An EV sedan will be purchased in its place.

Unit 1189u is no longer capable of front line service or motorpool rental operations. An EV pickup will be purchased and will have an initial purpose of being loaned out to divisions to use and demo for utilization data collection for future EV replacement and staff familiarization. After that, it will have 3 uses within Fleet; a shop admin vehicle, used by light automotive staff for service calls and transportation of employees and equipment to vendors when workload requires.

BUDGET/STAFF IMPACT:
Budget adjustments are being presented for your approval.

These purchases were unanimously approved at the March 12th Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), Lewis Ford Quote (#5), Lewis Ford Ford Mach-E (#6), Ordinance 6491 - Bid Waving (#7)

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

File #: 2024-1815

Lewis Automotive Group

A RESOLUTION TO APPROVE THE PURCHASE OF TWO ELECTRIC VEHICLES FROM LEWIS AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF $123,249.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO ORDINANCE 6491, 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 the Mustang Mach-E and the 2024 Ford Lightning in the total amount of $123,249.00 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original price.

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

2024-1814

Item ID

4/2/2024

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

Ross Jackson	3/12/2024	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO VEHICLES FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE AR, IN THE AMOUNT OF $123,249 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE BUDGET ADJUSTMENTS.

Budget Impact:

9700.7700.1920-5802.00	Shop
Account Number	Fund
02078.2024 02081.2024	Light/Medium Utility Vehicles Passenger Vehicles
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	960,000.00
		Expenses (Actual+Encum)	$	562,526.46
		Available Budget	$	**397,473.54**
Does item have a direct cost?	Yes	Item Cost	$	123,249.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	88,249.00
		Remaining Budget	$	**362,473.54**

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	FLEET OPERATIONS (770)	
	Requestor: Ross Jackson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO VEHICLES FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE AR, IN THE AMOUNT OF $123,249 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, AND TO APPROVE A BUDGET ADJUSTMENT. (PTEL_F003/2300; FLET_F001/2297)

COUNCIL DATE: 4/2/2024

ITEM ID#: **2024-1815**

Holly Black
3/12/2024 1:23 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024116

TOTAL	95,776	95,776				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
9700.770.1920-5802.00	21,014		02081	2024	EX	Vehicles & Equipment - base
9700.770.1920-6602.47	-	28,229	02081	2024	RE	Transfer from Fund - Capital Improvemen
9700.770.1910-4999.99	-	(7,215)			RE	Use Fund Balance - Current
4470.800.8900-7602.70	28,229	-	22005	1	EX	Transfers To Funds - Shop
4470.090.8900-5314.00	(28,229)	-	22005	1	EX	Professional Services
2130.430.9131-5331.00	(24)	-			EX	Motorpool Charges - Maintenance
2130.430.9131-5331.01	1,992	-			EX	Motorpool Charges - Replacement
2130.430.9131-5331.02	342	-			EX	Motorpool Charges - Shop Overhead
2130.430.9131-5331.03	72	-			EX	Motorpool Charges - Shop OH Insurance
2130.430.9130-4999.99	-	2,382			RE	Use Fund Balance - Current
	-	-				
9700.770.1920-5802.00	67,235	-	02078	2024	EX	Vehicles & Equipment - base
9700.770.1910-5331.00	(21)	-			EX	Motorpool Charges - Maintenance
9700.770.1910-5331.01	4,312	-			EX	Motorpool Charges - Replacement
9700.770.1910-5331.02	693	-			EX	Motorpool Charges - Shop Overhead
9700.770.1910-5331.03	161	-			EX	Motorpool Charges - Shop OH Insurance
9700.770.1910-4999.99	-	72,380			RE	Use Fund Balance - Current
	-	-				

Lewis Ford Automotive Group Fleet and Commercial Sales

CJ Mitchell | 479-871-9260 | cj.mitchell@lewisauto group.com

City of Fayetteville (QC689)

Prepared For: Ross Jackson

[Fleet]2024 Ford Lightning

Mr. Ross Jackson,

Quote on 2024 Ford pro Lightning Extended range.

$67235.00

Doc Fee $129.00

Fleet incentive -$129.00

Total $67235

This will be an order unit and I would say 3-6 months.

Thank You,

CJ Mitchell

Lewis Ford Automotive Group Fleet and Commercial Sales

CJ Mitchell | 479-871-9260 | cj.mitchell@lewisauto group.com

City of Fayetteville Fin Code QC698

Prepared For: Ross Jackson

Mustang Mach-E Extended Range

Mr. Ross Jackson,

Quote on Mustang Mach-E SELECT AWD Extended Range 310 mile Range

Please note that this is a in stock unit, and it is Space White Metallic in Color.

Price $55885.00

Doc Fee $129.00

Total Price $56014.00

Thank You,

C.J. Mitchell

CJ Mitchell

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

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville. Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks. and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Date: 10/5/2021 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1827

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Griffin Residuals – Amendment No. 1 to Drying as a Service Agreement**

RECOMMENDATION:
Staff recommends approval of Amendment No. 1 to the Drying as a Service Agreement with Griffin Residuals, LLC in the total amount of $91,668.69 including taxes and freight charges for the purchase of a hopper and conveyor for the thermal dryer at the Biosolids Management Site.

BACKGROUND:
The City of Fayetteville, Jacobs Engineering, and Griffin Residuals have been working this past year to install a biosolids dryer to replace the one that experienced catastrophic failure on December 13, 2021. A main issue is the method used to feed the solids from the solar houses to the dryer.

DISCUSSION:
In order to conserve funds, the City attempted to use a portion of the existing conveying equipment when installing the new dryer. This included the original feed hopper and chain-drive conveyor systems. The issue was that the old dryer was a batch operation and the new dryer is a continuous feed operation. It was not working well, and after many attempts is was decided that a hopper of a different design as well as a belt-type auger was needed to successfully transfer the solids to the dryer.

It was not logical for the City to pay for equipment until we were sure it would be effective, but we didn't know if it would work until it was installed. Therefore, Griffin Residuals purchased the equipment in advance knowing it would become City property if successful. Now that it is installed and working, the City can take ownership of the equipment. The conveying equipment is not part of the Drying as a Service Agreement, and the equipment will be a City asset.

BUDGET/STAFF IMPACT:
Budgeted funds for this purchase will be utilized from the WWTP Building Improvement project.

ATTACHMENTS: SRF (#3), Amendment No. 1 (#4), Hopper and Conveyor Quotes (#5)

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

File #: 2024-1827

Griffin Residuals – Amendment No. 1 to Drying as a Service Agreement

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE DRYING AS A SERVICE AGREEMENT WITH GRIFFIN RESIDUALS, LLC. IN THE TOTAL AMOUNT OF $91,668.69 FOR THE PURCHASE OF A HOPPER AND CONVEYOR FOR THE THERMAL DRYER AT THE BIOSOLIDS MANAGEMENT SITE

WHEREAS, on August 16, 2022, the City Council of the City of Fayetteville, Arkansas passed Ordinance 6595, waiving competitive bidding and approving the Drying as a Service Agreement with Griffin Residuals, LLC; and

WHEREAS, the City of Fayetteville, Jacobs Engineering, and Griffin Residuals have been working to install a replacement biosolids dryer after the previous one failed on December 13, 2021, and have determined that a new hopper and conveyor are necessary; and

WHEREAS, Amendment No. 1 will authorize the purchase of a hopper and conveyor for the thermal dryer at the Biosolids Management Site.

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 Drying as a Service Agreement with Griffin Residuals, LLC in the total amount of $91,668.69 for the purchase of a hopper and conveyor for the thermal dryer at the Biosolids Management Site.

City of Fayetteville Staff Review Form

2024-1827

Item ID

4/2/2024

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

Tim Nyander	3/13/2024	WASTEWATER TREATMENT (730)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the Drying as a Service Agreement with Griffin Residuals, LLC in the amount of $91,668.69 for the purchase of a hopper and conveyor for the thermal dryer at the Biosolids Management Site.

Budget Impact:

5400.730.5800-5801.00	Water & Sewer
Account Number	Fund
02032.1	WWTP Building Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	3,283,237.00
		Expenses (Actual+Encum)	$	688,917.10
		Available Budget	$	**2,594,319.90**
Does item have a direct cost?	Yes	Item Cost	$	91,668.69
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**2,502,651.21**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** Ord. 6595

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

AMENDMENT NO. 1
To
AGREEMENT FOR DRYING AS A SERVICE
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GRIFFIN RESIDUALS, LLC

WHEREAS, on August 16, 2022, the City of Fayetteville, Arkansas (CITY) and Griffin Residuals, LLC of Owensboro, Kentucky (COMPANY) entered into an Agreement for Drying as a Service (the "Agreement") in connection with the failure of the City's biosolids dryer (the "Dryer"); and

WHEREAS, the Agreement provides that COMPANY shall receive and dry sludge delivered by or on behalf of the CITY at the Sludge Delivery Point, and return to the CITY dried solids and condensate; and

WHEREAS, the CITY'S dryer is still not operational and additional work is required including the purchase of a new hopper and conveyor and potentially hiring a third-party subcontractor to troubleshoot the issues preventing the dryer from working; and

WHEREAS, the Agreement must be amended to provide for the additional scope and fees for the additional work; and

NOW, THEREFORE, in consideration of the mutual covenants and Agreements herein contained, CITY and the COMPANY, the parties hereto, stipulate and agree that the Agreement dated August 16, 2022, is hereby amended as follows:

1. **APPENDIX A, SECTION (1)(C)(3)(b) - Certification Date, Operational Support, and Training**

   Add new Paragraph v) as follows:

   v) If the CITY supplied (repurposed) auger and conveyance equipment prove ineffective, it will be CITY'S responsibility to provide the needed equipment to effectively convey the solids to and from the biosolids dryer. This equipment will be assets of CITY.

2. **APPENDIX A, SECTION (1)(C) - Certification Date, Operational Support, and Training**

   Add new Paragraph 6 as follows:

   6. If at any point in time during the contract period the CITY and COMPANY mutually agree that a third-party should be utilized to troubleshoot and evaluate the solids

dewatering processes as it relates to the drying of biosolids, the expenses of that will be allocated as follows:

a. If the troubleshooting and evaluation occurs before the solids are placed on the drying belt, the expenses will be responsibility of the CITY.

b. If the troubleshooting and evaluation occurs after the solids are placed on the drying belt, the expenses will be responsibility of the COMPANY.

c. Any troubleshooting and evaluation downstream of the dryer could be the responsibility of either party, depending on the type of problem and type of resolution. Who pays for those expenses shall be mutually agreed to by CITY and GRIFFIN before payment is processed.

3. All other provisions of the original Agreement not affected by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and GRIFFIN RESIDUALS, LLC, by its authorized officer, have caused this Amendment to be duly executed this _____ day of_____, 2024.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

GRIFFIN RESIDUALS, LLC

By: _____
Tid Griffin.; CEO and President

ATTEST:

By: _____
Kara Paxton, City Clerk-Treasurer

END OF AMENDMENT NO. 1 TO
AGREEMENT FOR DRYING AS A SERVICE

Griffin Residuals, LLC

Invoice

INVOICE *AR-231117-01*

5872 Highway 1389
Owensboro, KY 42303
Phone: (270) 485-2680

DATE 11/17/23
Invoice # AR-231117-01
Customer ID COF-1

Billing Address

City of Fayetteville, Arkansas
Attn: Shea Fankhouser
113 W. Mountain St.
Fayetteville, AR 72701
479-718-7670

Shipping Address (if different)

City of Fayetteville BMS
Attn: Tim Marr or Corey Granderson
16464 E. Wyman Rd. (Biosolids Management Site)
Fayetteville, AR 72701

Prepared by: GR

Contract or Agreement:

Released for invoicing by Tim Nyander, 11/16/23

			SHIP DATE	SHIP VIA		TERMS
			October, 2023 (multiple ship dates)	N/A		Net 30 Days

Item	QUANTITY	PN	Description	UNIT PRICE	TAXABLE?	AMOUNT
1.0	1	Rental, purchase, delivery	TRIPLE 9" X 10' SCREW CONVEYOR STAINLESS DUMP HOPPER. 9" DIAMETER SCREWS 38" WIDE x 65" HIGH DUMP INLET OPENING 120" LONG DUMP AREA 132" LONG TO THE START OF BOTTOM OUTLET 29" x 13" OUTLET 8" DIAMETER TOP DUST COLLECTION PORT 3 HP 230/460 V 8.6/4.3 A 3 PH 60 HZ 25.23:1 GEAR REDUCER RATIO	$ 45,840.00	T	$ 45,840.00
2.0	1	SO 10/4 PORTABLE CORD	SO Cord	$ 554.60	T	$ 554.60
3.0	1	POWERFLEX 525 480VAC 10HP	10 HP VFD and Cabling/Wiring	$ 4,315.75	T	$ 4,315.75
4.0	1	BALDOR 10HP 1800RPM	Hopper Motor	$ 1,695.00	T	$ 1,695.00
5.0	1	SUMITOMO GEAR BOX	Hopper Gearbox	$ 9,664.00	T	$ 9,664.00
6.0	1	60 Chain and links	Extension chain and half-lengths	$ 214.00	T	$ 214.00
7.0	1	Sprocket	Custom-tooled Gearbox sprocket 915 T, 3 1/8" bore	$ 423.00	T	$ 423.00
8.0	4	Allen Bradley 873P-D18P2-900-D5,	Sonic Level Sensors	$ 735.85	T	$ 2,943.40
9.0	5	EP Oil/Lubricant	Extreme Pressure lubricant MOBIL GEAR	$ 64.00	T	$ 320.00
10.0	2	Allen Bradley 889D-F5AC-2	QD ORDSET DC MICRO	$ 115.00	T	$ 230.00
11.0	1	Fuse and Fuse Boxes - Starters	AB Fuse holders, midget fuses and starter	$ 998.77	T	$ 998.77
12.0	1	Steel	1/4" carbon Steel and Tubing for framing	$ 766.67	T	$ 766.67

SUBTOTAL	$ 67,965.19
TAX RATE	9.75%
SALES TAX	$ 6,626.61
Shipping - Components	$ 784.63
TOTAL	$ 75,376.43

NOTES:

If you have any questions concerning this INVOICE, contact Michele Nunes at (954) 736-0378; michele@griffinresiduals.com.

THANK YOU FOR YOUR BUSINESS!

ffin Residuals, LLC

Invoice

Griffin Residuals, LLC

INVOICE *AR-231117-02*

Highway 1389
ısboro, KY 42303
e: (270) 485-2680

DATE 11/17/23
Invoice # AR-231117-02
Customer ID COF-1

g Address	**Shipping Address (if different)**	
f Fayetteville, Arkansas Shea Fankhouser V. Mountain St. teville, AR 72701 '18-7670	City of Fayetteville BMS Attn: Tim Marr or Corey Granderson 16464 E. Wyman Rd. (Biosolids Management Site) Fayetteville, AR 72701	*Prepared by:* GR

ract or Agreement: *Released for invoicing by Tim Nyander, 11/16/23*

		SHIP DATE	SHIP VIA		TERMS
		October, 2023 (multiple ship dates)	N/A		Net 30 Days

QUANTITY	PN	Description	UNIT PRICE	TAXABLE?	AMOUNT
1	SMALLEY TROUGH CONVEYOR - 22'	20" x 22' SMALLEY V- TROUGH BELT CONVEYOR FRAME (BUILT 2016); NO BELT SERIAL # 24043-01 ½ HP DRIVE 230/460 V 2.15/1.08 A 1750 RPM 20" WIDE BELT CAPACITY 22' LONG	$ 11,878.85	T	$ 11,878.85
2	1492-FB3C30	Allen Bradley 600V FUSEHOLDER and 600V SPCL PURP FUSES (6)	$ 187.13	T	$ 374.25
1	X14035	1VL-7 VISE LACER 03236 CONVEYORS & COMPONENTS	$ 267.00	T	$ 267.00
1	Conveyor Belting with Lacing	4131 3 PLY 150 BLK NITRILE CXFS	$ 1,992.44	T	$ 1,992.44
				T	$ -
				T	$ -
				T	$ -
				T	$ -
				T	$ -
				T	$ -
				T	$ -
				T	$ -

	SUBTOTAL	$ 14,512.54
NOTES: Freight of Trough Conveyor included with Delivery of Hopper.	TAX RATE	9.75%
	SALES TAX	$ 1,414.97
	Shipping - Components	$ 364.75
	TOTAL	$ 16,292.26

If you have any questions concerning this INVOICE, contact Michele Nunes at (954) 736-0378; michele@griffinresiduals.com.

THANK YOU FOR YOUR BUSINESS!

SMALLEY
MANUFACTURING COMPANY

SMALLEY MFG. CO.INC
10640 DUTCHTOWN RD.
PO BOX 22788
KNOXVILLE, TN 37932
United States of America

Ph: 865-966-5866 Fax: 865-675-1618

Quote

ID: 13105 Date: 20-Dec-23

To

Griffin Residuals LLC
255 BON HARBOR Cv
OWENSBORO, KY 42301
United States of America

Ph: 270-485-2680

Quote To

Tid Griffin
GRIFFIN RESIDUALS LLC
255 BON HARBOR Cv
OWENSBORO, KY 42301
United States of America

Ph: 270-485-2680

Terms	Ship Via	Salesperson
Net 30 days	PREPAY & BILL	0414

Quantity	Description	Unit Price	Amount
	Reference: TID GRIFFIN THIS QUOTE IS VALID FOR 14 DAYS		
1 ea	Line: 001 Expiration Date: 03-Jan-24 Part: TB-SS-24-22.0 Rev: STAINLESS / FLOOR SUPPORTED - -36" HEIGHT, w/ 12" ADJUSTMENT - -POSITIVE DRIVE, THERMOPLASTIC BELT -	$36,785.00	$36,785.00
1 ea	Line: 002 Expiration Date: 03-Jan-24 Part: TB-CS-24-22.0 Rev: CARBON / FLOOR SUPPORTED - -36" HEIGHT, w/ 12" ADJUSTMENT - -POSITIVE DRIVE, THERMOPLASTIC BELT -	$33,625.00	$33,625.00
		Total:	$70,410.00

KEYSTONE

CONVEYOR CORPORATION

File: P17998
Date: December 26, 2023

To: Evan Walters
Kappe Associates, Inc

Re: Griffin Residuals – Owensboro, KY
Sludge Belt Conveyor Budget Information

Dear Mr. Walters,

We are pleased to offer this information and budget pricing for your use for the sludge belt conveyors for the Griffin Residuals – Owensboro, KY biosolids project. The following is included.

(1) only – Sludge Belt Conveyor, 24-inch-wide x ±22'-0" centers, troughing design, horizontal configuration belt conveyor. The Sludge Belt Conveyor will be designed to convey sludge, ±50-66 PCF, at a rate of up to (6 TPH wet) 200 ft³/hour for transfer to loadout area.

- 2 HP minimum, TEFC, Class-II drive assembly.
- Welded steel pulley assemblies with CRS shafts and anti-friction bearings. Take-ups at tail pulley. 12-inch dia. head and tail pulleys, head pulley to be lagged.
- 24-inch wide, 2-ply, 220 PIW, MOR belting with a stainless-steel mechanical belt splice.
- CEMA-C, 5-inch diameter urethane coated troughed idlers, HDG brkt's with sealed bearings.
- #12 ga. stainless steel skirting.
- #16 ga. stainless steel deck plate and drip pans.
- #12 ga. stainless steel discharge chute
- 3/16" thick min. carbon steel, painted with 2-part epoxy conveyor frame and supports. Supports on 11'-0" centers for support of the conveyor to floor.
- 'Doctor' style belt wiper belt cleaner at discharge pulley.
- Safety stop pull cord switch and zero-speed indication switch, NEMA-4x.

Total Budget Price: $51,600.00 (*fifty-one thousand, six hundred dollars*)

Option 1: Same as above with 304 stainless steel conveyor frame and supports.

Total Budget Price: $56,000.00 (*fifty-six thousand dollars*)

The budget price includes submittal data and equipment delivery to Owensboro, KY. On-site start-up services are NOT included. It does NOT include taxes, bonding, unloading, installation, drain plumbing, access walkway, controls, motor starters or local disconnects.

We hope this information is sufficient for your immediate needs and ask that you feel free to contact me with any questions. We will look forward to more involvement as this project progresses.

Sincerely,

Chris Studer
Keystone Conveyor Corp.

Quotation

Tid Griffin
Griffin Residuals, LLC
5872 State Route 1389
Owensboro, KY 42309
Email: tid@griffinresiduals.com
Phone: 270-485-2680

Quote # E23M04-80
Date: December 7, 2023
Reference: 9" Triple Live Bottom & Hopper

Rep# 430E
Code: 10B
Cust#
Sage#

Application Data:	**Item: A - Quantity 1**
Material Conveyed	Biosolids
Capacity:	100 CFH (6000 pph) @ approx. 28 Hz
Bulk density:	60 PCF
Sizing:	9'' dia x 11'-8'' long triple live bottom screw feeder at 0º incline angle
Trough Loading:	95% (flood fed by hopper)
Materials of Construction:	All 304 stainless steel construction unless otherwise noted
Material Temperature:	Ambient
Design Pressure:	Atmospheric

KWS must receive a material sample prior to order for all inclined screw conveyors and feeders. Without receipt of the material sample, equipment is being furnished per customer specification; therefore, KWS Manufacturing Co. Ltd. warrants materials and workmanship only.

Qty	Part #	Description
3	**Screw**	(3) 9'' dia x 3/16'' thk x variable pitch x 11'-5'' long right hand integral post ribbon screw continuously welded on both sides to a 3'' sch 80 pipe, bushed and drilled both ends for a 2 7/16'' dia, 3-bolt coupling, std bare pipe on discharge end
	Trough Ends	
	Spl	Bulkhead style trough end (304SS) drilled for seal for three screws, fitted with: (3) Zinc plated carbon steel flanged gland seal with three (3) rings of graphite rope packing (2) Ball bearing flange unit (2) Extended end shaft (304SS), 3-bolt Extended drive shaft (304SS), 3-bolt
	Spl	Bulkhead style trough end (304SS) drilled for seal for three screws, fitted with: (3) Zinc plated carbon steel flanged gland seal with three (3) rings of graphite rope packing (1) Ball bearing flange unit Extended end shaft (304SS), 3-bolt (2) Extended drive shaft (304SS), 3-bolt
	Trough	
	Spl	3/16" thk x 10'-0'' lg triple screw formed flanged U-trough (304SS)
	Spl	3/16" thk x 2'-1'' lg triple screw formed flanged U-trough (304SS)
	Spl	13" x 30" flanged discharge spout (304SS)
	Spl	3/16" thk x 1'-0" long triple feeder shroud (304SS)
	Spl	Flanged foot for triple screw U-trough (304SS)
	Cover	12 GA flanged cover (304SS) bolted on 12" centers
	Spl	1/4" thk triple screw batten bar (304SS) **Note: first 10'-0" to be uncovered and bolt to hopper discharge flange**
	Gasket	3/16'' thk black closed-cell sponge cover gasket, silicone caulk for end flanges and 18-8SS assembly bolts
	Drive	2 HP @ 10 RPM Nord class II screw conveyor drive gearmotor with 3ph/60Hz/230-460V inverter capable, premium efficient, TEFC, integral motor, B-14 mounting, hollow bore for KWS drive shaft, fixing element, shaft keys **Note: Two (2) drives to be mounted on one end, (1) one drive to be mounted on opposite end** **Note: One (1) drive per screw; Three (3) drives total** **Note: Equipment is designed to start under upset conditions (100% trough loading). Delivery rate under upset conditions will be 213 CFH @ 60 Hz.** **Note: KWS recommends the use of a VFD with all screw feeders; VFD to be provided by others.**

YOUR TOTAL COST FOR ITEM A $85,267.00

Quotation

Application Data:	**Item: B - Quantity 1**
Material Conveyed	Biosolids
Capacity:	Approx. 166 cuft total volume
Bulk density:	60 PCF
Sizing:	3'-2" wide x 10'-0" long x 5'-5" tall
Materials of Construction:	All 304 stainless steel construction unless otherwise noted
Material Temperature:	Ambient
Design Pressure:	Atmospheric

Part #	
Hopper	3/16" thk open top hopper with (4) reinforced side walls, (2) side walls taper down at 75 deg to 2'-6" x 10'-0" discharge flange and 8" diameter dust collection port Support structure (CS)

YOUR TOTAL COST FOR ITEM B	**$46,276.00**
YOUR TOTAL COST FOR ALL ITEMS	**$131,543.00**

Optional Adders Per Conveyor

Pull Cable E-Stop	Cable operated safety stop control for conveyors (NEMA 4 enclosure) with high visibility orange vinyl aircraft cable and cable end fittings. KWS to supply 10 cable guide brackets and 4 corner brackets with pulleys. (Note: controls not included.)	**$1,434.00**

Finishes

Screw	(Welds) - Weld splatter and slag removed, 40-50 grit finish, pits and crevices permissible (CEMA II) (Flight surfaces) - Mill finish, no grinding on steel surfaces (Pipe) - Mill finish, no grinding on steel surfaces
Trough Interior	(Welds) - Weld splatter and slag removed, 40-50 grit finish, pits and crevices permissible (CEMA II) (Trough surfaces) - Mill finish, no grinding on steel surfaces
Trough Exterior	Exterior surfaces to be hand tool cleaned and then bead blasted to uniform finish as required

Safety

Equipment is furnished without shaft guards. The owner or end user is responsible for providing Proper guarding of rotating shafts in their facility based on the location of the equipment and the potential for a hazard. Failure to provide proper guarding may expose personnel to rotating equipment and cause severe injury. Kws can provide shaft guards. Pricing upon request.

Equipment is furnished with drop bottoms and/or hinged covers per customer request and/or specification. Therefore, KWS Manufacturing Co. Ltd. cannot be held liable for injury and/or equipment damage resulting from operation of equipment without properly installed safety bolts or safety devices. Failure to provide proper guarding may expose personnel to rotating and/or reciprocating equipment and cause severe injury. KWS can provide safety interlock switches. Pricing upon request.

Delivery

Standard delivery is 10 working days for approval drawings after receipt of order and 50 working days for manufacturing after final approval. Please advise your delivery requirements.

Freight

Freight cost not included; freight estimate to be provided with receipt of order.

Terms

Standard terms are 25 percent down, 25 percent upon release to manufacturing (all progressive payments due net 10 days after invoice), final invoice balance due net 30 days after completion (WAC)

QUOTATION VALID FOR 10 DAYS
WE WILL WORK WITH YOU TO MEET YOUR SCHEDULE

Quotation

Landon Weeden
Engineering Sales
KWS Manufacturing Company, Ltd.

3041 Conveyor Drive
Burleson, Texas 76028
Office Phone: (817) 295-2247
Fax: (817) 447-8528
Toll Free: (800) 543-6558
Email: lweeden@kwsmfg.com

Your KWS sales area representative:
Burke Process, Inc.
629 Western Reserve
Covington, KY 41017
Phone: (859) 341-6600
Fax: (859) 578-4713

Contact: Rich King
Mobile: (513) 236-4410
Email: king@burkeprocess.com

KWS MANUFACTURING COMPANY, LTD.
GENERAL TERMS AND CONDITIONS

TERMS OF PAYMENT: All invoices are due and payable in Johnson County, Texas. All credit sales are due in full within thirty (30) days from the date of invoice, unless otherwise agreed to in writing. No discount is allowed for earlier payment unless authorized by KWS in writing. Purchasers without established credit with KWS will avoid delay by furnishing satisfactory references, paying by credit card or by instructing KWS to bill in advance of shipment. Accounts past due shall accrue interest at the highest lawful rate allowed by applicable law.

GENERAL PURPOSE MACHINES: The component parts and equipment supplied by KWS are defined as general purpose machines. General purpose machines are designed for many kinds of operation and it is the responsibility of the purchaser or end user to select safety devices appropriate for their particular function.

SAFETY DEVICES: KWS will supply only such safety devices as are specified in customer furnished purchase orders. Any additional safety measures or devices which may be required by law, or which the customer wishes to add, are to be furnished by the customer or, at the customer's written request, the safety devices will be furnished by KWS at additional cost to the customer. The aforementioned safety devices include, but are not limited to; interlocks, limit switches, overflow relief switches, shear pins, emergency stop switches, emergency stop pull cables and point of operation switches.

User Training: Customer agrees that it assumes sole responsibility and liability for training its employees, contractors, agents, and other end users in the safe operation of the KWS manufactured equipment. Customer agrees that it has not retained nor paid KWS to provide safety training, operational training, or best-practices advice or input regarding the operation of any KWS manufactured equipment, or the types of safety devices best suited for the Customer's usage of the purchased equipment. Customer acknowledges that it has superior information and control over the manner in which the KWS manufactured equipment will be incorporated as a component part into Customer's processes, and that the Customer is in a superior position to specify appropriate safety devices and to design safety training protocols to conform to equipment usage. Customer releases, indemnifies, and holds harmless KWS for any claims related to the safe operations of its equipment.

Indemnity: Customer agrees to defend, indemnify and hold harmless, KWS for any liability arising out of any injuries, damage, or casualty loss of any kind whatsoever experienced by Customer, its employees, contractors, or assigns arising out of or involving in any way Customer's utilization or operation of KWS manufactured equipment or any component part thereof. **Such defense and indemnity obligation includes any and all claims arising out of any allegation of KWS' own alleged negligence or any alleged manufacturing, design, or warning defect or deficiency asserted against KWS.**

Arbitration: Customer agrees that any claim or dispute of any kind whatsoever arising out of the terms of the sale and purchase of KWS' equipment, any injuries, damage, or loss associated therewith, or any claim asserted on behalf of Customer, its employees, agents, or assigns arising out of the operation or utilization

SAFETY WARNING LABELS: All equipment that is shop assembled by KWS Manufacturing Company, Ltd. has warning labels affixed in many easily seen locations. Additional safety stickers are available upon request from KWS or CEMA. Please refer to CEMA Warning and Safety Reminders for Screw, Drag and Bucket Elevator Conveyors, CEMA Safety Label Placement Guide and CEMA Safety Labels documents for further information. KWS will supply standard safety warning labels as recommended by CEMA or equivalent industry standards. Customer acknowledges that it has superior information regarding the manner in which the KWS equipment will be incorporated into Customer's manufacturing processes, and the skill level and language abilities of Customer's employees who may interface with the equipment. Customer agrees that it is solely responsible for any additional safety signage, warnings, or other safety requirements particular to its employees or utilization of the KWS equipment, and Customer hereby releases, indemnifies, and holds harmless KWS for any liabilities arising out of same.

LIMITED WARRANTY: KWS warrants all equipment manufactured by KWS to be free from defects in material and manufacture for a period of one (1) year from the date of shipment. KWS will furnish without charge, but will not install, replacements for such component parts that have been determined to be defective. Unless otherwise stated in the KWS quotation, this limited warranty is based on operation of the equipment for a period not exceeding eight hours per day. KWS MAKES NO OTHER WARRANTY OF ANY KIND AND HEREBY DISCLAIMS ALL WARRANTIES EXCEPT THE LIMITED WARRANTY HEREBY STATED, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranty claims must be submitted to KWS within ten (10) days of discovery of defects or shall be deemed waived. No representative of KWS has any authority to waive, alter, vary or add to the terms hereof without prior approval in writing.

This limited warranty applies only to equipment which is subjected to normal use and service. If the equipment exterior is painted, coated or altered in any way, or if the material conveyed is in excess of 175°F, or if change in the original intended use of the equipment is considered, the KWS Manufacturing Company, Ltd shall be consulted before modifications are made. This limited warranty shall not apply to any equipment which has been subjected to misuse, neglect or accident, or has been altered or tampered with, or if corrective work has been done thereon without KWS specific written consent, no allowances will be made for such corrective work done without such consent. Improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. KWS shall not be responsible for work done, apparatus furnished, or repairs made by others. Equipment manufactured by others, and included in the KWS

LIMITATIONS OF LIABILITY: It is expressly understood that KWS's liability is limited to the furnishing of replacement component parts. KWS SHALL NOT BE LIABLE, UPON WARRANTIES OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY DAMAGES ARISING FROM THE USE OF EQUIPMENT. Thus, KWS is not liable for any other expense, loss or damage including, but not limited to, loss of profits, production, increased cost of operation of spoilage arising in connection with the sale or use of, or inability to use the purchased equipment or products for any reason, except as herein provided. Equipment may be furnished with inlet/discharge connections and/or openings per customer request and/or specification. Therefore, KWS Manufacturing Co., LTD cannot be held liable for injury and/or equipment damage resulting from operation of equipment without properly installed guarding. Failure to provide proper guarding may expose personnel to rotating and/or reciprocating equipment and cause severe injury.

TEXAS LAW TO APPLY, JURISDICTION AND VENUE: t is expressly understood that this sale of products or equipment was negotiated, executed, consummated and is otherwise performable in Johnson County, Texas, and shall be governed, construed and interpreted as to validity, enforcement and in all other respects in accordance with the laws of the State of Texas, and the laws of the United States of America, as applicable. KWS has its principal place of business in Johnson County, Texas, which county shall be the proper place of venue to enforce payment or performance. Purchasers irrevocably agree that any legal proceeding arising out of or in connection with this sale shall be brought in the state courts of Johnson County, Texas, or the United States District Court for the judicial district in which Johnson County is located.

PROMISE OF DELIVERY: Promise of delivery represents only the best estimate of the time required to complete the work and ship the material from the KWS plant. All orders are accepted with the understanding that shipping dates are approximate and subject to change because of factory conditions, fires, strikes, material shortages, civil or military authority, mandatory priority and/or other causes beyond the knowledge or control of KWS.

CANCELLATION: Orders entered on KWS books are not subject to cancellation and no cancellations will be accepted except upon terms that will INDEMNIFY KWS against loss. Cancellation charges will apply for all work performed prior to written notification and will be invoiced.

RETURNED GOODS: No material will be accepted for credit unless such return is first authorized in writing by KWS. All prices are predicated on sale of material as merchandise only. Additional charges may be assessed for any special services or markings, special boxing, cartage, transfer, overtime (when authorized by purchaser), financing, or other abnormal requirements.

MINIMUM CHARGE: Minimum charge on any invoice will be $35.00 net plus applicable parcel post, express or freight charges.

CONTRACTS: All contracts are made and accepted at Burleson, Texas, and are not valid until acknowledged from the KWS main office. It is the intent and purpose of KWS to surrender title to this material when final payment is made. Possession may be given before final payment is due, and to protect KWS against default in payment or in the event of an execution or attachment is levied on the customer's property, it is hereby expressly agreed:

(A) The title and right of possession to this material shall remain with KWS until full and final payment is made;

(B) No part of this material shall be considered a fixture or incorporated into the realty by virtue of its attachment to real estate and any part may be separated from such real estate for the purpose of re possession by KWS or by our agents in the event of a default by purchaser;

(C) KWS shall have the right to elect a claim of mechanic's lien against the property upon which this material is situated and waive our rights to re possess under Paragraphs (A) and (B) above any time before expiration of the time fixed by law for filing a mechanic's lien;

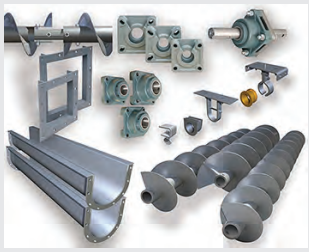
(D) Acceptance or acknowledgement of any order, quotation or contract is with the express understanding that a "no lien agreement" has not been filed.

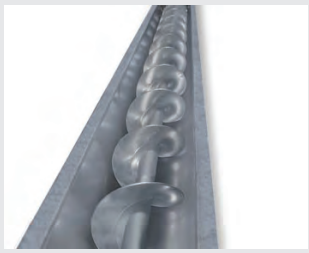
SPECIAL TAXES: Any federal, state or city sales tax or other manufacturers' or processors' tax, if any when assessed, will be added to the invoice.

CLAIMS: All prices are made F.O.B. Burleson, Texas, unless otherwise indicated. KWS responsibility ceases when delivery has been made to the transportation company. If there are shortages or evidence of damage, insist on the transportation agent making notations on the shipping documents before signing receipt. Claims should be made immediately and KWS will cooperate with customers when desired in obtaining adjustments from the transportation company due to loss or damage. All equipment shall be checked for damage immediately upon arrival. Do not attempt to install damaged component parts or equipment. Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made known to KWS immediately after receipt of shipment.

PAINTING: As a protective measure, KWS will apply before shipment one coat of KWS standard shop paint to all outside accessible unfinished surfaces, and a protective coat to all machine finished surfaces.

CUSTOMER ARRANGED FREIGHT: When freight transportation is arranged by the customer, shipment will be considered to have occurred once the customer has been notified that the product is ready for pickup. Invoicing and payment terms will be based on the notification date.





Using CEMA Standards for Conveyor Design and Construction

CEMA is a trade association that has been serving the material handling industry since 1933. The Conveyor Equipment Manufacturer's Association (CEMA) is considered "The Voice of the Conveyor Industry" in North and South America. CEMA is focused on creating and adhering to standards for safety and design of conveying equipment and components. CEMA members are companies that represent the leading designers, manufacturers and installers of conveyors, conveyor components and material handling systems.

CEMA member companies meet several times a year to create leading edge technology for an ever-changing industry and worldwide economy. Standards are created to better educate conveyor users on optimum design and safety during operation and maintenance. Screw and belt conveyors that are designed and manufactured to CEMA standards are very advantageous because the end user receives quality equipment designed to proven industry standards that utilize industry standard components.

KWS Manufacturing has been an active CEMA member since 1990. KWS designs screw and belt conveyors to CEMA standards whenever possible to ensure that the equipment features the latest industry best practices for safety, service life, ease of installation and maintainability. However, Engineers at KWS will exceed CEMA design standards when the application dictates, such as for heavy-duty conveyors for the chemical, environmental or mining industries. When CEMA is the standard, KWS is the solution!

Features

Designed by Qualified Manufacturer – Engineers from KWS create safety, dimensional and application standards for screw and belt conveyors that govern the industry. As a CEMA member, KWS is proven to be a well-established and competent manufacturer.

Designed to Common, Exacting Standards – KWS, along with other CEMA member companies, designs and builds conveying equipment to CEMA standards for safety and design.

Designed to Interface with Other CEMA Equipment – Screw and belt conveyors designed to CEMA standards utilize standard components. Bolt patterns for inlets and discharges are standardized, allowing interfacing equipment to bolt up seamlessly.

Benefits

Confidence in Receiving a Quality Product – As a CEMA member since 1990, KWS has created many of the industry standards for screw and belt conveyors. Customers can be confident that they are receiving a quality product backed up by many years of industry experience.

Assurance of Functionality – Every KWS conveyor is designed for each specific application using proven CEMA standards as the basis of the design and supported by many years of experience. Customers are assured that their equipment will function properly and exceed the requirements of the application.

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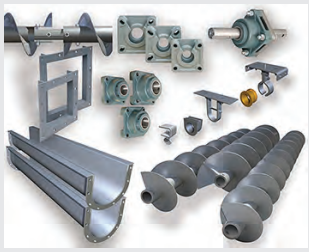
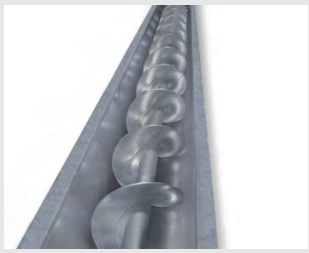
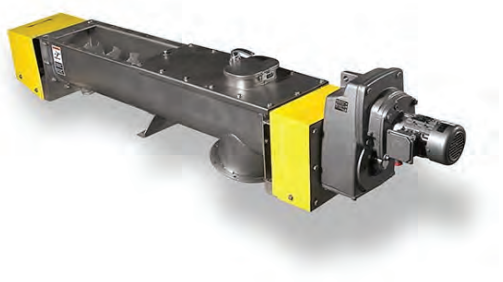




Using CEMA Standards for Conveyor Design and Construction

Easy to Obtain Replacement Parts – KWS stocks thousands of CEMA parts that are ready for quick shipment. CEMA standard parts will interchange with any other CEMA manufacturer. Made-to-Order parts are designed to CEMA standards and available for expedited delivery.



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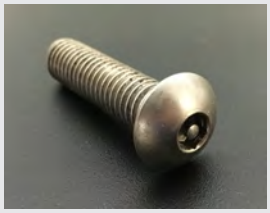

KWS Safety Bolt Has Special Head That Requires Special Tool for Removal

Safety Bolts

Safety is a primary concern for all employers, especially in manufacturing facilities. Bulk material handling equipment with rotating components present risk of injury to workers. Every person working in a manufacturing environment must be trained in safe practices by their employer. Even with safety training, there is still a chance for an accident to occur. KWS provides solutions to minimize risk of injury with the use of safety bolts for conveyor covers.

With over 45 years' experience in the bulk material handling industry, KWS is at the forefront of safe equipment design. KWS safety bolts satisfy the requirements of both OSHA and MSHA (Mine Safety & Health Administration). While standard cover bolts require a tool to remove, KWS safety bolts require a specific tool for access by only trained maintenance personnel.

Features

Variety of Construction Materials: KWS safety bolts are provided in either zinc plated carbon steel or 18-8 stainless steel.

Universal Implementation: Screw clamps are a common method of fixing a conveyor cover in place but allow for the cover to be easily removed. KWS provides safety bolts even on assembled conveyors utilizing screw clamps.

Benefits

Efficient Installation: Two KWS safety bolts are installed on every cover in opposite corners to prevent access to moving components. Locating the safety bolts on opposite corners maximizes the safety benefit without delaying access to the equipment by trained maintenance personnel.

Safe Operation: KWS safety bolts require a specific tool for removal, restricting access to only trained maintenance personnel. KWS ships the special tools with each assembled conveyor, enclosed in a packet with additional safety and operation information.

KWS Special Tool is Required to Properly Remove Covers

Bolted Covers Restrict Access to Only Qualified Maintenance Personnel

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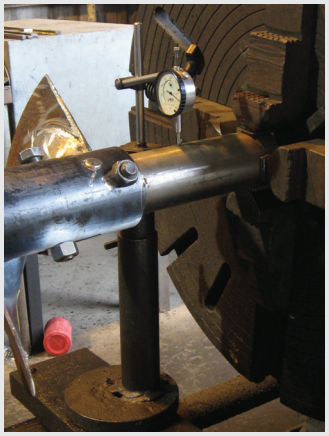

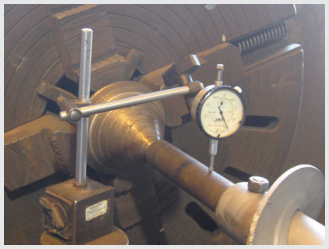

Straightening the Screw

Minimal screw deflection and shaft run-out are keys to successful long-term screw conveyor operation. A bent screw can lead to excessive flight wear or damage, excessive shaft run-out and failure of seals, bearings, and drive components.

After welding the flights to the center pipe, screws must be routed back to the shop for straightening. Heat from the welding process introduces stresses and can distort the screw. KWS checks and straightens each screw section to exacting standards.

Features

Dial Indicators – Dial indicators are used to measure the run-out in the bearing area of the shaft.

Total Run-Out – Run-out is a measurement of shaft movement. KWS straightens each screw for a maximum run-out of 0.015-inch T.I.R. at the bearing area.

Process – A combination of heat and mechanical leverage is used to straighten the screw.

Benefits

Extended Life – Having a straight screw will extend the life of the screw by removing excess deflection that can cause extra wear on the flights. Having a straight screw will extend the life of bearings, seals and drive components.

Reduced Stress – Having a straight screw will put less stress on the pipe and shafts reducing potential fatigue fractures and breaks, as well as reducing stress on the bearings, seals, and drive components.

Reduced Vibration – For high-speed applications, the straightening process minimizes screw deflection. The result is smoother running, less vibration, and longer component life.

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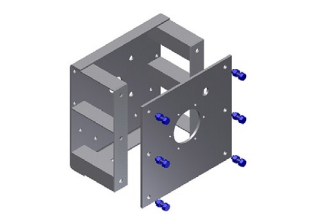

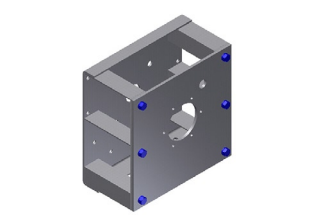

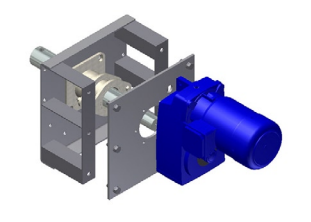

Bulkhead Trough Ends

Bulkhead trough ends are trough ends that include a removable mounting plate for the drive or bearing. Bulkhead trough ends give greater range and versatility in the selection of seals, bearings, and drives over standard trough ends. They are used for more demanding applications.

By providing space between the trough end and the drive mounting plate, bulkhead trough ends help prevent contamination of the drive or bearing. This space also helps protect the drive or bearing from heat when conveying high temperature products.

Features

Unique Design – Our unique design utilizes a trough end with a welded standoff and removable mounting plate that provides complete rigidity and ensures no drive movement.

Wide Variety of Construction Materials – Bulkhead trough ends can be constructed out of carbon steel, stainless steel, or high-nickel alloys for corrosion resistance or high temperature applications.

Wide Variety of Seal Options – Bulkhead trough ends are designed to accept flanged gland seals with multiple rings of packing, split gland packing seals with a single ring of packing, waste pack seals, air or nitrogen purged seals, food grade seals, mechanical seals, or even custom designed seals.

Wide Variety of Drive and Bearing Options – Bulkhead trough ends are designed to accept seals, drives and bearing units from nearly all manufacturers.

Benefits

Protect Drives and Bearings from Heat and Contamination – The bulkhead design moves the drive or bearing away from the trough end and potential contamination or damage from either abrasive or corrosive products or products conveyed at elevated temperatures.

Used in Wide Variety of Applications – Because of the variety of construction materials, pedestal trough ends can be used in everything from food grade to heavy industrial grade applications.

Eliminate Torque Arm – Bulkhead trough ends provide a rigid removable mounting surface for ease of installation, easy replacement, and elimination of cumbersome torque arms. Drive movement is eliminated by flange mounting the drive to the removable mounting plate.

Ease of Maintenance – Both the shaft seal and drive or bearing can be easily accessed for maintenance and replacement. The bulkhead design allows for replacement of the seal packing on flanged and split gland seals. Drives or bearings can be easily lubricated and inspected.

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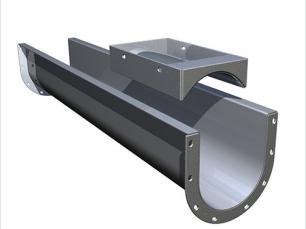
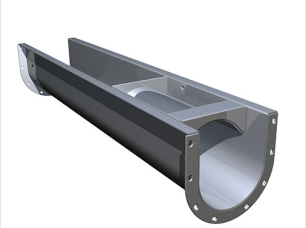


Stock Shrouds Fit Easily into U-Trough



Shrouds Convert U-Troughs to Tubular Housings for Accurate Metering of Bulk Materials

Feeder Shrouds

Screw feeders are used in thousands of material handling applications and designed to meter bulk materials at a controlled feed rate. The inlet of a screw feeder is always flood loaded and typically mounted directly to a storage device such as a hopper, bin or silo. The amount of material discharged by a screw feeder is completely controlled by design parameters.

A screw feeder must be equipped with a shroud for at least 2 pitches beyond the inlet opening to prevent flooding of the bulk material past the inlet. The shroud is a curved cover that converts a U, flared or rectangular trough into a tubular housing to prevent bulk materials from flooding past the screw. Standard covers can be used with shrouds. Shrouds are bolted on both sides of the trough for easy removal and include an integrated batten bar.

Features

Variety of Construction Materials – KWS keeps a variety of shrouds in stock for immediate shipment for use with U-trough screw feeders.

Variety of Screw Conveyor Sizes– Bolt-in shrouds fasten to the side of U, flared or rectangular troughs with a minimum number of bolts. Designs for multiple-screw feeders or other special applications are also available.

Benefits

Variety of Applications – KWS stocks feeder shrouds for all CEMA screw diameters with shroud lengths equal to two times the diameter of the screw. For example, a 12-inch diameter feeder shroud is 24-inches long. Special feeder shrouds can be manufactured for almost any design.

Shrouds are utilized to reduce or eliminate fallback of bulk materials and increase efficiency. An existing inclined U-trough screw conveyor can be easily converted to a tubular conveyor using multiple shrouds in series.

Ease of Installation and Replacement – Shrouds can be removed in minutes, making maintenance or replacement simple and less time consuming.

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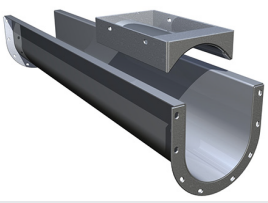
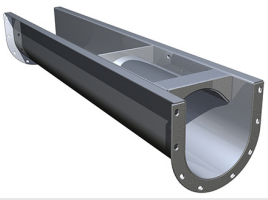
Feeder Shrouds



Stock Shrouds Fit
Easily into U-Trough



Shrouds Convert U-Troughs
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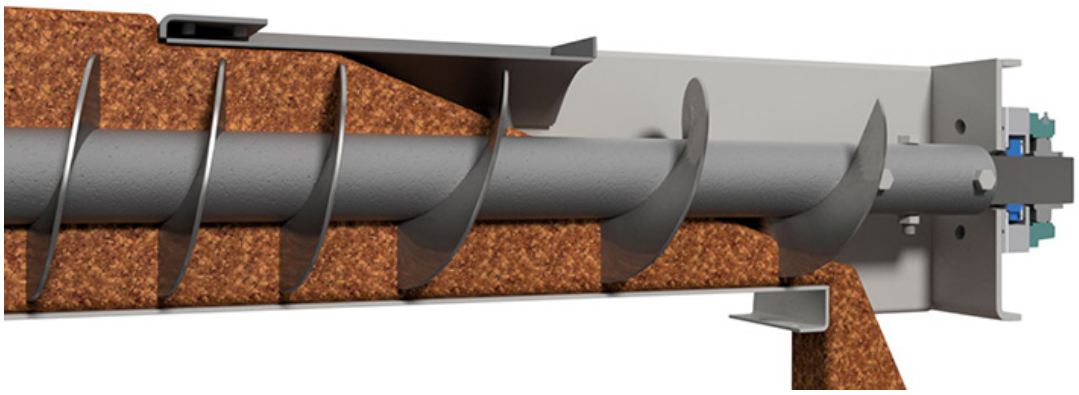

Shroud Length is at Least Two Pitches Beyond Inlet
Opening to Prevent Bulk Material Flooding

Shrouds Fasten to Side of U, Flared
or Rectangular Troughs

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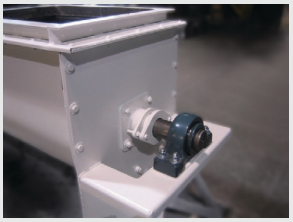
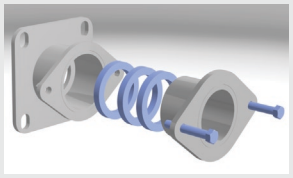
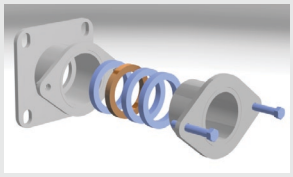
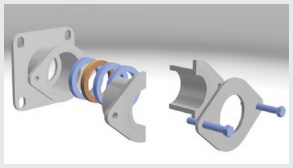




Standard Seal



Purgeable Seal



Purgeable Split Follower Seal

Flanged Gland Seals

Flanged gland seals are shaft seals that mount to the outside of pedestal trough ends and are used to prevent bulk materials from leaking out of a screw conveyor or feeder.

Flanged gland seals consist of an outer housing, multiple rings of packing and a follower. The packing material is ½-inch square braided rope that fits tightly in the outer housing and around the shaft diameter. The follower is used to compress the packing and create a seal between the shaft and housing.

Features

Wide Variety of Construction Materials – The outer housing and follower can be made from carbon steel, stainless steel or high-nickel alloys for corrosion resistance or high-temperature applications

Multiple Rings of Packing – Each ring of packing acts as a seal. Up to five rings of packing can be used create a seal around the shaft.

Wide Variety of Packing Materials – The ½-inch square braided rope packing is available in many different materials. Graphite impregnated packing is used in most industrial applications. Teflon packing is used in the chemical industry and ceramic fiber packing is used for high temperature applications.

Purge Option is Available – Flanged gland seals can be purged with air, nitrogen, grease or other purging medium to prevent bulk materials from leaking out. An air or nitrogen purge can create a positive pressure in the seals to overcome an internal pressure in the conveyor or feeder.

Benefits

Creates Positive Seal Around Shaft – A positive seal is created as the packing material is compressed around the shaft. Tightening the follower can increase the compression force.

Protects Personnel and Equipment – Bulk materials that are hazardous, corrosive or combustible are contained within the conveyor or feeder preventing safety issues or equipment failure.

Ease of Maintenance – The braided rope packing can be replaced in minutes. The follower can be removed to allow access to the packing.

Very Cost Effective – Other seals on the market cost up to ten times more than a flanged gland seal. Also, most require a purge in order to operate.

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Cut Away View Shows Shape of Excluder Ring

Excluder Rings Stop Bulk Material Leakage

Excluder rings are used as a secondary shaft seal to prevent leakage of bulk materials at the drive or tail shafts of a screw conveyor, drag conveyor or bucket elevator. An excluder ring is installed on the inside of a conveyor to prevent bulk materials from leaking through the shaft hole in the trough end or casing. A standard seal is located on the outside of the trough end or casing. The combination of an excluder ring on the inside and a standard seal on the outside almost always guarantees a leak-proof conveyor.

Excluder rings fit very tightly over the shaft and require an interference fit. After installation, the excluder ring is pushed up against the inside of the trough end or casing. The outside edges of the excluder ring flare out and provide spring pressure to seal the hole in the trough end or casing.

Excluder rings are installed on every assembled conveyor at KWS. No other screw conveyor manufacturer provides excluder rings as a standard feature.

Features

Easy to Install – Excluder rings are installed by simply tapping the excluder ring onto the shaft with a rubber mallet.

Availability – Excluder rings are available in every CEMA shaft size and in stock at KWS.

Positive Seal – Excluder rings provide spring pressure against the trough end or casing

Benefits

Very Cost Effective – Excluder rings typically cost less than $50.00 to purchase and install.

Easily Retrofit Existing Conveyors – Excluder rings can be purchased and installed on all existing conveyors and elevators.

Eliminate Bulk Material Leakage – Excluder rings are a very simple, cost effective method of eliminating bulk material leakage from conveyors and elevators.

Design Engineering Manufacturing

KWS Manufacturing
3041 Conveyor Drive
Burleson, Texas 76028

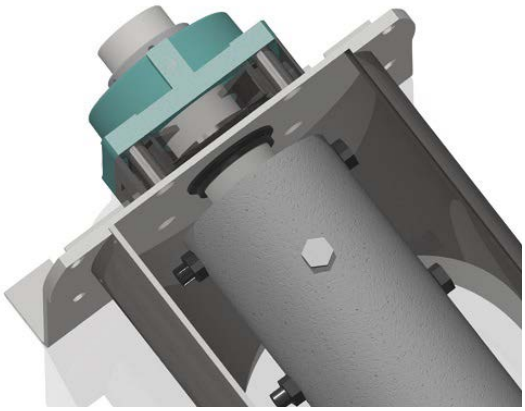
Toll Free: (800) 543-6558
Phone: (817) 295-2247
Fax: (817) 447-8528

www.kwsmfg.com

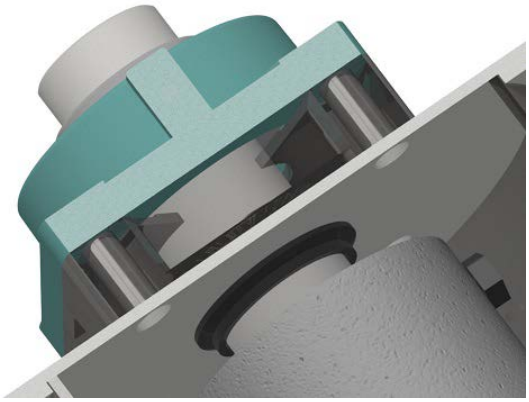
More on Next Page »

Excluder Rings Stop Bulk Material Leakage

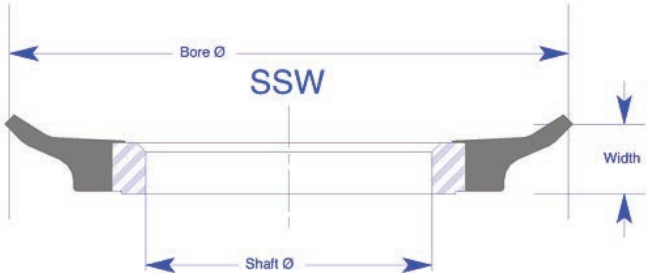
Cut Away View Shows
Shape of Excluder Ring



Excluder Ring Seals Against Trough
End of Screw Conveyor



Excluder Ring Uses Spring Pressure
to Provide Positive Seal



Excluder Rings are Available in
Every CEMA Shaft Size

Design
Engineering
Manufacturing

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OPTIONAL FEATURES & COMPONENTS

Control Unit Mounts to Side of Screw Conveyor

Cable Safety Stop Switch Control Unit can be Wired to Shut Off Multiple Conveyors

Cable Safety Stop Control Unit

A cable safety stop control unit provides quick shutoff of a conveyor in an emergency. A cable is externally mounted around all sides of a conveyor and connected to a control unit. By pulling the cable, output contacts located inside the control unit are activated. The output contacts can wired to two separate circuits, one for an alarm and one for conveyor shutdown. The use of safety controls is highly recommended for use with exposed belt conveyors and screw conveyors supplied without covers or that are equipped with "easy-to-open" covers/doors.

The control unit has rugged, corrosion resistant construction with a cast aluminum housing and stainless steel hardware. The powder-coated bright red actuation arm, which can easily be seen from a distance, rotates approximately 60-degrees when activated by a pull on the cable. The actuation arm must be pushed in and turned to reset, eliminating the possibility of an accidental reset and dangerous restart of the conveyor.

KWS provides high quality aircraft cable which ensures proper actuation with no stretching. The cable safety stop control unit is designed for up to maximum 200-feet of cable length (100-feet in each direction) on a single control unit. Additional control units can be added, if necessary.

Features

Use in Every Environment – KWS supplied control unit is listed by UL, Inc. and CSA Group. Control unit is explosion proof rated for used in NEMA 7 and 9 hazardous locations and meets Class I, Div. 1, Group C & D and Class II, Div. 1, Group E, F & G requirements.

Rugged Design – KWS cable safety stop control unit has a minimum of moving parts with the control unit housed in a corrosion resistant enclosure.

Benefits

Very Cost Effective – The cable safety stop offers the lowest cost per foot of protection when compared to other types of safety devices.

Easy to Operate – KWS cable safety stop control unit provides simple, reliable and long-term operation. The safety cable can be pulled, activating the control unit from any location around the conveyor.

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Cable Safety Stop Control Unit

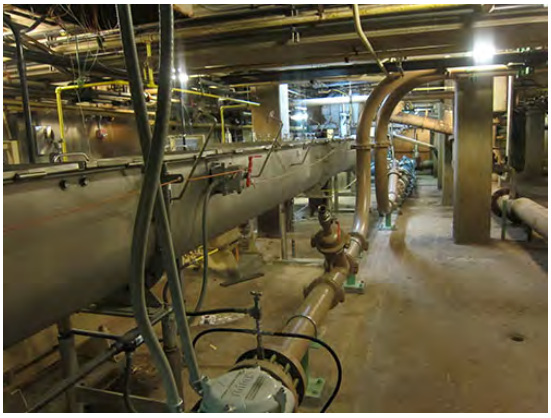
Control Unit Mounts to Side of Screw Conveyor

Cable Safety Stop Switch Control Unit can be Wired to Shut Off Multiple Conveyors

Guides are located Around the Conveyor to Support the Safety Cable

Multiple Screw Conveyors Utilizing Cable Safety Stop Switch Control Units

Safety Cable is Located on Three Sides of Belt Conveyor with One Control Unit



Single Control Unit Can be Used on Screw Conveyors up to 100-Feet in Length

Design Engineering Manufacturing

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3041 Conveyor Drive
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Fax: (817) 447-8528

www.kwsmfg.com

THOMAS & MULLER

SYSTEMS, LTD.
www.Thomasandmuller.com

Post Office Box 25
Red Hill, PA 18076

Phone (215) 541-1961
Fax (215) 541-1966
E-mail: rs@thomasandmuller.com

Quotation Q23-143-RS

Aug 2, 2023

Griffin Residuals, LLC
838 Industrial Drive
Owensboro, Kentucky 42301

Attn.: Tid Griffin, Trefor Hay

Ref: Hopper with Quad Screw Feeder
(Fayetteville Project)

Dear Tid & Trefor

Thomas & Muller Systems Ltd. is pleased to provide a Quote on your requirement for (1) **10" Dia. Quad Feeder w/ Hopper**, per your specifications and as follows:

10" Dia. Quad Screw Feeder w/ Hopper

- Material is sludge with a bulk density of 50-60 lbs./cu. ft
- The screw feeder is designed to feed 5,000lbs/hr. (100 cu. ft./hr.)
- The screw feeder is designed to feed sludge from the hopper and onto an existing belt
- The screw feeder is set to run at 95% trough loading.
- Each screw in the feeder is designed to feed 25 cu. ft./ hr.
- Material of construction of Screws and Shafts are 304SS
- Material of construction of Hopper and Housing is 304SS
- Structural Steel Members are CS and will be Primed and painted Gray
- Screw feeder speed can be adjusted as needed through a VFD (**not included in proposal)**
- Hopper is designed for a capacity of 5 cu yds of sludge "water level"
- Includes 6" beams for support legs, for hopper with foot pads for mounting.
- Includes (4) zero speed switches (These are externally mounted probes that sense rotation and report a fault to an alarm control box when zero speed is detected, due to the slower speed of the feeder this type has to be used)
- The (2) Motors will be a 5HP C-Face WEG 1000:1 turndown inverter duty 230V-460V motor

The (4) **Screws** are 10" Dia. x variable pitch flights which are 1/4" thick, mounted on a 5" SCH #40 pipe which measures approx. 14' 0" long. Each screw will have variable pitch flighting the entire length of the screw ending at the discharge. At the end of the variable pitch flighting there will be paddles to help push the material out of the discharge. The Drive end of each screw will be bushed and drilled for a 3-15/16" Dia. 2-bolt driveshaft. The tail end of each screw is bushed and drilled for 3" dia. shafts. All flights are continuously welded on the pushing face, and backside. The welds are left as laid with color and spatter removed.

The **Hopper** is approx. 12' long by 4' wide inside, and measures approximately 3' 4" tall. It is constructed of 7GA 2B 304SS plate and re-enforced with 2" x 2" x ¼" thick 304SS support angles. The bottom side of the hopper will have a 1/4" thick flange which will bolt up to the 10" Quad Screw Feeder housing.

The Quad Screw **housing** is a custom style U-trough style approx. 14'-2" long fabricated from 7GA 2B plate with 3/8" thick flanges on each end. The housing has an upper flange that bolts up to the mating flange of the Hopper. The discharge is approx. 11" long x 38-3/4" wide height to be determined. The tail trough end has (4) sealed up seals with (4) flange mounted bearings mounted to a 3/8" thick endplate. The drive end has (4) sealed up seals, (4) flange mounted bearings, (4) Spur gears in an oil sump, (2) Pillow block mounted bearings and (2) flange mounted gearboxes, with a 5HP C-face mounted motor. The gearboxes are flange mounted to a mounting plate which is stood off from the tail trough end plate.

The Twin screw **drive** consists of (2) drives mounted off the end of the screw housing, and supported to the ground. Each drive is flange mounted to the drive mounting plate. Each set of (2) screws runs independently at 4.5 RPM

All motor controls, wiring for the motors, starters, etc. that are required are by others.

All materials of construction in product contact will be T-304 stainless steel.

The Feeder and Hopper will be assembled and run in our shop prior to shipping.

10" DIA. 304 SS QUAD SCREW FEEDER W/ HOPPER
BID PRICE: $242,021.00/EA

10" DIA. CS QUAD SCREW FEEDER W/ CS HOPPER
(SCREWS ARE 304 SS ALL CS WILL BE PRIMED AND PAINTED)
BID PRICE: $212,170.00/EA

FOB: Red Hill, PA

DELIVERY: 2-3 Weeks for approval drawings based on current engineering workload
8-10 Weeks after our receipt of signed GA drawings approved for fabrication, based on current shop workload at the time of the order

TERMS: 30% Upon approved Submittals & prior to the start of Fabrication
40% Upon the start of Fabrication
20% Upon completion of Fabrication
10% Due upon successful start-up, Not to exceed 60 days from date of shipment from our shop

TERMS ARE NEGOTIABLE

NOTE:

That due to the past world VOLATILITY of raw materials for the producing of Steel & Stainless Steel a "Surcharge" has occasionally been invoiced to us by some of our Steel & Stainless steel suppliers. This is charged to us at time of the materials shipping. If a surcharge is charged to us it will be passed on at our cost.

NOTE: ***THAT THE SCREW SPEED OF AN INCLINE OR VERTICAL SCREW MAY HAVE TO BE CHANGED AT START UP IN ORDER TO GET THE DESIRED THROUGH PUT. THIS IS DUE TO THE ANGLE OF INCLINE, THE LENGTH OF INCLINE OR LIFT, THE NUMBER OF HANGER BEARINGS, THE MATERIALS FLOW CHARACTERISTICS, etc. THERE WILL ALWAYS BE A RESIDUAL OF MATERIAL LEFT IN THE HOUSING. THE AMOUNT OF RESIDUAL MATERIAL LEFT IN THE HOUSING OF AN INCLINE OR VERTICAL SCREW WILL DEPEND ON THE ANGLE OF INCLINE, THE LENGTH OF INCLINE OR LIFT, THE NUMBER OF HANGER BEARINGS, THE MATERIALS FLOW CHARACTERISTICS, THE SCREW SPEED ETC.***

THOMAS & MULLER SYSTEMS LTD

Design is solely based on information provided to us in writing, the omission or nondisclosure of information regarding the materials characteristics and/or makeup (blend) etc can cause the necessity to make changes to the equipment when put into service. The cost of these changes/modifications **is not** the responsibility of Thomas & Muller Systems Ltd. Thomas & Muller Systems Ltd **did not** have a materials flow study or a materials analysis done, on a sample of your material, to determine cohesiveness, stickiness, abrasiveness, angle of repose, moisture content, materials composition, etc.

THOMAS & MULLER SYSTEMS LTD

Engineers and designs the equipment and submits a general arrangement drawing for the owner's for their approval. If after these GA drawings have been returned "approved for fabrication" (either verbally or in hard copy) the cost for any further changes to the equipment or design **is not** the responsibility of Thomas & Muller Systems Ltd. regardless if changes are made prior to shipping (in our shop) or after delivery(in the field). Thomas & Muller Systems Ltd will work with the owner, in every reasonably way possible, to expedite these changes. The back charges generated in our shop prior to shipping will be billed as adders.

WARRANTY

Thomas & Muller Systems Ltd only warrants the equipment for 12 months, from the date of shipping, against design, engineering and workmanship. Thomas & Muller Systems Ltd **DOES NOT** warrant our equipment against use, misuse or abuse. Thomas & Muller Systems Ltd **does not** cover any damage to the equipment caused during commissioning. Thomas & Muller Systems Ltd **does not** cover under our warranty the use of the equipment for any use other than its intended use. Thomas & Muller Systems Ltd **does not** cover under warranty any parts that were purchased such as bearings, motors, reducers etc. Thomas & Muller Systems Ltd **does not** accept any back charges that have not been agreed to **in writing**. It is the owner/contractors responsibility to properly install, align, and commission the equipment. If the owner decides that they want/need a site visit by Thomas & Muller Systems Ltd to inspect/verify the installation and alignment of the equipment or provide instruction for proper operation and maintenance of the

equipment the cost will be **$1,500.00 per day,** per man, plus all travel expenses and room and board. Travel days are billable days.

NOTE:

It is imperative that if a VFD Controller is used in the operation of our equipment that the controls be compatible and are synced. There should also be a "torque boost" and "drive optimization" program run to insure that the controller delivers the proper current, amps and torque at start up.

FOR MORE INFORMATION ABOUT US, PLEASE VISIT OUR WEB SITE:
www.thomasandmuller.com

Thomas & Muller Systems Ltd. thanks you for this opportunity to quote. Please review our quote and call with any questions or comments. We look forward to hearing from you. Please consider all engineering, sizing, and design provided by Thomas & Muller Systems Ltd. in this quote to be proprietary.

Sincerely,
Thomas & Muller Systems Ltd.

Rob Shafer
rs@thomasandmuller.com

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1829

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Garver, LLC – Amendment No. 1 for 24-Inch Waterline Replacement**

RECOMMENDATION:
Staff recommends approval of Amendment No. 1 to the engineering services agreement with Garver, LLC for construction phase services associated with the 24-Inch Waterline Replacement project in an amount not to exceed $70,500.00.

BACKGROUND:
The City of Fayetteville operates a 24-inch diameter water transmission main that runs approximately 2.3-miles from S. School Avenue near Tyson Mexican Original westerly to Interstate-49, thence northerly to Martin Luther King Jr. Blvd. Portions of this Ductile Iron line were installed in the 1960's through the 1980's and is in a corrosive shale-soil environment. The line has experienced frequent leaks and disrupted service in the area. Based on the City's current water master plan and water model, the size of this line can be reduced and still meet the existing and future demands of this area. Therefore, this project will consist of replacements with 18-inch diameter waterline.

Design and permitting is completed and the project bids were initially very high resulting in value engineering adjustments and a re-bidding of the project with deductive alternates to remove scope and stay within budget.

DISCUSSION:
Amendment No. 1 will provide funds to cover additional bidding services as well as provide funding for construction phase services such as 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 $70,500.00.

BUDGET/STAFF IMPACT:
The proposed contract is hourly in the maximum not-to-exceed amount of $70,500.00. Funds will be transferred from the General Fund with amounts assigned to this project. Funds being transferred in from the General Fund for this project are funds that were reimbursed for revenue losses that occurred during 2022 due to the COVID pandemic.

ATTACHMENTS: SRF (#3), Amendment No. 1 (#4)

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

File #: 2024-1829

Garver, LLC – Amendment No. 1 for 24-Inch Waterline Replacement

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC. IN AN AMOUNT NOT TO EXCEED $70,500.00 FOR ADDITIONAL BIDDING AND CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE 24-INCH WATERLINE REPLACEMENT PROJECT

WHEREAS, on July 5, 2022, City Council passed Resolution No. 152-22 approving a Professional Engineering Services Agreement with Garver, LLC for design services to replace a 24-inch waterline from South School Avenue to Martin Luther King Junior Boulevard; and

WHEREAS, Amendment No. 1 will include additional bidding services and construction phase services.

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 Garver, LLC in the amount of $70,500.00 for additional bidding services and construction phase services associated with the 24-inch Waterline Replacement Project.

City of Fayetteville Staff Review Form

2024-1829

Item ID

4/2/2024

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

Tim Nyander	3/13/2024	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with Garver, LLC for construction phase services associated with the 24-inch waterline replacement project in an amount not to exceed $70,500.00.

Budget Impact:

5400.720.5600-5314.00	Water and Sewer
Account Number	Fund
12009.2401	Water System Rehabilitation & Replacement
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	8,383,263.00
		Expenses (Actual+Encum)	$	5,491,651.67
		Available Budget	$	2,891,611.33
Does item have a direct cost?	Yes	Item Cost	$	70,500.00
s a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	2,821,111.33

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Fayetteville, Arkansas
Project No. 21W01161

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Fayetteville, Arkansas (Owner) and Garver, LLC (Garver), dated July 5, 2022 referred to in the following paragraphs as the "Agreement."

This Amendment adds professional services for the 24" Water Line Rehabilitation.

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES
SECTION 8 – BIDDING SERVICES

The following language modifies Section 8 Bidding Services of Exhibit A (Scope of Services) as follows:

Revise and add the following:

8.1. Initial Bidding Services

During the initial bidding phase of the project, ENGINEER will:

A. Prepare and submit advertisement for bids to the CITY OF FAYETTEVILLE for publication by the CITY OF FAYETTEVILLE. The CITY OF FAYETTEVILLE will pay advertising costs outside of this contract.
B. Provide construction contract documents to the CITY OF FAYETTEVILLE. The CITY OF FAYETTEVILLE will provide construction contract documents to prospective bidders.
C. Support the contract documents by preparing addenda as appropriate. The CITY OF FAYETTEVILLE will issue addenda to prospective bidders.
D. Participate in a pre-bid meeting.
E. Attend the bid opening.
F. Evaluate bids and recommend award. The CITY OF FAYETTEVILLE will prepare the bid tabulation.
G. Prepare construction contracts for execution by the CITY OF FAYETTEVILLE and contractor. The construction contracts will include addenda, and the ENGINEER will not conform the construction documents to reflect addenda.

8.2. Re-Bidding Services

During the second bidding phase of the project, ENGINEER will:

A. Make design modifications to both plans and specifications. Provide revised construction contract documents to the CITY OF FAYETTEVILLE. The CITY OF FAYETTEVILLE will provide construction contract documents to prospective bidders.
B. Update SWPPP to accommodate the expanded project disturbance area.
C. Support the contract documents by preparing addenda as appropriate. The CITY OF FAYETTEVILLE will issue addenda to prospective bidders.

D. Participate in two pre-bid meetings.
E. Attend the bid opening.
F. Evaluate bids and recommend award. The CITY OF FAYETTEVILLE will prepare the bid tabulation.
G. Prepare construction contracts for execution by the CITY OF FAYETTEVILLE and contractor. The construction contracts will include addenda, and the ENGINEER will not conform the construction documents to reflect addenda.

SECTION 9 – CONSTRUCTION PHASE SERVICES

The following language modifies Section 9 Construction Phase Services of Exhibit A – Scope of Services as follows:

Omit the following:

~~**9. CONSTRUCTION PHASE SERVICES – Not Used (Future Contract Amendment)**~~

Add the following:

9. CONSTRUCTION PHASE SERVICES

During the construction phase of work, Garver will accomplish the following:

A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
B. Attend up to 9 progress/coordination meetings with the Owner/Contractor.
C. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
D. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
E. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
F. Maintain a set of working drawings and prepare and furnish record drawings.

G. Provide periodic site visits for approximately 2 hours per week and oversee acceptance testing.
H. Provide up to 14 hours of survey crew time for field checking quantities, contractor's layout, etc.
I. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
J. Participate in substantial completion Project inspection and prepare punch list.
K. Participate in final inspection, review final Project closing documents, and submit final pay request.

The proposed fee for Construction Phase Services is based on a 260-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

SECTION 12 – PAYMENT

The following language modifies Section 12 Payment of Exhibit A – Scope of Services as follows:

Modify the following table:

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
PROJECT MANAGEMENT AND ADMINISTRATION	$7,700	HOURLY RATE + EXPENSES
SURVEYS	$46,500	
ENVIRONMENTAL	$19,800	
CONCEPTUAL DESIGN	$54,800	
FINAL DESIGN	$113,700	
INITIAL BIDDING SERVICES	$12,500	
RE-BIDDING SERVICES	$22,000	
CONSTRUCTION PHASE SERVICES	$48,500	
TOTAL FEE	$325,500	

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

[*Signature Page to Follow*]

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

CITY OF FAYETTEVILLE, ARKANSAS	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Jerry T. Martin, PE *Printed Name*
Title: Mayor	Title: Water Team Leader
Date: _____	Date: 03/12/2024
Attest: _____ *City Clerk Treasurer*	Attest: _____

EXHIBIT B
HOURLY RATE SCHEDULE

City of Fayetteville
24" Water Line Rehabilitation
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates
Engineers / Architects	
E-1	$ 130.00
E-2	$ 144.00
E-3	$ 174.00
E-4	$ 203.00
E-5	$ 247.00
E-6	$ 304.00
E-7	$ 422.00
Planners	
P-1	$ 157.00
P-2	$ 196.00
P-3	$ 244.00
P-4	$ 273.00
P-5	$ 308.00
Designers	
D-1	$ 118.00
D-2	$ 135.00
D-3	$ 161.00
D-4	$ 193.00
Technicians	
T-1	$ 95.00
T-2	$ 114.00
T-3	$ 139.00
T-4	$ 180.00
Surveyors	
S-1	$ 58.00
S-2	$ 77.00
S-3	$ 103.00
S-4	$ 148.00
S-5	$ 187.00
S-6	$ 218.00
2-Man Crew (Survey)	$ 225.00
3-Man Crew (Survey)	$ 282.00
2-Man Crew (GPS Survey)	$ 245.00
3-Man Crew (GPS Survey)	$ 302.00
Construction Observation	
C-1	$ 112.00
C-2	$ 140.00
C-3	$ 171.00
C-4	$ 221.00
C-5	$ 259.00

Classification	Rates
Resource Specialists	
RS-1	$ 104.00
RS-2	$ 137.00
RS-3	$ 194.00
RS-4	$ 268.00
RS-5	$ 335.00
RS-6	$ 411.00
RS-7	$ 460.00
Environmental Specialists	
ES-1	$ 104.00
ES-2	$ 131.00
ES-3	$ 168.00
ES-4	$ 198.00
ES-5	$ 248.00
ES-6	$ 318.00
ES-7	$ 398.00
ES-8	$ 450.00
Project Controls	
PC-1	$ 106.00
PC-2	$ 140.00
PC-3	$ 178.00
PC-4	$ 229.00
PC-5	$ 280.00
PC-6	$ 361.00
PC-7	$ 454.00
Administration / Management	
AM-1	$ 75.00
AM-2	$ 96.00
AM-3	$ 134.00
AM-4	$ 171.00
AM-5	$ 209.00
AM-6	$ 272.00
AM-7	$ 320.00
M-1	$ 510.00

APPENDIX B

City of Fayetteville, Arkansas
24" Water Line Rehabilitation

All Tasks

	WORK TASK DESCRIPTION	E-5	E-2	E-1	D-1	2-Man Crew (GPS Survey)	ES-3	GARVER	GARVER	SUBCONSULTANT	GARVER	SUB-CO TOTAL	TOTAL
		$247.00	$144.00	$130.00	$118.00	$245.00	$168.00	LABOR	ODC	*Subconsultant Name*	TOTAL		
		hr.	hr.	hr.	hr.	hr.	hr.			0%			
	Basic Services Section												
1.	**TASK *(8.2 - RE-BIDDING SERVICES)***												
	A. Changes to plans and specifications (allowing open cut)		64	44				$14,936			$14,936	$0	$14,936
	B SWPPP Changes						8	$1,344			$1,344	$0	$1,344
	C. Prepare addenda		8	4				$1,672			$1,672	$0	$1,672
	D. Participate in additional pre-bid meetings	2	6					$1,358	$300		$1,658	$0	$1,658
	E. Attend additional bid opening		2					$288	$86		$374	$0	$374
	F. Evaluate bids and recommend award		2					$288			$288	$0	$288
	G. Prepare construction contracts		12					$1,728			$1,728	$0	$1,728
	Subtotal - TASK (8.2 - RE-BIDDING SERVICES)	**2**	**94**	**48**	**0**	**0**	**8**	**$21,614**	**$386**	**$0**	**$22,000**	**$0**	**$22,000**
2.	**TASK (9 CONSTRUCTION PHASE SERVICES)**												
	A. Issue Notice to Proceed		2					$288			$288	$0	$288
	Attend pre-construction meeting	1	4					$823	$100		$923	$0	$923
	B.Attend up to 9 progress/coordination meetings with the Owner/Contractor	10	28					$6,502	$500		$7,002	$0	$7,002
	C.Evaluate and respond to construction material submittals and shop drawings		8	24				$4,272			$4,272	$0	$4,272
	D. Issue instructions to the Contractor on behalf of the Owner/respond to RFIs		20	8				$3,920			$3,920	$0	$3,920
	E. Review Contractor's pay requests		4	8				$1,616			$1,616	$0	$1,616
	F. Maintain a set of working drawings and prepare and furnish record drawings		8		12			$2,568			$2,568	$0	$2,568
	G. Provide periodic site visits as necessary		80					$11,520	$290		$11,810	$0	$11,810
	Oversee acceptance testing		20					$2,880	$100		$2,980	$0	$2,980
	H. Survey - Field checking quantities, Contractor's layout, etc. (14 hours)					14		$3,430	$250		$3,680	$0	$3,680
	I.Prepare change orders		8	16				$3,232			$3,232	$0	$3,232
	J. Substantial completion project inspection		8					$1,152	$250		$1,402	$0	$1,402
	Punch List		12					$1,728			$1,728	$0	$1,728
	K. Final completion project inspection		8					$1,152	$240		$1,392	$0	$1,392
	Review final project closing documents	1	8					$1,399			$1,399	$0	$1,399
	Submit final pay request		2					$288			$288	$0	$288
	Subtotal - TASK (9 CONSTRUCTION PHASE SERVICES)	**12**	**220**	**56**	**12**	**14**	**0**	**$46,770**	**$1,730**	**$0**	**$48,500**	**$0**	**$48,500**
	Project Totals	**14**	**314**	**104**	**12**	**14**	**8**	**$68,384**	**$2,116**	**$0**	**$70,500**	**$0**	**$70,500**
	Project Totals (Cost)	**$3,458.00**	**$45,216.00**	**$13,520.00**	**$1,416.00**	**$3,430.00**	**$1,344.00**						

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1828

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Bid 24-24 Goins Enterprises, Inc. – Construction, 24-Inch Waterline Replacement**

RECOMMENDATION:
Staff recommends awarding Bid 24-24 and approving a construction contract with Goins Enterprises, Inc. in the amount of $3,856,107.50 for construction of an 18-inch diameter waterline replacing the aged 24-inch waterline from Martin Luther King Blvd. to S. School Ave., approval of a project contingency in the amount of $73,392.50, and approval of a budget adjustment.

BACKGROUND:
On February 20, 2024, the City of Fayetteville accepted sealed competitive bids for the 24-inch Waterline Replacement project. Goins Enterprises, Inc. submitted the lowest bid. All bids are shown here with deductive alternate pricing indicated:

	Goins Enterprises, Inc.		Brothers Construction, Inc.	
Base Bid		$6,225,520.00		$6,896,545.00
Base Bid Less Deductive 1	$1,271,812.50	$4,953,707.50	$1,573,037.50	$5,323,507.50
Base Bid Less Deductive 2 (includes ded 1)	$2,369,412.50	**$3,856,107.50**	$2,653,320.00	$4,243,225.00
Base Bid Less Deductive 3 (includes ded 1 & 2)	$3,171,350.00	$3,054,170.00	$3,504,370.00	$3,392,175.00

DISCUSSION:
$4,000,000 was budgeted originally and the initial project bidding was significantly over-budget. The project was re-bid with deductive alternates and several value-engineering items. Therefore, the award recommendation is to remove deductive alternates 1 and 2 resulting in Goins contract price of $3,856,107.50.

BUDGET/STAFF IMPACT:
Funds will be transferred from the General Fund with amounts assigned to this project. Funds being transferred in from the General Fund for this project are funds that were reimbursed for revenue losses that occurred during 2022 due to the COVID pandemic.

ATTACHMENTS: SRF (#3), BA (#4), Vicinity Maps (#5), Bid 24-24, Bid Tab - Final (#6), Bid 24-24, Submittal -

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

File #: 2024-1828

Bid 24-24 Goins Enterprises, Inc. – Construction, 24-Inch Waterline Replacement

A RESOLUTION TO AWARD BID # 24-24 AND AUTHORIZE A CONTRACT WITH GOINS ENTERPRISES, INC. IN THE AMOUNT OF $3,856,107.50 FOR THE REPLACEMENT OF A WATERLINE FROM MARTIN LUTHER KING JUNIOR BOULEVARD TO SOUTH SCHOOL AVENUE, TO APROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $73,392.50, 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 No. 24-24 and authorizes Mayor Jordan to sign a contract with Goins Enterprises, Inc. in the amount of $3,856,107.50 for the construction of an 18-inch waterline to replace the aging 24-inch waterline from Martin Luther King, Jr. Boulevard to South School Avenue, and further approves a project contingency in the amount of $73,392.50.

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

2024-1828

Item ID

4/2/2024

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

Tim Nyander	3/13/2024	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends awarding Bid 24-24 and approving a construction contract with Goins Enterprises, Inc. in the amount of $3,856,107.50 for construction of an 18-inch diameter waterline replacing the aged 24-inch waterline from Martin Luther King Blvd. to S. School Ave., approval of a project contingency in the amount of $73,392.50, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5808.00	Water and Sewer
Account Number	Fund
12009.2401	Water System Rehabilitation & Replacement
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	4,383,263.00
		Expenses (Actual+Encum)	$	1,562,151.67
		Available Budget	$	2,821,111.33
Does item have a direct cost?	Yes	Item Cost	$	3,929,500.00
s a Budget Adjustment attached?	Yes	Budget Adjustment	$	4,000,000.00
		Remaining Budget	$	2,891,611.33

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 adjustment is needed in the Water System Rehabilitation & Replacement project for engineering costs (Item#2024-1829) and construction costs of an 18-inch diameter waterline replacing the aged 24-inch waterline from Martin Luther King Blvd to S. Schoool Ave. Funds will be transferred from the General Fund with amounts assigned to this project. Funds being transferred in from the General Fund for this project are funds that were reimbursed for revenue losses that occurred during 2022 due to the COVID pandemic.

COUNCIL DATE: 4/2/2024

ITEM ID#: **2024-1828**

Holly Black
3/14/2024 2:01 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024222

TOTAL	8,000,000	8,000,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.090.6600-7602.40	4,000,000	-	57039	2401	EX	Transfers To Funds - Water & Sewer Fund
1010.001.0001-4999.99	-	4,000,000			RE	Use Fund Balance - Current
5400.720.5600-6602.01	-	4,000,000	12009	2401	RE	Transfer from Fund - General
5400.720.5600-5808.00	3,929,500	-	12009	2401	EX	Improvements - Water Line
5400.720.5600-5314.00	70,500	-	12009	2401	EX	Professional Services
	-	-				
	-	-				
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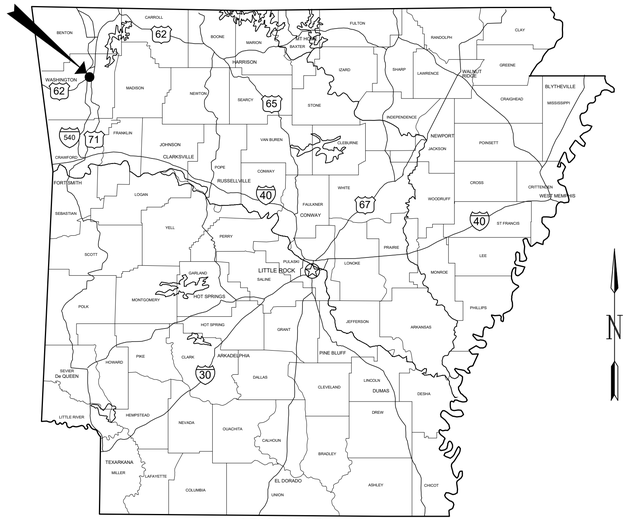
	-	-				

24-INCH WATER LINE REPLACEMENT

CITY OF FAYETTEVILLE

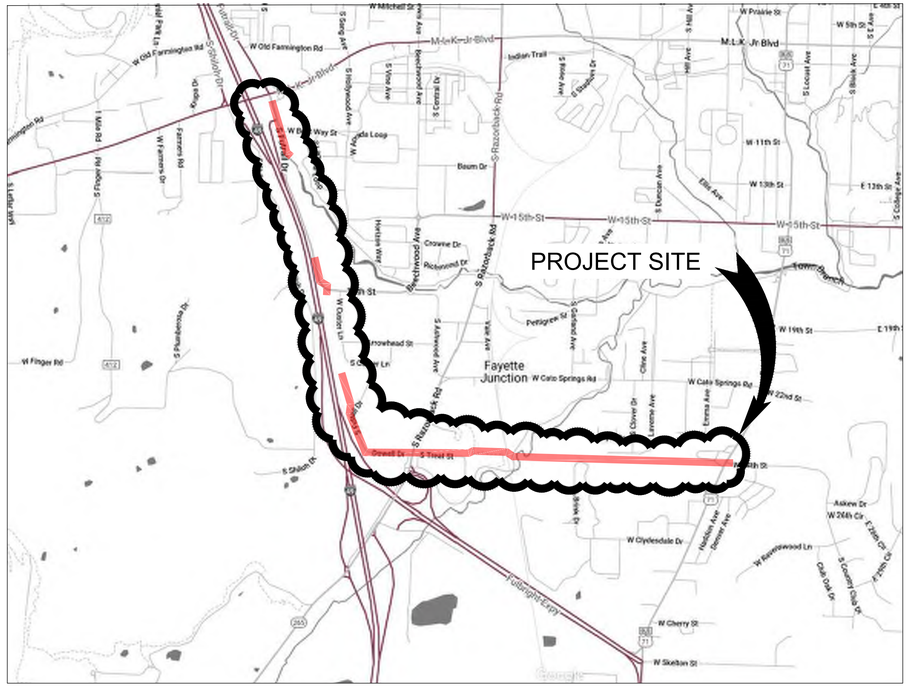
WASHINGTON COUNTY, ARKANSAS

FAYETTEVILLE, AR



ARKANSAS

LOCATION MAP



VICINITY MAP

NO SCALE

INDEX OF DRAWINGS		
SHEET NUMBER	DWG. NO.	SHEET TITLE
1	G001	COVER
2	G002	GENERAL NOTES
3	G003	NORTH WATER LINE SHEET KEY
4	G004	SOUTH WATER LINE SHEET KEY
5-23	W101-W119	PLAN AND PROFILES 1-19
24	WD501	DETAILS I
25	WD502	DETAILS II
26	WD503	DETAILS III
27	WD504	DETAILS IV
28	WD505	DETAILS V
29	WD506	DETAILS VI
30	WD507	DETAILS VII
31	WD508	DETAILS VIII
32	ED509	EROSION CONTROL DETAILS I
33	ED510	EROSION CONTROL DETAILS II

GARVER

2049 E. Joyce Blvd.
Suite. 400
Fayetteville, AR 72703
(479) 527-9100

CITY OF FAYETTEVILLE
ARKANSAS

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CERTIFICATE OF AUTHORIZATION
GARVER LLC
No. 766
ARKANSAS ENGINEER

REV.	DATE	DESCRIPTION	BY

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

24-INCH WATER LINE REPLACEMENT

COVER

JOB NO.: 21W01161
DATE: DEC. 2023
DESIGNED BY: RAP
DRAWN BY: VLS

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
G001

SHEET NUMBER **1**

File: L:\2021\21W01161 - Fayetteville 24-inch Water Line\Drawings\FAYW-G001-COVER.dwg Last Save: 10/4/2023 1:04 PM Last saved by: Elholcomb
Last plotted by: Dawson, William L. (Logan) Plot Style: AECmono.ctb Plot Scale: 1:2.5849 Plot Date: 12/14/2023 10:42 AM Plotter used: None

LEGEND

- PROPOSED HYDRANTS
- PROPOSED IN-LINE VALVE
- EXISTING HYDRANTS
- EXISTING VALVES

EXISTING 12" WATER LINE UNDER I49 IS NOT IN SERVICE

CP #1

CP #2

MLK JR. BLVD

ISOLATION VALVE CLOSURE

W101

ISOLATION VALVE CLOSURE

PROPOSED WATER LINE REPLACEMENT

W102

FUTURE WATER LINE RELOCATION (BY OTHERS)

S FUTRALL DR.

I49

W103

PROPOSED WATER LINE REPLACEMENT

W104

ISOLATION VALVE CLOSURE

CP #3

CP #4

18TH ST.

ISOLATION VALVE CLOSURE

ISOLATION VALVE CLOSURE

N

0 100' 200' 400' 600'

(IN FEET)

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CERTIFICATE OF AUTHORIZATION
GARVER LLC
No. 766
ARKANSAS—ENGINEER

REV	DATE	DESCRIPTION	BY

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

24-INCH WATER LINE REPLACEMENT

NORTH WATER LINE
SHEET KEY

JOB NO.: 21W01161
DATE: DEC. 2023
DESIGNED BY: RAP
DRAWN BY: VLS

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
G003

SHEET NUMBER **3**

File: L:\2021\21W01161 - Fayetteville 24-inch Water Line\Drawings\FAYW-G003-KEY.dwg Last Save: 7/28/2023 10:33 AM Last saved by: RAPottinger
Last plotted by: Dawson, William L. (Logan) Plot Style: AECmono.ctb Plot Scale: 1:0.4255 Plot Date: 12/14/2023 10:42 AM Plotter used: DWG To PDF.pc3

LEGEND

- PROPOSED HYDRANTS
- PROPOSED IN-LINE VALVE
- EXISTING HYDRANTS
- EXISTING VALVES

CP #3
CP #4
18TH ST.
ISOLATION VALVE CLOSURE
EXISTING 18" HDPE TO REMAIN (PREVIOUS 24" SLIPLINE)
I49
PROPOSED WATER LINE REPLACEMENT
W105
W106
W107
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
DA 3
S FUTRALL DR.
S RAZORBACK RD. (STATE HWY 16)
DA 2
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
RAILROAD
DA 1
CP #10
W108
W109
W110
W111
W112
W113
W114
W115
W116
W117
W118
W119
CP #7
CP #6
CP #5
CP #9
CP #8
S TREAT ST.
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
S SCHOOL AVE.
W 24TH ST.
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE
ISOLATION VALVE CLOSURE

N

0 150' 300' 600' 900'
(IN FEET)

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ARKANSAS ENGINEER

REV.	DATE	DESCRIPTION	BY

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

24-INCH WATER LINE REPLACEMENT

SOUTH WATER LINE
SHEET KEY

JOB NO.: 21W01161
DATE: DEC. 2023
DESIGNED BY: RAP
DRAWN BY: VLS

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
G004

SHEET NUMBER **4**

File: L:\2021\21W01161 - Fayetteville 24-inch Water Line\Drawings\FAYW-G004-KEY.dwg Last Save: 8/4/2023 8:55 AM Last saved by: RAPottinger
Last plotted by: Dawson, William L. (Logan) Plot Style: AECmono.ctb Plot Scale: 1:0.4255 Plot Date: 12/14/2023 10:42 AM Plotter used: DWG To PDF.pc3

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 24-24, Construction - 24-Inch Water Line Replacement Rebid

DEADLINE: Tuesday, February 20, 2024 at 2:00 PM

Certification of Funds: $4,000,000.00 *($5,000,000.00 total allowed)*

				Goins Enterprises Inc		Brothers Construction Inc	
		Total Bid after Ded. Alt. #1		$4,953,707.50		$5,323,507.50	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Total Base Bid	1	EA	$6,225,520.00		$6,896,545.00	
1.1	Mobilization (Not to Exceed 5% of Base Bid, not including bonds and insurance)	1	LS	$200,000.00		$200,000.00	
1.2	Bonds and Insurance	1	LS	$160,000.00		$65,000.00	
1.3	Clearing and Grubbing and Site Restoration	1	LS	$97,000.00		$300,000.00	
1.4	Traffic Control	1	LS	$28,000.00		$25,000.00	
1.5	Trench Excavation and Safety System	1	LS	$52,000.00		$30,000.00	
1.6	Erosion Control	1	LS	$30,000.00		$60,000.00	
1.7	Construction Staking	1	LS	$20,000.00		$45,000.00	
1.8	Material and Acceptance Testing	1	LS	$9,000.00		$60,000.00	
1.9	Dewatering	1	LS	$19,000.00		$22,000.00	
1.10	20" DR11 HDPE Water Line - Slipline Installation	1800	LF	$375.00		$500.00	
1.11	18" AWWA C900 DR18 PVC Water Line - Open Cut	40	LF	$245.00		$165.00	
1.12	18" AWWA C900 DR18 PVC - Remove and Replace	6600	LF	$255.00		$178.00	
1.13	18" AWWA C900 DR18 PVC	600	LF	$195.00		$240.00	
1.14	12" AWWA C900 DR18 PVC Water Line - Open Cut	320	LF	$245.00		$150.00	
1.15	8" AWWA C900 DR18 PVC Water Line - Open Cut	300	LF	$220.00		$120.00	
1.16	Replace Existing Service Line	30	LF	$150.00		$164.00	
1.17	36" Steel Encasement (Bore)	600	LF	$1,500.00		$2,200.00	
1.18	24" x 18" Tapping Sleeve and Valve	1	EA	$57,000.00		$45,000.00	
1.19	12" x 12" Tapping Sleeve and Valve	5	EA	$13,500.00		$19,500.00	
1.20	8" x 8" Tapping Sleeve and Valve	5	EA	$10,000.00		$15,000.00	
1.21	20" Butterfly Valve	1	EA	$12,800.00		$24,000.00	
1.22	18" Butterfly Valve	14	EA	$15,300.00		$18,500.00	
1.23	12" Butterfly Valve	8	EA	$9,500.00		$18,000.00	
1.24	Remove and Dispose Existing Butterfly Valve	7	EA	$3,600.00		$1,225.00	
1.25	R&R Existing 24" Butterfly Valve with 18" Butterfly Valve	1	EA	$18,500.00		$18,500.00	
1.26	8" Gate Valve	4	EA	$5,000.00		$4,500.00	
1.27	8" Inserta Valve	1	EA	$15,000.00		$16,550.00	
1.28	Install 3" Air Release Valve	3	EA	$12,600.00		$11,330.00	
1.29	Remove and Replace Air Release Valve	2	EA	$12,000.00		$12,400.00	
1.30	24" Water Line Cut and Cap	1	EA	$15,000.00		$9,890.00	
1.31	12" Water Line Cut and Cap	5	EA	$7,200.00		$4,700.00	
1.32	8" Water Line Cut and Cap	5	EA	$6,700.00		$4,150.00	
1.33	Anchor Collar for 18" Lines	2	EA	$8,610.00		$16,550.00	
1.34	Anchor Collar for 8" and 12" Lines	10	EA	$4,000.00		$4,700.00	
1.35	Flowable Fill	15	CY	$400.00		$225.00	
1.36	Ductile Iron Fittings	38600	LB	$12.00		$22.00	
1.37	Install Fire Hydrant Assembly	10	EA	$14,000.00		$8,875.00	
1.38	Remove and Replace Existing Fire Hydrant Assembly	2	EA	$16,000.00		$8,850.00	
1.39	Remove and Dispose Existing Fire Hydrant Assembly	2	EA	$2,500.00		$1,130.00	
1.40	Remove and Replace Existing Water Meter	2	EA	$2,000.00		$5,350.00	
1.41	Remove and Dispose of Existing Blow Off Valve Assembly	1	EA	$1,000.00		$550.00	
1.42	Install Blow Off Assembly	2	EA	$2,800.00		$2,425.00	
1.43	Remove and Dispose Existing Valve Box	11	EA	$1,000.00		$280.00	
1.44	Remove and Dispose Existing Tee	12	EA	$3,000.00		$565.00	
1.45	Water Line Marker and Tracer Wire Port	15	EA	$250.00		$330.00	
1.46	Groundwater Mitigation Dam	8	EA	$1,000.00		$1,150.00	
1.47	Tracer Wire Port	5	EA	$200.00		$230.00	
1.48	Marker with Water Line Depth/Size (Railroad Crossing)	2	EA	$250.00		$460.00	
1.49	Temporary Access Road (W 24th Street)	400	SY	$52.00		$33.00	
1.50	Rock Excavation	400	CY	$200.00		$250.00	
1.51	Undercut and Backfill	300	CY	$50.00		$60.00	
1.52	Class 7 Compacted Base Course	1000	CY	$35.00		$60.00	
1.53	Bedding and Pipe Zone Material	6650	LF	$35.00		$18.50	
1.54	Spot Dig and Verify Utility Locations	1	LS	$58,000.00		$39,000.00	
1.55	$3,900 Railroad Right of Entry Permit	1	LS	$4,000.00		$3,900.00	
1.56	Remove and Replace Existing Fence	110	LF	$30.00		$48.00	
1.57	Grout In Annular Space (Slipline)	1800	LF	$66.00		$83.00	
1.58	CCTV Inspection and Cleaning	2400	LF	$13.50		$17.00	
	Deductive Alternate #1			**$1,271,812.50**		**$1,573,037.50**	
2.1	18" AWWA C900 DR18 PVC - Remove and Replace	1100	LF	$255.00		$178.00	
2.2	18" AWWA C900 DR18 PVC	475	LF	$195.00		$240.00	
2.3	8" AWWA C900 DR18 PVC Water Line - Open Cut	30	LF	$245.00		$120.00	
2.4	36" Steel Encasement (Bore)	475	LF	$1,500.00		$2,200.00	
2.5	8" x 8" Tapping Sleeve and Valve	1	EA	$10,000.00		$15,000.00	
2.6	18" Butterfly Valve	2	EA	$15,300.00		$18,500.00	
2.7	Remove and Dispose Existing Butterfly Valve	1	EA	$3,600.00		$1,225.00	
2.8	8" Gate Valve	1	EA	$5,000.00		$4,500.00	
2.9	Install 3" Air Release Valve	1	EA	$12,600.00		$11,330.00	
2.10	8" Water Line Cut and Cap	1	EA	$6,700.00		$4,150.00	
2.11	Anchor Collar for 8" and 12" Lines	1	EA	$4,000.00		$4,700.00	
2.12	Ductile Iron Fittings	4700	LB	$12.00		$22.00	
2.13	Remove and Dispose Existing Valve Box	2	EA	$1,000.00		$280.00	
2.14	Water Line Marker and Tracer Wire Port	5	EA	$250.00		$330.00	
2.15	Tracer Wire Port	2	EA	$200.00		$230.00	
2.16	Undercut and Backfill	45	CY	$50.00		$60.00	
2.17	Bedding and Pipe Zone Material	1075	LF	$35.00		$18.50	
2.18	CCTV Inspection and Cleaning	475	LF	$13.50		$17.00	
	Deductive Alternate #2 - Not Used			$2,369,412.50		$2,653,320.00	
3.1	20" DR11 HDPE Water Line - Slipline Installation	250	LF	$375.00		$500.00	
3.2	18" AWWA C900 DR18 PVC - Remove and Replace	3150	LF	$255.00		$178.00	
3.3	18" AWWA C900 DR18 PVC	475	LF	$195.00		$240.00	
3.4	12" AWWA C900 DR18 PVC Water Line - Open Cut	120	LF	$245.00		$150.00	
3.5	8" AWWA C900 DR18 PVC Water Line - Open Cut	65	LF	$220.00		$120.00	
3.6	Replace Existing Service Line	20	LF	$150.00		$164.00	

3.7	36" Steel Encasement (Bore)	475	LF	$1,500.00		$2,200.00	
3.8	12" x 12" Tapping Sleeve and Valve	2	EA	$13,500.00		$19,500.00	
3.9	8" x 8" Tapping Sleeve and Valve	2	EA	$10,000.00		$15,000.00	
3.10	18" Butterfly Valve	5	EA	$15,300.00		$18,500.00	
3.11	12" Butterfly Valve	3	EA	$9,500.00		$18,000.00	
3.12	Remove and Dispose Existing Butterfly Valve	2	EA	$3,600.00		$1,225.00	
3.13	8" Gate Valve	1	EA	$5,000.00		$4,500.00	
3.14	Install 3" Air Release Valve	3	EA	$12,600.00		$11,330.00	
3.16	12" Water Line Cut and Cap	2	EA	$7,200.00		$4,700.00	
3.17	8" Water Line Cut and Cap	2	EA	$6,700.00		$4,150.00	
3.18	Anchor Collar for 8" and 12" Lines	4	EA	$4,000.00		$4,700.00	
3.19	Ductile Iron Fittings	14600	LB	$12.00		$22.00	
3.20	Remove and Replace Existing Fire Hydrant Assembly	1	EA	$16,000.00		$8,850.00	
3.22	Remove and Dispose of Existing Blow Off Valve Assembly	1	EA	$1,000.00		$550.00	
3.23	Remove and Dispose Existing Valve Box	5	EA	$1,000.00		$280.00	
3.24	Water Line Marker and Tracer Wire Port	7	EA	$250.00		$330.00	
3.26	Tracer Wire Port	4	EA	$200.00		$230.00	
3.27	Marker with Water Line Depth/Size (Railroad Crossing)	2	EA	$250.00		$460.00	
3.28	Undercut and Backfill	120	CY	$50.00		$60.00	
3.29	Class 7 Compacted Base Course	800	CY	$35.00		$60.00	
3.30	Bedding and Pipe Zone Material	3150	LF	$35.00		$18.50	
3.31	$3,900 Railroad Right of Entry Permit	1	LS	$4,000.00		$3,900.00	
3.32	Grout In Annular Space (Slipline)	250	LF	$66.00		$83.00	
3.33	CCTV Inspection and Cleaning	725	LF	$13.50		$17.00	
	Deductive Alternate #3 - Not Used			$3,171,350.00		$3,504,370.00	
4.1	20" DR11 HDPE Water Line - Slipline Installation	250	LF	$375.00		$500.00	
4.2	18" AWWA C900 DR18 PVC - Remove and Replace	4450	LF	$255.00		$178.00	
4.3	18" AWWA C900 DR18 PVC	600	LF	$195.00		$240.00	
4.4	12" AWWA C900 DR18 PVC Water Line - Open Cut	165	LF	$245.00		$150.00	
4.5	8" AWWA C900 DR18 PVC Water Line - Open Cut	65	LF	$220.00		$120.00	
4.6	Replace Existing Service Line	20	LF	$150.00		$164.00	
4.7	36" Steel Encasement (Bore)	600	LF	$1,500.00		$2,200.00	
4.8	12" x 12" Tapping Sleeve and Valve	3	EA	$13,500.00		$19,500.00	
4.9	8" x 8" Tapping Sleeve and Valve	2	EA	$10,000.00		$15,000.00	
4.10	18" Butterfly Valve	8	EA	$15,300.00		$18,500.00	
4.11	12" Butterfly Valve	4	EA	$9,500.00		$18,000.00	
4.12	Remove and Dispose Existing Butterfly Valve	4	EA	$3,600.00		$1,225.00	
4.14	8" Gate Valve	1	EA	$5,000.00		$4,500.00	
4.15	Install 3" Air Release Valve	3	EA	$12,600.00		$11,330.00	
4.16	Remove and Replace Air Release Valve	2	EA	$12,000.00		$12,400.00	
4.17	12" Water Line Cut and Cap	3	EA	$7,200.00		$4,700.00	
4.18	8" Water Line Cut and Cap	2	EA	$6,700.00		$4,150.00	
4.19	Anchor Collar for 8" and 12" Lines	5	EA	$4,000.00		$4,700.00	
4.20	Ductile Iron Fittings	20900	LB	$12.00		$22.00	
4.21	Install Fire Hydrant Assembly	1	EA	$14,000.00		$8,875.00	
4.22	Remove and Replace Existing Fire Hydrant Assembly	1	EA	$16,000.00		$8,850.00	
4.23	Remove and Dispose of Existing Blow Off Valve Assembly	1	EA	$1,000.00		$550.00	
4.24	Remove and Dispose of Existing Valve Box	6	EA	$1,000.00		$280.00	
4.25	Water Line Marker and Tracer Wire Port	10	EA	$250.00		$330.00	
4.26	Tracer Wire Port	5	EA	$200.00		$230.00	
4.27	Marker with Water Line Depth/Size (Railroad Crossing)	2	EA	$250.00		$460.00	
4.28	Undercut and Backfill	165	CY	$50.00		$60.00	
4.29	Class 7 Compacted Base Course	850	CY	$35.00		$60.00	
4.30	Bedding and Pipe Zone Material	4450	LF	$35.00		$18.50	
4.31	$3,900 Railroad Right of Entry Permit	1	LS	$4,000.00		$3,900.00	
4.32	Grout In Annular Space (Slipline)	250	LF	$66.00		$83.00	
4.33	CCTV Inspection and Cleaning	850	LF	$13.50		$17.00	

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

K Fitch 2/20/24

Kenny Fitch, Purchasing Agent

Amanda R 2/20/24

Amanda Beilfuss, Sr. Purchasing Agent

Bid 24-24 Addendum 3
Goins Enterprises Inc
Supplier Response

Event Information

Number: Bid 24-24 Addendum 3
Title: Construction - 24-Inch Water Line Replacement Rebid
Type: Invitation to Bid
Issue Date: 1/21/2024
Deadline: 2/20/2024 02:00 PM (CT)
Notes: The City of The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction and installation of 9,000 LF of 18” water line (using combination of slip line, jack and bore, and open cut), 320 LF of 12” water line, 300 LF of 8” water line and appurtenances. 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

Goins Enterprises Inc Information

Contact: Jerry Goins
Address: 3255 N County Lane 252
Joplin,, MO 64801
Phone: (417) 659-6082
Email: contact@goinsent.com

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

Jim Thomason
Signature

contact@goinsent.com
Email

Submitted at 2/20/2024 01:49:20 PM (CT)

Requested Attachments

Bid 24-24, Bid Bond MX-3570N_20240219_170102.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 24-24, Required Signature Forms MX-3570N_20240220_080815.pdf

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

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** 824590381
2	**Arkansas Contractor License Number:** 0328430524
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 **Package Header**

Total Base Bid

Quantity: 1 Total: $6,225,520.00

Package Items

1.1 Mobilization (Not to Exceed 5% of Base Bid, not including bonds and insurance)

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

1.2 Bonds and Insurance

Quantity: 1 UOM: LS Price: $160,000.00 Total: $160,000.00

1.3 Clearing and Grubbing and Site Restoration

Quantity: 1 UOM: LS Price: $97,000.00 Total: $97,000.00

1.4 Traffic Control

Quantity: 1 UOM: LS Price: $28,000.00 Total: $28,000.00

1.5 Trench Excavation and Safety System

Quantity: 1 UOM: LS Price: $52,000.00 Total: $52,000.00

1.6 Erosion Control

Quantity: 1 UOM: LS Price: $30,000.00 Total: $30,000.00

1.7 Construction Staking

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

1.8 Material and Acceptance Testing

Quantity: 1 UOM: LS Price: $9,000.00 Total: $9,000.00

1.9 Dewatering

Quantity: 1 UOM: LS Price: $19,000.00 Total: $19,000.00

1.10 20" DR11 HDPE Water Line - Slipline Installation

Quantity: 1800 UOM: LF Price: $375.00 Total: $675,000.00

1.11 18" AWWA C900 DR18 PVC Water Line - Open Cut

Quantity: 40 UOM: LF Price: $245.00 Total: $9,800.00

1.12 18" AWWA C900 DR18 PVC - Remove and Replace

Quantity: 6600 UOM: LF Price: $255.00 Total: $1,683,000.00

1.13 18" AWWA C900 DR18 PVC

Quantity: 600 UOM: LF Price: $195.00 Total: $117,000.00

1.14 12" AWWA C900 DR18 PVC Water Line - Open Cut

Quantity: 320 UOM: LF Price: $245.00 Total: $78,400.00

1.15 8" AWWA C900 DR18 PVC Water Line - Open Cut

Quantity: 300 UOM: LF Price: $220.00 Total: $66,000.00

1.16 Replace Existing Service Line

Quantity: 30 UOM: LF Price: $150.00 Total: $4,500.00

1.17 36" Steel Encasement (Bore)

Quantity: 600 UOM: LF Price: $1,500.00 Total: $900,000.00

1.18 24" x 18" Tapping Sleeve and Valve

Quantity: 1 UOM: EA Price: $57,000.00 Total: $57,000.00

1.19 12" x 12" Tapping Sleeve and Valve

Quantity: 5 UOM: EA Price: $13,500.00 Total: $67,500.00

1.20 8" x 8" Tapping Sleeve and Valve

Quantity: 5 UOM: EA Price: $10,000.00 Total: $50,000.00

1.21 20" Butterfly Valve

Quantity: 1 UOM: EA Price: $12,800.00 Total: $12,800.00

1.22 18" Butterfly Valve

Quantity: 14 UOM: EA Price: $15,300.00 Total: $214,200.00

1.23 12" Butterfly Valve

Quantity: 8 UOM: EA Price: $9,500.00 Total: $76,000.00

1.24 Remove and Dispose Existing Butterfly Valve

Quantity: 7 UOM: EA Price: $3,600.00 Total: $25,200.00

1.25 R&R Existing 24" Butterfly Valve with 18" Butterfly Valve

Quantity: 1 UOM: EA Price: $18,500.00 Total: $18,500.00

1.26 8" Gate Valve

Quantity: 4 UOM: EA Price: $5,000.00 Total: $20,000.00

1.27 8" Inserta Valve

Quantity: 1 UOM: EA Price: $15,000.00 Total: $15,000.00

1.28 Install 3" Air Release Valve

Quantity: 3 UOM: EA Price: $12,600.00 Total: $37,800.00

1.29 Remove and Replace Air Release Valve

Quantity: 2 UOM: EA Price: $12,000.00 Total: $24,000.00

1.30 24" Water Line Cut and Cap

Quantity: 1 UOM: EA Price: $15,000.00 Total: $15,000.00

1.31 12" Water Line Cut and Cap

Quantity: 5 UOM: EA Price: $7,200.00 Total: $36,000.00

1.32 8" Water Line Cut and Cap

Quantity: 5 UOM: EA Price: $6,700.00 Total: $33,500.00

1.33 Anchor Collar for 18" Lines

Quantity: 2 UOM: EA Price: $8,610.00 Total: $17,220.00

1.34 Anchor Collar for 8" and 12" Lines

Quantity: 10 UOM: EA Price: $4,000.00 Total: $40,000.00

1.35 Flowable Fill

Quantity: 15 UOM: CY Price: $400.00 Total: $6,000.00

1.36 Ductile Iron Fittings

Quantity: 38600 UOM: LB Price: $12.00 Total: $463,200.00

1.37 Install Fire Hydrant Assembly

Quantity: 10 UOM: EA Price: $14,000.00 Total: $140,000.00

1.38 Remove and Replace Existing Fire Hydrant Assembly

Quantity: 2 UOM: EA Price: $16,000.00 Total: $32,000.00

1.39 Remove and Dispose Existing Fire Hydrant Assembly

Quantity: 2 UOM: EA Price: $2,500.00 Total: $5,000.00

1.40 Remove and Replace Existing Water Meter

Quantity: 2 UOM: EA Price: $2,000.00 Total: $4,000.00

1.41 Remove and Dispose of Existing Blow Off Valve Assembly

Quantity: 1 UOM: EA Price: $1,000.00 Total: $1,000.00

1.42 Install Blow Off Assembly

Quantity: 2 UOM: EA Price: $2,800.00 Total: $5,600.00

1.43 Remove and Dispose Existing Valve Box

Quantity: 11 UOM: EA Price: $1,000.00 Total: $11,000.00

1.44 Remove and Dispose Existing Tee

Quantity: 12 UOM: EA Price: $3,000.00 Total: $36,000.00

1.45 Water Line Marker and Tracer Wire Port

Quantity: 15 UOM: EA Price: $250.00 Total: $3,750.00

1.46 Groundwater Mitigation Dam

Quantity: 8 UOM: EA Price: $1,000.00 Total: $8,000.00

1.47 Tracer Wire Port

Quantity: 5 UOM: EA Price: $200.00 Total: $1,000.00

1.48 Marker with Water Line Depth/Size (Railroad Crossing)

Quantity: 2 UOM: EA Price: $250.00 Total: $500.00

1.49 Temporary Access Road (W 24th Street)

Quantity: 400 UOM: SY Price: $52.00 Total: $20,800.00

1.50 Rock Excavation

Quantity: 400 UOM: CY Price: $200.00 Total: $80,000.00

1.51 Undercut and Backfill

Quantity: 300 UOM: CY Price: $50.00 Total: $15,000.00

1.52 Class 7 Compacted Base Course

Quantity: 1000 UOM: CY Price: $35.00 Total: $35,000.00

1.53 Bedding and Pipe Zone Material

Quantity: 6650 UOM: LF Price: $35.00 Total: $232,750.00

1.54 Spot Dig and Verify Utility Locations

Quantity: 1 UOM: LS Price: $58,000.00 Total: $58,000.00

1.55 $3,900 Railroad Right of Entry Permit

Quantity: 1 UOM: LS Price: $4,000.00 Total: $4,000.00

1.56 Remove and Replace Existing Fence

Quantity: 110 UOM: LF Price: $30.00 Total: $3,300.00

1.57 Grout In Annular Space (Slipline)

Quantity: 1800 UOM: LF Price: $66.00 Total: $118,800.00

1.58 CCTV Inspection and Cleaning

Quantity: 2400 UOM: LF Price: $13.50 Total: $32,400.00

2 Package Header

Deductive Alternate #1

Deductive Alternate #1 includes the line items and quantities to be DEDUCTED from the Total Base Bid. Unit pricing shall be identical to unit pricing in Total Base Bid.

Quantity: 1 Total: $1,271,812.50

Package Items

2.1 18" AWWA C900 DR18 PVC - Remove and Replace

Quantity: 1100 UOM: LF Price: $255.00 Total: $280,500.00

2.2 18" AWWA C900 DR18 PVC

Quantity: 475 UOM: LF Price: $195.00 Total: $92,625.00

2.3 8" AWWA C900 DR18 PVC Water Line - Open Cut

Quantity: 30 UOM: LF Price: $245.00 Total: $7,350.00

2.4 36" Steel Encasement (Bore)

Quantity: 475 UOM: LF Price: $1,500.00 Total: $712,500.00

2.5 8" x 8" Tapping Sleeve and Valve

Quantity: 1 UOM: EA Price: $10,000.00 Total: $10,000.00

2.6 18" Butterfly Valve

Quantity: 2 UOM: EA Price: $15,300.00 Total: $30,600.00

2.7 Remove and Dispose Existing Butterfly Valve

Quantity: 1 UOM: EA Price: $3,600.00 Total: $3,600.00

2.8 8" Gate Valve

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

2.9 Install 3" Air Release Valve

Quantity: 1 UOM: EA Price: $12,600.00 Total: $12,600.00

2.10 8" Water Line Cut and Cap

Quantity: 1 UOM: EA Price: $6,700.00 Total: $6,700.00

2.11 Anchor Collar for 8" and 12" Lines

Quantity: 1 UOM: EA Price: $4,000.00 Total: $4,000.00

2.12 Ductile Iron Fittings

Quantity: 4700 UOM: LB Price: $12.00 Total: $56,400.00

2.13 Remove and Dispose Existing Valve Box

Quantity: 2 UOM: EA Price: $1,000.00 Total: $2,000.00

2.14 Water Line Marker and Tracer Wire Port

Quantity: 5 UOM: EA Price: $250.00 Total: $1,250.00

2.15 Tracer Wire Port

Quantity: 2 UOM: EA Price: $200.00 Total: $400.00

2.16 Undercut and Backfill

Quantity: 45 UOM: CY Price: $50.00 Total: $2,250.00

2.17 Bedding and Pipe Zone Material

Quantity: 1075 UOM: LF Price: $35.00 Total: $37,625.00

2.18 CCTV Inspection and Cleaning

Quantity: 475 UOM: LF Price: $13.50 Total: $6,412.50

3 Package Header

Deductive Alternate #2

Deductive Alternate #2 includes the line items and quantities to be DEDUCTED from the Total Base Bid. Unit pricing shall be identical to unit pricing in Total Base Bid.

Quantity: 1 Total: $2,369,412.50

Package Items

3.1 20" DR11 HDPE Water Line - Slipline Installation

Quantity: 250 UOM: LF Price: $375.00 Total: $93,750.00

3.2 18" AWWA C900 DR18 PVC - Remove and Replace

Quantity: 3150 UOM: LF Price: $255.00 Total: $803,250.00

3.3 18" AWWA C900 DR18 PVC

Quantity: 475 UOM: LF Price: $195.00 Total: $92,625.00

3.4 12" AWWA C900 DR18 PVC Water Line - Open Cut

Quantity: 120 UOM: LF Price: $245.00 Total: $29,400.00

3.5 8" AWWA C900 DR18 PVC Water Line - Open Cut

Quantity: 65 UOM: LF Price: $220.00 Total: $14,300.00

3.6 Replace Existing Service Line

Quantity: 20 UOM: LF Price: $150.00 Total: $3,000.00

3.7 36" Steel Encasement (Bore)

Quantity: 475 UOM: LF Price: $1,500.00 Total: $712,500.00

3.8 12" x 12" Tapping Sleeve and Valve

Quantity: 2 UOM: EA Price: $13,500.00 Total: $27,000.00

3.9 8" x 8" Tapping Sleeve and Valve

Quantity: 2 UOM: EA Price: $10,000.00 Total: $20,000.00

3.10 18" Butterfly Valve

Quantity: 5 UOM: EA Price: $15,300.00 Total: $76,500.00

3.11 12" Butterfly Valve

Quantity: 3 UOM: EA Price: $9,500.00 Total: $28,500.00

3.12 Remove and Dispose Existing Butterfly Valve

Quantity: 2 UOM: EA Price: $3,600.00 Total: $7,200.00

3.13 8" Gate Valve

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

3.14 Install 3" Air Release Valve

Quantity: 3 UOM: EA Price: $12,600.00 Total: $37,800.00

3.15 ***Line deleted as part of an Addendum***

3.16 12" Water Line Cut and Cap

Quantity: 2 UOM: EA Price: $7,200.00 Total: $14,400.00

3.17 8" Water Line Cut and Cap

Quantity: 2 UOM: EA Price: $6,700.00 Total: $13,400.00

3.18 Anchor Collar for 8" and 12" Lines

Quantity: 4 UOM: EA Price: $4,000.00 Total: $16,000.00

3.19 Ductile Iron Fittings

Quantity: 14600 UOM: LB Price: $12.00 Total: $175,200.00

3.20 Remove and Replace Existing Fire Hydrant Assembly

Quantity: 1 UOM: EA Price: $16,000.00 Total: $16,000.00

3.21 ***Line deleted as part of an Addendum***

3.22 Remove and Dispose of Existing Blow Off Valve Assembly

Quantity: 1 UOM: EA Price: $1,000.00 Total: $1,000.00

3.23 Remove and Dispose Existing Valve Box

Quantity: 5 UOM: EA Price: $1,000.00 Total: $5,000.00

3.24 Water Line Marker and Tracer Wire Port

Quantity: 7 UOM: EA Price: $250.00 Total: $1,750.00

3.25 ***Line deleted as part of an Addendum***

3.26 Tracer Wire Port

Quantity: 4 UOM: EA Price: $200.00 Total: $800.00

3.27 Marker with Water Line Depth/Size (Railroad Crossing)

Quantity: 2 UOM: EA Price: $250.00 Total: $500.00

3.28 Undercut and Backfill

Quantity: 120 UOM: CY Price: $50.00 Total: $6,000.00

3.29 Class 7 Compacted Base Course

Quantity: 800 UOM: CY Price: $35.00 Total: $28,000.00

3.30 Bedding and Pipe Zone Material

Quantity: 3150 UOM: LF Price: $35.00 Total: $110,250.00

3.31 $3,900 Railroad Right of Entry Permit

Quantity: 1 UOM: LS Price: $4,000.00 Total: $4,000.00

3.32 Grout In Annular Space (Slipline)

Quantity: 250 UOM: LF Price: $66.00 Total: $16,500.00

3.33 CCTV Inspection and Cleaning

Quantity: 725 UOM: LF Price: $13.50 Total: $9,787.50

4 Package Header

Deductive Alternate #3

Deductive Alternate #3 includes the line items and quantities to be DEDUCTED from the Total Base Bid.
Unit pricing shall be identical to unit pricing in Total Base Bid.

Quantity: 1 Total: $3,171,350.00

Package Items

4.1 20" DR11 HDPE Water Line - Slipline Installation

Quantity: 250 UOM: LF Price: $375.00 Total: $93,750.00

4.2 18" AWWA C900 DR18 PVC - Remove and Replace

Quantity: 4450 UOM: LF Price: $255.00 Total: $1,134,750.00

4.3 18" AWWA C900 DR18 PVC

Quantity: 600 UOM: LF Price: $195.00 Total: $117,000.00

4.4 12" AWWA C900 DR18 PVC Water Line - Open Cut

Quantity: 165 UOM: LF Price: $245.00 Total: $40,425.00

4.5 8" AWWA C900 DR18 PVC Water Line - Open Cut

Quantity: 65 UOM: LF Price: $220.00 Total: $14,300.00

4.6 Replace Existing Service Line

Quantity: 20 UOM: LF Price: $150.00 Total: $3,000.00

4.7 36" Steel Encasement (Bore)

Quantity: 600 UOM: LF Price: $1,500.00 Total: $900,000.00

4.8 12" x 12" Tapping Sleeve and Valve

Quantity: 3 UOM: EA Price: $13,500.00 Total: $40,500.00

4.9 8" x 8" Tapping Sleeve and Valve

Quantity: 2 UOM: EA Price: $10,000.00 Total: $20,000.00

4.10 18" Butterfly Valve

Quantity: 8 UOM: EA Price: $15,300.00 Total: $122,400.00

4.11 12" Butterfly Valve

Quantity: 4 UOM: EA Price: $9,500.00 Total: $38,000.00

4.12 Remove and Dispose Existing Butterfly Valve

Quantity: 4 UOM: EA Price: $3,600.00 Total: $14,400.00

4.13 ***Line deleted as part of an Addendum***

4.14 8" Gate Valve

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

4.15 Install 3" Air Release Valve

Quantity: 3 UOM: EA Price: $12,600.00 Total: $37,800.00

4.16 Remove and Replace Air Release Valve

Quantity: 2 UOM: EA Price: $12,000.00 Total: $24,000.00

4.17 12" Water Line Cut and Cap

Quantity: 3 UOM: EA Price: $7,200.00 Total: $21,600.00

4.18 8" Water Line Cut and Cap

Quantity: 2 UOM: EA Price: $6,700.00 Total: $13,400.00

4.19 Anchor Collar for 8" and 12" Lines

Quantity: 5 UOM: EA Price: $4,000.00 Total: $20,000.00

4.20 Ductile Iron Fittings

Quantity: 20900 UOM: LB Price: $12.00 Total: $250,800.00

4.21 Install Fire Hydrant Assembly

Quantity: 1 UOM: EA Price: $14,000.00 Total: $14,000.00

4.22 Remove and Replace Existing Fire Hydrant Assembly

Quantity: 1 UOM: EA Price: $16,000.00 Total: $16,000.00

4.23 Remove and Dispose of Existing Blow Off Valve Assembly

Quantity: 1 UOM: EA Price: $1,000.00 Total: $1,000.00

4.24 Remove and Dispose of Existing Valve Box

Quantity: 6 UOM: EA Price: $1,000.00 Total: $6,000.00

4.25 Water Line Marker and Tracer Wire Port

Quantity: 10 UOM: EA Price: $250.00 Total: $2,500.00

4.26 Tracer Wire Port

Quantity: 5 UOM: EA Price: $200.00 Total: $1,000.00

4.27 Marker with Water Line Depth/Size (Railroad Crossing)

Quantity: 2 UOM: EA Price: $250.00 Total: $500.00

4.28 Undercut and Backfill

Quantity: 165 UOM: CY Price: $50.00 Total: $8,250.00

4.29 Class 7 Compacted Base Course

Quantity: 850 UOM: CY Price: $35.00 Total: $29,750.00

4.30 Bedding and Pipe Zone Material

Quantity: 4450 UOM: LF Price: $35.00 Total: $155,750.00

4.31 $3,900 Railroad Right of Entry Permit

Quantity: 1 UOM: LS Price: $4,000.00 Total: $4,000.00

4.32 Grout In Annular Space (Slipline)

Quantity: 250 UOM: LF Price: $66.00 Total: $16,500.00

4.33 CCTV Inspection and Cleaning

Quantity: 850 UOM: LF Price: $13.50 Total: $11,475.00

Response Total: $13,038,095.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Goins Enterprises, Inc
3255 N County Lane 252
Joplin, MO 64801

SURETY:
(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

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

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

OWNER:
(Name, legal status and address)

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

BOND AMOUNT: $ 5% Five Percent of Amount Bid

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

Bid 24-24, Construction - 24-Inch Water Line Replacement Rebid; Project No. 21W01161

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 20th day of February, 2024

Bet Blue
(Witness)

Goins Enterprises, Inc
(Principal) *(Seal)*

By:
(Title) Estimator/Project Manager

Endurance Assurance Corporation
(Surety) *(Seal)*

By: Mary T Flanigan
(Title) Mary T. Flanigan / Attorney-in-Fact

Surety Phone No. 914-468-8000

S-0054/AS 8/10

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2775

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Charles R. Teter, III, Jeffrey C. Carey, Evan D. Sizemore, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Lavin, Kristin D. Thurber, Danielle R. Capps, Mariana Walker** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 20th day of February, 2024.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

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 #: 824590381 OR submit electronically.
- Arkansas Contractor License #: 0328430524 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

BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

	Completed*	**Spec. Section**
Attended Pre-Bid	☑	00 11 00
Acknowledgement of All Addenda	☑	
Bid contains the following forms:	☐	
1. Bid Form/Proposal (*including Unit Price Schedule – if applicable*)	☑	00 41 00
2. List of Manufacturers (if applicable)	☑	00 41 16
3. List of Proposed Subcontractors	☑	00 41 19
4. Bid Bond	☑	00 43 13
5. Qualifications Statement	☑	00 45 13
*Check when filled out, signed, and included with submission of bid packet.		

Within three (3) days after Bid Opening:
Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):
1. Bidder's Qualifications of Subcontractor (if requested)
2. Bid breakdown shall be provided to form the basis for the making of Progress Partial Payments

Within fifteen (15) days after Notice of Award:
Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:
1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

Prior to Construction:
Awarded Contractor required to submit Construction Schedule **before** construction begins.

Seal (if incorporated)

Bidder Name: Goms Enterprises, Inc

Address: 3255 N. County Lane 252

City, State, Zip Code: Joplin MO 64801

Contractor Number: 0328430524

Contact Name: Jim Thomason

Title: Sr. Estimator / Project Manager

Contact Number: 417-659-6082

Contact Email: contact@gomsent.com

Signature of Authorized Agent for Bidder: Jim Thomason

Date: 2-14-2024

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the 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 Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Agreement Form.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Arkansas as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award. An Arkansas Contractor's License and registration with the Arkansas Secretary of State are both required to be valid and current at time of bid deadline.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	2-1-24
2	2-9-24
3	2-14-24

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations

Bid 24-24, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Thursday, February 1, 2024

To: All Prospective Vendors

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

RE: Bid 24-24, Construction – 24-Inch Water Line Replacement Rebid

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

1. A non-mandatory Pre-Bid meeting was held in Room #111 of Fayetteville City Hall on Wednesday, January 31, 2024 at 10:00 AM. The sign-in sheet of attendees and Pre-Bid meeting agenda are 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. Ryan Pottinger, Garver
            4. Chris Buntin, Garver
        ii. Vendors:
            1. Brothers Construction
            2. Kirk's Excavation
            3. Schulle Supply
            4. Timco-Services

2. **ADDITIONAL PRE-BID MEETING – There will be an additional, non-mandatory Pre-Bid Meeting held Tuesday, February 6, 2024 at 3:00 PM via Zoom.** Information regarding the additional Pre-Bid Meeting (including Zoom link) is available on the project page on the City's electronic bidding portal. All interested parties are encouraged to attend.

3. **Revised Plan Sheets –**
    a. Revisions to Plan Sheets G003 and G004 include the general notes in the bottom left corner of the page. The note now references the Base Bid, Deductive Alternate #1, Deductive Alternate #2, and Deductive Alternate #3 to match the specifications (see Attachment B).

4. Clarification – There are no AIS requirements for this project.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 24-24, Addendum 2

CITY OF FAYETTEVILLE ARKANSAS

Date: Friday, February 9, 2024

To: All Prospective Vendors

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

RE: Bid 24-24, Construction – 24-Inch Water Line Replacement Rebid

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. An additional, non-mandatory Pre-Bid meeting was held online via Zoom on Tuesday, February 6, 2024 at 3:00 PM. The list of attendees is 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. Ryan Pottinger, Garver
            4. Chris Buntin, Garver
        ii. Vendors:
            1. Goins Enterprises
            2. Underground Solutions, Inc.

2. **THE BID DEADLINE HAS BEEN EXTENDED. All bids shall be due on Tuesday, February 20, 2024, no later than 2:00 PM.**

3. Line-Item Pricing – The following Line Items have been revised. Please refer to the online bidding portal for more information.
    a. Package #3 – DEDUCTIVE ALTERNATE #2
        i. Line Item #3.15 (Remove and Replace Air Release Valve) – Deleted and shall not be deducted.
        ii. Line Item #3.21 (Remove and Replace Existing Water Meter) – Deleted and shall not be deducted.
        iii. Line Item #3.25 (Groundwater Mitigation Dam) - Deleted and shall not be deducted.
        iv. Line Item #3.29 (Class 7 Compacted Base Course) – Quantity has changed to 800 CY.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

b. Package #4 – DEDUCTIVE ALTERNATE #3

i. Line Item #4.6 (Replace Existing Service Line) – Quantity has changed to 20 LF.
ii. Line Item #4.13 (R&R Existing 24" Butterfly Valve with 18" Butterfly Valve) – Deleted and shall not be deducted.
iii. Line Item #4.14 (8" Gate Valve) – Quantity has changed to 1 EA.
iv. Line Item #4.21 (Install Fire Hydrant Assembly) – Quantity has changed to 1 EA.
v. NEW LINE ITEM ADDED (Remove and Dispose of Existing Valve Box QTY: 6 EA)
vi. NEW LINE ITEM ADDED (Marker with Water Line Depth/Size (Railroad Crossing): QTY: 2 EA)

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

a. Question: Please confirm that bi-laterally restrained pipe is required for the carrier pipe inside the cased bores?

i. *Answer: This is correct. Bi-laterally restrained pipe is required for the carrier pipe inside the encased bores.*

b. Question: Please confirm that fully restrained 18" DR18 Fusible PVC pipe can be used as the carrier pipe for all cased bores.

i. *Answer: Fully restrained 18" DR18 Fusible PVC pipe will be permitted for all encased bores.*

c. Question: If 18" DR18 Fusible PVC pipe is used as the carrier pipe inside the cased bores, can the steel casing be downsized to 24" diameter?

i. *Answer: If 18" DR18 Fusible PVC pipe is used as the carrier pipe inside the encased bores, the steel casing can be downsized to 24" diameter. Prior to installation, contractor shall present means and methods to prevent damage to exterior of carrier pipe. Contractor shall bid accordingly.*

d. Question: If 18" DR18 Fusible PVC pipe is used as the carrier pipe inside the cased bores, can the casing spacers be omitted?

i. *Answer: Casing spacers can be omitted if fusible PVC pipe is used as the carrier pipe inside encased bores. Prior to installation, contractor shall present means and methods to prevent damage to exterior of carrier pipe.*

e. Question: If bedding material is unsuitable for open cut installation, is contractor required to undercut and backfill?

i. *Answer: Yes, contractor will be required to remove and replace material as necessary and as approved by Engineer. Measurement and payment for this work will be per Bid Item 1.51 – Undercut and Backfill.*

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

f. Question: When the Contractor removes the pipe to dispose of it, where should they dispose of it?

    i. *Answer: Contractor shall be responsible for locating proper disposal of existing pipe.*

g. Question: Can BFV's be substituted for RWGV's?

    i. *Answer: Fayetteville specifies butterfly valves on water lines 12" and larger. Gate valves will not be permitted for water lines 12" and larger.*

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 24-24, Addendum 3

CITY OF FAYETTEVILLE ARKANSAS

Date: Wednesday, February 14, 2024

To: All Prospective Vendors

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

RE: Bid 24-24, Construction – 24-Inch Water Line Replacement Rebid

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. **PLANS – The following Plan Sheet has been revised:**
    a. SHEET NUMBER 24
        i. Revisions include an additional open cut roadway repair detail that shall be used for repairs on ARDOT roadways (W. 18th Street). All other roadway repairs shall use City of Fayetteville roadway repair detail (Detail W2). Revised Plan Sheet is attached to this addendum.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Goins Enterprises, Inc

By:
[Signature] Jim Thomason

[Printed name] Jim Thomason Estimator / Project Manager

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Anna Crooks

[Printed name] Anna Crooks

Title: Office Assistant

Submittal Date: 2-14-24

Address for giving notices:

3255 N. County Lane 252
Joplin Mo 64801

Telephone Number: 417-659-6082

Fax Number: 417-656-6092

Contact Name and e-mail address: Jim Thomason
contact@goinsent.com

Bidder's License No.: 032843524
(where applicable)

Bidder's Federal Tax ID No.: 88-2802248

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GOINS ENTERPRISES, INC.

WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS

July 01, 2022

In lieu of a special meeting of the Board of Directors ("Board") of Goins Enterprises, Inc., a Kansas corporation ("Company"), the undersigned, being all of the Directors of the Company, hereby consent to the adoption of, and hereby adopt the following resolutions, so that the resolutions shall have the same force and effect as if they had been duly adopted at a special meeting of the Company's Board of Directors, duly called, noticed, and held:

Approval of Signing Authority

WHEREAS, the Board desires to authorize the following individuals to sign the specific documents outlined below on behalf of Company:

	Jerry Goins	Jim Thomason	Constellation	DMG Approval
Electronic Company Checks	X			X
Vendor Contracts >$3M	X			X
Master Vendor Agreements	X			
Purchase Orders	X	X		
One-Time Vendor Agreements	X	X		
Customer Contracts >$3M	X			X
Customer Contracts <$3M	X			
Customer Contract Waivers	X	X		
Customer Contract Change Orders	X	X		
Equipment Purchase Agreements & Title Work	X			X
Rental Agreements	X			
Bid Proposals	X	X		
Surety Bonds	X	X		
Permits & Licenses	X	X		
Employment Agreements	X			
Employee Termination Agreements	X			
Corporate Registration, Tax Registration & Annual Reports			X	X
Employment, Sales, Use & Excise Tax Returns			X	X
Other General Corporate Documents			X	X

NOW, THEREFORE BE IT RESOLVED, that the individuals listed above are hereby authorized, for, on behalf and in the name of Company to execute and deliver from time to time such documents, amendments thereto, certificates or other instruments as may now or hereafter be required to otherwise act on behalf of Company.

FURTHER RESOLVED, that all lawful acts and deeds heretofore or hereafter done, and any action further taken by Company and such listed individuals, for or on behalf of Company in carrying out the terms and intentions of the

foregoing resolutions, or otherwise within the terms of the foregoing resolutions, be, and hereby are, ratified, approved, and confirmed in all respects as the acts and deeds of Company.

FURTHER RESOLVED, that this Written Consent (this "Consent") may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument, and the signature of the undersigned transmitted by facsimile, or as an attachment to an electric mail message in "pdf" or similar format, shall be deemed to be his original signature for all purposes. Any photocopy, facsimile copy or electronic copy of this Consent or a counterpart thereof shall be admissible into evidence in any proceeding as though the same were an original.

IN WITNESS WHEREOF, the undersigned executed this Consent as of the date first written above.

BOARD OF DIRECTORS

By: _____
Dustin M. Gary, Chairman

By: _____
Doran Schwartz, Director

By: _____
Christopher S. Abrams, Director

ACKNOWLEDGMENT

The undersigned each acknowledge that they have received and read the above signing authority declaration, understand it, and agree to only sign those documents that have been specifically approved. No statement or representation by a manager or any other employee, whether oral or written, can supplement or modify this approval. Changes can only be made if approved in writing by the Board of the Company.

_____
Jerry Goins

_____
Jim Thomason

LIST OF MANUFACTURERS

Specification Section	Equipment	Base Bid Equipment Manufacturer (Circle One)
		N/A

LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

Pipe Slipling:
Subcontractor's Name: Horseshoe Construction, Inc
License No.: 020347
Address: 953 Innovation Drive Bryan, TX 77808

Boring: Self
Subcontractor's Name:
License No.:
Address:

Grout for Sliplining:
Subcontractor's Name:
License No.:
Address:

Type of Work: Pipe cleaning & Inspection + SLip
Subcontractor's Name: Humbard Contracting Inc
License No.: 0141310324
Address: PO Box 575 Green Forest AR, 72638

Type of Work:
Subcontractor's Name:
License No.:
Address:

Bidder (General Contractor): Goins Enterprises, Inc
License No.: 032843052 4
By: *
Title: SR Estimator / Project Manager

*Signature must be the same as on the Bid Form.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: Goins Enterprises, Inc.

   Address: 3255 N. County Lane 252
   Joplin MO 64801

2. **SUBMITTED TO:** City of Fayetteville
   Amanda Beilfuss

3. **SUBMITTED FOR:**

   Owner: City of Fayetteville

   Project Name: 24-inch Water Line Replacement

   TYPE OF WORK: 9000 LF of 18" water line (using combination of Slip line, Jack and bore and open cut), 320" of 12" waterline, 300 LF of 8" Waterline & appurtenances

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Jim Thomason

   Title: Estimator / Project Manager

   Phone: 417-659-6082

   Email: contact@goinsent.com

5. **AFFILIATED COMPANIES:**

   Name: N/A

   Address:

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: Kansas

Date of Organization: 6-14-2022

Executive Officers:

- President: Josh Flager
- Vice President(s): _____
- Treasurer: Doran Schwartz
- Secretary: Doran Schwartz

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

7. LICENSING

Jurisdiction: Arkansas

Type of License: Commercial Contractor

License Number: 0328436524

Jurisdiction: _____

Type of License: _____

License Number: _____

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐YES ☒NO

If YES, attach as an Attachment details including where and why.

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Endurance Assurance Corp.

Address: 4 Manhattanville Road
Purchase NY 10577

Bonding Agent: Becca Leal

Address: 444 W. 47th Street Suite 900
Kansas

Contact Name: Becca Leal

Phone: 816-960-9631

Aggregate Bonding Capacity: $ 30 million

Available Bonding Capacity as of date of this submittal: $ 25 million

10. FINANCIAL INFORMATION

Financial Institution: Equity Bank

Address: 7033 College Blvd
Overland Park, KS 66211

Account Manager: msteinman@equitybank.com

Phone: 913-323-9317

Credit available: $ 10 million

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Curtis Baumchen

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Goins Enterprises, Inc

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2022	EMR	.79
YEAR	2021	EMR	.79
YEAR	2020	EMR	.80
YEAR	2019	EMR	.81
YEAR	2018	EMR	.78

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2022	TRFR	1
YEAR	2021	TRFR	0
YEAR	2020	TRFR	0
YEAR	2019	TRFR	0
YEAR	2018	TRFR	0

Total number of man-hours worked for the last 5 Years:

YEAR	2022	TOTAL NUMBER OF MAN-HOURS	87,600
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	83,949
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	68,862.5
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	59,000
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	53,676

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2022	DART	0
YEAR	2021	DART	0
YEAR	2020	DART	0
YEAR	2019	DART	0
YEAR	2018	DART	0

13. EQUIPMENT:

MAJOR EQUIPMENT: see attached

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

OSHA's Form 300A (Rev 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022
U. S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injuries	1	(4) Poisonings	0
		(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Goins Enterprises

Street: 3255 N. County Lane 252

City: Joplin State: MO ZIP: 64801

Industry description (*e.g., Manufacture of motor truck trailers*)

Construction Excavation Work

Standard Industrial Classification (SIC), if known (e.g., 3715)

1 7 9 4

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 1 1 0

Employment information (If you don't have these figures, see the Worksheet on the back of the Original Form 300A to estimate.)

Annual average number of employees	37
Total hours worked by all employees last year	87,600

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate and complete.

Curtis Baumchen Safety Manager

Curtis Baumchen — Title

785-207-0131 — 01/11/23

Phone — Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	7
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Goins Enterprises, Inc.

Street 3255 N. County Lane 252

City Joplin State Missouri Zip 64801

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 6 2 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees 44

Total hours worked by all employees last year 83,949

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Carrie Goins
Company executive

President
Title

417-659-6082
Phone

1/25/2022
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: GOINS ENTERPRISES, INC.

Street: 3255 N. COUNTY LANE 252

City: JOPLIN State: MO Zip: 64801

Industry description (*e.g., Manufacture of motor truck trailers*)

GENERAL CONTRACTOR

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 1 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 30

Total hours worked by all employees last year: 68,862.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: Erik Goins Title: President

Phone: 417-659-6082 Date: 1/19/2021

Reset

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Goins Enterprises, Inc.

Street: 3255 N. County Lane 252

City: Joplin State: Missouri Zip: 64801

Industry description (e.g., Manufacture of motor truck trailers): Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715): 1623

OR North American Industrial Classification (NAICS), if known (e.g., 336212):

Employment Information

Annual average number of employees: 28

Total hours worked by all employees last year: 59,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

President
Title

417-659-6082
Phone

1/19/2020
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Goins Enterprises, Inc.

Street 3255 N. County Lane 252

City Joplin State Missouri Zip 64801

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 6 2 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees 24

Total hours worked by all employees last year 53,676

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

President
Title

417-659-6082
Phone

2/5/2019
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Horseshoe

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2022	EMR	1.04
YEAR	2021	EMR	1.01
YEAR	2020	EMR	.98
YEAR	2019	EMR	.86
YEAR	2018	EMR	1.00

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2022	TRFR	1
YEAR	2021	TRFR	0
YEAR	2020	TRFR	1
YEAR	2019	TRFR	0
YEAR	2018	TRFR	3

Total number of man-hours worked for the last 5 Years:

YEAR	2022	TOTAL NUMBER OF MAN-HOURS	107 244
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	138,191
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	146,662
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	183,987
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	196,586

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2022	DART	0
YEAR	2021	DART	0
YEAR	2020	DART	0
YEAR	2019	DART	0
YEAR	2018	DART	0

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	1
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Horseshoe Construction, Inc.

Street: 853 Innovation Dr

City: Bryan State: TX Zip: 77808

Industry description (*e.g., Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 68

Total hours worked by all employees last year: 107,744.1

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: Vice President

Phone: 281-478-5477 Date: 1/15/2023

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Horseshoe Construction, Inc.

Street: 2309 S Battleground Road

City: La Porte State: TX Zip: 77571

Industry description (*e.g., Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 82

Total hours worked by all employees last year: 138,191

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: Chad Wall Title: Admin

Phone: 281-478-5477 Date: 1/3/2022

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
137	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Horseshoe Construction, Inc

Street: 2309 S Battleground Road

City: La Porte State: TX Zip: 77571

Industry description (e.g., *Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 87

Total hours worked by all employees last year: 146,662

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: Chad Wall Title: Admin

Phone: 281-478-9477 Date: 1/4/2021

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

	Total number (M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment information

Your establishment name: Horseshoe Construction, Inc

Street: 2309 S Battleground Road

City: La Porte State: TX Zip: 77571

Industry description (e.g., *Manufacture of motor truck trailers*)
Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 90

Total hours worked by all employees last year: 183,987

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: Chad Wall Title: Admin

Phone: 281-478-5477 Date: 1/2/2020

Save Input

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	2
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	3	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Horseshoe Construction, Inc

Street: 2309 S. Battleground Road

City: La Porte State: TX Zip: 77571

Industry description (*e.g., Manufacture of motor truck trailers*)
Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 90

Total hours worked by all employees last year: 196,586.9

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title: Vice President

Phone: 281-474-5477 Date: 1/10/2019

Save Input

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Goins Enterprises Inc

BY: [signature]

TITLE: Estimator / Project Manager

DATED: 02/20/2024

NOTARY ATTEST: Teresa K. Batchelor

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20th DAY OF Feb, 2024

NOTARY PUBLIC - STATE OF MISSOURI

MY COMMISSION EXPIRES: 10-21-25

TERESA K BATCHELOR
MY COMMISSION EXPIRES
10-21-2025
NOTARY SEAL
#13539466
JASPER COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 12.

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SCHEDULE A See Attached

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B See Attached

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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See Attached

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

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GOINS ENTERPRISES, INC
3255 N. County Lane 252
Joplin, MO 64801

(417) 659-6082 phone
(417) 659-6092 fax
contact@goinsent.com

CURRENT PROJECTS

REFERENCES:
(All work bonded by NGM Insurance Company) 55 West St Keene, NH 03431

Project Name	Engineer/Owner/PM	Phone	Project Amount	Started	Completed
MOAM -F & Main Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 30,800.00	May, 2023	projected May, 2023
MOAM -Old Main Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 35,552.00	May, 2023	projected May, 2023
MOAM -12th and Peters Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 151,084.50	May, 2023	projected May, 2023
MOAM -12th and Geneva Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 149,192.50	May, 2023	projected May, 2023
MOAM -34th and Jackson Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 108,538.00	April, 2023	**projected May, 2023**
MOAM -22nd and Schifferdecker Water Main Rep. Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 44,686.00	April, 2023	**projected May, 2023**
MOAM -8th and Peters Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 70,111.50	April, 2023	**projected May, 2023**
MOAM -Empire St Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 139,186.00	July, 2022	**projected May, 2023**
Soybean Crush Facility Cherryvale, KS	Crossland Construction Brett Messer	620-429-1414	$ 4,276,000.00	Aug, 2022	**projected July, 2023**
Turkey Creek Joplin, MO	City of Joplin Chris Parker	417-624-0820	$ 454,200.00	Nov, 2022	**projected May, 2023**
MOAM -Murphy Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 457,325.00	Nov, 2022	**projected June, 2023**
Salina WWTF Salina, OK	HUB Engineering Jay Updike	918-682-7811	$ 1,968,400.00	Oct, 2022	**projected June, 2023**
Guru Marketing Joplin, MO	Brad DeGraff	415-533-0150	$ 59,754.00	Oct, 2022	**projected May, 2023**
Blendville WTP Joplin, MO	Missouri American Water Grant Alumbaugh	417-529-7459	$873,600.00	Aug, 2023	**projected March, 2024**
Water ImpoundmentChemical Feed Building Replacement Rich Hill, MO	Eric Degruson	417-680-7327	250,000.00	June, 2023	**projected Sept, 2023**

GOINS ENTERPRISES, INC
3255 N. County Lane 252
Joplin, MO 64801

(417) 659-6082 phone
(417) 659-6092 fax
contact@goinsent.com

COMPLETED PROJECTS

REFERENCES:
(All work bonded by NGM Insurance Company) 55 West St Keene, NH 03431

Project Name	Engineer/Owner/PM	Phone	Project Amount	Started	Completed
MOAM -36th and Pearl St Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 235,128.83	July, 2022	April, 2023
MOAM -36th and Moffet St Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 753,361.00	July, 2022	April, 2023
Red Collar Pet Foods Miami, OK	D1 Resources Chris Duley	620-461-0465 ext 206	$ 8,500.00	Oct, 2022	**April, 2023**
MOAM -26th and Tyler Water Main Replacement Joplin, MO	Missouri American Water Grant Alumbaugh	417-680-0311	$ 356,589.93	Nov, 2022	April, 2023
Road Ranger Travel Plaza Joplin, MO	Seneca Companies Stuart Jennings	515-264-4379	$ 637,400.00	Sept, 2022	April, 2023
Crossmar Joplin, MO	Crossmar Investments Drake Stobart	479-619-6409	$ 88,000.00	Oct, 2022	April, 2023
MOAM -Various Water Projects Joplin, MO	Missouri American Water Trenton McCarty	417-437-1270	$ 3,855,994.12	Jan, 2022	2022
Owens Corning Joplin, MO	Crossland Construction Todd Lawson	620-704-7338	$ 273,000.00	Nov, 2022	Mar, 2023
Columbus Central Utilities Demo Columbus, KS	Crossland Construction Derek Haverkamp	785-294-0047	$ 289,500.00	Aug, 2022	Jan, 2023
Columbus 15" Sewer Repair Columbus, KS	City of Columbus, KS Jake Lettner	620-429-6173	$ 12,800.00	Nov, 2022	Dec, 2022
Eagles Edge Water Main Extension Joplin, MO	Ledford Construction Lance Ledford	417-439-5593	$ 136,100.00	Feb, 2022	Aug, 2022
South Garland Ave Water Improvements Fayetteville, AR	Corey Granderson City of Fayetteville	479-444-3452	$ 797,000.00	Apr, 2022	Jul, 2022
La-Z-Boy Neosho, MO	Nate Kirk Crossland Construction	620-762-1449	$ 1,663,312.00	Jun, 2021	June, 2022
North Main Street Fire Line Joplin, MO	Johnson Controls Danny Salsman	417-860-1503	$ 99,950.00	Jan, 2022	May, 2022
Pace Setter Ministries Miami, OK	Crossland Construction Todd Lawson	620-429-1414	$ 65,600.00	Jan, 2022	May, 2022
RWU Water Line Replacement Rogers, AR	Aaron Short Rogers Water Utilities	479-986-6827	$ 1,268,195.00	Apr, 2021	May, 2022
Hawthorn Water Oronogo, MO	Land Development Group David McCune	417-385-3045	$ 130,480.00	Jan, 2022	Apr, 2022
Hawthorn Gas Oronogo, MO	City of Oronogo Tony Cantrell	417-483-9127	$ 120,520.00	Jan, 2022	Apr, 2022
Creekside Carthage, MO	Land Development Group David McCune	417-385-3045	$ 208,000.00	Dec, 2021	Apr, 2022
Military American Water: Buildings 319-320-781A Joplin, MO	MAWS-Ft Leonard Wood Gary Pemberton	573-586-4278	$ 143,510.00	Jan, 2022	Apr, 2022
Water Distribution Improvements Pierce City, MO	Anderson Engineering Andrew Novinger	417-866-2741	$ 3,908,535.00	Dec, 2020	Mar, 2022
Pro-System Joplin, MO	Crossland Construction Trent Parra	417-629-6079	$ 35,500.00	Jan, 2022	Feb, 2022
MOAM -Various Water Projects Joplin, MO	Missouri American Water Trenton McCarty	417-437-1270	$ 1,439,143.70	Oct, 2021	2021
Chick-Fil-A Joplin, MO	W. H Bass Cole Miller	770-713-0469	$ 125,000.00	Sept, 2021	Dec, 2021
Southwind Trails Developer Lay Duenweg, MO	Land Development Group David McCune	417-385-3045	$ 401,443.00	Nov, 2020	Dec, 2021
Whispering Woods Phase 2 Joplin, MO	John McGrew Molandco, Inc.	417-438-2175	$ 200,000.00	Mar, 2021	Dec, 2021
Dover Hill Elementary Joplin, MO	Aaron Hight Crossland Construction	620-674-1253	$ 326,000.00	Apr, 2021	Dec, 2021
Greystone, phase 1 Oronogo, MO	Tony Cantrell Oronogo Public Works	417-673-4541	$ 65,000.00	Apr, 2021	Apr, 2021
ACJ International Fireline	Joplin Mill Properties	615-289-0982	$ 106,072.00	Nov, 2020	

Joplin, MO	Bill Havrilka				Dec, 2020
MOAM - Various Water Projects Joplin, MO	Missouri American Water Trenton McCarty	417-437-1270	$ 3,681,653.67	Nov, 2020	2020
Building 2051 Water Service Fort Leonard Wood, MO	American Water Military Jeffrey Hollis	573-586-4275	$ 28,360.00	July, 2020	Oct, 2020
Building 1000 Water Line Relocation Fort Leonard Wood, MO	American Water Military Jeffrey Hollis	573-586-4275	$ 75,380.00	July, 2020	Oct, 2020
Fairway Drive Stormwater Carl Junction, MO	City of Carl Junction	417-649-6843	$ 31,884.00	Aug, 2020	Oct, 2020
Birnamwood Underground Electric Replacement Miami, OK	City of Miami Tyler Cline	918-542-6346 918-542-5104	$ 287,500.00	Mar, 2020	Oct, 2020
Murphy's Oil Republic, MO	Wright Construction Brian Guccione	636-220-6850	$ 70,600.00	Aug, 2020	Sept, 2020
Kum & Go Owasso, OK	The Riverside Group, Inc. Bre Blackwell	918-270-1501	$ 45,000.00	July, 2020	July, 2020
Meter Replacement Shawnee, OK	Craig Copeland Core and Main	405-406-4410	$ 700,000.00	Nov, 2019	July, 2020
Hillsboro Water Service Improvements Hillsboro, KS	Michael Younger Evans, Beerly & Hutchinson	620-672-1112	$ 744,125.00	Aug, 2019	June, 2020
Sam's Club Utility Relocation Springfield, MO	Wright Construction Nathan Bibb	314-952-6729	$ 13,600.00	May, 2020	May, 2020
Piper Glen 3 Waterline Joplin, MO	David McCune Land Development Group	417-385-3045	$ 117,000.00	Jan, 2020	Apr, 2020
Water's Edge Water Main Extension Joplin, MO	John McGrew Molandco, Inc.	417-438-2175	$ 89,900.00	Nov, 2019	Mar, 2020
Water Sys Imp Contract #3 Mansfield, MO	Timothy Schoenhoff Great River Engineering	417-886-7171	$ 379,500.00	Jul, 2019	Mar, 2020
Perspectives Prep Academy Joplin, MO	Crossland Construction Ryan Studebaker	620-429-1414	$ 75,000.00	Feb, 2020	Feb, 2020
Meter Replacement Stigler, OK	Brian Barnes Core and Main	918-586-7128	$ 60,000.00	Nov, 2019	Feb, 2020
Okmulgee County, OK Meter Replacement Okmulgee, OK	Brian Barnes Core and Main	918-586-7128	$ 46,000.00	Aug, 2019	Feb, 2020
Milwaukee Ave Water Main Installation Lawson, MO	Roger Sparks MO American Water	816-752-8106 816-233-3317	$ 214,780.00	Oct, 2019	Jan, 2020
Missouri American Water- Various Water Projects Joplin, MO	Missouri American Water Trenton McCarty	417-437-1270	$ 6,314,807.00	Jan. 2020	Dec. 2020
Water System Improvements Elmore City, OK	Brandon Wall Wall Engineering	580-317-4104	$ 2,367,354.25	Jan, 2019	Jan, 2020
MOAM - Various Water Projects Joplin, Missouri	Missouri American Water Andrew Holderness	417-499-8390	$ 1,794,450.00	Oct, 2019	2020
Jasper Lab Joplin, MO	Eric Norwood Jasper Products	417-893-1622	$ 59,000.00	Jun, 2019	Aug, 2019
Logan County, OK Meter Replacement Marshall, OK	Brian Barnes Core and Main	918-586-7128	$ 24,610.00	Jul, 2019	Aug, 2019
Water Meter Changeout Joplin, Missouri	Jerry Jenkins Missouri American Water	417-529-9775	$ 90,000.00	Feb, 2019	July, 2019
Bison Rd & Durham Rd Water Line Relocation Dewey, OK	Greg Armstrong Holloway, Updike, Bellen	918-682-7811	$ 153,695.00	Feb, 2019	Apr, 2019
Lyon County RWD #1 2017 Water System Improvements	Brett Waggoner BG Consultants	785-749-4474 ext 2122	$ 1,494,105.00	Feb, 2018	Mar, 2019
10th Street Water Line Improvements Coffeyville, KS	John Johnson "JJ" TranSystems	620-332-5713	$ 823,739.00	Aug, 2018	Mar, 2019
Star Pipe Foundry Utility Relocation South Coffeyville, OK	City of S. Coffeyville Dwayne Henderson	918-637-3961	$ 149,300.00	Nov, 2018	Feb, 2019
Tyson Mexican Original Plant fire line loop Fayetteville, Arkansas	City of Fayetteville Matt Casey	479-444-3429	$ 360,000.00	June, 2018	Dec, 2018
Kum & Go Water and Sewer Line Joplin, Missouri	Kum & Go via Hawk Building Co.	417-499-8390	$ 216,994.00	July, 2018	Oct, 2018
Holiday Inn Express Hotel utilities Parsons, KS	Parsons Hospitality Holding via Integrity Construction	417-499-8390	$ 27,398.00	July, 2018	Oct, 2018
Holiday Inn Conference Center utilities Parsons, KS	Parsons Hospitality Holding via Integrity Construction	417-499-8390	$ 35,198.00	July, 2018	Oct, 2018
Joplin Fire Protection-O'Sullivan Warehouse water leaks Lamar, Missouri	Missouri American Water Andrew Holderness	417-499-8390	$ 36,000.00	June, 2018	July, 2018
Fayetteville, AR MLK Waterline Improvements Fayetteville; AR	City of Fayetteville Matt Casey	479-444-3429	$ 1,919,872.00	July, 2017	June, 2018
Dewey, OK Water Line Relocation	City of Dewey, OK Kevin Trease	918-534-2272	$ 97,875.00	Feb, 2018	Mar, 2018

MoAm -Various Water Projects	Missouri American Water Johnny Shepard	417-627-3800 ext 1004	$ 974,980.00	Oct, 2017	2017
	Johnny Shepard				Dec, 2017
MoAm Water Moffet & Glenview Main Relocation	Missouri American Water Johnny Shepard	417-627-3800 ext 1004	$ 96,375.00	Oct, 2017	Dec, 2017
MoAm Water 6th between Jackson & Gray Main Relocation	Missouri American Water Johnny Shepard	417-627-3800 ext 1004	$ 83,245.00	Oct, 2017	Dec, 2017
MoAm Water Warrensburg	Missouri American Water Jackie Thomas	314-996-2234	$ 143,010.00	Oct, 2017	Dec, 2017
Pittsburg, KS Mercy Clinic	Snyder Const. Group Jordan Irwin	417-887-6897	$ 59,584.00	June, 2017	Dec, 2017
MoAm Water Dove Drive Booster Station	Missouri American Water Jackie Thomas	314-996-2234	$ 209,339.00	July, 2017	Dec, 2017
Arvest Bank Pittsburg, KS	Crossland Construction Kirk Harris	620-429-1414	$ 60,000.00	Aug, 2017	Dec, 2017
Coffeyville, KS Water Line Improvements 14th, 15th and Spruce Streets	Allgeier Martin Blake Watson	417-680-7200	$ 267,900.00	June, 2017	Nov, 2017
MoAm Water Texas-Arizona (20th to 22nd) Stormwater Improvements	Missouri American Water Andrew Holderness	417-499-8390	$ 114,725.00	June, 2017	Oct, 2017
Hope City Church	Crossland Construction Aaron Hight	620-429-1414	$ 76,600.00	July, 2017	Oct, 2017
Natural Grocers	McPherson Contractors Jeff Heit	620-429-1414	$ 120,737.00	July, 2017	Sept, 2017
Block 22 Pittsburg, KS	Heath Dawson Vecino Group	417-830-3493	$ 86,621.00	July, 2017	Aug, 2017
MoAm Water 20th and Ozark Water Main Relocation	Missouri American Water Andrew Holderness	417-499-8390	$ 109,000.00	July, 2017	Aug, 2017
Adams, OK Water Well Construction	Ron Erdman, PE Envirotech Engineering	580-234-8780	$ 676,000.00	Dec, 2016	July, 2017
Saint Francis Health Center	Kurtis Koenigsknecht Flintco	918-710-3362	$ 294,438.00	Jan, 2017	June, 2017
MOAM Schifferdecker Bridge Water Main Construction	Steve Mifflin MO American Water	314-996-2290	$ 59,100.00	Jan, 2016	Feb, 2017
Regional Eye Center	Chad Smith Joplin Fire Protection	417-623-3584	$ 54,800.00	Dec, 2016	Jan, 2017
Pittsburg, KS Wal-Mart Learning Center	Wright Construction	636-220-6850	$ 55,478.00	Nov, 2016	Dec, 2016
Glenpool, OK Water System Improvements	Russ Fischer Cowan Group Eng.	918-949-6171	$ 2,202,414.00	Jan, 2016	Nov, 2016
Kansas Crossing Casino-offsite utilities for City of Pittsburg	McPherson Contractors Jeff Heit	785-273-3882	$ 4,045,000.00	July, 2016	Jan, 2017
2016 Missouri American Water Euclid Ave Water Main Relocation	MO AM Water Sam Givens	636-222-3581	$ 110,285.00	Sept, 2016	Sept, 2016
Neosho, MO Hill Street Sanitary Sewer Extension City of Neosho	Allgeier Martin & Assoc. J. Eric DeGruson	417-680-7200	$ 72,400.00	Oct, 2016	Oct, 2016
2016 Missouri American Water Shoal Creek Water Main Relocation	MO AM Water Sam Givens	636-222-3581	$ 177,005.00	June, 2016	July, 2016
Grove Public Schools Performing Arts Center	Nate Kirk Crossland Construction	620-429-9251	$ 163,000.00	April, 2016	July, 2016
Muskogee VA Tower Restoration	Sub to Maguire Iron Ben Renken	605-334-9749 x 1637	$ 49,363.00	April, 2016	May, 2016
Kansas Crossing Casino-onsite utilities	Emery Sapp and Sons Brad Emory	417-833-9915	$ 312,000.00	May, 2016	July, 2016
2015 Missouri American Water 15th Street Water Main Relocation	MO AM Water Michael McMillion	314-996-2335	$ 95,000.00	Nov, 2015	Mar, 2016
MOAM - 20th Street-Murphy to Main Joplin, Missouri	Mike McMillion	314-996-2335 michael.mcmillion@amwater.com	126,000.00	Oct, 2015	Jan, 2016
2015 Wyandotte Cultural Center Site Utility Package and propane tank	Allgeier Martin Kurt Higgins	417-680-7200	$ 94,638.00	Oct, 2015	Apr, 2016
East 23rd Street Developer Lay Install waterline	Allgeier Martin Kurt Higgins	417-680-7200	$ 97,079.00	Nov, 2015	Jan, 2016
Perry, OK Waterline Relocation	Blaine Reely Monsoon Consultants	805-280-1051	$ 96,980.00	Jan, 2016	Apr, 2016
2015 Missouri American Water Meter changeout program	MO AM Water George Campbell	417-623-0676	$ 625,000.00	Oct, 2015	Jan, 2016
2015 Missouri American Water Geneva and Peters Water Main relocation	MO AM Water Troy Turner	314-996-2415	$ 48,905.00	Oct, 2015	Nov, 2015
2015 Missouri American Water	MO AM Water	314-996-2415	$ 38,200.00	Oct, 2015	Nov, 2015

Hill Street Water Main relocation	Troy Turner				
2015 Missouri American Water 1st & Gray Water Main Relocation	MO AM Water Michael McMillion	314-996-2335	$ 45,265.00	Oct, 2015	Dec, 2015
2015 Wal-Mart Neighborhood Market	Immel Construction Phill Voss	920-468-8208	$ 323,986.87	July, 2015	Sept, 2015
2015 Savanna, OK Utilities Relocation	Poe & Associates Richard Petricek	918-688-9108	$ 127,900.00	June, 2015	Dec, 2015
2015 Chili's Restaurant-Poteau, OK Sewer, Water, and Storm Drain	Anthony Vargas	918-971-9401	$ 163,000.00	Mar, 2015	July, 2015
2014 OSU-Okmulgee Sewer & Water Line Rehabilitation	Mark Pitcher	918-293-5412	$ 2,019,001.00	Jun, 2014	Feb, 2015
2014-15 Cherokee Nation So. Coffeyville Casino on site and off site Sewer, Water & Storm Drain	Steve Wright	918-835-1138	$ 624,381.71	Sept, 2014	Feb, 2015
2014-15 Wyandotte Nation Road and Water Improveme	Kurt Higgins	417-680-7200	$ 1,687,118.08	Aug, 2014	June, 2015
2014 Mercy Clinic-Joplin North Sewer line and Water line and Storm Drain	Cody Ritter	417-881-4820	$ 151,040.00	Jan, 2014	Aug, 2014
2014 PSU Event Center Sewer line and Water line and Storm Drain	Reggie Parsons	817-304-3614	$ 228,453.20	Jan, 2014	Nov, 2014
2014-15 Commerce Bank Sewer line, Water Line, and Storm Drain	Nate Stahl	620-429-1414	$ 101,437.00	July,2014	Aug, 2015
2014-2015 Girard Water System Improvements	John Briggs	417-680-7339	$ 451,915.00	July, 2014	Aug, 2015
2014 Cott Beverage Expansion: sewer line, water line, and Storm Drain	Dan Eads	260-434-4000 x 235	$ 297,191.60	June, 2014	Nov, 2014
2013 Chetopa Waterline Rehabilitation Chetopa, KS	Jason Coltrane, eng. Ron Wood, mayor	918-499-6000 620-249-2185	$ 3,312,814.50	May, 2013	May, 2014
2014 Crowder College Webb City Tornado Safe Room and Expansion	Lee Grant	417-877-7812	$ 100,912.00	Aug, 2013	June, 2014
American Water Resources Sewer Line & In-home & Waterline Protection Program, Joplin, MO	Matt Barnhart	417-624-7543	$120,000.00 +	2004	2018 ongoing
Northpark Mall: Sewer Line Replacement and Waterline Maintenance Program	Phillip Wade	417-781-2121	$ 34,168.44	2012	2018 ongoing
2012 Hampshire Terrace Site Sewer, Water, and Storm D	James Byers	513-588-1014	$ 240,000.00	Aug, 2012	Nov, 2012
2011-2012 FEMA Temporary Housing: Sewer Line, Wate and Storm Drain	Dennis Hughes	Dennis.E.Hughes@ usace.army.mil	$ 1,052,000.00	July, 2011	Oct, 2011

Goins Enterprises, Inc

200	2005	1987 Sullivan Compressor
201	2021	2021 Ditch Witch HX75 Vaccum System
201-A	2021	2021 Ditch Witch VT24 Tandem Axle Trailer
202	2004	1999 1700C Scat Trak
203	2020	2007 Kubota KX121-3ST Mini Excavator
205	2014	2012 CAT 420F Backhoe
206	2005	2002 420D CAT Backhoe
207		2012 420D CAT Backhoe
208	2005	2005 420D CAT Backhoe
209	2006	480 Case Tractor (Joplin Farm)
210	2008	Case Excavator CX130
211	2020	Case CX33C 4A Mini Excavator
212	2020	Case CX80C Excavator EROPS
212-A	2020	BUCKETS 12-18", Buckets, EQ11479,EQ11635-24", EQ11636-36"
213	2020	Caterpillar 420F2 Backhoe, EROPS
214	2021	2016 PJ Equipment Trailer
215		Takeuchi TL230 Series 2 Skid Steer
216	2021	2008 East Texas Longhorn Utility Trailer (22'L x 95"W)
217	2021	2008 East Texas Longhorn Utility Trailer (24'L x 94"W)
218		Takeuchi TB153 (FR) Mini Excavator
219	2018	430F IT Caterpillar Backhoe
221	2019	CASE CX80 EXCAVATOR WITH CAB
221-A	2019	TAKEUCHI 18' BUCKET
221-B	2019	TAKEUCHI 24" BUCKET
222	2019	Laymor 8' STREET BROOM 3 WHEEL EQUIP # 644901 SM300
223	2019	815 John Deere Gator
224	2020	Ditch Witch Trailer
225	2020	Ditch Witch PT1010 Directional Boring Unit
226	2021	2009 Homemade Utility Trailer
227	2021	1986 16' Carhauler Trailer
228	2021	Conex
229	2021	Conex
230		Grey Reel Pipe Trailer
231	2021	Ditch Witch Vacuum Excavator HX75 TRAILER (attached to 387)
232	2021	Case 580 Backhoe
233	2021	Case Skid Steer
234	2021	Caterpillar 420 Backhoe
235	2021	Catterpillar 420 Backhoe
236	2021	Catterpillar 279 Skid Steer
237	2021	Catterpillar 290 Skid Steer
238	2021	Burgundy Connex (40' High Cube Container)
239	2021	Burgundy Connex (40' High Cube Container)
240	2022	Diamond C 50PT Gooseneck Pipe Trailer
249	2020	1998 Holden Equipment Trailer
250	2003	1978 HM 4x8 Fittings Tlr
252	2004	1998 8x16 Loadmaster Tlr
256	2006	Box Trailer
257	2006	Box Trailer
258	2006	Box Trailer
259	2006	97 Backhoe Trailer
260	2006	500 Gal Diesel Tank w/ containment reservoir
261	2006	Box Trailer
262	2006	Box Trailer
263	2006	2001 8 x 16 Trailer
264	2006	2001 Utility Trailer (SMALL BOX)
265	2005	Tank
268	2006	1995 HM Testing Trailer (BROWN/BLK)
269	2006	2006 2G Trailer
271	2007	1993 Case 660 Trencher
272	2007	Hobart Stickmate Welder
273	2014	Case 580 SN WT Backhoe
274	2013	TD Gooseneck Trailer
275	2014	2005 Elite Gooseneck Trailer
276	2014	2000 Ring-o-matic Jet Vac Trailer
277	2014	2005 Office Trailer
278	2015	2016 United Cargo Trailer
279	2015	2004 Belshe Ditch Witch Trailer
281	2016	2009 Hybrid HB1430 Scissor Lift, Electric

282	2016	2016 Starlite Flatbed Trailer
283	2016	PJ Shoring Trailer (Including trench boxes)
284	*2017*	*2002 badger 1085D Rubber tire Excavator*
285	*2017*	*2017 Caterpillar 420 F2 IT Backhoe Loader with bucket and Forks*
286	*2017*	*2017 Caterpillar 299 Skid Steer With Bucket & Forks*
287	2017	Caterpillar 316FL Hydraulic Excavator with buckets
289	2018	1999 McLaughin MCL24B directional boring machine
290	2018	Ditch Witch JT10 w/300' of Drill Rod, housing & Bit
290-A	2018	Ditch Witch FMX5X MUD MIXER W/300GAL TANK
290-B	2018	SUBSITE TK RECON II TRACKER
290-C	2018	SUBSITE TD RECON DISPLAY
290-D	2018	BELSHE WB14 PULL TRAILER
290-E	2018	SUBSITE 17T1 BEACON
291	2018	20 ZS 20' Standard 20' Container Tri Cam Container
292	2018	8' Laymor SM300 Street Broom 3 wheel
293	2018	40' High Cube Double Door Container
294	2018	40' high cube double door
295	2018	Caterpillar 12" Bucket Model BKT420-12 ID#17PM0721
296	2018	2016 Maxey Utility trailer
297	2019	2002 International F2574 with Vactor 2100 sewer vac unit
298-A	2019	2019 Vermeer D24x40III Value Package-boring machine
298-B	2019	2018 Vermeer MX240 mud mixer with 1000 gal tank
298-C	2019	2019 Digital Control F2 Guidance System
299	2019	2019 5' Trailer
300	2005	2" MultiQwip Water Pump
301	2005	M-Scope Valve Box Locator
302	2005	Green Beam Pipe Lazer
303	2005	2004 Grundomat P95 Hole Hog
304	2005	2003 Bosh Hammer Drill
305	2005	2" Water Pump
306	2005	Ingersol Rand 90lb Hammer
307	2005	2003 Metrotec Line Locator
308	2005	T400 Cut off Saw
309	2005	T400 Cut off Saw
310	2005	Srvc Trk Fuel Pump Fil Rite
311	2005	Ford Drilling Machine
312	2005	Stihl M5-250 Chain Saw
313	2005	2005 Bale Chopper
314	2006	Qwik Freezer
315	2012	Muller Tapping Machine
316	2006	Backflow Preventor Tester
317	2006	2006 Grundomat Hole Hog 95P
318	2006	2004 Ford Tapping Machine
319	2006	2004 Rice Hydro Test Pump
320	2006	2005 CTI Forks for 420D CAT
321	2006	CTI Forks for 420D CAT
322	2006	Laser Level with Tripod
323	2006	Level with Tripod
324	2006	1 1/2" Water Pump
325	2006	Generator (Maverick)
326	2006	Hydrotest Pump (Maverick)
327	2006	Air Chisel
328	2006	Pin Locator
329	2006	Pin Locator
330	2006	1 1/2" Pump (Warren Rupp)
331	2006	Mueller Tapping Machine
332	2006	Stihl Cut-off Saw
333	2006	1 1/2" Warren Rupp Water Pump
334	2006	Shoring
335	2006	Ingersoll Rand 90lb Hammer
336	2006	LD-12 Water Leak Detector
337	2006	2" Trash Pump
338	2007	Metrotech 480B Locator
339	2007	Grundex 2" Water Pump
340	2007	42" Forks
341	2007	SeeSnake Inspection System
342	2007	Ridgid Transmitter
343	2007	Bore Machine
344	2007	International Boring Machine

345	2007	Saw
346	2007	1 1/2" Pump
347	2007	Ridgid Locator w/Case
348	2007	18" Bucket for Case
349	2007	Stihl Cut Off Saw
350	2008	Dixie Chopper
351	2009	Hand Operated Hydrostatic Test Pump
352	2009	Wacker Model: BS-60 2 CY
353	2009	Water Pump 3" Multi Quip Honda 264GPM
354	2009	Hydro Breaker
355	2009	3- Trench Plates 5' x 10'
356	2011	Ridgid Cable
357	2014	Model M6 Power Box Rake
358	2014	ICS Concrete Chain Saw
359	2014	2 - Steel trench boxes
360	2014	2013 2" QP2TH Gas Trash Pump
361	2014	12" Compactor Excavator Bucket
362	2014	Okada Rock Hammer for Backhoe
363	2014	TOPCON Laser, RL-H4C DB
364	2014	9' Tripod Salalift II Winch 8300041
365	2014	Safety Harness for Laser 1106024
366	2016	Test Pump
367	2016	Rock Box
368	2017	Caterpillar 42" 1.00 yd3 Bucket Model #B316-42
369	2020	1990 Leroi 185 air compressor
370	2020	Leroi 185 air compressor
371	2020	Tillvac VE75 vacuum excavator
372	2020	ICS Concrete Chain Saw 59851 86-04
373	2020	ICS Concrete Chain Saw 59851 86-04
374	2021	TS420 Cut Off Saw
375	2021	TS420 Cut Off Saw
376	2021	Ingersoll Rand air compressor Unit #006-18-3254
377	2021	Mi-T-HSP-3504-3MGH pressure washer
378	2021	#14 McElroy Fuse Machine w/ Inserts
379	2021	Caterpillar Portable Generator Model INV2250 60HZ 120V (1gal)
380	2021	Caterpillar Portable Generator Model INV2250 60HZ 120V (1gal)
381	2021	Caterpillar Portable Generator Model RP5500
382	2021	Okada Rock Hammer for Case Excavator CX130
383	2021	Electronic AutoLaser Level 3110-GR (used)
384	2021	Polymatic Plus Electrofusion Machine
385	2021	Diamond Concrete Saw
386	2021	Hydrostatic Test Pump
387	2021	Ditch Witch Power Boom HX 75 800/400 4" Hose (Attached to 231)
388	2021	Caterpillar BKT420-12 Bucket
389	2021	Caterpillar BKT420-18 Bucket
390	2021	Hydraulic Breaker Hammer Combo SSL/CX37C
391	2021	Stihl 170 16" Chainsaw
392	2021	Milwaukee M18 Fuel Blower
393	2021	MutiQuip Concrete Mixer with Steel Drum
394	2021	DeWalt 4,000-Watt Gasoline Powered Generator
395	2021	American Signal Message Board
396	2021	American Signal Message Board
397	2021	American Signal - Signal Board
398	2021	Warren Rupp 12 Volt Submersible Pump
399	2021	5 Street Plates - (3) 60" by 120" & (2) 49" by 84"
400	2021	Stihl TS420 Cut Off Saw
401	2021	Delta 8" Bench Grinder
402	2021	Milwaukee 2 Gallon Wet/Dry Vacuum
403	2021	Porter Cable Portable Electric Air Compressor
404	2021	Milwaukee M18 Fuel 1" Hammer Drill
405	2021	Caterpillar BKT420-12 Bucket
406	2021	Caterpillar BK420-18 Bucket

GOINS ENTERPRISES, INC.

WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS

July 01, 2022

In lieu of a special meeting of the Board of Directors ("Board") of Goins Enterprises, Inc., a Kansas corporation ("Company"), the undersigned, being all of the Directors of the Company, hereby consent to the adoption of, and hereby adopt the following resolutions, so that the resolutions shall have the same force and effect as if they had been duly adopted at a special meeting of the Company's Board of Directors, duly called, noticed, and held:

Approval of Signing Authority

WHEREAS, the Board desires to authorize the following individuals to sign the specific documents outlined below on behalf of Company:

	Jerry Goins	Jim Thomason	Constellation	DMG Approval
Electronic Company Checks	X			X
Vendor Contracts >$3M	X			X
Master Vendor Agreements	X			
Purchase Orders	X	X		
One-Time Vendor Agreements	X	X		
Customer Contracts >$3M	X			X
Customer Contracts <$3M	X			
Customer Contract Waivers	X	X		
Customer Contract Change Orders	X	X		
Equipment Purchase Agreements & Title Work	X			X
Rental Agreements	X			
Bid Proposals	X	X		
Surety Bonds	X	X		
Permits & Licenses	X	X		
Employment Agreements	X			
Employee Termination Agreements	X			
Corporate Registration, Tax Registration & Annual Reports			X	X
Employment, Sales, Use & Excise Tax Returns			X	X
Other General Corporate Documents			X	X

NOW, THEREFORE BE IT RESOLVED, that the individuals listed above are hereby authorized, for, on behalf and in the name of Company to execute and deliver from time to time such documents, amendments thereto, certificates or other instruments as may now or hereafter be required to otherwise act on behalf of Company.

FURTHER RESOLVED, that all lawful acts and deeds heretofore or hereafter done, and any action further taken by Company and such listed individuals, for or on behalf of Company in carrying out the terms and intentions of the

foregoing resolutions, or otherwise within the terms of the foregoing resolutions, be, and hereby are, ratified, approved, and confirmed in all respects as the acts and deeds of Company.

FURTHER RESOLVED, that this Written Consent (this "Consent") may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument, and the signature of the undersigned transmitted by facsimile, or as an attachment to an electric mail message in "pdf" or similar format, shall be deemed to be his original signature for all purposes. Any photocopy, facsimile copy or electronic copy of this Consent or a counterpart thereof shall be admissible into evidence in any proceeding as though the same were an original.

IN WITNESS WHEREOF, the undersigned executed this Consent as of the date first written above.

BOARD OF DIRECTORS

By: _____
Dustin M. Gary, Chairman

By: _____
Doran Schwartz, Director

By: _____
Christopher S. Abrams, Director

ACKNOWLEDGMENT

The undersigned each acknowledge that they have received and read the above signing authority declaration, understand it, and agree to only sign those documents that have been specifically approved. No statement or representation by a manager or any other employee, whether oral or written, can supplement or modify this approval. Changes can only be made if approved in writing by the Board of the Company.

_____
Jerry Goins

_____
Jim Thomason

Principal Members Background and Experience:

JERRY GOINS, PRESIDENT:

CERTIFICATIONS:

Missouri Water Distribution III #6346
40 Hour Hazardous Waste Site Training
CFR 19.29 Crowder College
Confined Space Entry
Medical Emergency response training
Certified Competent person for trench excavations
Oklahoma DEQ Operator Certification
Pump & Motor Maintenance certification
Electricity, PLC & VFD Operation certification

EXPERIENCE:

2002-Present	Goins Enterprises, specializing in underground utilities
1997-2002	Missouri American Water utility worker
1993-1997	Branco, Neosho, MO supervisor-underground utilities
1989-1993	Goebel Co, Petaluma, CA supervisor paving and utility pipeline
1985-1989	Rowley Pipelines, Gilbert, AZ supervise utility projects

JOB DUTIES:

Attend Pre-Bid Conferences
Search out new bid opportunities
Look over potential job sites to observe/assess needs
Estimate bids for new projects
Daily contact with field superintendents (Project management)
Schedule field crews
Meet with/Call Subs and Suppliers
Order job materials

JIM THOMASON, Estimator/Project Manager

EDUCATION:

Bachelors of Construction Engineering
Associates of Design and Drafting

EXPERIENCE:

2012-Present	Goins Enterprises, Project manager for all utility projects
2010-2012	Tribal Construction, Est/PM
2009-2010	Conquest, Owner, commercial construction
2008-2009	Darrin Miller Const, Est/PM
2006-2008	JCDM, Est/PM
2000-2006	Crossland Const, Est/PM

JOSH SHORT, General Superintendent

CERTIFICATIONS:

- Confined Space Entry Training
- OSHA 10 Hour Certification
- OSHA 20 Hour Certification
- Excavating and Trenching Training
- 2021 CPR Certified Provider

EXPERIENCE:

2005-Present	Goins Enterprises, underground utilities

JOSH FLAGER, Field Superintendent

CERTIFICATIONS:

- Confined Space Entry Training
- OSHA 10 Hour Certification
- Excavation Safety for Competent Person
- Excavating and Trenching Training
- Registered Flagger Control Supervisor, Technician
- DS-3 Distribution System Operator Certification
- 2021 CPR Certified Provider

EXPERIENCE:

2006-Present	Goins Enterprises, underground utilities
2003-2006	Arrowhead Lawncare and Cleaning, Owner
2003-2005	Joplin Properties, Property Manager

MIKE SHOEMAKER, Field Superintendent

CERTIFICATIONS:

- OSHA 10 Hour Certification
- 2021 CPR Certified Provider

EXPERIENCE:

2015-Present	Goins Enterprises, Foreman/Operator
2008-2015	Shoemaker Construction, Owner
1993-2008	Snyder Bridge, Heavy Equipment Operator

DOUG ARNOLD, PLUMBING ESTIMATOR AND PM

CERTIFICATIONS:

- OSHA 10 Hour Certification
- OSHA Competent Person-Confined Space
- OSHA Competent Person-Trenching
- OSHA Silica Competent Person
- Master Plumber License--AR, OK, KS, MO
- Plasson Electrofusion Operator Training
- Category One Appliance Venting
- Drain Waste and Vent Systems
- 2021 CPR Certified Provider

EXPERIENCE:

2017-current	Goins Enterprises, Master Plumber
2004-2017	Arnold Plumbing, Owner, master plumber

CODY GOINS, OPERATOR, Project Supervisor

CERTIFICATIONS:

- Confined Space Entry Training
- OSHA 10 Hour Certification
- 2021 CPR Certified Provider
- Plasson Electrofusion Operator Training
- Excavation Safety for Competent Persons

CHRISTOPHER DUBOIS, Project Supervisor

CERTIFICATIONS:

- Confined Space Entry Training
- OSHA 10 Hour Certification
- 2021 CPR Certified Provider
- Excavation Safety for Competent Persons

TERESA BATCHELOR, OFFICE MANAGER

CERTIFICATIONS:

- Asbestos Safety
- Silica Safety
- 2021 CPR Certified Provider

CONSTELLATION

CURTIS BAUMCHEN RESUME

RESPONSIBILITIES

Safety Manager

EDUCATION

Certified Safety and Health Specialist (CSHS)
Carpenter Journeyman (Foreman)
Respirator Training Instructor
Fall Protection Competent Person
OSHA 10 / OSHA 30 / OSHA 500
First Aid/ CPR Trainer/Certified

WORK EXPERIENCE

Curtis has been with Wolf since 2000 and has been instrumental in developing the Safety Culture of Wolf since 2007. He brings a wealth of knowledge and experience not only to the construction industry but what it takes to remain safe on the job. He has been involved in the safety program at Wolf since 2007 and became the Safety Manager in 2013. His passion to keep everyone safe in reflected in Wolf's impressive safety record.

PROJECT HISTORY

- **Westar Energy JEC FGD Upgrade** - Safety Specialist
  - Document Control
  - Training and orientation for all new hires
  - Safety Audits, meetings and daily Safety Walk-Throughs
  - Facilitated/Conducted project wide safety meetings for all contractors
  - Administered the Confined Space and Hot Work programs
  - Assigned all Respiratory fit testing and record keeping
  - Coordinator for all contractor safety representative
  - Monitor and maintained all OSHA standards
  - Daily and weekly paper work records for OSHA and plant records
  - Monitoring the procedures and plans for a plant wide evacuation
  - Involved with the investigation team for all safety procedures on the job
  - Supervised setting up teams to perform PPE (Personal Protective Equipment) monthly audits
  - Promoted an Injury free work environment " ZERO TODAY ZERO TOMMOROW"
- **Westar Energy JEC FGD Scrubber, JEC SCR Upgrade, & LEC AQCS Upgrade** – Project Safety Manager
  - Audited all paper work
  - Inspections of all excavations
  - Daily Safety walk-through
  - Held safety orientations for new hires
  - Kept records on all injuries/first aids
  - Held weekly safety meetings
  - Understanding and implementing Westar Energy's Safety procedures and policies for the job
  - Performed PPE Audits on all employees
- **Westar Energy LEC Drainage Project** – Carpenter/Carpenter Foreman
  - Ordered materials
  - Inspected and maintained all tools were on site and in good working condition
  - Kept track of time for employees on job
  - Understanding of the job and the planning for the following days activities

License No. 0328430524 ID #39197

State of Arkansas

Commercial Contractors Licensing Board

GOINS ENTERPRISES INC.
4119 SW SOUTHGATE DR
TOPEKA, KS 66609

This is to Certify That GOINS ENTERPRISES INC.

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:

SPECIALTY
Gas Fitter
Grading & Drainage, Excavation
Plumbing
Underground Piping, Cable, Trenching, Boring
Water and Sewer Lines

This contractor has an unlimited suggested bid limit.

from May 19, 2023 **until** May 31, 2024 **when this Certificate expires.**

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

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

May 19, 2023 - dsa

853 Innovation Dr.
Bryan, TX 77808
Phone: (281) 478-5477
Fax: (281) 478-6436

COMPANY BACKGROUND

- We have been in business under the name of Horseshoe Construction, Inc. for 31 years.
- Horseshoe Construction, Inc., 853 Innovation Drive, Bryan, Texas 77808
- Corporation organized in the state of Texas.
- Chief Executive Officer – Christopher Bahl
  Chief Operating and Financial Officer, Vice President – Bradley King
  President – James R. Holt
  General Superintendent – James Kelly
  Project Manager – Taylor Jones
  Project Manager – Christian Bahl
- There are no company trade organizations/associations/affiliations.

EXPERIENCE OF KEY PERSONNEL

- Christopher Bahl has 25 years of executive leadership in multi-billion dollar organizations in varying industries. Chris brings a "get it done" attitude to Horseshoe and provides the organization with the leadership to increase revenue and business growth through strategic planning and innovative business development. Chris holds an MBA from Wichita State University and a Bachelor of Science from Kansas State University.
- Bradley King has over 25 years of trenchless technology experience to Horseshoe with 6 years of executive leadership in operations and finance. Bradley brings experience and a deep knowledge of nearly every trenchless technology method and product in the marketplace. Bradley is a goals driven leader who provides cost control initiatives to the organization. Bradley holds an MBA in Accounting from Louisiana State University and Bachelor of Science in Construction Engineering Technology from Missouri Western State University.
- James "Rick" Holt has nearly 40 years of experience in utility construction with over 30 years as an owner of Horseshoe. Rick has a wealth of knowledge of pipe bursting, sliplining, and open trench installation within Horseshoe beginning as an employee of his father's utility company. Rick studied History at Ouachita Baptist University and soon became business partners with his two brothers and created Horseshoe Construction, Inc on Dec 14, 1992.
- James Kelly has over 20 years in the underground utility field. James and Rick have worked together to make Horseshoe into a multimillion-dollar company and one of the leading pipe rehabilitation contractors in the United States, that provides a safe environment with quality work. James is a problem solver that is revered as one of the best in the industry. He has mentored more than 50 superintendents in the pipe bursting market and has blessed Horseshoe with 3 generations of his family that work for Horseshoe.
- Taylor Jones and Christian Bahl have a combined 13 years of experience as project managers. Taylor and Christian have both proven to be leaders inside and outside of Horseshoe. The project management team are driven to provide quality communication with project owners and representatives and driving schedule that efficiently completes projects.

- We currently have six crews, each with a superintendent and foreman. All our superintendents and foremen have a minimum of 23 years' experience in the underground utility field. It would be impossible to say exactly which of our crews will be available for the job at this time. If low bidder and needed, we will provide references on personnel.

MANPOWER AND EQUIPMENT RESOURCES

- Horseshoe Construction, Inc. maintains a minimum manpower resource of six (6) rehabilitation crews. Crew sizes vary in size from 5 to 12 employees based on the need of each procured project. Horseshoe Construction, Inc. maintains an organization of over 60 field employees.
- Horseshoe Construction, Inc. maintains a fleet of owned, and leased, pipe bursting equipment to fully support each pipe bursting crew, which consists of pipe bursting winches, pneumatic hammers, air compressors, fusion machines, excavators, static pipe burst equipment, and many ancillary items to complete projects ranging from small to large diameter pipe, small to large project quantities, and small to large project value.
- Horseshoe Construction, Inc. maintains an executive, management, financial and support team at the main office, located in Bryan, Texas to coordinate and manage the company projects located throughout the United States.

HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

Project Name:	Lubbock Low Pressure Slipline Project			Sewer ☐	Natural Gas ☐
Final Contract Value:	$5,585,147.50	**Final Completion:**	Mar-22	Water ☑	Oil/Fuel ☐
Project Scope Overview:	Waterline Rehabilitation			Storm ☐	Electric/Telecom ☐

Type of Installation	Linear Feet	Pipe Size	Conveyance
Open Cut	134	20"	Water
Bore	100	20"	Water
Slipline	17703	20"	Water

Type of Installation	Qty		
Ex. 24-IN WL Connection	4	EA	
Offset 2-IN Air Rel/V Valve	2	EA	
Offset 2-IN Blowoff Valve	2	EA	
20-IN direct bury butterfly val	2	EA	

GENERAL CONTRACTOR			
Firm Name:	Horseshoe Construction, Inc.		
Firm Address:	2309 S. Battleground Rd.		
Firm City, State, Zip	La Porte	Texas	77571
Firm Phone:	(281) 478-5477		
Contact Name:	Taylor Jones		
Contact Phone/Type:	(281) 478-5477	Mobile	(281) 415-8654

PROJECT OWNER			
Owner Name:	City of Lubbock		
Owner Address:	1314 Avenue K, Floor 9		
Owner City, State, Zip	Lubbock	Texas	79401
Owner Phone:	806-775-2168		
Contact Name(if known):	Zoltan Fekete		
Contact Phone(if known):	(806) 775-3317		

SUBCONTRACTORS		
Subcontractor Name	Work Performed	Contract Value

MATERIAL SUPPLIERS		
Supplier Name	Materials Supplied	Contract Value
Ferguson Waterworks	Fusable PVC Pipe	

Mod Factors

HORSESHOE CONSTRUCTION INC

Risk ID	914348668
Rating Eff Date	07/15/2023
Mod Factor	**1.04**
Production Date	03/06/2023
Status	Final

ARAP 1.00	FLARAP	SARAP	MAARAP

Comments
RATING REVISED TO REFLECT APPROVED RATING VALUES

HORSESHOE CONSTRUCTION INC

Risk ID	914348668
Rating Eff Date	07/15/2022
Mod Factor	**1.01**
Production Date	03/10/2022
Status	Final

ARAP 1.00	FLARAP	SARAP	MAARAP

Comments
RATING REVISED TO REFLECT APPROVED RATING VALUES

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HORSESHOE CONSTRUCTION INC

Risk ID	914348668
Rating Eff Date	07/15/2021
Production Date	04/12/2021

Mod Factor **0.98**

Status Final

ARAP 1.00 **FLARAP** **SARAP** **MAARAP**

Comments
RATING REVISED TO REFLECT APPROVED RATING VALUES

HORSESHOE CONSTRUCTION INC

Risk ID	914348668
Rating Eff Date	07/15/2020
Production Date	03/27/2020

Mod Factor **0.86**

Status Final

ARAP 1.00 **FLARAP** **SARAP** **MAARAP**

Comments
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HORSESHOE CONSTRUCTION INC

Risk ID	914348668
Rating Eff Date	07/15/2019
Production Date	04/26/2019

Mod Factor **1.00**

Status Final

ARAP 1.00	FLARAP	SARAP	MAARAP

Comments

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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Fayetteville, AR ("Owner") and Goins Enterprises, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 9,000 LF of 18" water line (using combination of slip line, jack and bore, and open cut), 320 LF of 12" water line, 300 LF of 8" water line and appurtenances.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Garver, LLC**.

3.02 The Owner has retained **Garver, LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *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.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion	Final Completion
Entire Project	230 calendar days	260 calendar days

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $**500** for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,000** for each calendar day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently. However, if the achieved substantial completion date falls after the specified final completion date, liquidated damages as specified in Completion of Remaining Work will immediately begin accruing from the date of substantial completion until final completion is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment. If the achieved substantial completion date falls after the specified final completion date, these costs will begin accruing immediately from the date of achieved substantial completion.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A:

A. For all Unit Price Work completed, a total of:

Three million eight hundred fifty six thousand one hundred seven dollars and fifty cents. (in words) — $ 3,856,107.50 (in figures)

All specific cash allowances, unit price work totals, and deductive bid alternatives are included in the above price in accordance with Article 13 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner may elect to make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such

Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Owner holds the right to withhold any payment in accordance with Paragraph 15.01 of the General Conditions. All such payments will be measured by the Schedule of Values established as provided 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 elsewhere in the Contract.

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 may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. 95 percent of Work completed (with the balance being retainage); and

   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Not applicable.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2)

the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. 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.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Executed Agreement
2. Addenda (if any)
3. Advertisement for Bids
4. Instructions to Bidders
5. Bid Form/Proposal
6. Statement of Bidders Qualifications
7. List of Manufacturers
8. List of Proposed Subcontractors
9. List of Equipment
10. General Conditions
11. Supplementary Conditions
12. OSHA Subpart P
13. Technical Specifications as listed in the Table of Contents
14. Drawings
15. Performance Bond
16. Payment Bond
17. Certificates of Insurance
18. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
19. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *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 Owner 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.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Fayetteville, AR	Goins Enterprises, Inc.
By: _____	By: _____
Title: _____	Title: President.
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: Bert Bland
Title: _____	Title: Associate Project Manager
Address for giving notices:	Address for giving notices:
ATTN: Water/Sewer Division	3255 N County Lane 252
113 W. Mountain St.	Joplin, MO 64801
Fayetteville, AR 72701	
	License No.: 0328430524 *(where applicable)*

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GOINS ENTERPRISES, INC.

WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

January 01, 2024

In lieu of a special meeting of the Board of Directors ("**Board**") of Goins Enterprises, Inc., a Kansas corporation ("**Company**"), the undersigned, being all of the Directors of the Company, hereby consent to the adoption of, and hereby adopt the following resolutions, so that the resolutions shall have the same force and effect as if they had been duly adopted at a special meeting of the Company's Board of Directors, duly called, noticed, and held:

Approval of Signing Authority

WHEREAS, the Board desires to authorize the following individuals to sign the specific documents outlined below on behalf of Company:

	Josh Flager	Jim Thomason	Constellation	DMG Approval
Electronic Company Checks	X			X
Vendor Contracts >$3M	X			X
Master Vendor Agreements	X	X		
Purchase Orders	X	X		
One-Time Vendor Agreements	X	X		
Customer Contracts >$3M	X			X
Customer Contracts <$3M	X	X		
Customer Contract Waivers	X	X		
Customer Contract Change Orders	X	X		
Equipment Purchase Agreements & Title Work	X			X
Rental Agreements	X	X		
Bid Proposals	X	X		
Surety Bonds	X	X		
Permits & Licenses	X	X		
Employment Agreements	X			
Employee Termination Agreements	X			
Corporate Registration, Tax Registration & Annual Reports			X	X
Employment, Sales, Use & Excise Tax Returns			X	X
Other General Corporate Documents			X	X

NOW, THEREFORE BE IT RESOLVED, that the individuals listed above are hereby authorized, for, on behalf and in the name of Company to execute and deliver from time to time such documents, amendments thereto, certificates or other instruments as may now or hereafter be required to otherwise act on behalf of Company.

FURTHER RESOLVED, that all lawful acts and deeds heretofore or hereafter done, and any action further taken by Company and such listed individuals, for or on behalf of Company in carrying out the terms and intentions of the

foregoing resolutions, or otherwise within the terms of the foregoing resolutions, be, and hereby are, ratified, approved, and confirmed in all respects as the acts and deeds of Company.

FURTHER RESOLVED, that this Written Consent (this "**Consent**") may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument, and the signature of the undersigned transmitted by facsimile, or as an attachment to an electric mail message in "pdf" or similar format, shall be deemed to be his original signature for all purposes. Any photocopy, facsimile copy or electronic copy of this Consent or a counterpart thereof shall be admissible into evidence in any proceeding as though the same were an original.

IN WITNESS WHEREOF, the undersigned executed this Consent as of the date first written above.

BOARD OF DIRECTORS

By: _____
Dustin M. Gary, Chairman

By: _____
Doran Schwartz, Director

By: _____
Christopher S. Abrams, Director

ACKNOWLEDGMENT

The undersigned each acknowledge that they have received and read the above signing authority declaration, understand it, and agree to only sign those documents that have been specifically approved. No statement or representation by a manager or any other employee, whether oral or written, can supplement or modify this approval. Changes can only be made if approved in writing by the Board of the Company.

_____
Josh Flager

_____
Jim Thomason

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1825

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Ted Jack, Park Planning Superintendent
Susan Norton, Chief of Staff

FROM: Zach Foster, Park Planner II

SUBJECT: **Bryce Davis Park Phase One Improvements Design Contract**

RECOMMENDATION:
Staff recommends entering a contract with McClelland Consulting Engineers, Inc. to provide design services for Phase One improvements to Bryce Davis Community Park for a fee not to exceed $183,285.00 and to approve a project contingency of $10,000 and associated Budget Adjustment.

BACKGROUND:
A master plan update for Bryce Davis Community Park was completed in 2023. The master plan update was approved by the Parks Board on October 2, 2023.

DISCUSSION:
McClelland was selected through RFQ 24-01, Selection #6 to perform design services for Bryce Davis Park. This vendor will provide the construction documents, bid documents, and perform construction administration necessary for phase one improvements. Phase one improvements are expected to include a paved trail connection to Crooked Stick Dr, improvements to the existing dog park, playground, and basketball courts, a new restroom near the dog park, signage, and other general park improvements.

BUDGET/STAFF IMPACT:
Funds for this contract are available in the Parks Projects Bond Phase II (2022) Fund in project (46050.7580.5860.02).

GLACCOUNT	PROJECT	AMOUNT	Notes:
4705.860.7580-5860.02	46050.7580	$183,285.00	Design Contract
4705.860.7580-5911.99	46050.7580	$10,000.00	Contingency
		$193,285.00	**TOTAL**

ATTACHMENTS: SRF (#3), BA (#4), Bryce Davis Master Plan 10-2-2023 (11x17) PRAB Approved (#5), Contract - Bryce Davis Ph1 Design MCE (MCE Signed) (#6), Appendix A- Bryce Davis Park-Phase I Improvements REVISED 3.12.24 (#7)

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

File #: 2024-1825

Bryce Davis Park Phase One Improvements Design Contract

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC., PURSUANT TO RFQ 24-01, SELECTION #6, IN AN AMOUNT NOT TO EXCEED $183,285.00 FOR DESIGN SERVICES ASSOCIATED WITH PHASE ONE IMPROVEMENTS TO BRYCE DAVIS COMMUNITY PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $10,000.00, 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 authorizes Mayor Jordan to sign a contract with McClelland Consulting Engineers, Inc., pursuant to RFQ 24-01 Selection #6, in an amount not to exceed $183,285.00 to provide design services for Phase One improvements to Bryce Davis Community Park, and further approves a project contingency in the amount of $10,000.00.

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

2024-1825

Item ID

4/2/2024

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

Zach Foster	3/14/2024	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends entering a contract with McClelland Consulting Engineers, Inc. to provide design services for Phase One improvements to Bryce Davis Park for a fee not to exceed $183,285 and to approve a project contingency of $10,000 and associated Budget Adjustment.

Budget Impact:

4705.860.7580-5860.02	Parks Projects 2022 Bonds
Account Number	Fund
46050.7580	Park Projects (2019/2022 Bonds) - Bryce Davis
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	5,000.00
		Expenses (Actual+Encum)		
		Available Budget	$	**5,000.00**
Does item have a direct cost?	Yes	Item Cost	$	183,285.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	188,285.00
		Remaining Budget	$	**10,000.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 2022-0935

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends entering a contract with McClelland Consulting Engineers, Inc. to provide design services for Phase One improvements to Bryce Davis Community Park for a fee not to exceed $183,285.00 and to approve a project contingency of $10,000 and associated Budget Adjustment.

COUNCIL DATE: 4/2/2024

ITEM ID#: **2024-1825**

Holly Black
3/14/2024 10:17 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024222

TOTAL - -

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
4705.860.7580-5860.02	183,285	-	46050	7580	EX	Capital Prof Svcs - Engineering/Architectura
4705.860.7580-5911.99	5,000	-	46050	7580	EX	Contingency - Capital Project
4705.860.7999-5899.00	(188,285)	-	46050	7999	EX	Unallocated - Budget
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Crafton Tull

CITY OF FAYETTEVILLE ARKANSAS

Bryce Davis Park

Master Plan
October 2, 2023
+/- 26 Acres

N CROOKED STICK DR
ALBANY LN
W ESSEX DR
W BUCKEYE ST
HARVARD ST
YALE ST
N DARTMOUTH AVE
W PRINCETON ST
W CORNELL DR

ENLARGED LAKE
OPEN FIELD
IAMS DOG PARK
WOODS
WETLAND POND
THE LINKS APARTMENTS

Adopted by Parks and Recreation Advisory Board on October 2, 2023

KEY

- A CREEKSIDE SEATING
- B HARD SURFACE TRAIL
- C BRIDGE
- D SOFT SURFACE TRAIL
- E FISHING PIER
- F FUTURE TRAIL TO HAMESTRING CREEK
- G PICNIC GATHERING
- H WETLAND BOARDWALK
- I NATURE PLAYGROUND
- J RESTROOM
- K ARBORETUM & EDUCATIONAL SIGNAGE
- L WIDEN PATH
- M EXISTING PAVILION
- N COVERED SEATING
- O DOG WASH STATION
- P IMPROVE DRAINAGE
- Q PAVILIONS
- R REALIGN FENCE
- S SEATING & BIKE REPAIR STATION
- T EXISTING RESTROOM
- U OBSERVATION DECK
- V REHABILITATE EX STRUCTURE & ADD EDUCATIONAL SIGNAGE
- W EXISTING PLAY STRUCTURES
- X REFRESH EX BASKETBALL COURTS
- Y RESTRIPE EX PARALLEL PARKING
- Z FUTURE PLAY
- 1 PAVILION/ PLAZA
- 2 ENTRY FEATURE
- 3 SHADE SAILS
- 4 PARK SIGNAGE
- 5 EXISTING PARKING
- 6 REPLACE EX FENCE

ART
WAYFINDING SIGNAGE
PARK BENCHES
PICNIC TABLE & GRILL
HAMMOCKS
EXISTING VEGETATION

GRAPHIC SCALE IN FEET
80' 0 80'

AGREEMENT
For
PROFESSIONAL DESIGN SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCCLELLAND CONSULTING ENGINEERS, 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 McCLELLAND CONSULTING ENGINEERS, INC (hereinafter called MCE).

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 MCE in consideration of their mutual covenants agree as follows:

MCE 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 MCE'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 MCE.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of MCE.

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 MCE

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 MCE during the Project is included in the March 12, 2024 Proposal from MCE, attached hereto as Attachment A, and made part of this Agreement.

2.2 MCE shall coordinate their activities and services with the CITY OF FAYETTEVILLE. MCE and CITY OF FAYETTEVILLE agree that MCE has full responsibility for the services.

2.3 MCE 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 MCE.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist MCE by placing at MCE's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist MCE in obtaining access to property reasonably necessary for MCE to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by MCE 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 MCE 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. MCE 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 MCE

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$183,285.00** including approved expenses. The CITY OF FAYETTEVILLE shall compensate MCE 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 MCE'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 MCE 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 MCE'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 MCE 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, MCE 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 MCE 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 MCE 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, MCE will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$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

MCE 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 MCE 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 MCE's services.

6.2 Professional Responsibility

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

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by MCE relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MCE's staff experience, qualifications, and judgment as a design professional. Since MCE 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, MCE does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MCE.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of MCE'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 MCE.

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 MCE 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 MCE at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MCE's default.

6.5.4 If termination for default is effected by MCE, 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 MCE for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MCE 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, MCE 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 MCE 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 MCE to fulfill contractual obligations, it is determined that MCE 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 MCE are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond MCE's reasonable control, MCE shall be entitled to additional compensation and time for reasonable costs incurred by MCE in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 MCE'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 MCE 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 MCE 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 MCE 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 MCE 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 MCE 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 MCE for services rendered by MCE.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of MCE's employees and the importance of MCE's public relations, MCE may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to MCE'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 MCE 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 MCE's activities pertaining to any such publication shall be for MCE'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 MCE 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. MCE 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 MCE as part of the Services shall become the property of CITY OF FAYETTEVILLE when MCE has been compensated for all Services rendered, provided, however, that MCE shall have the unrestricted right to their use. MCE 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 MCE. MCE shall provide usable cad files of survey and layout work. The city shall hold MCE harmless from any use of those cad files by the city for work not associated with MCE.

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. MCE 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

MCE's address:
McClelland Consulting Engineers, Inc.
1580 East Stearns Street
Fayetteville, AR 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and MCE 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 MCE 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 MCE 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 MCE a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by MCE, 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 MCE

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 MCE 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 MCE shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MCE'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 MCE's obligations under this clause are in addition to MCE'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 MCE 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 MCE 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 MCE 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. MCE shall also maintain the financial information and data used by MCE 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. MCE 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 MCE;

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 MCE 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 MCE 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 MCE or any of MCE'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 MCE 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 MCE as it could pursue in the event of a breach of the Agreement by MCE 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 MCE 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, MCE 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 MCE, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By :_____
Mayor, Lioneld Jordan

ATTEST:

By:_____
City Clerk Treasurer, Kara Paxton

McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
Chris Bakunas
MCE – Land Development Department Head

Title: _____

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 E. Sterns St.
Fayetteville, AR 72703
479-443-2377/Fax 479-443-9241
www.mce.us.com

March 12, 2024

Zach Foster
City of Fayetteville
Parks, Natural Resources, and Cultural Affairs
1455 S Happy Hollow Rd
Fayetteville, AR 72701

RE: Byrce Davis Park Phase I Design

Mr. Foster,

McClelland Consulting Engineers, Inc. is pleased to provide this proposal for landscape architecture and civil engineering services associated with Byrce Davis Park in Fayetteville, Arkansas. The project will consist of, but not limited to, adding additional trails, sidewalks, bridges, a premanufactured restroom building, dog park improvements including realigning the fence, concrete pad, pavilions, and a dog washing station, shade structures, benches, and pavilion at the playground, restriping for the basketball court and parking on N Dartmouth Ave, rehabilitation for the wetland structure, lighting for the east-west trail, drainage improvements near the dog park, and wayfinding signage (items highlighted on Exhibit 'A'). Additional items beyond this scope may be considered as additional services. The scope of this proposal is to create and provide the construction drawings and bid documents including technical specifications for the project, including site planning, site grading, and utility planning. Construction drawings will be designed using the site survey completed by MCE. In addition to the construction drawings, civil/site permitting with the authorities having jurisdiction is included within the scope.

Scope of Services

I. Topographic Survey

MCE will complete a detailed topographic survey within the limits of the subject parcels (Exhibit 'A'). Details shown include, but are not limited to: contours at 1' intervals, spot elevations, building corners, FFEs, threshold locations, trees over 6" DBH or larger, existing site features (walls, concrete, roads, curbs, fences, signs, etc.) flood zones, streamside buffers, flowlines, utility poles and pedestals, structures, roads, sidewalks, storm water infrastructure, water mains, sanitary sewer manholes, and utility marks provided by a utility location service. The property lines of the parcel will be shown only on the topographic survey. This scope does not include a separate boundary survey of the property. Any areas of design not surveyed will use LIDAR surfacing and aerials as the basis for design.

Fee $16,750.00

II. Property Line Adjustment

MCE shall complete a lot line adjustment between Washington County parcels 765-13650-001 and 765-13650-000. The lot line adjustment survey shall meet the City of Fayetteville requirements for lot line adjustments and the Arkansas Standards of Practice for Property Boundary Surveys and Plats revised May 21, 2009 and currently in effect. The lot line adjustment survey will be submitted to the City of Fayetteville for administrate review. A boundary and or topographic survey for the adjoining Links property is not included in this scope.

Fee $4,765.00

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Fayetteville, AR 72703
479-443-2377/Fax 479-443-9241
www.mce.us.com

III. Schematic Design

During the Schematic Design phase, MCE will use the city's masterplan to refine the schematic design based upon the topographical survey, input from the City of Fayetteville, budgetary, and jurisdictional restrictions. MCE will provide an Opinion of Probable Cost at the completion of this phase. This set of schematic design plans will be submitted to the City of Fayetteville and returned to MCE with comments to be used during the Design Development phase.

Fee $13,085.00

IV. Design Development

At the Design Development phase, MCE will further refine the schematic design drawings. In addition to the on-going site plan refinement, deliverables will include preliminary grading and utility plans. The DD phase will also include a list of major materials to be used in the project such as surfacing, site furnishings, playground equipment, and pavilions. Cutsheets of all materials and furnishings shall be provided for review. Coordination with any subconsultants and restroom vendors shall begin with the DD phase. MCE will update the Opinion of Probable Cost at the completion of this phase and will include anticipated unit costs and quantities. This set of design development plans will be submitted to the City of Fayetteville and returned to MCE with comments to be used during the Construction Document phase.

Fee $19,565.00

V. Construction Documents

MCE shall prepare and submit construction drawings, reports, and applications to the City of Fayetteville as required of the grading permit process. City review comments will be addressed at each interval of the City's Development Process, which should at minimum be 50% of CD's and once complete prior to bidding.

Construction Drawings: Construction drawing set to include:

- Cover sheet
- Site Plan
- Demolition Plan
- Site Analysis Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Utility Plan
- Landscape Plan
- Lighting Plan
- Applicable Detail Sheets

Drainage Design and Report: MCE shall complete the drainage design and reporting as prescribed by city code.

Storm Water Pollution Prevention Plan (SWPPP): MCE shall prepare the SWPPP document required for the project, and shall coordinate the Notice of Intent and Notice of Termination with the client and the client's contractor.

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Technical Specifications: As part of the construction document package provided to the client, MCE shall provide site specifications to the client for contractor use during construction.

Opinion of Probable Cost (OPC): MCE will provide a final OPC at the completion of the construction documents, and provide it to the owner.

Utility Coordination: Coordination with the water and sewer departments for private utility services and connections will be provided. Additionally, MCE will coordinate electric services with the utility provider for the trail lighting.

Fee $27,835.00

VI. Largescale Development Permitting

If required, MCE will provide project coordination beyond the administrative review/grading permit process. Additional items would include (3) additional development services submittals and representation at the Tech Plat, Subdivision Committee, and Planning Commission meetings.

Fee $7,650.00

VII. Letter of Map Revision (LOMR)

MCE shall prepare and submit drawings, reports, and applications to the City of Fayetteville and FEMA as required for the three bridge crossing locations. MCE will coordinate with the City of Fayetteville Flood Plain Management Department on specific locations, elevations, bridge style, and abutment placement.

Fee $33,750.00

VIII. Bidding and Negotiation Services

MCE shall complete the following bidding services once construction documents are complete and approved by all regulatory agencies:

- Provide material takeoff for bidding purposes and include quantities in a bid tab
- Conduct a pre-bid meeting with prospective contractors
- Assist owner with bid RFI's
- Create certified bid tabulation and documentation once bids are received
- Recommend qualified contractors based on experience and bid amount
- Assist owner with a site/civil pre-construction meeting

Note that there shall be two individual bid packages during this phase; one for the site/civil scope of work, and a second for the pedestrian bridges.

Fee $6,385.00

IX. Services During Construction

MCE shall facilitate project communication and maintain project records during the construction administration phase. Tasks associated with the phase may include the following:

- Review of all related shop drawings

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- Review and approval of submittals
- Respond to RFI's
- OAC Meetings
- On-site meetings (after construction permit has been obtained)

On-site construction observation and travel as requested, or required, by the City of Fayetteville shall be billed at the current hourly rates at the time the service is provided. Inspection is required for all public drainage and utilities, and for all private drainage improvements.

Project close out shall include all items necessary to facilitate construction and to obtain the final Certificate of Occupancy. These items may include the following:

- Conduct field visits during construction
- Public improvements inspection and punch list
- Record drawings
- Engineer and surveyor certification
- Elevations certification

Fee ……..…….... Hourly, not to exceed $51,000.00

X. Reimbursable Expenses

- Review and permit fees (City of Fayetteville, Arkansas Department of Environmental Quality, Arkansas Department of Health, FEMA, etc.)
- Mileage
- Miscellaneous reimbursable charges such as printing, color printing, postage

Fee ……..... $2,500.00

Total Project Fee (including hourly phase) ……..…..$183,285.00

Responsibility of the Client to provide the following:

- Notice to proceed
- Payment within 30 calendar days of receipt of invoice

Additional Services

In addition to the services described above McClelland Consulting Engineers, Inc. is available to provide and/or coordinate additional services when requested and authorized by the owner. All additional services will be performed under separate letter or upon an hourly basis per the attached schedule of charges.

Services Not Included

- Site lighting plans beyond the east-west trail
- Offsite utility plans
- LEED permitting / certification
- Construction staking services

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- Conditional-use permits or variances
- Materials testing
- Perspectives, renderings, and models
- Environmental site assessments
- Environmental impact analysis
- Replatting
- Easement Plat
- Alley vacation, easements abandonments and right of way dedications
- Final as-built survey
- Historical or archeological studies
- Updated title policy
- Wetlands delineation / 404 permitting
  Water distribution report
- Rezoning
- Geotechnical reporting
- Retaining wall design
- Tree assessment/mitigation and tree preservation plan

5/15/2023

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	**.655/mi**

**** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.***

Exhibit 'A'

PHASE 1 IMPROVEMENTS

Crafton Tull

CITY OF FAYETTEVILLE ARKANSAS

Bryce Davis Park

Master Plan
October 2, 2023
+/- 26 Acres

SOFT SURFACE TRAIL REMOVED FROM SCOPE OF WORK

SS Trail w/ Bridge
Trail = 1,120 LF
Bridge = 35 LF

35 LF

ENLARGED LAKE

HS Trail w/Bridge
Trail: 1,250 LF x 10.5' wide = 1,458sy
Bridge: 50 LF

50 LF

LIMITS OF TOPOGRAPHIC SURVEY

OPEN FIELD

Concrete Apron = 27.5sy

IAMS DOG PARK

Add sidewalk to each pavilion
250 LF total
x 4' wide
= 111sy

Realign Fence
225 LF

WOODS

WETLAND POND

New Sidewalk
150 LF x 5' wide
= 83 sy

LIDAR SURFACING SHALL BE USED AS BASIS OF DESIGN FOR IMPROVEMENTS OUTSIDE OF FIELD SURVEYED AREAS

LIDAR SURFACING SHALL BE USED AS BASIS OF DESIGN FOR IMPROVEMENTS OUTSIDE OF FIELD SURVEYED AREAS

35 LF

SS Trail w/Bridge
Trail = 520 LF
Bridge = 35 LF

THE LINKS APARTMENTS

N CROOKED STICK DR
ALBANY LN
W ESSEX DR
W BUCKEYE ST
HARVARD ST
YALE ST
N DARTMOUTH AVE
W PRINCETON ST

KEY

- (A) CREEKSIDE SEATING
- (B) HARD SURFACE TRAIL
- (C) BRIDGE
- (D) SOFT SURFACE TRAIL
- (E) FISHING PIER
- (F) FUTURE TRAIL TO HAMESTRING CREEK
- (G) PICNIC GATHERING
- (H) WETLAND BOARDWALK
- (I) NATURE PLAYGROUND
- (J) RESTROOM
- (K) ARBORETUM & EDUCATIONAL SIGNAGE
- (L) WIDEN PATH
- (M) EXISTING PAVILION
- (N) COVERED SEATING
- (O) DOG WASH STATION
- (P) IMPROVE DRAINAGE
- (Q) PAVILIONS
- (R) REALIGN FENCE
- (S) SEATING & BIKE REPAIR STATION
- (T) EXISTING RESTROOM
- (U) OBSERVATION DECK
- (V) REHABILITATE EX STRUCTURE & ADD EDUCATIONAL SIGNAGE
- (W) EXISTING PLAY STRUCTURES
- (X) REFRESH EX BASKETBALL COURTS
- (Y) RESTRIPE EX PARALLEL PARKING
- (Z) FUTURE PLAY
- (1) PAVILION/ PLAZA
- (2) ENTRY FEATURE
- (3) SHADE SAILS
- (4) PARK SIGNAGE
- (5) EXISTING PARKING
- (6) REPLACE EX FENCE

- ART
- (WS) WAYFINDING SIGNAGE
- PARK BENCHES
- PICNIC TABLE & GRILL
- HAMMOCKS
- EXISTING VEGETATION

X East-West Lighting

GRAPHIC SCALE IN FEET
80' 0 80'

Park Planning
1/10/2024

Bryce Davis Park
Opinion of Probable cost

Prepared for estimating design work for Phase One

Item	QTY	Unit	Unit Cost	Total
Mobilization	1	LS	$ 50,000	$ 50,000
Bonds & Insurance	1	LS	$ 25,000	$ 25,000
SWPP/TPP	1	LS	$ 15,000	$ 15,000
Owner's Allowance	1	LS	$ 40,000	$ 40,000
Sidewalk (playground)	83	SY	$ 90	$ 7,470
Sidewalk (dog park)	111	SY	$ 90	$ 9,990
Pavilion (playground) 16x24	384	EA	$ 75	$ 28,800
Pavilion (dog park) 12x18	432	SF	$ 75	$ 32,400
SS Trail (playground)	520	LF	$ 5	$ 2,600
~~SS Trail (lake)~~	~~1120~~	~~LF~~	~~$ 5~~	~~$ 5,600~~
10' Trail	1458	SY	$ 100	$ 145,800
Bridge (playground) 5' wide	35	LF	$ 1,389	$ 48,615
Bridge (lake north) 5' wide	35	LF	$ 1,389	$ 48,615
Bridge (lake south) 10' wide	50	LF	$ 2,778	$ 138,900
Shade Sails	2	EA	$ 20,000	$ 40,000
Basketball restriping	2	EA	$ 1,000	$ 2,000
Parking restriping	1	EA	$ 3,500	$ 3,500
Dog park fence	225	LF	$ 115	$ 25,875
Dog park conc. apron	275	SY	$ 90	$ 24,750
Dog park drainage	750	LF	$ 70	$ 52,500
Dog wash station	1	EA	$ 3,750	$ 3,750
Restroom	1	EA	$ 271,500	$ 271,500
Rehab Wetland Structure	1	EA	$ 35,000	$ 35,000
Benches	20	EA	$ 2,000	$ 40,000
Lighting east-west trail	20	EA	$ 3,500	$ 70,000
Wayfinding signage	4	EA	$ 850	$ 3,400
Miscellaneous	1	EA	$ 48,935	$ 48,935
			TOTAL	$ 1,220,000

-

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1854

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **120 Water Audit, Inc. - Water Service Line Inventory Compliance**

RECOMMENDATION:
Staff recommends approval of a Professional Services Agreement with 120 Water Audits, Inc. (120Water) for water service line inventory assistance for a 2-year term at $55,000.00 per year.

BACKGROUND:
EPA revised the Lead and Copper Rule in 2021. This rule is known as the Lead and Copper Rule Revisions (LCRR). It improves the protection of children and communities from lead exposure by sampling schools and daycare facilities, removing lead service lines, and empowering communities through public education. The LCRR establishes a compliance deadline of October 16, 2024, for water systems to complete their initial service line inventories. EPA announced on December 16, 2021, that they will begin developing a new regulation, the Lead and Copper Rule Improvements (LCRI), to strengthen key elements of the LCRR. EPA plans to finalize the rule in the summer of 2024, and the estimated compliance deadline for the LCRI is the summer or fall of 2027, three years after the effective date of the rule.

On February 9, 2024, the City of Fayetteville conducted a formal Engineering Selection meeting. 120Water was selected to negotiate an Engineering Services contract for LCRR Inventory compliance assistance (RFQ 24-01, Selection #5). The scope includes support for inventory building, verification, database management, sampling and communications to maintain compliance with state and federal guidelines related to LCRR.

DISCUSSION:
The primary project deliverables include a cloud-based database and web map which will be used to populate the State's template for submitting the inventory in October for minimum compliance with the rule. Since the deliverable is a cloud-based software primarily, the contract is structured as a yearly fee of $55,000.00 for a 2-year term. During this 2-year term it is anticipated that EPA will finalize its rulemaking such that the utility can make a decision moving forward if these features should be kept active.

BUDGET/STAFF IMPACT:
Funds are available in the Water System Rehabilitation/Replacement account.

ATTACHMENTS: SRF (#3), Agreement (#4), Appendix A to Agreement - Quote from 120 Water Audit, Inc. (#5)

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

File #: 2024-1854

120 Water Audit, Inc. - Water Service Line Inventory Compliance

A RESOLUTION TO APPROVE A TWO YEAR PROFESSIONAL SERVICES AGREEMENT WITH 120 WATER AUDITS, INC. FOR WATER SERVICE LINE INVENTORY COMPLIANCE SERVICES IN THE AMOUNT OF $55,000.00 PER YEAR

WHEREAS, the Lead and Copper Rule Revisions were implemented by the Environmental Protection Agency in 2021 to provide greater protection against lead exposure by requiring water sampling at schools and day cares, removal of lead service lines, and public education; and

WHEREAS, water systems must complete their initial service line inventories by October 16, 2024, to comply with the Lead and Copper Rule Revisions and 120 Water Audits, Inc. was selected through RFQ 24-01, Selection # 5 to provide inventory compliance services.

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 two year professional services agreement with 120 Water Audits, Inc. for water service line inventory compliance services in the amount of $55,000.00 per year.

City of Fayetteville Staff Review Form

2024-1854

Item ID

4/2/2024

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

Tim Nyander	3/15/2024	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a Professional Services Agreement with 120 Water Audits, Inc. (120Water) for water service line inventory assistance for a 2-year term at $55,000.00 per year.

Budget Impact:

5400.720.5600-5314.00	Water and Sewer
Account Number	Fund
12009.1	Water System Rehabilitation/Replacement
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	8,383,263.00
		Expenses (Actual+Encum)	$	5,562,151.67
		Available Budget	$	**2,821,111.33**
Does item have a direct cost?	Yes	Item Cost	$	55,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**2,766,111.33**

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

AGREEMENT
For
PROFESSIONAL SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
120 WATER AUDIT, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made effective as of _____, 2024 ("Effective Date"), by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and 120 Water Audit, Inc. d/b/a 120Water (hereinafter called 120Water).

CITY OF FAYETTEVILLE from time to time requires professional services in connection with the creation and/or maintenance of a lead service line inventory in order to comply with the EPA "Lead and Copper Rule," originally adopted in 1991. Therefore, CITY OF FAYETTEVILLE and 120Water in consideration of their mutual covenants agree as follows:

120Water shall serve as CITY OF FAYETTEVILLE's provider of water test administration and reporting services made available to web-based and mobile users via the 120Water Platform hosted by 120Water (the "Services") in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of 120Water's services. "120Water Platform" means 120Water's proprietary online hosted software platform, website, operating systems, hardware, and other technical resources used by 120Water to provide the SaaS Services. All Services shall be performed under the direction of competent personnel that are duly 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 120Water.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of 120Water.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved in writing by the Mayor and the City Council and by 120Water **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 1 - BASIC SERVICES OF 120WATER

2.1 Perform Services in connection with the Project as hereinafter stated.

1.1.1 The Scope of Services to be furnished by 120Water is included in Appendix A attached hereto and made part of this Agreement.

1.2 120Water shall coordinate their activities and services with the CITY OF FAYETTEVILLE. 120Water and CITY OF FAYETTEVILLE agree that 120Water has full responsibility for the Services.

1.3 Subcontractors. 120Water may engage subcontractors to perform or to support 120Water's performance of portions of the Services provided or made available to substantially all of 120Water's customers (e.g., data hosting, water testing, and other service providers), provided that 120Water may not subcontract to a subcontractor dedicated to CITY OF FAYETTEVILLE's account any custom Services or custom-created Deliverables (defined below) specifically purchased only by CITY OF FAYETTEVILLE (and set forth in a separate or supplemented Appendix A) without CITY OF FAYETTEVILLE's prior written consent, such consent not being unreasonably withheld, delayed, or conditioned.

SECTION 2 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of 120Water.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements.

3.1.2 Assist 120Water by placing at 120Water's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist 120Water in obtaining access to property or other information or materials in possession of the CITY OF FAYETTEVILLE as reasonably necessary for 120Water to perform Services under this Agreement.

3.1.4 Examine all studies, reports, proposals, and other documents presented by 120Water and render in writing decisions pertaining thereto.

3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the provision of Services, 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 120Water in a timely manner.

SECTION 3 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

4.2 The provisions of this Agreement have been agreed to in anticipation of completion of the Services. 120Water will proceed with providing the Services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the Services authorized and the time in which the Services are to be completed. The anticipated schedule is included as Appendix A.

SECTION 4 - PAYMENTS TO 120WATER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$__55,000__annuallly for a minimum of two years**. The CITY OF FAYETTEVILLE shall compensate 120Water based on a Unit Price or Lump Sum basis as described in Appendix A.

5.2 Statements

5.2.1 Unless stated otherwise in Appendix A or agreed to otherwise by the parties, monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Services consistent with 120Water's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of this Agreement. Applications for payment shall be made in accordance with a format to be developed by 120Water and approved by CITY OF FAYETTEVILLE. Final payment for Services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of 120Water'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 120Water 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.

5.3.2 If CITY OF FAYETTEVILLE's account is 15 days or more overdue, 120Water may, in addition to any of its other rights or remedies, suspend CITY OF FAYETTEVILLE's access to the 120Water Platform and/or suspend provision of the Services until such amounts are paid in full. If CITY OF FAYETTEVILLE brings its account current within 15 days after suspension commences, 120Water will restart access to the 120Water Platform and the provision of Services. If such failure to pay has not been cured within 30 days of the payment due date, then upon written notice, 120Water may terminate this Agreement and any or all outstanding projects as referenced in Appendix A (or any supplement thereto) without penalty.

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, 120Water 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 120Water 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 120Water or its sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 5 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, 120Water will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$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

120Water 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 120Water 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 120Water's services.

6.2 Professional Responsibility

6.2.1 120Water will exercise reasonable skill, care, and diligence in the performance of 120Water services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to 120Water any defects or suspected defects in 120Water services of which CITY OF FAYETTEVILLE becomes aware, so that 120Water can take measures to minimize the consequences of such a defect. 120Water warrants that: (a) the functionality of the Services will not be materially decreased during the term of this Agreement; (b) 120Water shall take commercially reasonable measures to protect against the Services or any Deliverables (defined below) containing or transmitting viruses, worms, time bombs, Trojan horses or other harmful files, scripts, agents or programs to CITY OF FAYETTEVILLE; and, (c) 120Water will exercise reasonable skill, care, and diligence in the performance of 120Water's Services and will carry out its responsibilities in accordance with customarily accepted industry practices (all of the foregoing collectively referred to as the "Service Warranty"). CITY OF FAYETTEVILLE must report to 120Water in writing any failure of the Services to materially conform to the Service Warranty within two years of such Services in order to receive warranty remedies. For any breach of the Service Warranty, 120Water shall re-perform the Services (at no cost to CITY OF FAYETTEVILLE), and, if 120Water is unable to re-perform the deficient Services as warranted within 30 days of receipt of notice (or such other time as agreed to in writing by the parties), 120Water shall refund to or credit CITY OF FAYETTEVILLE a pro rata portion of the fees paid for the deficient Services. Warranties for third-party products are governed

under the applicable third-party warranty terms, and CITY OF FAYETTEVILLE expressly acknowledges that 120Water has no obligations with regard to third-party products. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of 120Water.

6.2.2 "Deliverables" means (a) the deliverables (e.g., custom reports) specified in Appendix A (attached hereto or as supplemented during this Agreement) that are expressly created by 120Water for CITY OF FAYETTEVILLE and (b) all reports provided or made accessible to CITY OF FAYETTEVILLE pursuant to the same. CITY OF FAYETTEVILLE shall own all Deliverables.

6.3 [Intentionally Omitted]

[Intentionally Omitted]

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of 120Water'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 120Water.

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 thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and, other than for failure to timely pay amounts due under this Agreement, thirty (30) days to cure such failure, and

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 120Water is given:

6.5.2.1 Not less than thirty (30) 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 120Water at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of 120Water's default.

6.5.4 If termination for default is effected by 120Water, 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 120Water for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by 120Water 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, 120Water shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Upon CITY OF FAYETTEVILLE's request, provide CITY OF FAYETTEVILLE with a copy of City Data (defined below) held by 120Water, and 120Water shall convert CITY OF FAYETTEVILLE's account to an inactive status. 120Water may, but shall not be obligated to, delete all City Data after Customer's account converts to inactive status.

6.5.5.2.1. "City Data" means all electronic data (including, but not limited to, Personal Information, as defined under applicable data privacy law) uploaded by CITY OF FAYETTEVILLE to the 120Water Platform. "Derivative Data" means collectively, (i) information derived or generated from or based on City Data, but not containing City Data, (ii) City Data which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) City Data which has been aggregated with other data but which no longer identifies a specific individual or CITY OF FAYETTEVILLE.

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 120Water to fulfill contractual obligations, it is determined that 120Water 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 120Water are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond 120Water's reasonable control, 120Water shall be entitled to additional compensation and time for reasonable costs incurred by 120Water in temporarily closing down or delaying the Services.

6.7 Rights and Benefits

6.7.1 120Water's Services performed pursuant to the terms of this Agreement 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 120Water 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 120Water 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 120Water 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 120Water 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 120Water 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 120Water for services rendered by 120Water.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of 120Water's employees and the importance of 120Water's public relations, 120Water may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to 120Water's Services. 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 120Water 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 120Water's activities pertaining to any such publication shall be for 120Water'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 120Water from and against any and all third-party claims for 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 Ownership of City Data. As between CITY OF FAYETTEVILLE and 120Water, CITY OF FAYETTEVILLE owns all City Data.

6.12.2 Use of City Data. CITY OF FAYETTEVILLE hereby grants 120Water and its contractors a limited, nonexclusive right and license to use all City Data during this Agreement, and, after expiration or termination as permitted herein.

6.12.3 Derivative Data and Usage Data. 120Water shall irrevocably own all Derivative Data and Usage Data and may use or disclose it in any way it chooses. "Usage Data" means statistical data related to CITY OF FAYETTEVILLE's access to and use of the Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision of the Services and operation of the 120Water Platform. This Section 6.12 shall survive any expiration or termination of this Agreement.

6.12.4 Right to Use City Data and Name. Customer hereby grants 120Water a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the City Data, and to use the trademarks and trade name of CITY OF FAYETTEVILLE, in connection with providing the Services to CITY OF FAYETTEVILLE hereunder.

6.12.5 Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of 120Water.

6.12.6 120Water understands and acknowledges that CITY OF FAYETTEVILLE is a governmental entity which is subject to applicable open records acts. CITY OF FAYETTEVILLE understands that 120Water has confidential information which is a trade secret and, therefore, exempt from disclosure under applicable open records acts. Such information is related to the Services or the software, pricing, technology or content underlying the Services, or relating to any other of 120Water's or its business partners' products or services (including any beta version of a service), software, technology, customers, business plans, and other business affairs. CITY OF FAYETTEVILLE agrees not to disclose or use any such confidential information for any purpose outside the scope of this Agreement, which is clearly marked as "CONFIDENTIAL NOT SUBJECT TO DISCLOSURE" (or similar marking), except with the 120Water's prior written permission or if required by applicable law or judicial order. If CITY OF FAYETTEVILLE is compelled by law an order issued by a judge or public competent authority to disclose such confidential information, it shall provide 120Water with prior notice of such compelled disclosure (to the extent legally permitted). This confidentiality obligation as shall remain in force and effect at all times during this Agreement, and for a period of five years after termination or expiration of this Agreement.

6.12.7 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. 120Water 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 Intellectual Property.

6.13.1 Subject to the limited rights expressly granted hereunder, 120Water reserves all rights, title and interest in and to the 120Water Platform, including, but not limited to, all software, technology and other materials associated therewith, all Documentation and content (excluding City Data), other technical resources used by 120Water to provide the Services (which Services include developing, training, testing, correcting, and improving the 120Water Platform, such activities for which may include the use of City Data), all new programs, upgrades, modifications, or enhancements the foregoing developed by 120Water in connection with rendering the Services to CITY OF FAYETTEVILLE and all copies, modifications and derivative works thereof, and all 120Water trademarks, names, logos, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. "Documentation" means the user guides and specifications for the Services that are made available from time to time by 120Water in electronic or tangible form, but excluding any sales or marketing materials. CITY OF FAYETTEVILLE shall own all reports produced by the 120Water Platform or provided by 120Water pursuant to the applicable or supplemented Appendix A. No rights are granted to CITY OF FAYETTEVILLE hereunder other than as expressly set forth herein.

6.13.2 Feedback. If CITY OF FAYETTEVILLE provides or otherwise makes available to 120Water any feedback, suggestions, recommendations, data, or other input regarding the 120Water Platform, Services, or Documentation, or resulting from CITY OF FAYETTEVILLE's use thereof (collectively, "Feedback"), CITY OF FAYETTEVILLE agrees to and does hereby assign to 120Water all right, title, and interest in and to all Feedback. 120Water shall not publicly identify CITY OF FAYETTEVILLE in any use of the Feedback. CITY OF FAYETTEVILLE has no responsibility or liability for any Feedback or for 120Water's use thereof. 120Water agrees to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE for any use by 120Water of any Feedback.

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

120Water's address:
250 S Elm St
Zionsville, IN 46077

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and 120Water each binds itself and its 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 120Water shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other, other than in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of 120Water's assets or equity, provided that (a) if the assignee cannot

provide CITY OF FAYETTEVILLE with adequate written assurances of performance reasonably acceptable to CITY OF FAYETTEVILLE, or (b) if the assignee is an entity with whom CITY OF FAYETTEVILLE is prohibited by law or regulation from conducting business, then CITY OF FAYETTEVILLE may terminate this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any assignment in violation of this Agreement shall be of no power or effect.

6.15 Controlling Law

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

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between 120Water and CITY OF FAYETTEVILLE relative to the Scope of Services described in Appendix A. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to 120Water a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by 120Water, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations. The background recitals form a material part of this Agreement.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of 120Water

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of specifications, reports and Services furnished hereunder shall not in any way relieve 120Water of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any 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 120Water shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by 120Water'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 Data. Notwithstanding the foregoing, any damages related to the provision of Services under the Service Warranty will be limited to the remedies under Section 6.2.1.

7.1.3 120Water's obligations under this clause are in addition to 120Water'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 120Water for faulty materials, equipment, or work, subject to the Service Warranty in Section 6.2.1.

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 120Water 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 120Water shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with practices consistently applied in effect on the date of execution of this Agreement. 120Water shall also maintain the financial information and data used by 120Water 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. 120Water 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. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

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

7.3.3.1 Negotiated prime agreements:

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

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

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of 120Water;

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

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 120Water 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 120Water 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 120Water or any of 120Water'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 120Water 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 120Water as it could pursue in the event of a breach of the Agreement by 120Water 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 120Water 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, 120Water will exercise commercially reasonable efforts 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.), with the exception of information described in Section 6.12.7. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

[*Signature page follows*]

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and 120Water Audit, Inc., by its authorized officer, have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS	120 WATER AUDIT, INC.
By :_____	By: Matthew Boes
Lioneld Jordan, Mayor	Matthew Boes, Vice President of Sales
ATTEST:	
By:_____	Title: Vice President of Sales
City Clerk-Treasurer	

END OF AGREEMENT FOR PROFESSIONAL SERVICES

120Water

Fayetteville, AR - LSLI

Fayetteville - AR
2435 S Industrial Drive
Fayetteville, AR 28301
UNITED STATES

Reference: 20240305-112542971
Quote created: March 5, 2024
Quote expires: June 3, 2024
Quote created by: Steve Smith
"Senior Account Executive"
steve.smith@120water.com

Corey Granderson
cgranderson@fayetteville-ar.gov
479.444.3452

Aaron Watkins
jwatkins@fayetteville-ar.gov
479-575-8203

Tim Nyander
tnyander@fayetteville-ar.gov
479-575-8390

Comments from Steve Smith

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
LCRR Managed Service LCRR Coaching & guidance through Inventory Building, Verification, on-going Management, Sampling and Communication. Our team will provide assistance in Inventory Building through the normalization of CSV & Excel data exports to create a concise list of service locations and the asset records to coincide. Material Classifications are the responsibility of the water system but we will work together to identify best practices for identifying those materials.	$20,000.00 / year	1	24

Item Name & Description	Unit Price	Quantity	Term (months)
PWS Pro PWS application with Inventory, Program & Event Management & Workflows	$35,000.00 / year	1	24

Annual subtotal	$55,000.00
Total	**$55,000.00**

Purchase terms

Annual Billing/Net 30
Invoice Terms:
Billing Street Address:
Billing City:
Billing State:
Billing Zip Code:
Billing Country:
Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at https://120water.com/master-services-agreement/ (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me

Steve Smith
"Senior Account Executive"
steve.smith@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1857

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Budget Adjustment for Water Meters**

RECOMMENDATION:
Staff recommends a budget adjustment to utilize funds from a completed sewer rehabilitation project to purchase water meters.

BACKGROUND:
The City utilized capital funding to purchase water meters each year. The allotment of $1,000,000 only replaces approximately 3,900 of the more than 50,000 water meters we have in the City's distribution system. The additional purchase of 2,200 meters and 100 cellular endpoints will be beneficial to the overall water meter replacement strategy.

DISCUSSION:
The purchase order for Structural Preservation Systems was closed with a remaining balance of $822,618. This money went back to CIP project 02017 Sewer Rehabilitation. Staff is requesting a budget adjustment of $608,317.00 to CIP project 02065 Water Meters to purchase the additional water meters.

BUDGET/STAFF IMPACT:
Since funding is generated from funds that were previously encumbered, there will not be an additional impact on the Water & Sewer Fund.

ATTACHMENTS: SRF (#3), BA (#4), Meter Quote Feb 2024 (#5)

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

File #: 2024-1857

Budget Adjustment for Water Meters

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $608,317.00 TO UTILIZE FUNDS FROM A COMPLETED SEWER REHABILITATION PROJECT TO PURCHASE WATER METERS

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 $608,317.00 to utilize funds from a completed sewer rehabilitation project to purchase water meters.

City of Fayetteville Staff Review Form

2024-1857

Item ID

4/2/2024

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

Tim Nyander	3/15/2024	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends a budget adjustment to utilize funds from a completed sewer rehabilitation project to purchase water meters.

Budget Impact:

5400.720.1840-5811.00	Water and Sewer
Account Number	Fund
02065.1	Water Meters
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,204,738.00
		Expenses (Actual+Encum)	$	1,050,976.73
		Available Budget	$	**153,761.27**
Does item have a direct cost?	Yes	Item Cost	$	608,316.81
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	608,317.00
		Remaining Budget	$	**153,761.46**

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: Shea Fankhouser	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed from the Sanitary Sewer Rehabilitation account to the Water Meters account to cover the costs of new water meters in 2024. Cost savings from the emergency trenchless repair of the sewer line under I-49 are being moved into the Water Meters account to purchase 2,200 meters and 100 cellular endpoints.

COUNCIL DATE: 4/2/2024

ITEM ID#: **2024-1857**

April Melton
3/15/2024 3:57 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024222

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
5400.720.5700-5815.00	(608,317)	-	02017	1	EX	Improvements - Sewer
5400.720.1840-5811.00	608,317		02065	1	EX	Water Meters
	-	-				
		-				
		-				
	-	-				
	-	-				
	-

QUOTATION

FROM
HENARD UTILITY PRODUCTS, INC.
P.O. Box 9238
SEARCY, ARKANSAS 72145
PHONE (501)268-1987 FAX (501)268-7437
www.henardutility.com

TO Fayetteville Water and Sewer

Harlan Henson

Email: hhenson@fayetteville-ar.gov

INQUIRY NO: 22724-1

DATE 27 February 2024

TERMS Net 30 Days

DELIVERY TBD

PRICES ARE QUOTED F.O.B.

Fayetteville, AR

WE ARE PLEASED TO QUOTE AS FOLLOWS:

QTY.	DESCRIPTION	PRICE EA.	AMOUNT
2,000	Badger Model M25 – 5/8x3/4 Low Lead Bronze Positive Displacement Meter – Plastic Bottom – HR-E 8 Dial Encoder – LTE-M Beacon Cellular Endpoint - US Gallons – Twist Tight Connector – Serial Numbers to be Embossed on Outside of the Lid.	$255.85	$511,700.00
100	Badger Model E55 – 1" Low Lead Bronze Fire Service E-Series Meter "Red Lid" – HR-E LCD 9 Dial Encoder - US Gallons – Twist Tight Connector – Serial Numbers to be Embossed on Outside of the Lid.	$281.75	$28,175.00
100	Badger LTE-M Beacon Cellular Endpoint – Twist Tight Connector – 100-2810	$144.00	$14,400.00
	Subtotal		$554,275.00
	Sales tax @ 9.75%		$54,041.81
	Total		**$608,316.81**

QUOTED BY: Alex Bunn abunn@henardutility.com

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1819

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

SUBJECT: **Approval of a budget adjustment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget**

RECOMMENDATION:
Approval of a budget adjustment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

BACKGROUND:
The Fayetteville Fire Department per Ordinance 33.050 Response to Hazardous Materials Incidents is authorized to respond to hazardous materials incidents pursuant to the Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County, or any other mutual aid agreement or program requiring a hazardous materials incident response.

DISCUSSION:
The City of Fayetteville has received $14,634 of Hazmat Services Revenue from Washington County. The Fire Department would like to utilize the revenue to offset costs for the Fayetteville Hazmat Team. It will be utilized to cover expenses for training and related expenses. These purchases will be vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:
Increase expenses to correspond with hazmat services revenue received.

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

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

File #: 2024-1819

Approval of a budget adjustment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $14,634.00 RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of $14,634.00 recognizing Hazmat Services Revenue received from Washington County and increasing the related expense budget.

City of Fayetteville Staff Review Form

2024-1819

Item ID

4/2/2024

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

Brad Hardin	3/12/2024	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a budget adjustment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040-5304.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	6,000.00
		Expenses (Actual+Encum)	$	996.12
		Available Budget	$	5,003.88
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	14,634.00
		Remaining Budget	$	19,637.88

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	FIRE (300)	
	Requestor: Brad Hardin	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a budget adjustment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

COUNCIL DATE: 4/2/2024

ITEM ID#: **2024-1819**

Holly Black
3/12/2024 11:08 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2024222

TOTAL	14,634	14,634				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.300.3040-5304.00	14,634	-			EX	Travel & Training
1010.300.3040-4401.08	-	14,634			RE	Reimbursements - HAZMAT Interlocal Reve
	-	-				
	-	-				
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1721

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Blake Pennington, Assistant City Attorney

SUBJECT: **Amend § 50.04 Depositing on Vacant Lots - Council Member Turk**

RECOMMENDATION:
Council Member Turk is sponsoring an ordinance to amend Section 50.04 to include a prohibition on dumping mulch, compost, fill dirt, and brush on vacant lots.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Ord - Amend 50.04 Depositing on Vacant Lots - Councilmember Turk Approved 2.7.24 (#3), Depositing on Vacant Lots Amendment - Raven Lane Exhibit (#4)

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

File #: 2024-1721

Amend § 50.04 Depositing on Vacant Lots - Council Member Turk

AN ORDINANCE TO AMEND §50.04 DEPOSITING ON VACANT LOTS OF THE FAYETTEVILLE CODE TO INCLUDE A PROHIBITION ON DUMPING MULCH, COMPOST, FILL DIRT, AND BRUSH ON VACANT LOTS IN THE CITY

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 50.04 **Depositing on Vacant Lots** of the Fayetteville Code and enacts a replacement § 50.04 as follows:

"**50.04 Depositing on Vacant Lots**

It shall be unlawful for any person to dump, throw or otherwise deposit any mulch, compost, fill dirt, brush, garbage or trash or accumulations of the same on any vacant lot in the city."

Civic Clerk Item No.: 2024-1721

AGENDA REQUEST FORM

FOR: Council Meeting of February 20, 2024

FROM: Council Member Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 50.04 **DEPOSITING ON VACANT LOTS** OF THE FAYETTEVILLE CODE TO INCLUDE A PROHIBITION ON DUMPING MULCH, COMPOST, FILL DIRT, AND BRUSH ON VACANT LOTS IN THE CITY

APPROVED FOR AGENDA:

Approved by email — 2/7/24

City Council Member
Teresa Turk

Blake Pennington — 2/7/24

Sr. Assistant City Attorney
Blake Pennington
Approved as to form

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 50.04 **DEPOSITING ON VACANT LOTS** OF THE FAYETTEVILLE CODE TO INCLUDE A PROHIBITION ON DUMPING MULCH, COMPOST, FILL DIRT, AND BRUSH ON VACANT LOTS IN THE CITY

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 50.04 **Depositing on Vacant Lots** of the Fayetteville Code and enacts a replacement § 50.04 as follows:

"**50.04 Depositing on Vacant Lots**

It shall be unlawful for any person to dump, throw or otherwise deposit any mulch, compost, fill dirt, brush, garbage or trash or accumulations of the same on any vacant lot in the city."

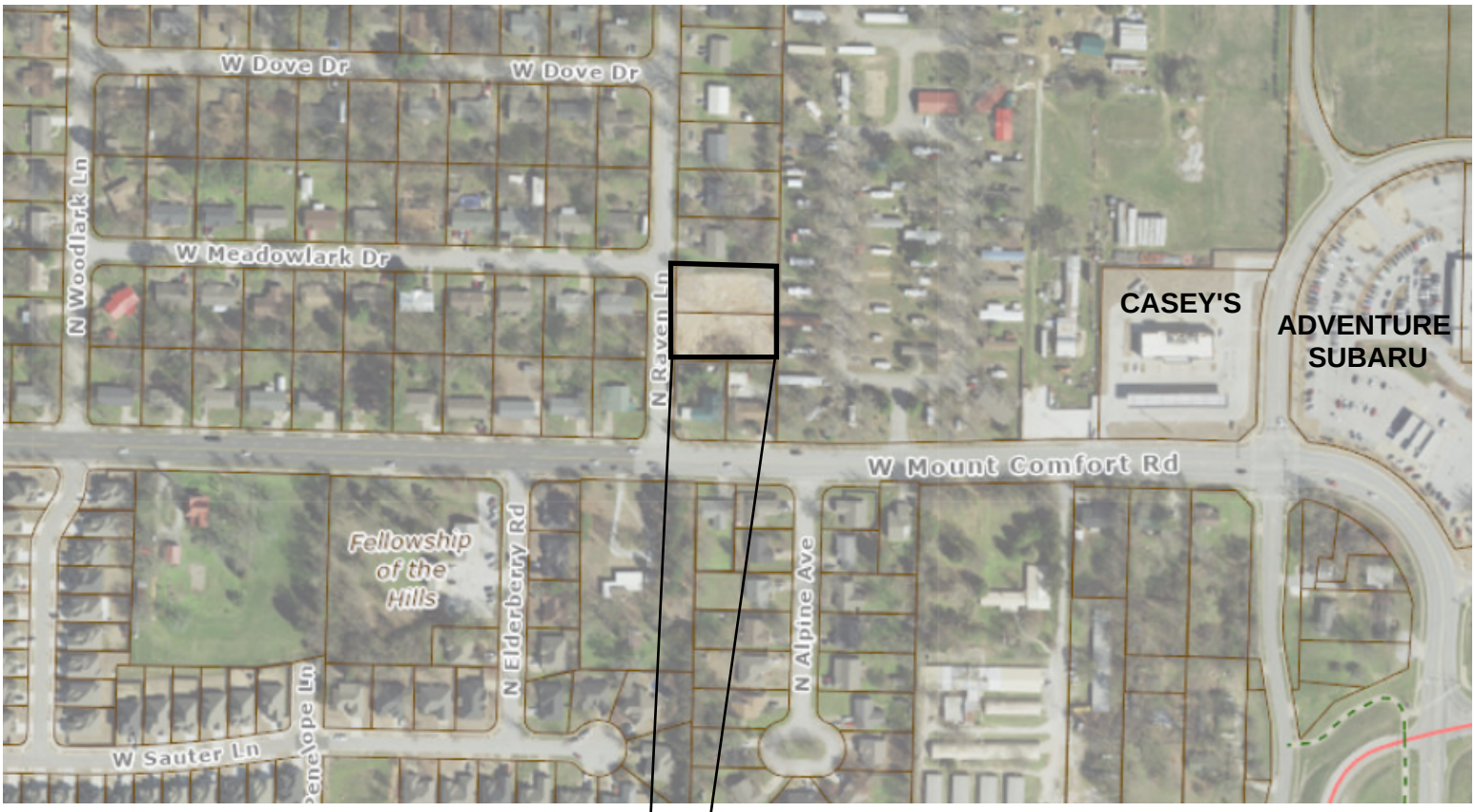
PASSED and **APPROVED** this 20th day of February, 2024.

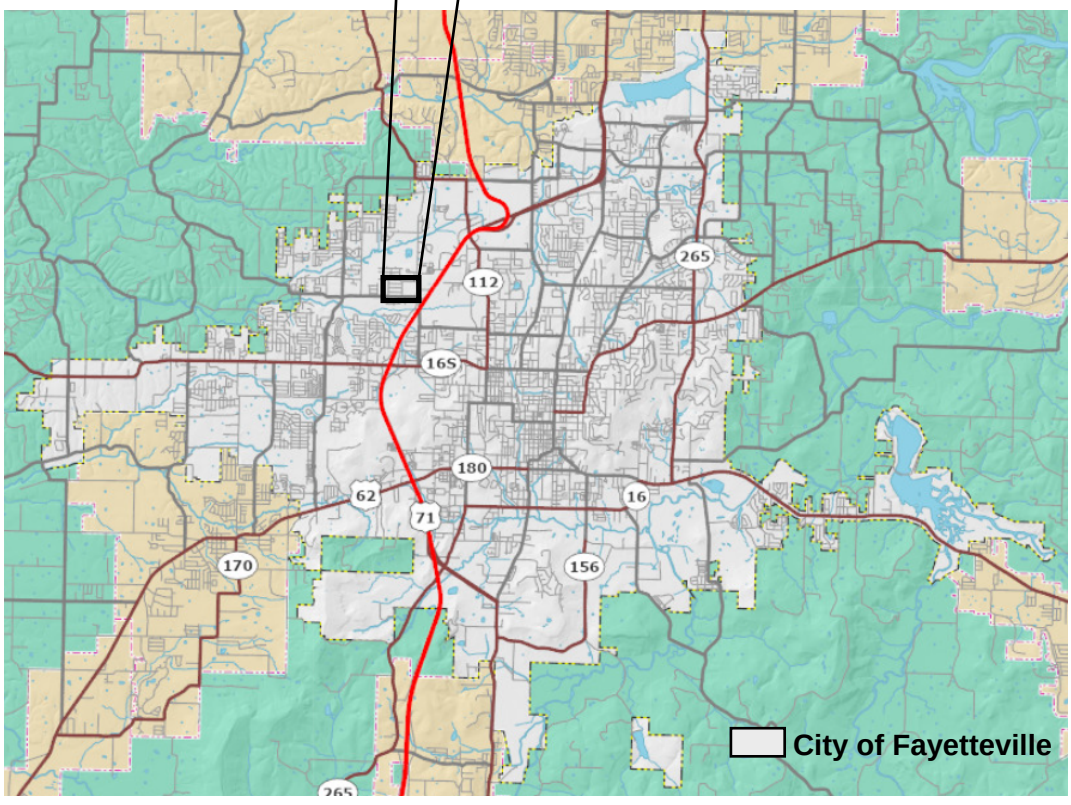
APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **KARA PAXTON**, City Clerk/Treasurer

Section 50.04 - Depositing on Vacant Lots

Property Exhibit - N. Raven Lane
(North of 2680 W. Mount Comfort Rd.)





Resident-Provided Site Photos (Non-Date Specific)

Staff Investigation Photos September & October 2023

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1728

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Steven Dotson, Internal Auditor

SUBJECT: **Authorization of the City to issue $85,000,000 in Water and Sewer System revenue bonds for the West Transmission Line**

RECOMMENDATION:
Recommend approval of an ordinance authorizing the issuance by the City not to exceed $85,000,000 in aggregate principal amount of it's Water and Sewer System Revenue Bondsa and approval of a Budget Adjustment.

BACKGROUND:
Note: Final documents including loan terms, amortization schedule, and additional documentation will be attached when received from the state. This item is being routed through for approvals prior to receiving the final terms from the State due to the time sensitive nature of this project.

The City is constructing a new 48 inch transmission water line to keep up with the rising water demand in Fayetteville. The City applied for an Arkansas Department of Agriculture Drinking Water State Revolving Loan in March of 2023 to fund this project. The City received notice in July of 2023 that the loan funding application was approved. On August 1, 2023 the City Council passed Resolution 169-23 authorizing Mayor Jordan to approve and execute loan terms with the Arkansas Natural Resources Division as well as other documents and required certifications. On October 2nd of 2023, Mayor Jordan signed a Memorandum of Agreement with the Arkansas Natural Resources Commission establishing the West Transmission Line project funding and the planning and design schedule for improvements funded by the State Revolving Loan Fund program. In following that memorandum of agreement, the City Council is required to hold a public hearing and pass an ordinance authorizing the City to issue bond funding.

DISCUSSION:
Spanning over 11 miles, the City's West Transmission Waterline will begin at a new Beaver Water District facility near Elm Springs and head southward through Elm Springs and Tontitown, crossing Hwy 412 and continuing into Fayetteville. The line will turn east and tie into an existing 36-inch waterline located near the Hwy 112 and Van Asche Drive intersection. The new 48-inch West Transmission Waterline project will secure access to safe drinking water and meet the City’s projected maximum demands.

Detailed engineering design work began in 2022 and is anticipated to be completed mid-2024. The new waterline is anticipated to be connected to Beaver Water District’s Western Corridor Pump Station in 2026.

The City has been awarded, and has accepted, use of the Arkansas Natural Resources Division Drinking Water State Revolving Loan Fund (DWSRF). The total funding amount will be finalized in June 2024 after loan

certification and closing are complete. Utilizing the DWSRF, the funding is structured as a bond issue, and the City is pledging Water and Sewer revenue to secure the bond. In order to complete the loan certification and closing by 6/28/24, the City is required to hold a public hearing and pass an ordinance authorizing the issuance of $85,000,000 in bond funding. This loan program offers municipalities and utilities access to low-interest rate loans, saving overall loan costs compared to market rates. The DWSRF (Drinking Water State Revolving Fund) program is administered by the Arkansas Department of Agriculture with joint funding from the U.S. Environmental Protection Agency and the state of Arkansas. DWSRF programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide.

BUDGET/STAFF IMPACT:
This project is going to be funded by the Arkansas Department of Agriculture Drinking Water State Revolving Fund.

ATTACHMENTS: Ordinance (#3), Fayetteville W&S RLF 2024 - Bond Purchase Agreement (#4), $85 Million Bond Memo (#5)

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

File #: 2024-1728

Authorization of the City to issue $85,000,000 in Water and Sewer System revenue bonds for the West Transmission Line

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED $85,000,000 WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2024, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF PLANNING, DESIGNING, ACQUIRING, CONSTRUCTING AND EQUIPPING CERTAIN WATER TRANSMISSION LINE IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND SERVICING FEE ON THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BOND; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, presently owns and operates a public water and sewer utility system (the "System") serving the residents of the City and its environs; and

WHEREAS, the City Council of the City has determined that there is a great need for a source of revenue to finance the costs of the planning, design, acquisition, construction and equipping of certain improvements to the System, including, specifically, the planning, design, acquisition, engineering, construction and equipping of a 48-inch water transmission line from the Beaver Water District to the City, together with related improvements (the "Project"); and

WHEREAS, an engineering report and plans and specifications for the Project have been examined by the City Council and copies of such report, plans and specifications are on file with the City and are available for inspection by any interested person; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution and Arkansas Code Annotated Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), to issue and sell its water and sewer revenue bonds and to expend the proceeds thereof to finance the costs of planning, design, acquisition, construction, equipping, improving, maintaining, operating and repairing the System; and

WHEREAS, as authorized under the provisions of Amendment 65 and the Authorizing Legislation, and in order to secure funds necessary to pay or reimburse all or a portion of the costs of the Project, and the costs incident to the issuance of a bond to finance the costs of said Project, upon the most favorable terms to the City and the users of the System, the City has made arrangements for the sale of its Water

and Sewer System Revenue Bond, Series 2024 (the "Bond"), in principal amount not to exceed $85,000,000 to the Arkansas Development Finance Authority, as purchaser (the "Bondholder"), at a price of par, which Bond shall bear interest at the rate of zero percent (0.00%) per annum, pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") among the City, the Bondholder and the Arkansas Natural Resources Commission (the "Commission"), which Bond Purchase Agreement has been presented to and is before this meeting; and

WHEREAS, an open public hearing on the question of the issuance of the Bond and the financing of the Project has been held before the Mayor and City Council on March 19, 2024, following publication of notice of such hearing in the Northwest Arkansas edition of the *Arkansas Democrat-Gazette* on February 25, 2024; and

WHEREAS, the City will also be required to pay to the Arkansas Development Finance Authority, as servicer with respect to the Bond (the "Servicer"), a monthly servicing fee equal to three-quarters of one percent (0.75%) per annum of the outstanding principal amount of the Bond (the "Servicing Fee");

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. The Project shall be accomplished and shall be a part of the System. The accomplishment of the Project shall be under the control and supervision of, and all details in connection therewith shall be handled by, the City, and the City shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The City shall let all contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the contractors as, in the judgment of the City, will fully insure completion of the Project in accordance with the plans and specifications therefor. The Mayor is hereby authorized to take, or cause to be taken, all action necessary to accomplish the Project and to execute all required contracts in connection thereto.

Section 2. The sale to the Bondholder of up to $85,000,000 in principal amount of the Bond at a price of par, such Bond to bear interest at the rate of 0.00% per annum and to be subject to a Servicing Fee of 0.75% per annum and otherwise to be subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby approved and the Bond is hereby sold to the Bondholder.

The Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting with such changes as may be approved by the Mayor, his execution to constitute complete evidence of such approval.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System after completion of the Project will be more than twenty-five (25) years, which is longer than the term of the Bond.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas and the Authorizing Legislation, the City of Fayetteville, Arkansas Water and Sewer System Revenue Bond, Series 2024 (the "Bond"), is hereby authorized to be issued in the total principal amount of not to exceed Eighty-Five Million Dollars ($85,000,000), the proceeds of the sale of which are necessary to provide sufficient funds to pay or reimburse a portion of the costs of accomplishing the Project, including, without limitation, legal fees

and other necessary expenses incidental to accomplishment of the Project, and to the issuance of the Bond.

The Bond shall bear interest at the rate of zero percent (0.00%) per annum and shall be subject to a Servicing Fee of three-quarters of one percent (0.75%) per annum based upon a 360-day year of twelve consecutive 30-day months. The Bond shall be dated the date of its delivery to the Bondholder. The Servicing Fee only shall be payable monthly commencing on the 1st day of the month following the issuance of the Bond and continuing on the 1st day of each month thereafter through and including April 1, 2027. Principal and the Servicing Fee shall be payable on May 1, 2027, and on the 1stday of each month thereafter until the unpaid principal is paid in full as follows:

Date	**Payment Amount**	**Interest**	**Servicing Fee**	**Principal**
May 1, 2027	381,503.44	-0-	53,125.00	328,378.44
June 1, 2027	381,503.44	-0-	52,919.76	328,583.68
July 1, 2027	381,503.44	-0-	52,714.40	328,789.04
August 1, 2027	381,503.44	-0-	52,508.91	328,994.53
September 1, 2027	381,503.44	-0-	52,303.28	329,200.16
October 1, 2027	381,503.44	-0-	52,097.53	329,405.91
November 1, 2027	381,503.44	-0-	51,891.66	329,611.78
December 1, 2027	381,503.44	-0-	51,685.65	329,817.79
January 1, 2028	381,503.44	-0-	51,479.51	330,023.93
February 1, 2028	381,503.44	-0-	51,273.25	330,230.19
March 1, 2028	381,503.44	-0-	51,066.85	330,436.59
April 1, 2028	381,503.44	-0-	50,860.33	330,643.11
May 1, 2028	381,503.44	-0-	50,653.68	330,849.76
June 1, 2028	381,503.44	-0-	50,446.90	331,056.54
July 1, 2028	381,503.44	-0-	50,239.99	331,263.45
August 1, 2028	381,503.44	-0-	50,032.95	331,470.49
September 1, 2028	381,503.44	-0-	49,825.78	331,677.66
October 1, 2028	381,503.44	-0-	49,618.48	331,884.96
November 1, 2028	381,503.44	-0-	49,411.05	332,092.39
December 1, 2028	381,503.44	-0-	49,203.49	332,299.95
January 1, 2029	381,503.44	-0-	48,995.81	332,507.63
February 1, 2029	381,501.44	-0-	48,787.99	332,715.45
March 1, 2029	381,503.44	-0-	48,580.04	332,923.40
April 1, 2029	381,503.44	-0-	48,371.96	333,131.48
May 1, 2029	381,503.44	-0-	48,163.76	333,339.68
June 1, 2029	381,503.44	-0-	47,955.42	333,548.02
July 1, 2029	381,503.44	-0-	47,746.95	333,756.49
August 1, 2029	381,503.44	-0-	47,538.35	333,965.09
September 1, 2029	381,503.44	-0-	47,329.63	334,173.81
October 1, 2029	381,503.44	-0-	47,120.77	334,382.67
November 1, 2029	381,503.44	-0-	46,911.78	334,591.66
December 1, 2029	381,503.44	-0-	46,702.66	334,800.78
January 1, 2030	381,503.44	-0-	46,493.41	335,010.03
February 1, 2030	381,503.44	-0-	46,284.03	335,219.41
March 1, 2030	381,503.44	-0-	46,074.52	335,428.92

April 1, 2030	381,503.44	-0-	45,864.87	335,638.57
May 1, 2030	381,503.44	-0-	45,655.10	335,848.34
June 1, 2030	381,503.44	-0-	45,445.19	336,058.25
July 1, 2030	381,503.44	-0-	45,235.16	336,268.28
August 1, 2030	381,503.44	-0-	45,024.99	336,478.45
September 1, 2030	381,503.44	-0-	44,814.69	336,688.75
October 1, 2030	381,503.44	-0-	44,604.26	336,899.18
November 1, 2030	381,503.44	-0-	44,393.70	337,109.74
December 1, 2030	381,503.44	-0-	44,183.00	337,320.44
January 1, 2031	381,503.44	-0-	43,972.18	337,531.26
February 1, 2031	381,503.44	-0-	43,761.22	337,742.22
March 1, 2031	381,503.44	-0-	43,550.13	337,953.31
April 1, 2031	381,503.44	-0-	43,338.91	338,164.53
May 1, 2031	381,503.44	-0-	43,127.56	338,375.88
June 1, 2031	381,503.44	-0-	42,916.07	338,587.37
July 1, 2031	381,503.44	-0-	42,704.46	338,798.98
August 1, 2031	381,503.44	-0-	42,492.71	339,010.73
September 1, 2031	381,503.44	-0-	42,280.83	339,222.61
October 1, 2031	381,503.44	-0-	42,068.81	339,434.63
November 1, 2031	381,503.44	-0-	41,856.66	339,646.78
December 1, 2031	381,503.44	-0-	41,644.39	339,859.05
January 1, 2032	381,503.44	-0-	41,431.97	340,071.47
February 1, 2032	381,503.44	-0-	41,219.43	340,284.01
March 1, 2032	381,503.44	-0-	41,006.75	340,496.69
April 1, 2032	381,503.44	-0-	40,793.94	340,709.50
May 1, 2032	381,503.44	-0-	40,581.00	340,922.44
June 1, 2032	381,503.44	-0-	40,367.92	341,135.52
July 1, 2032	381,503.44	-0-	40,154.71	341,348.73
August 1, 2032	381,503.44	-0-	39,941.37	341,562.07
September 1, 2032	381,503.44	-0-	39,727.89	341,775.55
October 1, 2032	381,503.44	-0-	39,514.28	341,989.16
November 1, 2032	381,503.44	-0-	39,300.54	342,202.90
December 1, 2032	381,503.44	-0-	39,086.66	342,416.78
January 1, 2033	381,503.44	-0-	38,872.65	342,630.79
February 1, 2033	381,503.44	-0-	38,658.51	342,844.93
March 1, 2033	381,503.44	-0-	38,444.23	343,059.21
April 1, 2033	381,503.44	-0-	38,229.82	343,273.62
May 1, 2033	381,503.44	-0-	38,015.27	343,488.17
June 1, 2033	381,503.44	-0-	37,800.59	343,702.85
July 1, 2033	381,503.44	-0-	37,585.78	343,917.66
August 1, 2033	381,503.44	-0-	37,370.83	344,132.61
September 1, 2033	381,503.44	-0-	37,155.75	344,347.69
October 1, 2033	381,503.44	-0-	36,940.53	344,562.91
November 1, 2033	381,503.44	-0-	36,725.18	344,778.26
December 1, 2033	381,503.44	-0-	36,509.69	344,993.75
January 1, 2034	381,503.44	-0-	36,294.07	345,209.37

February 1, 2034	381,503.44	-0-	36,078.31	345,425.13
March 1, 2034	381,503.44	-0-	35,862.42	345,641.02
April 1, 2034	381,503.44	-0-	35,646.40	345,857.04
May 1, 2034	381,503.44	-0-	35,430.24	346,073.20
June 1, 2034	381,503.44	-0-	35,213.94	346,289.50
July 1, 2034	381,503.44	-0-	34,997.51	346,505.93
August 1, 2034	381,503.44	-0-	34,780.94	346,722.50
September 1, 2034	381,503.44	-0-	34,564.24	346,939.20
October 1, 2034	381,503.44	-0-	34,347.40	347,156.04
November 1, 2034	381,503.44	-0-	34,130.43	347,373.01
December 1, 2034	381,503.44	-0-	33,913.32	347,590.12
January 1, 2035	381,503.44	-0-	33,696.08	347,807.36
February 1, 2035	381,503.44	-0-	33,478.70	348,024.74
March 1, 2035	381,503.44	-0-	33,261.19	348,242.25
April 1, 2035	381,503.44	-0-	33,043.53	348,459.91
May 1, 2035	381,503.44	-0-	32,825.75	348,677.69
June 1, 2035	381,503.44	-0-	32,607.82	348,895.62
July 1, 2035	381,503.44	-0-	32,389.76	349,113.68
August 1, 2035	381,503.44	-0-	32,171.57	349,331.87
September 1, 2035	381,503.44	-0-	31,953.23	349,550.21
October 1, 2035	381,503.44	-0-	31,734.77	349,768.67
November 1, 2035	381,503.44	-0-	31,516.16	349,987.28
December 1, 2035	381,503.44	-0-	31,297.42	350,206.02
January 1, 2036	381,503.44	-0-	31,078.54	350,424.90
February 1, 2036	381,503.44	-0-	30,859.52	350,643.92
March 1, 2036	381,503.44	-0-	30,640.37	350,863.07
April 1, 2036	381,503.44	-0-	30,421.08	351,082.36
May 1, 2036	381,503.44	-0-	30,201.66	351,301.78
June 1, 2036	381,503.44	-0-	29,982.09	351,521.35
July 1, 2036	381,503.44	-0-	29,762.39	351,741.05
August 1, 2036	381,503.44	-0-	29,542.55	351,960.89
September 1, 2036	381,503.44	-0-	29,322.58	352,180.86
October 1, 2036	381,503.44	-0-	29,102.46	352,400.98
November 1, 2036	381,503.44	-0-	28,882.21	352,621.23
December 1, 2036	381,503.44	-0-	28,661.83	352,841.61
January 1, 2037	381,503.44	-0-	28,441.30	353,062.14
February 1, 2037	381,503.44	-0-	28,220.64	353,282.80
March 1, 2037	381,503.44	-0-	27,999.83	353,503.61
April 1, 2037	381,503.44	-0-	27,778.89	353,724.55
May 1, 2037	381,503.44	-0-	27,557.82	353,945.62
June 1, 2037	381,503.44	-0-	27,336.60	354,166.84
July 1, 2037	381,503.44	-0-	27,115.25	354,388.19
August 1, 2037	381,503.44	-0-	26,893.75	354,609.69
September 1, 2037	381,503.44	-0-	26,672.12	354,831.32
October 1, 2037	381,503.44	-0-	26,450.35	355,053.09
November 1, 2037	381,503.44	-0-	26,228.44	355,275.00

December 1, 2037	381,503.44	-0-	26,006.40	355,497.04
January 1, 2038	381,503.44	-0-	25,784.21	355,719.23
February 1, 2038	381,503.44	-0-	25,561.89	355,941.55
March 1, 2038	381,503.44	-0-	25,339.42	356,164.02
April 1, 2038	381,503.44	-0-	25,116.82	356,386.62
May 1, 2038	381,503.44	-0-	24,894.08	356,609.36
June 1, 2038	381,503.44	-0-	24,671.20	356,832.24
July 1, 2038	381,503.44	-0-	24,448.18	357,055.26
August 1, 2038	381,503.44	-0-	24,225.02	357,278.42
September 1, 2038	381,503.44	-0-	24,001.72	357,501.72
October 1, 2038	381,503.44	-0-	23,778.28	357,725.16
November 1, 2038	381,503.44	-0-	23,554.70	357,948.74
December 1, 2038	381,503.44	-0-	23,330.99	358,172.45
January 1, 2039	381,503.44	-0-	23,107.13	358,396.31
February 1, 2039	381,503.44	-0-	22,883.13	358,620.31
March 1, 2039	381,503.44	-0-	22,658.99	358,844.45
April 1, 2039	381,503.44	-0-	22,434.71	359,068.73
May 1, 2039	381,503.44	-0-	22,210.30	359,293.14
June 1, 2039	381,503.44	-0-	21,985.74	359,517.70
July 1, 2039	381,503.44	-0-	21,761.04	359,742.40
August 1, 2039	381,503.44	-0-	21,536.20	359,967.24
September 1, 2039	381,503.44	-0-	21,311.22	360,192.22
October 1, 2039	381,503.44	-0-	21,086.10	360,417.34
November 1, 2039	381,503.44	-0-	20,860.84	360,642.60
December 1, 2039	381,503.44	-0-	20,635.44	360,868.00
January 1, 2040	381,503.44	-0-	20,409.90	361,093.54
February 1, 2040	381,503.44	-0-	20,184.21	361,319.23
March 1, 2040	381,503.44	-0-	19,958.39	361,545.05
April 1, 2040	381,503.44	-0-	19,732.42	361,771.02
May 1, 2040	381,503.44	-0-	19,506.32	361,997.12
June 1, 2040	381,503.44	-0-	19,280.07	362,223.37
July 1, 2040	381,503.44	-0-	19,053.68	362,449.76
August 1, 2040	381,503.44	-0-	18,827.15	362,676.29
September 1, 2040	381,503.44	-0-	18,600.47	362,902.97
October 1, 2040	381,503.44	-0-	18,373.66	363,129.78
November 1, 2040	381,503.44	-0-	18,146.70	363,356.74
December 1, 2040	381,503.44	-0-	17,919.61	363,583.83
January 1, 2041	381,503.44	-0-	17,692.37	363,811.07
February 1, 2041	381,503.44	-0-	17,464.98	364,038.46
March 1, 2041	381,503.44	-0-	17,237.46	364,265.98
April 1, 2041	381,503.44	-0-	17,009.79	364,493.65
May 1, 2041	381,503.44	-0-	16,781.99	364,721.45
June 1, 2041	381,503.44	-0-	16,554.03	364,949.41
July 1, 2041	381,503.44	-0-	16,325.94	365,177.50
August 1, 2041	381,503.44	-0-	16,097.70	365,405.74
September 1, 2041	381,503.44	-0-	15,869.33	365,634.11

October 1, 2041	381,503.44	-0-	15,640.80	365,862.64
November 1, 2041	381,503.44	-0-	15,412.14	366,091.30
December 1, 2041	381,503.44	-0-	15,183.33	366,320.11
January 1, 2042	381,503.44	-0-	14,954.38	366,549.06
February 1, 2042	381,503.44	-0-	14,725.29	366,778.15
March 1, 2042	381,503.44	-0-	14,496.05	367,007.39
April 1, 2042	381,503.44	-0-	14,266.67	367,236.77
May 1, 2042	381,503.44	-0-	14,037.15	367,466.29
June 1, 2042	381,503.44	-0-	13,807.49	367,695.95
July 1, 2042	381,503.44	-0-	13,577.68	367,925.76
August 1, 2042	381,503.44	-0-	13,347.72	368,155.72
September 1, 2042	381,503.44	-0-	13,117.62	368,385.82
October 1, 2042	381,503.44	-0-	12,887.38	368,616.06
November 1, 2042	381,503.44	-0-	12,657.00	368,846.44
December 1, 2042	381,503.44	-0-	12,426.47	369,076.97
January 1, 2043	381,503.44	-0-	12,195.80	369,307.64
February 1, 2043	381,503.44	-0-	11,964.98	369,538.46
March 1, 2043	381,503.44	-0-	11,734.02	369,769.42
April 1, 2043	381,503.44	-0-	11,502.91	370,000.53
May 1, 2043	381,503.44	-0-	11,271.66	370,231.78
June 1, 2043	381,503.44	-0-	11,040.27	370,463.17
July 1, 2043	381,503.44	-0-	10,808.73	370,694.71
August 1, 2043	381,503.44	-0-	10,577.04	370,926.40
September 1, 2043	381,503.44	-0-	10,345.21	371,158.23
October 1, 2043	381,503.44	-0-	10,113.24	371,390.20
November 1, 2043	381,503.44	-0-	9,881.12	371,622.32
December 1, 2043	381,503.44	-0-	9,648.86	371,854.58
January 1, 2044	381,503.44	-0-	9,416.45	372,086.99
February 1, 2044	381,503.44	-0-	9,183.89	372,319.55
March 1, 2044	381,503.44	-0-	8,951.19	372,552.25
April 1, 2044	381,503.44	-0-	8,718.35	372,785.09
May 1, 2044	381,503.44	-0-	8,485.36	373,018.08
June 1, 2044	381,503.44	-0-	8,252.22	373,251.22
July 1, 2044	381,503.44	-0-	8,018.94	373,484.50
August 1, 2044	381,503.44	-0-	7,785.51	373,717.93
September 1, 2044	381,503.44	-0-	7,551.94	373,951.50
October 1, 2044	381,503.44	-0-	7,318.22	374,185.22
November 1, 2044	381,503.44	-0-	7,084.35	374,419.09
December 1, 2044	381,503.44	-0-	6,850.34	374,653.10
January 1, 2045	381,503.44	-0-	6,616.18	374,887.26
February 1, 2045	381,503.44	-0-	6,381.88	375,121.56
March 1, 2045	381,503.44	-0-	6,147.43	375,356.01
April 1, 2045	381,503.44	-0-	5,912.83	375,590.61
May 1, 2045	381,503.44	-0-	5,678.09	375,825.35
June 1, 2045	381,503.44	-0-	5,443.19	376,060.25
July 1, 2045	381,503.44	-0-	5,208.16	376,295.28

August 1, 2045	381,503.44	-0-	4,972.97	376,530.47
September 1, 2045	381,503.44	-0-	4,737.64	376,765.80
October 1, 2045	381,503.44	-0-	4,502.16	377,001.28
November 1, 2045	381,503.44	-0-	4,266.54	377,236.90
December 1, 2045	381,503.44	-0-	4,030.76	377,472.68
January 1, 2046	381,503.44	-0-	3,794.84	377,708.60
February 1, 2046	381,503.44	-0-	3,558.77	377,944.67
March 1, 2046	381,503.44	-0-	3,322.56	378,180.88
April 1, 2046	381,503.44	-0-	3,086.20	378,417.24
May 1, 2046	381,503.44	-0-	2,849.69	378,653.75
June 1, 2046	381,503.44	-0-	2,613.03	378,890.41
July 1, 2046	381,503.44	-0-	2,376.22	379,127.22
August 1, 2046	381,503.44	-0-	2,139.27	379,364.17
September 1, 2046	381,503.44	-0-	1,902.16	379,601.28
October 1, 2046	381,503.44	-0-	1,664.91	379,838.53
November 1, 2046	381,503.44	-0-	1,427.51	380,075.93
December 1, 2046	381,503.44	-0-	1,189.97	380,313.47
January 1, 2047	381,503.44	-0-	952.27	380,551.17
February 1, 2047	381,503.44	-0-	714.43	380,789.01
March 1, 2047	381,503.44	-0-	476.43	381,027.01
April 1, 2047	381,503.09	-0-	238.29	381,264.80
TOTALS:	$91,560.825.25	$ -0-	$6,560,825.25	$85,000,000.00

The Bond shall be issued in the form of a single typewritten bond, registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R24-1.

Payment of principal and the Servicing Fee shall be by check or draft mailed to the Bondholder at its address shown on the bond registration books of the City which shall be maintained by the Finance Director as Bond Registrar, without presentation or surrender of the Bond (except upon final payment), and such payments shall discharge the obligation of the City to the extent thereof. The Finance Director or his or her designee shall keep a payment record and make proper notations thereon of all payments of principal and the Servicing Fee.

Payment of principal and the Servicing Fee shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of the Bond has been fully paid, it shall be canceled and delivered to the Finance Director.

Section 5. The Bond shall be executed on behalf of the City by its Mayor and City Clerk and shall have impressed thereon the seal of the City. The principal of the Bond, and the Servicing Fee in connection therewith, are secured by a pledge of and are payable from revenues derived from the System (the "Revenues"). The City covenants and agrees that all Revenues will be accounted for separately as special funds on the books of the City, and said Revenues will be deposited and will be used solely as provided herein. The Bond is not a general obligation of the City but is a special obligation, the principal of which, and the Servicing Fee in connection therewith, are secured by a pledge of the Revenues. The principal of and interest on the Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6. The Bond shall be in substantially the following form, and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

Registered **United States of America** **Registered**
No. R24-1 **$85,000,000**

State of Arkansas
County of Washington
City of Fayetteville, Arkansas
Water and Sewer System Revenue Bond
Series 2024

Registered Owner: ARKANSAS DEVELOPMENT FINANCE AUTHORITY
Principal Amount: EIGHTY-FIVE MILLION DOLLARS (or the total principal amount outstanding as reflected by the Record of Payment of Advances attached hereto)

Know All Men By These Presents:

That the City of Fayetteville, Arkansas (the "City") hereby acknowledges itself to owe, and for value received promises to pay to the order of the Arkansas Development Finance Authority, or registered assigns, but solely from the special fund provided therefor as hereinafter set forth, in lawful money of the United States of America, the Principal Amount shown above (or so much of the Principal Amount as should have been advanced as shown on the Record of Payment of Advances attached hereto). A servicing fee of 0.75% per annum (the "Servicing Fee") shall also be payable by the City to the Arkansas Development Finance Authority or its successor in the same manner dates as principal hereof.

The Servicing Fee only shall be payable monthly commencing on the 1st day of the month following the issuance of the Bond and continuing on the 1st day of each month thereafter through and including April 1, 2027. Principal and the Servicing Fee shall be payable on May 1, 2027, and on the 1stday of each month thereafter until the unpaid principal is paid in full as follows:

[Here will be inserted the amortization schedule
set forth in Section 4 of this Ordinance.]

Payments of principal due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the Registered Owner at its address shown on the registration book of the City maintained by the Finance Director or his or her designee as Bond Registrar, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of (i) providing financing for a portion of the costs of planning, designing, acquiring, engineering, constructing and equipping a 48-inch water transmission line from the Beaver Water District to the City, together with related improvements (the "Project"), and (ii) paying costs of authorizing and issuing this bond, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 65 to the Constitution of the State of Arkansas ("Amendment 65") and Arkansas Code Annotated Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), and pursuant to Ordinance No. _____ of the City, duly adopted and approved on the ____ day of _____, 2024 (the "Authorizing Ordinance"). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the Registered Owner of this bond.

This bond may be assigned with the written approval of the Arkansas Natural Resources Commission (the "Commission"), and in order to effect such assignment, the assignor shall promptly notify the

Finance Director by registered mail, and the assignee shall surrender this bond along with a written assignment and written approval of the Commission to the Finance Director for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal (as reflected on the Payment Record maintained by the Finance Director) prior to such surrender for transfer.

This bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at any time on and after October 15, 2034, at a prepayment price equal to the principal amount outstanding, plus the accrued Servicing Fee to the prepayment date. Notice of any prepayment shall be given to the registered owner of this bond at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the address of the registered owner of this bond at the address appearing on the bond registration records maintained by the Finance Director.

This bond does not constitute an indebtedness of the City or the State of Arkansas within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment of the principal of and interest on this bond.

This bond is not a general obligation of the City, but is a special limited obligation the payment of the principal of and the Servicing Fee are payable solely from the revenues (the "Revenues") derived from the operation of the City's public water and sewer utility system (the "System"). A sufficient amount of Revenues to pay the principal of the Bond and the related Servicing Fee has been pledged and shall be duly set aside as a special fund for that purpose, identified as the "ADFA Bond Fund" in the Authorizing Ordinance. The City has fixed and covenanted and agreed to maintain rates for the use of the System which shall be sufficient at all times to at least provide for the payment of the reasonable expenses of operation and maintenance of the System, to provide for the payment of the principal of and interest on all outstanding obligations to which Revenues are pledged as the same become due, to establish and maintain any required debt service reserves and to provide a depreciation fund, all as set forth in the Authorizing Ordinance.

This bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in this bond or in the Authorizing Ordinance against any past, present or future alderman, officer or employee of the City, or any alderman, officer or employee of any successor of the City, as such, either directly or through the City or any successor of the City, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such alderman, officer or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of this bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Arkansas to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond does not exceed or violate any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this bond, as provided in the Authorizing Ordinance.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused this bond to be executed in its name by the manual signatures of its Mayor and City Clerk, thereunto duly authorize, and its corporate seal to be affixed hereto, all as of the _____ day of _____, 2024.

CITY OF FAYETTEVILLE,

ARKANSAS

By: _____
Mayor

ATTEST:

_____
City Clerk

D.2 West Transmission Waterline (Public Hearing) Additional Information received during the City Council Agenda session on 3/12/24 from Paul Becker, CFO.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED $85,000,000 WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2024, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING CERTAIN WATER TRANSMISSION LINE IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND SERVICING FEE ON THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BOND; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, presently owns and operates a public water and sewer utility system (the "System") serving the residents of the City and its environs; and

WHEREAS, the City Council of the City has determined that there is a great need for a source of revenue to finance the costs of acquisition, construction and equipping of certain improvements to the System, including, specifically, the acquisition, engineering, construction and equipping of a replacement 48-inch water transmission line from the Beaver Water District to the City, together with related improvements (the "Project"); and

WHEREAS, an engineering report and plans and specifications for the Project have been examined by the City Council and copies of such report, plans and specifications are on file with the City and are available for inspection by any interested person; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution and Arkansas Code Annotated Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), to issue and sell its water and sewer revenue bonds and to expend the proceeds thereof to finance the costs of acquisition, construction, equipping, improving, maintaining, operating and repairing the System; and

WHEREAS, as authorized under the provisions of Amendment 65 and the Authorizing Legislation, and in order to secure funds necessary to pay or reimburse all or a portion of the costs of the Project, and the costs incident to the issuance of a bond to finance the costs of said Project, upon the most favorable terms to the City and the users of the System, the City has made arrangements for the sale of its Water and Sewer System Revenue Bond, Series 2024 (the "Bond"), in principal amount not to exceed $85,000,000 to the Arkansas Development Finance Authority, as purchaser (the "Bondholder"), at a price of par, which Bond shall bear interest at the rate of zero percent (0.00%) per annum, pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") among the City, the Bondholder and the Arkansas Natural Resources

Commission (the "Commission"), which Bond Purchase Agreement has been presented to and is before this meeting; and

WHEREAS, an open public hearing on the question of the issuance of the Bond and the financing of the Project has been held before the Mayor and City Council on March 19, 2024, following publication of notice of such hearing in the Northwest Arkansas edition of the *Arkansas Democrat-Gazette* on February 25, 2024; and

WHEREAS, the City will also be required to pay to the Arkansas Development Finance Authority, as servicer with respect to the Bond (the "Servicer"), a monthly servicing fee equal to three-quarters of one percent (0.75%) per annum of the outstanding principal amount of the Bond (the "Servicing Fee");

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. The Project shall be accomplished and shall be a part of the System. The accomplishment of the Project shall be under the control and supervision of, and all details in connection therewith shall be handled by, the City, and the City shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The City shall let all contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the contractors as, in the judgment of the City, will fully insure completion of the Project in accordance with the plans and specifications therefor. The Mayor is hereby authorized to take, or cause to be taken, all action necessary to accomplish the Project and to execute all required contracts in connection thereto.

Section 2. The sale to the Bondholder of up to $85,000,000 in principal amount of the Bond at a price of par, such Bond to bear interest at the rate of 0.00% per annum and to be subject to a Servicing Fee of 0.75% per annum and otherwise to be subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby approved and the Bond is hereby sold to the Bondholder. The Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting with such changes as may be approved by the Mayor, his execution to constitute complete evidence of such approval.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System after completion of the Project will be more than twenty-five (25) years, which is longer than the term of the Bond.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas and the Authorizing Legislation, the City of Fayetteville, Arkansas Water and Sewer System Revenue Bond, Series 2024 (the "Bond"), is hereby authorized to be issued in the total principal amount of not to exceed Eighty-Five Million Dollars ($85,000,000), the proceeds of the sale of which are necessary to provide sufficient funds to pay or reimburse a portion of the costs of accomplishing

the Project, including, without limitation, legal fees and other necessary expenses incidental to accomplishment of the Project, and to the issuance of the Bond.

The Bond shall bear interest at the rate of zero percent (0.00%) per annum and shall be subject to a Servicing Fee of three-quarters of one percent (0.75%) per annum based upon a 360-day year of twelve consecutive 30-day months. The Bond shall be dated the date of its delivery to the Bondholder. Principal and the Servicing Fee shall be payable on May 1, 2027, and on the 1st day of each month thereafter until the unpaid principal is paid in full as follows:

Date	Payment Amount	Interest	Servicing Fee	Principal
May 1, 2027	$ 381,503.44	$ -0-	$ 53,125.00	$ 328,378.44
June 1, 2027	381,503.44	-0-	52,919.76	328,583.68
July 1, 2027	381,503.44	-0-	52,714.40	328,789.04
August 1, 2027	381,503.44	-0-	52,508.91	328,994.53
September 1, 2027	381,503.44	-0-	52,303.28	329,200.16
October 1, 2027	381,503.44	-0-	52,097.53	329,405.91
November 1, 2027	381,503.44	-0-	51,891.66	329,611.78
December 1, 2027	381,503.44	-0-	51,685.65	329,817.79
January 1, 2028	381,503.44	-0-	51,479.51	330,023.93
February 1, 2028	381,503.44	-0-	51,273.25	330,230.19
March 1, 2028	381,503.44	-0-	51,066.85	330,436.59
April 1, 2028	381,503.44	-0-	50,860.33	330,643.11
May 1, 2028	381,503.44	-0-	50,653.68	330,849.76
June 1, 2028	381,503.44	-0-	50,446.90	331,056.54
July 1, 2028	381,503.44	-0-	50,239.99	331,263.45
August 1, 2028	381,503.44	-0-	50,032.95	331,470.49
September 1, 2028	381,503.44	-0-	49,825.78	331,677.66
October 1, 2028	381,503.44	-0-	49,618.48	331,884.96
November 1, 2028	381,503.44	-0-	49,411.05	332,092.39
December 1, 2028	381,503.44	-0-	49,203.49	332,299.95
January 1, 2029	381,503.44	-0-	48,995.81	332,507.63
February 1, 2029	381,501.44	-0-	48,787.99	332,715.45
March 1, 2029	381,503.44	-0-	48,580.04	332,923.40

Date	Payment Amount	Interest	Servicing Fee	Principal
April 1, 2029	$ 381,503.44	$ -0-	$ 48,371.96	$ 333,131.48
May 1, 2029	381,503.44	-0-	48,163.76	333,339.68
June 1, 2029	381,503.44	-0-	47,955.42	333,548.02
July 1, 2029	381,503.44	-0-	47,746.95	333,756.49
August 1, 2029	381,503.44	-0-	47,538.35	333,965.09
September 1, 2029	381,503.44	-0-	47,329.63	334,173.81
October 1, 2029	381,503.44	-0-	47,120.77	334,382.67
November 1, 2029	381,503.44	-0-	46,911.78	334,591.66
December 1, 2029	381,503.44	-0-	46,702.66	334,800.78
January 1, 2030	381,503.44	-0-	46,493.41	335,010.03
February 1, 2030	381,503.44	-0-	46,284.03	335,219.41
March 1, 2030	381,503.44	-0-	46,074.52	335,428.92
April 1, 2030	381,503.44	-0-	45,864.87	335,638.57
May 1, 2030	381,503.44	-0-	45,655.10	335,848.34
June 1, 2030	381,503.44	-0-	45,445.19	336,058.25
July 1, 2030	381,503.44	-0-	45,235.16	336,268.28
August 1, 2030	381,503.44	-0-	45,024.99	336,478.45
September 1, 2030	381,503.44	-0-	44,814.69	336,688.75
October 1, 2030	381,503.44	-0-	44,604.26	336,899.18
November 1, 2030	381,503.44	-0-	44,393.70	337,109.74
December 1, 2030	381,503.44	-0-	44,183.00	337,320.44
January 1, 2031	381,503.44	-0-	43,972.18	337,531.26
February 1, 2031	381,503.44	-0-	43,761.22	337,742.22
March 1, 2031	381,503.44	-0-	43,550.13	337,953.31
April 1, 2031	381,503.44	-0-	43,338.91	338,164.53
May 1, 2031	381,503.44	-0-	43,127.56	338,375.88
June 1, 2031	381,503.44	-0-	42,916.07	338,587.37
July 1, 2031	381,503.44	-0-	42,704.46	338,798.98
August 1, 2031	381,503.44	-0-	42,492.71	339,010.73

Date	Payment Amount	Interest	Servicing Fee	Principal
September 1, 2031	$ 381,503.44	$ -0-	$ 42,280.83	$ 339,222.61
October 1, 2031	381,503.44	-0-	42,068.81	339,434.63
November 1, 2031	381,503.44	-0-	41,856.66	339,646.78
December 1, 2031	381,503.44	-0-	41,644.39	339,859.05
January 1, 2032	381,503.44	-0-	41,431.97	340,071.47
February 1, 2032	381,503.44	-0-	41,219.43	340,284.01
March 1, 2032	381,503.44	-0-	41,006.75	340,496.69
April 1, 2032	381,503.44	-0-	40,793.94	340,709.50
May 1, 2032	381,503.44	-0-	40,581.00	340,922.44
June 1, 2032	381,503.44	-0-	40,367.92	341,135.52
July 1, 2032	381,503.44	-0-	40,154.71	341,348.73
August 1, 2032	381,503.44	-0-	39,941.37	341,562.07
September 1, 2032	381,503.44	-0-	39,727.89	341,775.55
October 1, 2032	381,503.44	-0-	39,514.28	341,989.16
November 1, 2032	381,503.44	-0-	39,300.54	342,202.90
December 1, 2032	381,503.44	-0-	39,086.66	342,416.78
January 1, 2033	381,503.44	-0-	38,872.65	342,630.79
February 1, 2033	381,503.44	-0-	38,658.51	342,844.93
March 1, 2033	381,503.44	-0-	38,444.23	343,059.21
April 1, 2033	381,503.44	-0-	38,229.82	343,273.62
May 1, 2033	381,503.44	-0-	38,015.27	343,488.17
June 1, 2033	381,503.44	-0-	37,800.59	343,702.85
July 1, 2033	381,503.44	-0-	37,585.78	343,917.66
August 1, 2033	381,503.44	-0-	37,370.83	344,132.61
September 1, 2033	381,503.44	-0-	37,155.75	344,347.69
October 1, 2033	381,503.44	-0-	36,940.53	344,562.91
November 1, 2033	381,503.44	-0-	36,725.18	344,778.26
December 1, 2033	381,503.44	-0-	36,509.69	344,993.75
January 1, 2034	381,503.44	-0-	36,294.07	345,209.37

Date	Payment Amount	Interest	Servicing Fee	Principal
February 1, 2034	$ 381,503.44	$ -0-	$ 36,078.31	$ 345,425.13
March 1, 2034	381,503.44	-0-	35,862.42	345,641.02
April 1, 2034	381,503.44	-0-	35,646.40	345,857.04
May 1, 2034	381,503.44	-0-	35,430.24	346,073.20
June 1, 2034	381,503.44	-0-	35,213.94	346,289.50
July 1, 2034	381,503.44	-0-	34,997.51	346,505.93
August 1, 2034	381,503.44	-0-	34,780.94	346,722.50
September 1, 2034	381,503.44	-0-	34,564.24	346,939.20
October 1, 2034	381,503.44	-0-	34,347.40	347,156.04
November 1, 2034	381,503.44	-0-	34,130.43	347,373.01
December 1, 2034	381,503.44	-0-	33,913.32	347,590.12
January 1, 2035	381,503.44	-0-	33,696.08	347,807.36
February 1, 2035	381,503.44	-0-	33,478.70	348,024.74
March 1, 2035	381,503.44	-0-	33,261.19	348,242.25
April 1, 2035	381,503.44	-0-	33,043.53	348,459.91
May 1, 2035	381,503.44	-0-	32,825.75	348,677.69
June 1, 2035	381,503.44	-0-	32,607.82	348,895.62
July 1, 2035	381,503.44	-0-	32,389.76	349,113.68
August 1, 2035	381,503.44	-0-	32,171.57	349,331.87
September 1, 2035	381,503.44	-0-	31,953.23	349,550.21
October 1, 2035	381,503.44	-0-	31,734.77	349,768.67
November 1, 2035	381,503.44	-0-	31,516.16	349,987.28
December 1, 2035	381,503.44	-0-	31,297.42	350,206.02
January 1, 2036	381,503.44	-0-	31,078.54	350,424.90
February 1, 2036	381,503.44	-0-	30,859.52	350,643.92
March 1, 2036	381,503.44	-0-	30,640.37	350,863.07
April 1, 2036	381,503.44	-0-	30,421.08	351,082.36
May 1, 2036	381,503.44	-0-	30,201.66	351,301.78
June 1, 2036	381,503.44	-0-	29,982.09	351,521.35

Date	Payment Amount	Interest	Servicing Fee	Principal
July 1, 2036	$ 381,503.44	$ -0-	$ 29,762.39	$ 351,741.05
August 1, 2036	381,503.44	-0-	29,542.55	351,960.89
September 1, 2036	381,503.44	-0-	29,322.58	352,180.86
October 1, 2036	381,503.44	-0-	29,102.46	352,400.98
November 1, 2036	381,503.44	-0-	28,882.21	352,621.23
December 1, 2036	381,503.44	-0-	28,661.83	352,841.61
January 1, 2037	381,503.44	-0-	28,441.30	353,062.14
February 1, 2037	381,503.44	-0-	28,220.64	353,282.80
March 1, 2037	381,503.44	-0-	27,999.83	353,503.61
April 1, 2037	381,503.44	-0-	27,778.89	353,724.55
May 1, 2037	381,503.44	-0-	27,557.82	353,945.62
June 1, 2037	381,503.44	-0-	27,336.60	354,166.84
July 1, 2037	381,503.44	-0-	27,115.25	354,388.19
August 1, 2037	381,503.44	-0-	26,893.75	354,609.69
September 1, 2037	381,503.44	-0-	26,672.12	354,831.32
October 1, 2037	381,503.44	-0-	26,450.35	355,053.09
November 1, 2037	381,503.44	-0-	26,228.44	355,275.00
December 1, 2037	381,503.44	-0-	26,006.40	355,497.04
January 1, 2038	381,503.44	-0-	25,784.21	355,719.23
February 1, 2038	381,503.44	-0-	25,561.89	355,941.55
March 1, 2038	381,503.44	-0-	25,339.42	356,164.02
April 1, 2038	381,503.44	-0-	25,116.82	356,386.62
May 1, 2038	381,503.44	-0-	24,894.08	356,609.36
June 1, 2038	381,503.44	-0-	24,671.20	356,832.24
July 1, 2038	381,503.44	-0-	24,448.18	357,055.26
August 1, 2038	381,503.44	-0-	24,225.02	357,278.42
September 1, 2038	381,503.44	-0-	24,001.72	357,501.72
October 1, 2038	381,503.44	-0-	23,778.28	357,725.16
November 1, 2038	381,503.44	-0-	23,554.70	357,948.74

Date	Payment Amount	Interest	Servicing Fee	Principal
December 1, 2038	$ 381,503.44	$ -0-	$ 23,330.99	$ 358,172.45
January 1, 2039	381,503.44	-0-	23,107.13	358,396.31
February 1, 2039	381,503.44	-0-	22,883.13	358,620.31
March 1, 2039	381,503.44	-0-	22,658.99	358,844.45
April 1, 2039	381,503.44	-0-	22,434.71	359,068.73
May 1, 2039	381,503.44	-0-	22,210.30	359,293.14
June 1, 2039	381,503.44	-0-	21,985.74	359,517.70
July 1, 2039	381,503.44	-0-	21,761.04	359,742.40
August 1, 2039	381,503.44	-0-	21,536.20	359,967.24
September 1, 2039	381,503.44	-0-	21,311.22	360,192.22
October 1, 2039	381,503.44	-0-	21,086.10	360,417.34
November 1, 2039	381,503.44	-0-	20,860.84	360,642.60
December 1, 2039	381,503.44	-0-	20,635.44	360,868.00
January 1, 2040	381,503.44	-0-	20,409.90	361,093.54
February 1, 2040	381,503.44	-0-	20,184.21	361,319.23
March 1, 2040	381,503.44	-0-	19,958.39	361,545.05
April 1, 2040	381,503.44	-0-	19,732.42	361,771.02
May 1, 2040	381,503.44	-0-	19,506.32	361,997.12
June 1, 2040	381,503.44	-0-	19,280.07	362,223.37
July 1, 2040	381,503.44	-0-	19,053.68	362,449.76
August 1, 2040	381,503.44	-0-	18,827.15	362,676.29
September 1, 2040	381,503.44	-0-	18,600.47	362,902.97
October 1, 2040	381,503.44	-0-	18,373.66	363,129.78
November 1, 2040	381,503.44	-0-	18,146.70	363,356.74
December 1, 2040	381,503.44	-0-	17,919.61	363,583.83
January 1, 2041	381,503.44	-0-	17,692.37	363,811.07
February 1, 2041	381,503.44	-0-	17,464.98	364,038.46
March 1, 2041	381,503.44	-0-	17,237.46	364,265.98
April 1, 2041	381,503.44	-0-	17,009.79	364,493.65

Date	Payment Amount	Interest	Servicing Fee	Principal
May 1, 2041	$381,503.44	$ -0-	$ 16,781.99	$ 364,721.45
June 1, 2041	381,503.44	-0-	16,554.03	364,949.41
July 1, 2041	381,503.44	-0-	16,325.94	365,177.50
August 1, 2041	381,503.44	-0-	16,097.70	365,405.74
September 1, 2041	381,503.44	-0-	15,869.33	365,634.11
October 1, 2041	381,503.44	-0-	15,640.80	365,862.64
November 1, 2041	381,503.44	-0-	15,412.14	366,091.30
December 1, 2041	381,503.44	-0-	15,183.33	366,320.11
January 1, 2042	381,503.44	-0-	14,954.38	366,549.06
February 1, 2042	381,503.44	-0-	14,725.29	366,778.15
March 1, 2042	381,503.44	-0-	14,496.05	367,007.39
April 1, 2042	381,503.44	-0-	14,266.67	367,236.77
May 1, 2042	381,503.44	-0-	14,037.15	367,466.29
June 1, 2042	381,503.44	-0-	13,807.49	367,695.95
July 1, 2042	381,503.44	-0-	13,577.68	367,925.76
August 1, 2042	381,503.44	-0-	13,347.72	368,155.72
September 1, 2042	381,503.44	-0-	13,117.62	368,385.82
October 1, 2042	381,503.44	-0-	12,887.38	368,616.06
November 1, 2042	381,503.44	-0-	12,657.00	368,846.44
December 1, 2042	381,503.44	-0-	12,426.47	369,076.97
January 1, 2043	381,503.44	-0-	12,195.80	369,307.64
February 1, 2043	381,503.44	-0-	11,964.98	369,538.46
March 1, 2043	381,503.44	-0-	11,734.02	369,769.42
April 1, 2043	381,503.44	-0-	11,502.91	370,000.53
May 1, 2043	381,503.44	-0-	11,271.66	370,231.78
June 1, 2043	381,503.44	-0-	11,040.27	370,463.17
July 1, 2043	381,503.44	-0-	10,808.73	370,694.71
August 1, 2043	381,503.44	-0-	10,577.04	370,926.40
September 1, 2043	381,503.44	-0-	10,345.21	371,158.23

Date	Payment Amount	Interest	Servicing Fee	Principal
October 1, 2043	$ 381,503.44	$ -0-	$ 10,113.24	$ 371,390.20
November 1, 2043	381,503.44	-0-	9,881.12	371,622.32
December 1, 2043	381,503.44	-0-	9,648.86	371,854.58
January 1, 2044	381,503.44	-0-	9,416.45	372,086.99
February 1, 2044	381,503.44	-0-	9,183.89	372,319.55
March 1, 2044	381,503.44	-0-	8,951.19	372,552.25
April 1, 2044	381,503.44	-0-	8,718.35	372,785.09
May 1, 2044	381,503.44	-0-	8,485.36	373,018.08
June 1, 2044	381,503.44	-0-	8,252.22	373,251.22
July 1, 2044	381,503.44	-0-	8,018.94	373,484.50
August 1, 2044	381,503.44	-0-	7,785.51	373,717.93
September 1, 2044	381,503.44	-0-	7,551.94	373,951.50
October 1, 2044	381,503.44	-0-	7,318.22	374,185.22
November 1, 2044	381,503.44	-0-	7,084.35	374,419.09
December 1, 2044	381,503.44	-0-	6,850.34	374,653.10
January 1, 2045	381,503.44	-0-	6,616.18	374,887.26
February 1, 2045	381,503.44	-0-	6,381.88	375,121.56
March 1, 2045	381,503.44	-0-	6,147.43	375,356.01
April 1, 2045	381,503.44	-0-	5,912.83	375,590.61
May 1, 2045	381,503.44	-0-	5,678.09	375,825.35
June 1, 2045	381,503.44	-0-	5,443.19	376,060.25
July 1, 2045	381,503.44	-0-	5,208.16	376,295.28
August 1, 2045	381,503.44	-0-	4,972.97	376,530.47
September 1, 2045	381,503.44	-0-	4,737.64	376,765.80
October 1, 2045	381,503.44	-0-	4,502.16	377,001.28
November 1, 2045	381,503.44	-0-	4,266.54	377,236.90
December 1, 2045	381,503.44	-0-	4,030.76	377,472.68
January 1, 2046	381,503.44	-0-	3,794.84	377,708.60
February 1, 2046	381,503.44	-0-	3,558.77	377,944.67

Date	Payment Amount	Interest	Servicing Fee	Principal
March 1, 2046	$ 381,503.44	$ -0-	$ 3,322.56	$ 378,180.88
April 1, 2046	381,503.44	-0-	3,086.20	378,417.24
May 1, 2046	381,503.44	-0-	2,849.69	378,653.75
June 1, 2046	381,503.44	-0-	2,613.03	378,890.41
July 1, 2046	381,503.44	-0-	2,376.22	379,127.22
August 1, 2046	381,503.44	-0-	2,139.27	379,364.17
September 1, 2046	381,503.44	-0-	1,902.16	379,601.28
October 1, 2046	381,503.44	-0-	1,664.91	379,838.53
November 1, 2046	381,503.44	-0-	1,427.51	380,075.93
December 1, 2046	381,503.44	-0-	1,189.97	380,313.47
January 1, 2047	381,503.44	-0-	952.27	380,551.17
February 1, 2047	381,503.44	-0-	714.43	380,789.01
March 1, 2047	381,503.44	-0-	476.43	381,027.01
April 1, 2047	381,503.09	-0-	238.29	381,264.80
TOTALS:	$91,560,825.25	$ -0-	$6,560,825.25	$85,000,000.00

The Bond shall be issued in the form of a single typewritten bond, registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R24-1.

Payment of principal and the Servicing Fee shall be by check or draft mailed to the Bondholder at its address shown on the bond registration books of the City which shall be maintained by the City Clerk as Bond Registrar, without presentation or surrender of the Bond (except upon final payment), and such payments shall discharge the obligation of the City to the extent thereof. The City Clerk or his or her designee shall keep a payment record and make proper notations thereon of all payments of principal and the Servicing Fee.

Payment of principal and the Servicing Fee shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of the Bond has been fully paid, it shall be canceled and delivered to the City Clerk.

Section 5. The Bond shall be executed on behalf of the City by its Mayor and City Clerk and shall have impressed thereon the seal of the City. The principal of the Bond, and the Servicing Fee in connection therewith, are secured by a pledge of and are payable from revenues

derived from the System (the "Revenues"). The City covenants and agrees that all Revenues will be accounted for separately as special funds on the books of the City, and said Revenues will be deposited and will be used solely as provided herein. The Bond is not a general obligation of the City but is a special obligation, the principal of which, and the Servicing Fee in connection therewith, are secured by a pledge of the Revenues. The principal of and interest on the Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6. The Bond shall be in substantially the following form, and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

Registered	**United States of America**	**Registered**
No. R24-1		**$85,000,000**

State of Arkansas
County of Washington
City of Fayetteville, Arkansas
Water and Sewer System Revenue Bond
Series 2024

Registered Owner: ARKANSAS DEVELOPMENT FINANCE AUTHORITY

Principal Amount: EIGHTY-FIVE MILLION DOLLARS (or the total principal amount outstanding as reflected by the Record of Payment of Advances attached hereto)

Know All Men By These Presents:

That the City of Fayetteville, Arkansas (the "City") hereby acknowledges itself to owe, and for value received promises to pay to the order of the Arkansas Development Finance Authority, or registered assigns, but solely from the special fund provided therefor as hereinafter set forth, in lawful money of the United States of America, the Principal Amount shown above (or so much of the Principal Amount as should have been advanced as shown on the Record of Payment of Advances attached hereto). A servicing fee of 0.75% per annum (the "Servicing Fee") shall also be payable by the City to the Arkansas Development Finance Authority or its successor in the same manner and upon the same dates as principal hereof.

Principal and the Servicing Fee shall be payable on May 1, 2027, and on the 1st day of each month thereafter until the unpaid principal is paid in full as follows:

[Here will be inserted the amortization schedule
set forth in Section 4 of this Ordinance.]

Payments of principal due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the Registered Owner at its address shown on the registration book of the City maintained by the City Clerk as Bond Registrar, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of (i) providing financing for a portion of the costs of acquiring, engineering, constructing and equipping a replacement 48-inch water transmission line from the Beaver Water District to the City, together with related improvements (the "Project"), and (ii) paying costs of authorizing and issuing this bond, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 65 to the Constitution of the State of Arkansas ("Amendment 65") and Arkansas Code Annotated Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), and pursuant to Ordinance No. _____ of the City, duly adopted and approved on the ____ day of _____, 2024 (the "Authorizing Ordinance"). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the Registered Owner of this bond.

This bond may be assigned with the written approval of the Arkansas Natural Resources Commission (the "Commission"), and in order to effect such assignment, the assignor shall promptly notify the City Clerk by registered mail, and the assignee shall surrender this bond along with a written assignment and written approval of the Commission to the City Clerk for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal (as reflected on the Payment Record maintained by the City Clerk) prior to such surrender for transfer.

This bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at any time on and after October 15, 2034, at a prepayment price equal to the principal amount outstanding, plus the accrued Servicing Fee to the prepayment date. Notice of any prepayment shall be given to the registered owner of this bond at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the address of the registered owner of this bond at the address appearing on the bond registration records maintained by the City Clerk.

This bond does not constitute an indebtedness of the City or the State of Arkansas within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment of the principal of and interest on this bond.

This bond is not a general obligation of the City, but is a special limited obligation the payment of the principal of and the Servicing Fee are payable solely from the revenues (the "Revenues") derived from the operation of the City's public water and sewer utility system (the "System"). A sufficient amount of Revenues to pay the principal of the Bond and the related Servicing Fee has been pledged and shall be duly set aside as a special fund for that purpose, identified as the "ADFA Bond Fund" in the Authorizing Ordinance. The City has fixed and covenanted and agreed to maintain rates for the use of the System which shall be sufficient at all times to at least provide for the payment of the reasonable expenses of operation and maintenance of the System, to provide for the payment of the principal of and interest on all outstanding obligations to which Revenues are pledged as the same become due, to establish and maintain any required debt service reserves and to provide a depreciation fund, all as set forth in the Authorizing Ordinance.

This bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in this bond or in the Authorizing Ordinance against any past, present or future alderman, officer or employee of the City, or any alderman, officer or employee of any successor of the City, as such, either directly or through the City or any successor of the City, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such alderman, officer or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of this bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Arkansas to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond does not exceed or violate any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this bond, as provided in the Authorizing Ordinance.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused this bond to be executed in its name by the manual signatures of its Mayor and City Clerk, thereunto duly authorize, and its corporate seal to be affixed hereto, all as of the _____ day of _____, 2024.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

_____
City Clerk

REGISTRATION CERTIFICATE

Date of Registration	Name of Registered Owner	Signature of City Clerk
	Arkansas Development Finance Authority	

RECORD OF PAYMENT OF ADVANCES

Date of Advance*	Amount of Advance	Total Principal Outstanding	Signature of Vice President of Arkansas Development Finance Authority

*The date of each advance shall be the commencement date from which the Servicing Fee is calculated.

Section 7. The City Council of the City has heretofore fixed rates for System services by the adoption of Ordinance No. 6681 on September 19, 2023 (the "Rate Ordinance"). Reference is hereby made to the Rate Ordinance for the details thereof and other provisions pertaining thereto, which water rates and sewer rates are hereby confirmed and continued as provided therein.

The City covenants and agrees that the rates established will produce gross Revenues at least sufficient to pay monthly operation, maintenance and funded depreciation expenses of the System, pay the principal of and interest on all outstanding obligations to which Revenues are pledged ("System Obligations"), as the same become due, pay the Servicing Fee as the same becomes due, and create and maintain any required debt service and replacement reserves (collectively, the "Required Payments"). The City covenants always to maintain rates (including increases as necessary) which will provide for the Required Payments. The rates currently in effect for water service and sewer service shall not be reduced without the prior written consent of the Commission and the Bondholder.

Section 8. The City covenants that it will continually operate the System as a revenue-producing undertaking and will not sell or lease the same, or any substantial portion thereof, without the prior written approval of the Bondholder and the Commission; provided, however, that nothing herein shall be construed to prohibit the City from making such dispositions of properties of the System and such replacements and substitutions for properties of the System as shall be necessary or incidental to the efficient operation of the System as a revenue –producing undertaking.

Section 9. All Revenues shall be deposited as and when received into a special fund heretofore created and designated "Revenue Fund" (the "Revenue Fund"). Each employee of the City handling Revenues shall give bond for the faithful discharge of his or her duties. Moneys in the Revenue Fund shall be applied to the payment of the expenses of operation, maintenance, repair and renewal of the System, to the payment of the principal of and interest on outstanding System Obligations, to the establishment and maintenance of any required debt service and replacement reserves and to the providing of any required depreciation fund.

Section 10. (a) After making all monthly payments required in connection with System Obligations secured on a prior and senior basis to the Bond, there shall be paid from the Revenue Fund on or before the first day of each month into an account of the City in a special fund to be created by the Bondholder and designated "Series 2024" (the "ADFA Bond Fund") for the purpose of paying the principal of the Bond in those amounts specified in Section 4 hereof.

(b) If Revenues are insufficient to make the required payment on or before the first day of a month into the ADFA Bond Fund, then the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the ADFA Bond Fund on or before the first day of the next month.

(c) When the moneys held in the ADFA Bond Fund which represent payments by the City and interest earnings thereon or proceeds of investments therefrom (collectively, "City Funds") shall be and remain sufficient to pay in full the principal of the Bonds, the City shall not be obligated to make any further payments into the ADFA Bond Fund.

(d) All moneys in the ADFA Bond Fund representing City Funds shall be used solely for the purpose of paying the principal of and interest on the Bond, and the City shall automatically receive a credit for the amount of such City Funds on hand in the ADFA Bond Fund and available for the payment of any principal currently due on a principal payment date

irrespective of whether the Bondholder has applied or caused to be applied such funds on that date for such purpose. The City shall receive a credit for all earnings and income derived from the investment of City Funds as of the first day of each month, and such earnings and income shall be credited against the next payment due.

(e) The Bond shall be specifically secured by a pledge of all Revenues required to be placed into the ADFA Bond Fund. This pledge in favor of the Bond is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 11. After making the payments and deposits required by Section 10 hereof, there shall be paid from the Revenue Fund the Servicing Fee to the Servicer. The Servicing Fee shall be payable on each date principal on the bonds is due and shall be calculated on the same basis as interest would be calculated on the Bond. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of the Bond.

Section 12. (a) After making the payments and deposits required by Sections 10 and 11 hereof, the City shall make any debt service reserve and replacement reserve deposits required in connection with System Obligations.

(b) Notwithstanding the above, so long as the Bond is outstanding, the City shall maintain a fund which is hereby created and designated as the "Depreciation Fund" (the "Depreciation Fund"). After making the payments and deposits required in Sections, 10, 11 and 12(a) hereof, there shall be deposited from the Revenue Fund into the Depreciation Fund, a sum equal to 5% of the gross monthly Revenues for the preceding month. Once the Depreciation Fund reached as amount equal to $8,500,000.00 (or such lesser amount as represents 10% of proceeds of the Bond drawn) (the "Required Level"), the City shall not be required to make further deposits into the Depreciation Fund; provided, however, that monthly deposits must resume if the amount in Depreciation Fund drops below the Required Level, until such time as the Required Level is once again reached. Moneys in the Depreciation Fund may be used for the purpose of paying the cost of necessary repairs or replacements to the System or for other purposes approved by the Commission. Funds may only be withdrawn from the Depreciation Fund with the prior written consent of the Commission.

Section 13. The City shall assure that (i) not in excess of 10% of the proceeds of the Bond is used for Private Business Use (as defined below) if, in addition, the payment of more than 10% of the principal due on the Bond during the term thereof is, under the terms of the Bond or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the proceeds of the Bond are used for a Private Business Use, and (B) an amount in excess of 5% of the principal due on the Bond during the term thereof is, under the terms of the Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be

derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of the proceeds of the Bond used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project.

The City shall assure that not in excess of 5% of the proceeds of the Bond are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

As used in this Section, "Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

The City covenants that it will not enter into any wholesale water contracts with non-governmental entities or modify existing wholesale water contracts with non-governmental entities if such contracts or modifications of existing contracts will cause a violation of this Section.

Section 14. Any surplus in the Revenue Fund, after making full provision for the payments and deposits described above, may be used at the option of the City for the redemption of the Bond or other System Obligations prior to maturity in accordance with their terms, for betterments or improvements to the System, for a refund to ratepayers or for other lawful purposes. Installments of principal on the Bond shall be prepayable prior to maturity as provided in the form of the Bond set forth in Section 6 of this Ordinance.

Section 15. So long as the Bond is outstanding, the City shall not issue or attempt to issue any bonds or other indebtedness having or claimed to be entitled to a pledge of the Revenues on a prior and senior basis to the pledge securing the Bond unless and until there shall have been procured and filed with the Bondholder a statement by an independent certified public accountant not in the regular employ of the City ("Accountant") reciting the opinion that either (i) the Net Revenues (Net Revenues being gross Revenues less operation and maintenance expenses, but not including interest, amortization and depreciation) for the fiscal year preceding the year in which the senior bonds or indebtedness are to be issued were not less than 120% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued, or (ii) the Net Revenues for the fiscal year succeeding the year in which the senior bonds or indebtedness are to be issued are projected to be sufficient in amount, taking into account any enacted System rate increases, to be not less than 120% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued.

So long as the Bond is outstanding, the City shall not issue or attempt to issue any bonds or other indebtedness having or claimed to be entitled to a parity pledge of the Revenues to the pledge securing the Bond unless and until there shall have been procured and filed with the Bondholder a statement by an Accountant reciting the opinion that either (i) the Net Revenues

for the fiscal year preceding the year in which the parity bonds or indebtedness are to be issued were not less than 110% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued, or (ii) the Net Revenues for the fiscal year succeeding the year in which the parity bonds or indebtedness are to be issued are projected to be sufficient in amount, taking into account any enacted System rate increases, to be not less than 110% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued.

The additional bonds or other indebtedness, the issuance of which is restricted and conditioned by this Section, shall not be deemed to mean bonds or other indebtedness the security and source of payment of which are subordinate and subject to the priority of the Bond, and such additional bonds and indebtedness may be issued without complying with the terms of this Section.

The provisions of this Section may be waived by the holders of 75% in principal amount of the Bond at any time outstanding.

Section 16. It is covenanted and agreed by the City with the Bondholder and the Commission that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Arkansas and by this Ordinance, including, without limitation, the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, segregating the Revenues and applying them to the respective funds maintained pursuant to this Ordinance.

The City covenants and agrees that the Bondholder shall have the protection of all the provisions of the Authorizing Legislation and this Ordinance, and that the City will diligently proceed to enforce those provisions to the end of the Bondholder realizing fully upon its security. If the City shall fail to proceed within thirty (30) days after written request shall have been filed by the Bondholder, the Bondholder may proceed to enforce all such provisions.

If there be any default in the payment of the principal of or interest on the Bond, or if the City defaults in any ADFA Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance or in the Bond Purchase Agreement, the Bondholder and the Commission (with respect to covenants contained in the Bond Purchase Agreement) may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State of Arkansas. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein; and every power and remedy given by this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any costs of

enforcement of the Bond or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City. The Servicer may enforce all rights and exercise all remedies available to the Bondholder in the event the Servicing Fee is not paid when due.

Section 17. When the Bond has been executed by the Mayor and City Clerk and the seal of the City impressed thereon as herein provided, it shall be delivered to the Bondholder upon the payment of all or a portion of the purchase price in accordance with the Bond Purchase Agreement. The purchase price shall be deposited, as and when received, in a special account of the City hereby created in a bank that is a member of the Federal Deposit Insurance Corporation and designated the "2024 Water Construction Fund" (the "Construction Fund"). The moneys in the Construction Fund shall be used for accomplishing the Project, paying or reimbursing expenses incidental thereto and paying the expenses of issuing the Bond approved in accordance with the Bond Purchase Agreement. Payments from the Construction Fund shall be by check or voucher signed by the City Clerk or her designee, and drawn on the depository. Each such check or voucher shall briefly specify the purpose of the expenditure.

When the Project has been completed and all required expenses paid and expenditures made from the Construction Fund for and in connection with the accomplishment of the Project and the financing thereof, this fact shall be evidenced by a certificate signed by the City Clerk or her designee, and by the consulting engineer, which certificate shall state, among other things, the date of the completion and that all obligations payable from the Construction Fund have been discharged. A copy of the certificate shall be filed with the depository bank, the Bondholder and the Commission.

Disbursements shall be made by the Bondholder for costs of the Project pursuant to written Disbursement Requests as provided in the Bond Purchase Agreement.

Section 18. The terms and provisions of this Ordinance shall constitute a binding contract among the City, the Bondholder and the Commission, and no variation or change in the undertaking herein set forth shall be made while the Bond is outstanding unless consented to in writing by the Bondholder and the Commission.

Section 19. The City covenants and agrees that it will maintain the System in good condition and operate it in an efficient manner and at reasonable cost. The City agrees to keep proper records, books and accounts relating to the operation of the System, which shall be kept separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the operation of the System in accordance with generally accepted government accounting standards. Such books shall be available for inspection by the Bondholder and the Commission, or the agent or the representative of either, at reasonable times and under reasonable circumstances. The City agrees to have these records audited annually. If requested, the City agrees to furnish the audit report with respect to the System to the Bondholder and the Commission.

Section 20. The City agrees that the Bondholder may pledge the Bond as security for the payment of its water system revolving loan fund revenue bonds (the "ADFA Bonds"), and the trustee or municipal bond insurer for the ADFA Bonds may exercise any rights or remedies available to the Bondholder under this Ordinance or the Bond Purchase Agreement while the 006

Bond is pledged and/or the ADFA Bonds are insured. In addition, the City agrees that while the Bond is pledged and/or the ADFA Bonds are insured, copies of all financial information relating to the City and the System shall be furnished to the trustee and/or the municipal insurer for the ADFA Bonds.

Section 21. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Bond and to effect the execution and delivery of the Bond Purchase Agreement, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 22. References in this Ordinance to "Bondholder" shall include the original Bondholder or any registered assign thereof.

Section 23. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Bond.

Section 24. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 25. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

BOND PURCHASE AGREEMENT

_____, 2024

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701
Attention: Mayor

Ladies and Gentlemen:

Certain terms used in this Bond Purchase Agreement are defined as follows:

Issuer:	City of Fayetteville, Arkansas
Principal Amount:	$85,000,000 (See Exhibit B)
Interest Rate:	0.00% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Servicing Fee:	0.75% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Administrative Fee:	$ -0-
Bond:	City of Fayetteville, Arkansas Water and Sewer System Revenue Bond, Series 2024
Bond Counsel:	Kutak Rock LLP
Bond Ordinance:	Ordinance No. _____ of the Issuer, adopted on _____, 2024, under which the Bond is to be issued and secured
Rate Ordinance:	Ordinance No. 6681 of the Issuer adopted on September 19, 2023, pursuant to which water rates and sewer rates are levied and water revenues and sewer revenues are collected
Security:	Revenues ("System Revenues") of the Issuer's combined water and sewer system (the "System")
Closing:	10:00 a.m., prevailing local time, on _____, 2024, or at such other time or on such later date as is mutually agreed upon, at the offices of Bond Counsel in Little Rock, Arkansas

Disbursement Cut Off Date: April 1, 2027

Authorizing Legislation: Amendment 65 to the Constitution of the State of Arkansas and Arkansas Code Annotated §14-164-401 *et seq*., §14-234-201 *et seq.* and §14-235-201 *et seq*.

The Arkansas Natural Resources Commission (the "Commission") and the Arkansas Development Finance Authority (the "Authority") hereby offer to enter into this Bond Purchase Agreement (the "Agreement") with you (the "Issuer") for the purchase by the Authority from moneys in the Drinking Water State Revolving Loan Fund Account, created by Arkansas Code Annotated §15-22-1102, as the same may be amended from time to time, including the Drinking Water Loan Account being held in connection with the Authority's Revolving Loan Fund Revenue Bonds (the "Revolving Loan Fund"), and the sale by you of the Bond of the Issuer more particularly described below. Upon approval by you and by the execution of the acceptance hereof by the Mayor of the Issuer, this Agreement shall be in full force and effect in accordance with its terms and shall be valid, binding and enforceable upon the Issuer, the Commission and the Authority.

Further terms of this Agreement are:

Upon the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Authority the entire Principal Amount of the Bond to be issued under and secured by the Bond Ordinance.

The Bond is being issued for the purpose of financing a portion of the cost of planning, design and construction of a 48-inch water transmission line from the Beaver Water District to the water system component of the Issuer's combined water and sewer system (the "System"), together with related improvements, as described in the facilities plan furnished by the Issuer to and concurred with by the Commission (the "Project"), paying or reimbursing costs incidental thereto, and paying approved expenses incurred in connection with the issuance of the Bond, all as set forth in Exhibit B hereto.

The Bond and Servicing Fee shall be secured by a pledge of and payable from revenues of the System (the "System Revenues"). Rates for usage of the System (the "Rates") have been levied and the System Revenues are collected pursuant to the Rate Ordinance.

The Bond shall be dated the date of the Closing. The Bond shall be authorized in an amount up to the Principal Amount identified above, and shall bear interest at the Interest Rate identified above. Principal and interest shall be amortized in accordance with the schedule set forth on Exhibit A attached hereto (which is based upon monthly repayment of principal and interest commencing one month following the Disbursement Cut Off Date and a 20-year amortization), and the Issuer shall pay to the Authority on or before the first business day of each month, commencing May 1, 2027, an amount equal to the next installment of interest and principal due on the Bond, as shown in Exhibit A, to and including April 1, 2047. In addition to

the payment of principal and interest on the Bond, the Issuer shall be obligated to pay the Servicing Fee to the Authority. The Servicing Fee shall be payable on the first day of the month after the Bond is issued and on the first day of each month thereafter through the Disbursement Cut Off Date and continuing thereafter on the same dates shown in Exhibit A. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of and interest on the Bond. The Issuer agrees that any delay in completion of the Project beyond the Disbursement Cut Off Date shall not result in any extension of the date on which principal and interest payments are to be made on the Bond. The Bond shall be subject to redemption prior to maturity, shall be payable, and shall be as otherwise described in the Bond Ordinance. Interest on the Bond shall not be excludable from gross income for federal income tax purposes.

The Issuer recognizes that the Authority and the Commission shall be under no obligation to provide any funds to the Issuer other than the proceeds of the Bond. If, for any reason, the Issuer does not utilize the entire Bond proceeds, then in such event the Principal Amount of the Bond will be reduced to the amount actually withdrawn. Any reduction of the Bond pursuant to this provision shall result in pro rata reductions of the remaining installments of principal so that the weighted average life of the Bond immediately following any such reduction shall be substantially equal to the weighted average life of the Bond immediately prior to such reduction. The Authority agrees to accept, or cause the registered owner of the Bond to accept, a new Bond from the Issuer reflecting the revised payment schedule.

Subject to the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase the Bond from the Issuer in installments from time to time from moneys in the Revolving Loan Fund in an amount up to the Principal Amount, and the Issuer hereby agrees to sell the Bond to the Authority at a price of one hundred percent (100%) of the Principal Amount of the Bond purchased from time to time. The purchase price of the Bond shall be paid in a series of advances in accordance with the provisions of paragraph 7. The initial advance of the purchase price of the Bond shall take place at the Closing. At the Closing, the Issuer will deliver, or cause to be delivered, to the Authority a single typewritten bond, duly executed and authenticated, together with the other documents herein required, and the Authority will accept delivery and make the initial advance of the purchase price of the Bond by wire transfer of immediately available funds or by certified or official bank cashier's check as directed by the Issuer. If the Closing and the initial advance do not occur within 180 days from the date hereof, then the Authority's obligation to purchase the Bond is terminated.

So long as the Issuer is in compliance with the terms and provisions of this Agreement and the Bond Ordinance and the representations and warranties of the Issuer made herein remain true and correct, the Authority agrees to make, and the Commission agrees to approve, advances of the purchase price of the Bond ("Disbursements") from moneys in the Revolving Loan Fund as follows:

Disbursements shall only be made based upon actual work completed;

The Issuer may request reimbursement for costs not more often than monthly, provided, however, during the Project performance period requests for reimbursement shall be limited to quarterly;

Disbursements shall be made for costs incurred prior to the Disbursement Cut Off Date, and no Disbursement shall be made following the Disbursement Cut Off Date;

Disbursements shall be made for eligible work called for in the engineering services contract and in the plans and specifications approved by the Commission and for Bond issuance costs eligible under Title XV of the Rules of the Commission Governing Loans for the Safe Drinking Water Fund, as now or hereafter amended ("Title XV Rules"); and

All requests for Disbursements must be made in accordance with the Title XV Rules and shall be made by forwarding a completed copy of a Disbursement Request, in the form attached as Exhibit C hereto, to the Commission, along with documentation for eligible Project Costs incurred since the last Disbursement Request and not previously submitted.

In connection with the issuance and sale of the Bond to the Authority, the Issuer further agrees to comply with the federal requirements set forth on the attached exhibit D (Required Federal Conditions for SRF Loans), unless such requirement is waived by the Commission and the Environmental Protection Agency. If the Issuer fails to comply with the federal requirements, the Issuer may be required to pay the amount of the Disbursements in accordance with the payment schedule in Exhibit A. For purposes of Exhibit D, the term :Borrower" therein shall have the same meaning as "Issuer" herein.

The parties hereto acknowledge that the Authority intends to pledge the Bond to the Trustee for the Authority's Revolving Loan Fund Revenue Bonds (the "ADFA Bonds"). The Authority agrees not to make any other transfer or attempt to transfer the Bond without the prior written consent of the Commission and without written disclosure to the transferee that the interest on the Bond is includable in gross income for federal income tax purposes. Upon transfer of the Bond, the Authority and the Commission may assign their rights hereunder to the new owner of the Bond without consent of the Issuer. The Issuer shall not purchase any of the ADFA Bonds or any other bonds issued for the purpose of providing funds to the Authority to purchase the Bond.

The Issuer represents and warrants to, and agrees with the Authority and the Commission that:

The Issuer is a city of the first class, duly organized and validly existing under the laws of the State of Arkansas, and has, and at the date of Closing will have, full legal right, power and authority (i) to enter into this Agreement, (ii) to adopt the Bond Ordinance and the Rate Ordinance, (iii) to issue, sell and deliver the Bond to the Authority as provided herein, (iv) to levy the Rates and pledge the System Revenues, and (v) to carry out and consummate the transactions contemplated by this Agreement and the Bond Ordinance;

The Issuer has complied, and will at the date of Closing be in compliance, in all respects, with the Authorizing Legislation;

By adoption of the Bond Ordinance pursuant to the Authorizing Legislation, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Bond and this Agreement and, when delivered to and paid for by the Authority (in the manner described herein) at the Closing in accordance with the

provisions of this Agreement, the Bond will have been duly authorized, executed, issued and delivered and will constitute a valid and binding obligation of the Issuer in accordance with its terms, in conformity with the Authorizing Legislation, entitled to the benefit and security of the Bond Ordinance;

The financial statements of the Issuer delivered to the Commission and the Authority are true and correct in all respects, have been prepared in accordance with generally accepted governmental accounting standards for municipalities, consistently applied, and fairly present the financial condition of the Issuer as of their respective dates;

The execution and delivery of this Agreement and the Bond, the adoption of the Bond Ordinance and the Rate Ordinance, the pledge of the System Revenues to the Bond, and the carrying out and consummation of the transactions contemplated by this Agreement and the Bond Ordinance will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State of Arkansas or the United States or any judgment or decree or any agreement or other instrument to which the Issuer is a party or is otherwise subject;

There is no action, suit, proceeding or investigation involving the Issuer before or by any court, public board or body pending or, to the knowledge of the Issuer, threatened wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Issuer or the titles of its officials to their offices, (ii) enjoin or restrain the issuance, sale or delivery of the Bond, the fixing and establishment of the Rates, the collection of the System Revenues or the pledge thereof, (iii) in any way question or affect any of the rights, powers, duties or obligations of the Issuer with respect to the System Revenues, (iv) in any way question or affect any authority for the issuance of the Bond or the validity or enforceability of the Bond, the Bond Ordinance or the Rate Ordinance, or (v) in any way question or affect this Agreement or the transactions contemplated by this Agreement, or any other agreement or instrument relating thereto to which the Issuer is a party;

The Rates have been duly fixed under the Rate Ordinance, and the System Revenues have been duly pledged to the payment of the Bond under the Bond Ordinance pursuant to the authority granted by the Authorizing Legislation; and

The Issuer will promptly remit each Disbursement to the person or persons to whom payment is then due and owing.

The Issuer covenants and agrees with the Commission and the Authority:

(a) To comply with all applicable federal and State of Arkansas statutes and regulations, including particularly, without limitation, the Title XV Rules;

(b) To utilize and expend the proceeds of the Bond in a timely and expeditious manner by: (1) utilizing Bond proceeds for eligible Project Costs and approved issuance costs, (2) proceeding expeditiously with and completing the Project, and (3) completing all facilities recommended in the approved facilities plan;

(c) To establish and maintain adequate financial records for the Project in accordance with "generally accepted governmental accounting standards" defined as, but

not limited to, those contained in the U.S. General Accounting Office (GAO) publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (February 27, 1981), and make these records available to the Commission, the EPA Inspector General, or their authorized representatives;

(d) To undertake the Project on its own responsibility and release and hold harmless the Commission and the Authority, and their officers, members, directors and employees, from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System, including any matter due solely to their own negligence;

(e) To comply with all terms and conditions of any construction contracts, architectural or engineering agreements, and other agreements to which the Issuer is a party affecting the Project, the premises of the System, and its operations and to require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract for the Project;

(f) To become familiar with and comply with all federal and state laws pertaining to equal employment opportunities ensuring that all engineers and contractors for the Project do not discriminate against any person on the basis of race, color, religion, sex, age, national origin or handicap;

(g) To provide complete (unaudited) financial statements and budget information for the System to the Commission, within 30 days of a written request from the Commission, for any year(s) during which this Agreement is in effect;

(h) To maintain and operate the System in a sound and economical manner and in accordance with standards as may be required or prescribed by federal, state or local regulatory agencies;

(i) To obtain, review and make a determination that the Project is in compliance with the Arkansas Water Plan; and

(j) To comply with the federal requirements set forth in Exhibit D attached hereto unless such requirements are waived by the Commission and the Environmental Protection Agency. (For purposes of Exhibit D, the term "Borrower" therein shall have the same meaning as the term "Issuer" herein.)

The Authority and the Commission have entered into this Agreement in reliance upon the representations and agreements of the Issuer herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The obligations of the Authority and the Commission under this Agreement are and shall be subject to the following further conditions:

At the Closing, the Bond Ordinance and the Rate Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented after the date hereof except as may have been agreed to by the Authority and the Commission, and the Issuer shall have duly adopted and there shall be in full force and effect such other ordinances and resolutions as, in the

opinion of Bond Counsel and the Commission, shall be necessary in connection with the transactions contemplated hereby.

The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on and as of the date of the Closing.

At or prior to the Closing, the Commission and the Authority shall have received the following:

The Bond Ordinance and the Rate Ordinance, certified by the Issuer under its seal as having been duly adopted and as being in full force and effect, with only such amendments as may have been agreed to by the Commission and the Authority;

An unqualified approving opinion, dated the date of the Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that:

(i) the Issuer is duly created and validly existing as a city of the first class under the laws of the State of Arkansas, with the power to adopt the Bond Ordinance and the Rate Ordinance, to perform the agreements on its part contained in the Bond Ordinance, and to issue the Bond;

the Bond has been duly authorized and issued by the Issuer and is a valid and binding special obligation of the Issuer enforceable in accordance with its terms;

the Bond is secured by an irrevocable pledge of the System Revenues as provided in the Bond Ordinance, which pledge is valid and enforceable; and

the interest on the Bond is exempt from all Arkansas state, county and municipal taxes;

(3) A supplemental opinion, dated the date of Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that (i) the Bond and the Bond Ordinance conform in both form and tenor to the provisions relating thereto summarized in the Term Sheet relating to the Bond, (ii) if the Bond were being purchased on a tax-exempt basis, the Bond would not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, (iii) the Agreement has been authorized, executed and delivered by the Issuer and is a binding and enforceable agreement of the Issuer enforceable in accordance with its terms, and (iv) covering such other matters as may reasonably be requested by the Authority and the Commission;

(4) A certificate dated the date of the Closing and signed by the Mayor and City Clerk of the Issuer to the effect that: (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing, (ii) the Issuer has complied with all agreements and covenants and satisfied all conditions on its part to be complied with or satisfied at or prior to the Closing, and (iii) there has been no material adverse change in the business, property or financial condition of the System and the System has not incurred any material liabilities other than in the normal course of business which have not been disclosed in writing to the Commission and the Authority since the date of the latest financial statements submitted to the Commission and the Authority;

(5) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Bond; and

(6) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Commission, the Authority and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Commission and the Authority. The performance of any and all obligations of the Issuer under this Agreement and the performance of any and all conditions contained herein for the benefit of the Authority and the Commission may be waived by the Authority and the Commission in their sole discretion.

The Issuer covenants and agrees with the Authority as follows:

(a) For purposes of this Agreement, the following terms shall have the meanings set forth below.

"Financial Obligation" shall mean a

(i) debt obligation;

(ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(iii) guarantee of obligations described in (i) or (ii).

The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (17 C.F.R., Part 240 §240.15c2-12).

"Obligated Person" shall mean any person who is committed by contract or other arrangement to support payments in a sum equal to twenty percent (20%) or more of the aggregate payments of the loans, including the Bond, which comprise the Revolving Loan Funds administered by the Authority, and which are pledged as security for ADFA Bonds.

(b) If, during any fiscal year of the Authority, the outstanding obligations of the Issuer under the terms of the Bond shall cause the Issuer to be deemed an Obligated Person, and unless in the opinion of bond counsel for the ADFA Bonds an exemption from Rule 15c2-12 is then available, the Issuer shall, upon notice from the Authority, on or before October 25th after the close of each fiscal year of the Authority, furnish the Authority (i) a copy of the latest financial statements of the Issuer (or the System if separately audited) prepared in accordance with generally accepted government accounting standards and audited by its independent auditors (or, if not available as of such date, the latest unaudited financial statements of the Issuer (or the System if separately audited) and, as soon thereafter as available, the audited financial statements) and (ii) such financial information and operating data relating to the Issuer and the System as agreed to by the Issuer and the Authority.

(c) The Issuer shall provide to the Authority, within five (5) business days after the occurrence thereof, notice of any of the following events with respect to the Bond:

(1) any principal or interest payment delinquency with respect to the Bond;

(2) any non-payment related default under the Bond Ordinance, the Bond or this Agreement, if material;

(3) any event that would cause the Bond to be a "private activity bond" under the Internal Revenue Code of 1986, as amended;

(4) any release, substitution or sale of property securing repayment of the Bond, if material;

(5) bankruptcy, insolvency, receivership or similar event of the Issuer;

(6) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(7) incurrence of a Financial Obligation if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect owners of the ADFA Bonds, if material; and

(8) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(d) The Issuer's obligations under this paragraph shall terminate upon the prior redemption or payment in full of the Bond.

(e) Nothing in this paragraph shall be deemed to prevent the Issuer from disseminating any other information, or including any other information in any notice or report made hereunder, in addition to that which is specifically required by this paragraph. If the Issuer chooses to include any information in any report or notice made hereunder in addition to that which is specifically required by this paragraph, the Issuer shall have no obligation hereunder to update such information or include it in any future report or notice.

(f) The reporting requirements set forth in this Agreement are in addition to the financial reporting requirements set forth in the Bond Ordinance.

All notices, demands and formal actions hereunder will be in writing mailed, telegraphed or delivered to the parties at the following addresses:

The Issuer: City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701
Attention: Mayor

The Commission: Arkansas Natural Resources Commission
101 E. Capitol Avenue, Suite 350
Little Rock, Arkansas 72203
Attention: Zach Smith

The Authority: Arkansas Development Finance Authority
1 Commerce Way, Suite 602
Little Rock, Arkansas 72202
Attention: Chief Financial Officer

The Issuer shall create a special fund designated as the "Depreciation Fund" (the "Depreciation Fund"). The Issuer shall deposit into the Depreciation Fund, a sum equal to 5% of the gross monthly System Revenues for the preceding month. Once the Depreciation Fund reaches an amount equal to $8,500,000.00 (or such lesser amount as represents 10% of proceeds of the Bond drawn) (the "Required Level"), the Issuer shall not be required to make further deposits into the Depreciation Fund; provided, however, that monthly deposits must resume if the amount in Depreciation Fund drops below the Required Level, until such time as the Required Level is once again reached. Moneys in the Depreciation Fund may be used for the purpose of paying the cost of necessary repairs or replacements to the System or for other purposes approved by the Commission. Funds may only be withdrawn from the Depreciation Fund with the prior written consent of the Commission.

All representations, warranties, and covenants of the Issuer contained herein shall remain operative and in full force and shall survive (a) the execution and delivery of this Agreement, (b) any investigation made by or on behalf of the Commission or the Authority, (c) the purchase of the Bond hereunder, and (d) any disposition of or payment for the Bond.

Any audit or review of plans and specifications and any inspection of the work shall be for the Commission's convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Commission of responsibility for design or construction.

Neither the Commission nor the Authority is a partner, joint venturer, or in any other way a party to the Project or the operation of the System. Neither the Commission nor the Authority shall in any way be liable or responsible by reason of the provisions hereof to the Issuer or to any third party for the payment of any claims in connection therewith.

This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

This Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and will not confer any rights upon any other person. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

ARKANSAS NATURAL RESOURCES COMMISSION

By:_____
Title:

ARKANSAS DEVELOPMENT FINANCE AUTHORITY

By:_____
Title:

ACCEPTED this ___ day of _____, 2024.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Title: Mayor

EXHIBIT A

Amortization Schedule

Date	Payment Amount	Interest	Servicing Fee	Principal
May 1, 2027	$ 381,503.44	$ -0-	$ 53,125.00	$ 328,378.44
June 1, 2027	381,503.44	-0-	52,919.76	328,583.68
July 1, 2027	381,503.44	-0-	52,714.40	328,789.04
August 1, 2027	381,503.44	-0-	52,508.91	328,994.53
September 1, 2027	381,503.44	-0-	52,303.28	329,200.16
October 1, 2027	381,503.44	-0-	52,097.53	329,405.91
November 1, 2027	381,503.44	-0-	51,891.66	329,611.78
December 1, 2027	381,503.44	-0-	51,685.65	329,817.79
January 1, 2028	381,503.44	-0-	51,479.51	330,023.93
February 1, 2028	381,503.44	-0-	51,273.25	330,230.19
March 1, 2028	381,503.44	-0-	51,066.85	330,436.59
April 1, 2028	381,503.44	-0-	50,860.33	330,643.11
May 1, 2028	381,503.44	-0-	50,653.68	330,849.76
June 1, 2028	381,503.44	-0-	50,446.90	331,056.54
July 1, 2028	381,503.44	-0-	50,239.99	331,263.45
August 1, 2028	381,503.44	-0-	50,032.95	331,470.49
September 1, 2028	381,503.44	-0-	49,825.78	331,677.66
October 1, 2028	381,503.44	-0-	49,618.48	331,884.96
November 1, 2028	381,503.44	-0-	49,411.05	332,092.39
December 1, 2028	381,503.44	-0-	49,203.49	332,299.95
January 1, 2029	381,503.44	-0-	48,995.81	332,507.63
February 1, 2029	381,501.44	-0-	48,787.99	332,715.45
March 1, 2029	381,503.44	-0-	48,580.04	332,923.40
April 1, 2029	381,503.44	-0-	48,371.96	333,131.48
May 1, 2029	381,503.44	-0-	48,163.76	333,339.68
June 1, 2029	381,503.44	-0-	47,955.42	333,548.02

Date	Payment Amount	Interest	Servicing Fee	Principal
July 1, 2029	$ 381,503.44	$ -0-	$ 47,746.95	$ 333,756.49
August 1, 2029	381,503.44	-0-	47,538.35	333,965.09
September 1, 2029	381,503.44	-0-	47,329.63	334,173.81
October 1, 2029	381,503.44	-0-	47,120.77	334,382.67
November 1, 2029	381,503.44	-0-	46,911.78	334,591.66
December 1, 2029	381,503.44	-0-	46,702.66	334,800.78
January 1, 2030	381,503.44	-0-	46,493.41	335,010.03
February 1, 2030	381,503.44	-0-	46,284.03	335,219.41
March 1, 2030	381,503.44	-0-	46,074.52	335,428.92
April 1, 2030	381,503.44	-0-	45,864.87	335,638.57
May 1, 2030	381,503.44	-0-	45,655.10	335,848.34
June 1, 2030	381,503.44	-0-	45,445.19	336,058.25
July 1, 2030	381,503.44	-0-	45,235.16	336,268.28
August 1, 2030	381,503.44	-0-	45,024.99	336,478.45
September 1, 2030	381,503.44	-0-	44,814.69	336,688.75
October 1, 2030	381,503.44	-0-	44,604.26	336,899.18
November 1, 2030	381,503.44	-0-	44,393.70	337,109.74
December 1, 2030	381,503.44	-0-	44,183.00	337,320.44
January 1, 2031	381,503.44	-0-	43,972.18	337,531.26
February 1, 2031	381,503.44	-0-	43,761.22	337,742.22
March 1, 2031	381,503.44	-0-	43,550.13	337,953.31
April 1, 2031	381,503.44	-0-	43,338.91	338,164.53
May 1, 2031	381,503.44	-0-	43,127.56	338,375.88
June 1, 2031	381,503.44	-0-	42,916.07	338,587.37
July 1, 2031	381,503.44	-0-	42,704.46	338,798.98
August 1, 2031	381,503.44	-0-	42,492.71	339,010.73
September 1, 2031	381,503.44	-0-	42,280.83	339,222.61
October 1, 2031	381,503.44	-0-	42,068.81	339,434.63
November 1, 2031	381,503.44	-0-	41,856.66	339,646.78

Date	Payment Amount	Interest	Servicing Fee	Principal
December 1, 2031	$ 381,503.44	$ -0-	$ 41,644.39	$ 339,859.05
January 1, 2032	381,503.44	-0-	41,431.97	340,071.47
February 1, 2032	381,503.44	-0-	41,219.43	340,284.01
March 1, 2032	381,503.44	-0-	41,006.75	340,496.69
April 1, 2032	381,503.44	-0-	40,793.94	340,709.50
May 1, 2032	381,503.44	-0-	40,581.00	340,922.44
June 1, 2032	381,503.44	-0-	40,367.92	341,135.52
July 1, 2032	381,503.44	-0-	40,154.71	341,348.73
August 1, 2032	381,503.44	-0-	39,941.37	341,562.07
September 1, 2032	381,503.44	-0-	39,727.89	341,775.55
October 1, 2032	381,503.44	-0-	39,514.28	341,989.16
November 1, 2032	381,503.44	-0-	39,300.54	342,202.90
December 1, 2032	381,503.44	-0-	39,086.66	342,416.78
January 1, 2033	381,503.44	-0-	38,872.65	342,630.79
February 1, 2033	381,503.44	-0-	38,658.51	342,844.93
March 1, 2033	381,503.44	-0-	38,444.23	343,059.21
April 1, 2033	381,503.44	-0-	38,229.82	343,273.62
May 1, 2033	381,503.44	-0-	38,015.27	343,488.17
June 1, 2033	381,503.44	-0-	37,800.59	343,702.85
July 1, 2033	381,503.44	-0-	37,585.78	343,917.66
August 1, 2033	381,503.44	-0-	37,370.83	344,132.61
September 1, 2033	381,503.44	-0-	37,155.75	344,347.69
October 1, 2033	381,503.44	-0-	36,940.53	344,562.91
November 1, 2033	381,503.44	-0-	36,725.18	344,778.26
December 1, 2033	381,503.44	-0-	36,509.69	344,993.75
January 1, 2034	381,503.44	-0-	36,294.07	345,209.37
February 1, 2034	381,503.44	-0-	36,078.31	345,425.13
March 1, 2034	381,503.44	-0-	35,862.42	345,641.02
April 1, 2034	381,503.44	-0-	35,646.40	345,857.04

Date	Payment Amount	Interest	Servicing Fee	Principal
May 1, 2034	$ 381,503.44	$ -0-	$ 35,430.24	$ 346,073.20
June 1, 2034	381,503.44	-0-	35,213.94	346,289.50
July 1, 2034	381,503.44	-0-	34,997.51	346,505.93
August 1, 2034	381,503.44	-0-	34,780.94	346,722.50
September 1, 2034	381,503.44	-0-	34,564.24	346,939.20
October 1, 2034	381,503.44	-0-	34,347.40	347,156.04
November 1, 2034	381,503.44	-0-	34,130.43	347,373.01
December 1, 2034	381,503.44	-0-	33,913.32	347,590.12
January 1, 2035	381,503.44	-0-	33,696.08	347,807.36
February 1, 2035	381,503.44	-0-	33,478.70	348,024.74
March 1, 2035	381,503.44	-0-	33,261.19	348,242.25
April 1, 2035	381,503.44	-0-	33,043.53	348,459.91
May 1, 2035	381,503.44	-0-	32,825.75	348,677.69
June 1, 2035	381,503.44	-0-	32,607.82	348,895.62
July 1, 2035	381,503.44	-0-	32,389.76	349,113.68
August 1, 2035	381,503.44	-0-	32,171.57	349,331.87
September 1, 2035	381,503.44	-0-	31,953.23	349,550.21
October 1, 2035	381,503.44	-0-	31,734.77	349,768.67
November 1, 2035	381,503.44	-0-	31,516.16	349,987.28
December 1, 2035	381,503.44	-0-	31,297.42	350,206.02
January 1, 2036	381,503.44	-0-	31,078.54	350,424.90
February 1, 2036	381,503.44	-0-	30,859.52	350,643.92
March 1, 2036	381,503.44	-0-	30,640.37	350,863.07
April 1, 2036	381,503.44	-0-	30,421.08	351,082.36
May 1, 2036	381,503.44	-0-	30,201.66	351,301.78
June 1, 2036	381,503.44	-0-	29,982.09	351,521.35
July 1, 2036	381,503.44	-0-	29,762.39	351,741.05
August 1, 2036	381,503.44	-0-	29,542.55	351,960.89
September 1, 2036	381,503.44	-0-	29,322.58	352,180.86

Date	Payment Amount	Interest	Servicing Fee	Principal
October 1, 2036	$ 381,503.44	$ -0-	$ 29,102.46	$ 352,400.98
November 1, 2036	381,503.44	-0-	28,882.21	352,621.23
December 1, 2036	381,503.44	-0-	28,661.83	352,841.61
January 1, 2037	381,503.44	-0-	28,441.30	353,062.14
February 1, 2037	381,503.44	-0-	28,220.64	353,282.80
March 1, 2037	381,503.44	-0-	27,999.83	353,503.61
April 1, 2037	381,503.44	-0-	27,778.89	353,724.55
May 1, 2037	381,503.44	-0-	27,557.82	353,945.62
June 1, 2037	381,503.44	-0-	27,336.60	354,166.84
July 1, 2037	381,503.44	-0-	27,115.25	354,388.19
August 1, 2037	381,503.44	-0-	26,893.75	354,609.69
September 1, 2037	381,503.44	-0-	26,672.12	354,831.32
October 1, 2037	381,503.44	-0-	26,450.35	355,053.09
November 1, 2037	381,503.44	-0-	26,228.44	355,275.00
December 1, 2037	381,503.44	-0-	26,006.40	355,497.04
January 1, 2038	381,503.44	-0-	25,784.21	355,719.23
February 1, 2038	381,503.44	-0-	25,561.89	355,941.55
March 1, 2038	381,503.44	-0-	25,339.42	356,164.02
April 1, 2038	381,503.44	-0-	25,116.82	356,386.62
May 1, 2038	381,503.44	-0-	24,894.08	356,609.36
June 1, 2038	381,503.44	-0-	24,671.20	356,832.24
July 1, 2038	381,503.44	-0-	24,448.18	357,055.26
August 1, 2038	381,503.44	-0-	24,225.02	357,278.42
September 1, 2038	381,503.44	-0-	24,001.72	357,501.72
October 1, 2038	381,503.44	-0-	23,778.28	357,725.16
November 1, 2038	381,503.44	-0-	23,554.70	357,948.74
December 1, 2038	381,503.44	-0-	23,330.99	358,172.45
January 1, 2039	381,503.44	-0-	23,107.13	358,396.31
February 1, 2039	381,503.44	-0-	22,883.13	358,620.31

Date	Payment Amount	Interest	Servicing Fee	Principal
March 1, 2039	$ 381,503.44	$ -0-	$ 22,658.99	$ 358,844.45
April 1, 2039	381,503.44	-0-	22,434.71	359,068.73
May 1, 2039	381,503.44	-0-	22,210.30	359,293.14
June 1, 2039	381,503.44	-0-	21,985.74	359,517.70
July 1, 2039	381,503.44	-0-	21,761.04	359,742.40
August 1, 2039	381,503.44	-0-	21,536.20	359,967.24
September 1, 2039	381,503.44	-0-	21,311.22	360,192.22
October 1, 2039	381,503.44	-0-	21,086.10	360,417.34
November 1, 2039	381,503.44	-0-	20,860.84	360,642.60
December 1, 2039	381,503.44	-0-	20,635.44	360,868.00
January 1, 2040	381,503.44	-0-	20,409.90	361,093.54
February 1, 2040	381,503.44	-0-	20,184.21	361,319.23
March 1, 2040	381,503.44	-0-	19,958.39	361,545.05
April 1, 2040	381,503.44	-0-	19,732.42	361,771.02
May 1, 2040	381,503.44	-0-	19,506.32	361,997.12
June 1, 2040	381,503.44	-0-	19,280.07	362,223.37
July 1, 2040	381,503.44	-0-	19,053.68	362,449.76
August 1, 2040	381,503.44	-0-	18,827.15	362,676.29
September 1, 2040	381,503.44	-0-	18,600.47	362,902.97
October 1, 2040	381,503.44	-0-	18,373.66	363,129.78
November 1, 2040	381,503.44	-0-	18,146.70	363,356.74
December 1, 2040	381,503.44	-0-	17,919.61	363,583.83
January 1, 2041	381,503.44	-0-	17,692.37	363,811.07
February 1, 2041	381,503.44	-0-	17,464.98	364,038.46
March 1, 2041	381,503.44	-0-	17,237.46	364,265.98
April 1, 2041	381,503.44	-0-	17,009.79	364,493.65
May 1, 2041	381,503.44	-0-	16,781.99	364,721.45
June 1, 2041	381,503.44	-0-	16,554.03	364,949.41
July 1, 2041	381,503.44	-0-	16,325.94	365,177.50

Date	Payment Amount	Interest	Servicing Fee	Principal
August 1, 2041	$ 381,503.44	$ -0-	$ 16,097.70	$ 365,405.74
September 1, 2041	381,503.44	-0-	15,869.33	365,634.11
October 1, 2041	381,503.44	-0-	15,640.80	365,862.64
November 1, 2041	381,503.44	-0-	15,412.14	366,091.30
December 1, 2041	381,503.44	-0-	15,183.33	366,320.11
January 1, 2042	381,503.44	-0-	14,954.38	366,549.06
February 1, 2042	381,503.44	-0-	14,725.29	366,778.15
March 1, 2042	381,503.44	-0-	14,496.05	367,007.39
April 1, 2042	381,503.44	-0-	14,266.67	367,236.77
May 1, 2042	381,503.44	-0-	14,037.15	367,466.29
June 1, 2042	381,503.44	-0-	13,807.49	367,695.95
July 1, 2042	381,503.44	-0-	13,577.68	367,925.76
August 1, 2042	381,503.44	-0-	13,347.72	368,155.72
September 1, 2042	381,503.44	-0-	13,117.62	368,385.82
October 1, 2042	381,503.44	-0-	12,887.38	368,616.06
November 1, 2042	381,503.44	-0-	12,657.00	368,846.44
December 1, 2042	381,503.44	-0-	12,426.47	369,076.97
January 1, 2043	381,503.44	-0-	12,195.80	369,307.64
February 1, 2043	381,503.44	-0-	11,964.98	369,538.46
March 1, 2043	381,503.44	-0-	11,734.02	369,769.42
April 1, 2043	381,503.44	-0-	11,502.91	370,000.53
May 1, 2043	381,503.44	-0-	11,271.66	370,231.78
June 1, 2043	381,503.44	-0-	11,040.27	370,463.17
July 1, 2043	381,503.44	-0-	10,808.73	370,694.71
August 1, 2043	381,503.44	-0-	10,577.04	370,926.40
September 1, 2043	381,503.44	-0-	10,345.21	371,158.23
October 1, 2043	381,503.44	-0-	10,113.24	371,390.20
November 1, 2043	381,503.44	-0-	9,881.12	371,622.32
December 1, 2043	381,503.44	-0-	9,648.86	371,854.58

Date	Payment Amount	Interest	Servicing Fee	Principal
January 1, 2044	$ 381,503.44	$ -0-	$ 9,416.45	$ 372,086.99
February 1, 2044	381,503.44	-0-	9,183.89	372,319.55
March 1, 2044	381,503.44	-0-	8,951.19	372,552.25
April 1, 2044	381,503.44	-0-	8,718.35	372,785.09
May 1, 2044	381,503.44	-0-	8,485.36	373,018.08
June 1, 2044	381,503.44	-0-	8,252.22	373,251.22
July 1, 2044	381,503.44	-0-	8,018.94	373,484.50
August 1, 2044	381,503.44	-0-	7,785.51	373,717.93
September 1, 2044	381,503.44	-0-	7,551.94	373,951.50
October 1, 2044	381,503.44	-0-	7,318.22	374,185.22
November 1, 2044	381,503.44	-0-	7,084.35	374,419.09
December 1, 2044	381,503.44	-0-	6,850.34	374,653.10
January 1, 2045	381,503.44	-0-	6,616.18	374,887.26
February 1, 2045	381,503.44	-0-	6,381.88	375,121.56
March 1, 2045	381,503.44	-0-	6,147.43	375,356.01
April 1, 2045	381,503.44	-0-	5,912.83	375,590.61
May 1, 2045	381,503.44	-0-	5,678.09	375,825.35
June 1, 2045	381,503.44	-0-	5,443.19	376,060.25
July 1, 2045	381,503.44	-0-	5,208.16	376,295.28
August 1, 2045	381,503.44	-0-	4,972.97	376,530.47
September 1, 2045	381,503.44	-0-	4,737.64	376,765.80
October 1, 2045	381,503.44	-0-	4,502.16	377,001.28
November 1, 2045	381,503.44	-0-	4,266.54	377,236.90
December 1, 2045	381,503.44	-0-	4,030.76	377,472.68
January 1, 2046	381,503.44	-0-	3,794.84	377,708.60
February 1, 2046	381,503.44	-0-	3,558.77	377,944.67
March 1, 2046	381,503.44	-0-	3,322.56	378,180.88
April 1, 2046	381,503.44	-0-	3,086.20	378,417.24
May 1, 2046	381,503.44	-0-	2,849.69	378,653.75

Date	Payment Amount	Interest	Servicing Fee	Principal
June 1, 2046	$ 381,503.44	$ -0-	$ 2,613.03	$ 378,890.41
July 1, 2046	381,503.44	-0-	2,376.22	379,127.22
August 1, 2046	381,503.44	-0-	2,139.27	379,364.17
September 1, 2046	381,503.44	-0-	1,902.16	379,601.28
October 1, 2046	381,503.44	-0-	1,664.91	379,838.53
November 1, 2046	381,503.44	-0-	1,427.51	380,075.93
December 1, 2046	381,503.44	-0-	1,189.97	380,313.47
January 1, 2047	381,503.44	-0-	952.27	380,551.17
February 1, 2047	381,503.44	-0-	714.43	380,789.01
March 1, 2047	381,503.44	-0-	476.43	381,027.01
April 1, 2047	381,503.09	-0-	238.29	381,264.80
TOTALS:	$91,560.825.25	$ -0-	$6,560,825.25	$85,000,000.00

EXHIBIT B

Uses of Funds

Issuer: City of Fayetteville, Arkansas

Loan Number: 02357-DW-L

Item	**Costs**
Planning and Design	$ 9,550,000
Administrative Fee	-0-
Local Loan Expenses	35,000
Capitalized Interest	-0-
Construction Costs	75,415,000
Contingency	-0-
Principal Amount:	$85,000,000

EXHIBIT C

Disbursement Request

Project Name: _____ **Request Number:** **01 (Loan Closing)**
Project Number: _____ **Percent Completed:** _____
Loan Number: _____
Employer ID No.: _____

Cost Classification	Cost Incurred to Date	RLF Eligible Amount	Previous RLF Disbursements	RLF Payment Due this Request
a. Construction - Plant				$ -
b. Construction - Linework	$ -	$ -	$ -	$ -
c. Pre-App and PER	$ -	$ -	$ -	$ -
d. Environmental Info Document	$ -	$ -	$ -	$ -
e. Facility Plan	$ -	$ -	$ -	$ -
f. A/E Basic Fees - Design Phase	$ -	$ -	$ -	$ -
g. A/E Basic Fees-Bid Phase	$ -	$ -	$ -	$ -
h. A/E Basic Fees-Const. Phase	$ -	$ -	$ -	$ -
i. Inspection Phase	$ -	$ -	$ -	$ -
j. Project Performance Work Plan	$ -	$ -	$ -	$ -
k. Project Performance Fees	$ -	$ -	$ -	$ -
l. O&M Manual	$ -	$ -	$ -	$ -
m. Davis-Bacon Reports	$ -	$ -	$ -	$ -
n. AIS Verifications	$ -	$ -	$ -	$ -
o. Section F - Additional Engineering	$ -	$ -	$ -	$ -
p. Legal Fees	$ -	$ -	$ -	$ -
q. Owner Reimbursement	$ -	$ -	$ -	$ -
r. Other	$ -	$ -	$ -	$ -
s.				$ -
TOTAL	$ -	$ -	$ -	$ -

I certify that to the best of my knowledge, that this disbursement request	Requested By:	Signature of Authorized Certifying Official	Date Report Submitted:
		Typed or Printed Name and Title	Telephone Number:

accurately reflects the total RLF amount due to date and that all costs requested are in accordance with the terms of the bond purchase agreement and RLF regulations. I further certify that all work has been inspected and performed in accordance with RLF program requirements.			
	Prepared By:	Signature of Engineering Consultant	Date Signed:
		Typed or Printed Name and Title	Telephone Number:
	Approved By:	Signature of RLF Official	Date Signed:
		Typed or Printed Name and Title	Telephone Number:
		Signature of Project Engineer	Date Signed:
		Typed or Printed Name and Title	Telephone Number:

EXHIBIT D

REQUIRED FEDERAL CONDITIONS FOR SRF LOANS

Accounting Standards

The Borrower shall establish and maintain an accounting system and internal controls which will ensure the recording and safeguarding of all project activities in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The Borrower shall maintain separate accounting records for the project accounts in accordance with the CWSRF regulation 40 CFR 35.3135(i) or the DWSRF regulation 40 CFR 35.3550(i) as appropriate.

OMB – Uniform Guidance Subpart F Audits

In accordance with 2 CFR 200.501(a), the Borrower hereby agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014. The Borrower must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the Borrower's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facides.census.gov/ . For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: https://facweb.census.gov/

Note: The FAC will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the new FAC hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023, may need to be completely re-started at the new GSA FAC. Click here to access/bookmark the future GSA FAC site, and get updates about the transition.

Wage Rate Requirements (Davis-Bacon Act):

The Borrower agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by either a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372); or a drinking water revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other

lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

See *"Attachment A"* for the Davis Bacon wage rate requirements.

Responsibilities of Participants Regarding Doing Business with Other Persons (Debarment)

Borrower shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Borrower is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Borrower acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the Borrower may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Borrowers may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

Utilization of Disadvantaged, Minority and Women's Business Enterprises

The Borrower agrees to comply with the requirements of EPA's Program for Utilization of Disadvantaged, Minority and Women's Business Enterprises (DBE/MBE/WBE) in procurement under assistance agreements, contained in 40 CFR Part 33. This includes the contract administration provisions of 40 CFR 33.302.

GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Borrower agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

(a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit,

in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The Borrower agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," or other designated reporting form, beginning with the Federal fiscal year reporting period the recipient receives the award and continuing each quarter until the project is completed. Regardless of the activity, if the project is not complete, reports must be submitted to meet the reporting requirement each quarter. Failure to submit reports timely, could result in non-compliance. According to eCFR title 2, subtitle A, chapter II, Part 200, Part D 200.339 "remedies for noncompliance" list six (6) circumstances the State can take for noncompliance, the list can be found at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D?toc=1.Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. Quarterly reports are due by the 15th of the month following the end of each quarter:

Period	Due Date
Jan – Mar	Apr 15
Apr – Jun	Jul 15
Jul – Sept	Oct 15
Oct – Dec	Jan 15

SAM and UEI Requirements

System for Award Management and Universal Identifier Requirements.

A. Requirement for System for Award Management (SAM) unless exempted from this requirement under 2 CFR 25.110, the Borrower must maintain current information in the SAM. This includes information on the Borrower's immediate and highest-level owner and subsidiaries, as well as on all the Borrower's predecessors that have been awarded a federal contract or federal financial assistance within the last three years, if

applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the Borrower reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term,

B. Requirement for Unique Entity ID Numbers (UEI)to receive funding Borrower must provide and maintain status of its UEI.

C. Definitions. For purposes of this condition:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: https://www.sam.gov.

2. The Unique Entity ID number (UEI) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. The Unique Entity ID (UEI) is the official identifier for doing business with the U.S. Government as of April 4, 2022. Entities registering in SAM.gov are assigned a Unique Entity ID as a part of the registration process. Entity uniqueness continues to be validated by an entity validation service. _As part of this transition, the DUNS Number has been removed from SAM.gov.

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

   a. A Governmental organization, which is a State, local government, or Indian tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward (2 CFR 200.1):

   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that (2 CFR 200.1):

   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.

Equipment Purchase and Disposition

All equipment purchases under this Loan, as well as the disposition of such equipment, shall be in accordance with 40 CFR 31.32.

Compliance with Cross-cutting Authorities

The Borrower will comply with the applicable Federal cross-cutting authorities as specified under 40 CFR 35.3575. The State further agrees to inform EPA when consultation or coordination with other Federal agencies is necessary to resolve issues regarding compliance with cross-cutter requirements.

American Iron and Steel

(1) *Definitions*. As used in this award term and condition —

(a) "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(2) *Domestic preference*.

(a) This award term and condition implements P.L. 113-76, Consolidated Appropriations Act, 2014, Section 436, by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (2)(b) and (2)(c) of this section and condition.

(b) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

(c) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that: —

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) *Request for a Waiver under (2)(c)*.

(a) Any recipient request to use foreign iron or steel products in accordance with paragraph (2)(c) of this section shall include adequate information for Federal Government evaluation of the request, including —

(1) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(2) Unit of measure;
(3) Quantity;
(4) Cost;
(5) Time of delivery or availability;
(6) Location of the project;
(7) Name and address of the proposed supplier; and
(8) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (2)(c) of this section.

(b) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(c) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 113-76 Section 436 section 1605 of the American Recovery and Reinvestment Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Build America Buy America Act

(1) *Definitions*. As used in this award term and condition —

(a) "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(c) End Product Manufactured in the United States – as defined in part 25 of the Federal Acquisition Regulation by the Federal Acquisition Regulatory Council.

(d) Construction Material includes an article, material, or supply – *other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives* - that consists primarily of:

(i) non-ferrous metals;
(ii) plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
(iii) glass (including optic glass);
(iv) lumber; or
(v) drywall

(2) *Domestic content procurement preference*.

(a) This award term and condition implements P.L. 117-58, Build America, Buy America Act §§70901-52, by requiring that all iron, steel, manufactured products, and construction materials used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (2)(b) and (2)(c) of this section and condition.

(b) This requirement does not apply with respect to a project if funds were secured prior to May 14, 2022.

(c) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that: —

(i) applying the domestic content procurement preference would be inconsistent with the public interest;
(ii) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(iii) the inclusion of iron and steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) *Request for a Waiver under (2)(c)*.

(a) Any recipient request to use foreign iron or steel products in accordance with paragraph (2)(c) of this section shall include adequate information for Federal Government evaluation of the request, including —

(1) Waiver type;
(2) Recipient Name and Unique Entity Identifier (UEI);
(3) Financial assistance listing name and number;

(4) Federal financial assistance program name;
(5) Federal Award Identification Number (FAIN) (if available)
(6) Federal financial assistance funding amount;
(7) Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known);
(8) Infrastructure project description and location (to extent known);
(9) List of iron or steel item(s), manufactured products, and construction materials proposed to be excluded from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS codes for each;
(10) A description and detailed justification for use of the foreign iron, steel, manufactured product(s), or construction material(s);
(11) A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor
(12) A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, and in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
(13) Anticipated impact if no waiver is issued;
(14) Any relevant comments received during the public comment period.

(b) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(c) Unless the Administrator issues a waiver of this term, use of foreign iron, steel, manufactured product(s), or construction material(s) is noncompliant with P.L. 117-58 Section 70914 of the Build America, Buy America Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Signage

The Borrower agrees to comply with the 2015 SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. Projects that receive BIL funding must follow the BIL specific signage term and conditions. The BIL signage term and condition requires a physical sign displaying the official Building a Better America emblem and EPA logo be placed at construction sites for BIL-funded projects. For the Clean Water and Drinking Water SRF programs, this requirement applies only to the following projects:

- Construction projects identified as “equivalency projects” for BIL general supplemental capitalization grants.

- Construction projects that receive additional subsidization (grants or forgivable loans) made available by BIL general supplemental capitalization grants.
- All construction projects funded with BIL emerging contaminants capitalization grants.
- All construction projects funded with BIL lead service line replacement capitalization grants.

Equal Employment Opportunity Provision

The Borrower hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER. That in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Borrower further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: PROVIDED, that if the Borrower so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering. agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliances.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee): refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Non-Discrimination Provisions

Comply with the Civil Rights Act of 1964, P.L. 88-352; Section 13 of The Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination; Section 504 of the

Rehabilitation Act of 1973 regarding discrimination against the handicapped; and The Age Discrimination Act of 1975.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

   1) Procure or obtain, extend or renew a contract to procure or obtain;

   2) Enter into a contract (or extend or renew a contract) to procure; or

   3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

ATTACHMENT A

Wage Rate Requirements Under The Safe Drinking Water Act, Section 1450(d)

Preamble

With respect to the Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

ATTACHMENT 1

I. Requirements Under The Consolidated Appropriations Act, 2016 (P.L. 114-113) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Mr. Dannell Brown, brown.dannell@epa.gov, (214) 665-7279 of EPA Region 6 in Dallas, Texas for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Consolidated Appropriations Act, 2016, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and

subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

II. Requirements Under The Consolidated Appropriations Act, 2016 (P.L. 114-113) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2016 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Mr. Dannell Brown, brown.dannell@epa.gov, (214) 665-7279 of EPA Region 6 in Dallas, Texas EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2016 Consolidated Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to **the Arkansas Resources Commission Project Engineer assigned to the project,** for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not

award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2016 Consolidated and Continuing Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the

contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social

security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Susan Norton**, Chief of Staff
Paul Becker, Chief Financial Officer

FROM: **Kit Williams**, City Attorney

DATE: **April 4, 2024**

RE: $85 Million Bond to the Arkansas Development Finance Authority

Bond ordinances are usually the longest ordinances I read at a City Council meeting. I understand that most other cities just suspend the statutory rules requiring that each ordinance "shall be fully and distinctly read on three (3) different days" and read only the title. This suspension of the reading rule is expressly authorized by statute.

I have always felt it was important to read a bond ordinance which commits the City to repay millions of dollars, in this case over $90 Million which includes the "servicing fee" of 0.75% per annum, but no interest charges. This is certainly a very favorable bond agreement for the City of Fayetteville and all of its water system rate payers.

However, I believe it would make no sense for me to read about five pages of the ordinance detailing each of the 240 monthly payments. This lengthy table showing the due date of each payment, payment amount (always $381,503.44), interest charged (always $0), servicing fee (declining amount as the bond is repaid: beginning at $53,125.00 on May 1, 2027 and ending at $238.29 on April 1, 2047), and finally the amount of payment applied to the principal debt beginning at $328,378.44 on May 1, 2027 and ending at $381,264.80 on April 1, 2047 which is the final payment for this $85,000,000.00 bond.

Before the first reading of the bond ordinance, I will ask that the City Council suspend the rules to allow me not to read the five pages of these payment tables that the Arkansas Development Finance Authority required to be within the ordinance. I do intend to read everything else in this ten-page ordinance.

After the first reading, I recommend that the City Council suspend the second and third readings of anything except the ordinance title as is our usual procedure. If anyone has any questions, please let me know before the meeting so any questions can be properly answered. Bond Council Gordon Wilbourn will be present at your meeting for any other questions you may have.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1811

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: D'Andre Jones, Ward 1, Position 2

FROM: D'Andre Jones, Ward 1, Position 2
Sarah Moore, City Council Member - Ward 1 Position 2

SUBJECT: **Council Members Jones and Moore recommend approval of a resolution to declare a housing crisis within the City of Fayetteville**

RECOMMENDATION:
Council Members Jones and Moore are sponsoring a resolution to declare a housing crisis within the City of Fayetteville.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request - Email confirmation - Council Members Jones and Moore (#3), Agenda Request - Jones and Moore - Housing Crisis (#4), CM Stafford Amendments to Housing Resolution Packet (#5), CM Jones Amendments to Housing Resolution Packet (#6), Potential Compromise Housing Resolution (#7), Housing Crisis Resolution - Post-City Council Work Session (#8)

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

File #: 2024-1811

Council Members Jones and Moore recommend approval of a resolution to declare a housing crisis within the City of Fayetteville

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

WHEREAS, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and homelessness among our residents; and

WHEREAS, the lack of affordable housing options disproportionately affects low-income individuals, families, seniors, students, veterans, and marginalized communities, leading to social and economic disparities within our city; and

WHEREAS, the COVID-19 pandemic has further exacerbated housing challenges, highlighting the critical need to immediate action to address housing instability and prevent homelessness; and

WHEREAS, the City Council acknowledges its responsibility to take proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options.

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 declares a housing crisis in the City of Fayetteville, recognizing the urgent need for comprehensive solutions to address housing affordability, availability, and accessibility.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby commits to establishing an ad-hoc Housing Crisis Task Force to be formed within the following guidelines:

1. The Task Force will be formed by the end of the second quarter of 2024;
2. The Task Force will consist of representatives from government agencies, non-profit organizations, renter groups, developers, landlords, and community members;
3. The Task Force will be active for one (1) calendar year following the date of its creation;
4. The City Council reserves the right to extend said term at its discretion.

Section 3: That the City Council of the City of Fayetteville, Arkansas requests that the Mayor expedite the hiring process for a Housing Coordinator position, tasked with coordinating city wide efforts to address housing insecurity, facilitate collaboration among stakeholders, and implement recommendations from the Housing Crisis Task Force upon approval of the City Council.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby commits to working collaboratively with the Housing Coordinator, the Housing Crisis Task Force, and other stakeholders to develop and implement strategies to increase the supply of affordable housing units, streamline the permitting process for affordable housing projects, and explore innovative approaches to address housing insecurity.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to provide additional funding and resources to support local efforts to combat the housing crisis.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby pledges to form regional partnerships with neighboring jurisdictions in developing comprehensive strategies to combat housing insecurities, recognizing the movement of residents and workers across city lines.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby pledges to establish metrics and regularly assess progress in addressing the housing crisis and to adapt strategies as needed to ensure equitable outcomes for all residents in its jurisdiction.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby requests that the City Clerk transmit copies of this resolution to relevant state and federal officials, as well as to local media outlets, community organizations, regional stakeholders, and other relevant entities to raise awareness of the housing crisis and mobilize support for solutions.

Pennington, Blake

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Thursday, March 7, 2024 9:00 AM
To: Pennington, Blake
Cc: Moore, Sarah; Barnes, Stacy
Subject: Re: Resolution to declare housing crisis

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.

Looks good
Sent from my iPhone

On Mar 7, 2024, at 8:47 AM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

Thank you. We still need to confirm Councilmember Jones's approval and then we'll get it in Civic Clerk for the next agenda.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov
<image002.png>

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Thursday, March 7, 2024 8:46 AM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>; D'Andre Jones <dre91732000@gmail.com>
Cc: Barnes, Stacy <sbarnes@fayetteville-ar.gov>
Subject: Re: Resolution to declare housing crisis

This looks good to me and I am on board to cosponsor with Councilmember Jones.

Thanks for putting this together.

--
Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

<image001.png>
Report a concern with SeeClickFix:
https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix

Speak up on City projects:
https://speakup.fayetteville-ar.gov/
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Date: Wednesday, March 6, 2024 at 3:17 PM
To: D'Andre Jones <dre91732000@gmail.com>, Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Cc: Barnes, Stacy <sbarnes@fayetteville-ar.gov>
Subject: RE: Resolution to declare housing crisis

Good afternoon, D'Andre and Sarah. We are putting together the tentative agenda which will go out sometime tomorrow. I wanted to follow up with you to confirm 1) sponsorship/co-sponsorship; and 2) whether the draft resolution meets with your approval.

If we are able to resolve both of those questions by this afternoon or tomorrow morning this item will be included in the tentative agenda. If not, it will need to be added at the agenda session next Tuesday.

Thank you,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov
<image005.png>

From: Barnes, Stacy <sbarnes@fayetteville-ar.gov>
Sent: Tuesday, March 5, 2024 3:07 PM
To: D'Andre Jones <dre91732000@gmail.com>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Resolution to declare housing crisis

Sarah should have received it from Blake before lunch. Please let me know if you both approve or want to make any changes.

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Tuesday, March 5, 2024 10:47 AM
To: Barnes, Stacy <sbarnes@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: Re: Resolution to declare housing crisis

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.

Hey Stacy can you add Sarah Moore as a co sponsor!! I have included her in the email.

Sent from my iPhone

On Mar 5, 2024, at 10:43 AM, Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

Attached please find the Resolution you requested be added to the agenda on March 19th. Please let me know if this meets you approval so I can get it added. Thanks!

Stacy Barnes
City Attorney Paralegal
City of Fayetteville, Arkansas
113 W Mountain St., Suite 302
Fayetteville, AR 72701
T 479.575.8313 |
Website | Facebook | Twitter | Instagram | YouTube
<image006.png>

<RES - Declare a Housing Crisis within the City.docx>

Civic Clerk Item No.: 2024-1811

AGENDA REQUEST FORM

FOR: Council Meeting of March 19, 2024

FROM: Council Member D'Andre Jones
Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO DECLARE A HOUSING CRISIS WITHIN THE CITY OF FAYETTEVILLE

APPROVED FOR AGENDA:

Approved by email — 3/7/2024

City Council Member — Date
D'Andre Jones

Approved by email — 3/7/2024

City Council Member — Date
Sarah Moore

Blake Pennington — March 7, 2024

Blake Pennington — Date
Senior Assistant City Attorney
Approved as to form

Received By: Blake Pennington 03/19/2024 11:52 AM

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Jordan**
City Council
Kara Paxton, City Clerk-Treasurer

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

DATE: **March 19, 2024**

RE: **Council Member Stafford Amendments to Housing Resolution**

Council Member Stafford is proposing three amendments to Item D.3 on the agenda tonight, which is the resolution to declare a housing crisis. To summarize, the amendments are: 1) adding two additional "Whereas" paragraphs; 2) Revising Section 2 of the resolution; and 3) Revising Sections 3 and 4 of the resolution.

Amendment #1

Council Member Stafford's first proposed amendment would add two new "Whereas" paragraphs:

> **WHEREAS**, the City Council acknowledges the staff who currently work together in support of increasing the housing supply under the direction of the Mayor and Chief of Staff to identify opportunities for improved public engagement through city growth master planning processes at the local and regional levels, appropriate infrastructure costs shares, and economic vitality initiatives in the following areas: Development Services, Long Range Planning, Community Resources, Economic Vitality, Public Works, and Water/Sewer Infrastructure; and
>
> **WHEREAS**, the City Council also recognizes that the City has taken substantial steps to assist residents including:
>
> - Entering into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing $337,000 in maintenance funding to that facility, and providing an

additional $801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024;

- Paying $1,000,000.00 as a cost share with Partners for Better Housing on the Willow Bend project for public infrastructure;
- Administering the Community Development Block Grant program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents;
- Committing $1,630,000.00 of American Rescue Plan Act funds for a multi-organization project to address housing instability in Fayetteville;
- Administering a housing rehabilitation/repair program and housing redevelopment program;
- Designing a permit-ready building design program soon to be implemented that will reduce costs of construction for property owners in the program area;
- Administering the Hearth Program, which has provided $ 2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;
- Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;
- Providing funds for infrastructure cost shares to promote infill in the downtown area and other strategic locations, such as the CATO Springs Development in support of the neuro-diverse SLS Community
- Establishing a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute $50,000 for both cold weather and warm weather services during 2024.

Amendment #2

Council Member Stafford's second proposed amendment would revise Section 2 of the resolution so it would read as follows:

> "Section 2: That the City Council of the City of Fayetteville, Arkansas hereby commits to identifying tasks that can be taken on by the Community Development and Assistance Programs Advisory Board and the Public Facilities Board and roles they can play in addressing housing needs in Fayetteville."

Amendment #3

Council Member Stafford's third proposed amendment would revise Sections 3 and 4 of the resolution so they would read as follows:

> "Section 3: That the City Council of the City of Fayetteville, Arkansas commits to identifying opportunities to accelerate the approval of housing and housing opportunities in Fayetteville and further commits to considering the hiring of additional staff in areas with a need for greater capacity.
>
> Section 4: That the City Council of the City of Fayetteville, Arkansas hereby commits to working collaboratively with City staff, the Community Development and Assistance Programs Advisory Board, the Public Facilities Board, and other stakeholders to develop and implement strategies to increase the supply of affordable housing units, streamline the permitting process for affordable housing projects, and explore innovative approaches to address housing insecurity."

RESOLUTION NO. _____

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

WHEREAS, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and homelessness among our residents; and

WHEREAS, the lack of affordable housing options disproportionately affects low-income individuals, families, seniors, students, veterans, and marginalized communities, leading to social and economic disparities within our city; and

WHEREAS, the COVID-19 pandemic has further exacerbated housing challenges, highlighting the critical need to immediate action to address housing instability and prevent homelessness; and

WHEREAS, the City Council acknowledges its responsibility to take proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options; and

WHEREAS, the City Council acknowledges the staff who currently work together in support of increasing the housing supply under the direction of the Mayor and Chief of Staff to identify opportunities for improved public engagement through city growth master planning processes at the local and regional levels, appropriate infrastructure costs shares, and economic vitality initiatives in the following areas: Development Services, Long Range Planning, Community Resources, Economic Vitality, Public Works, and Water/Sewer Infrastructure; and

WHEREAS, the City Council also recognizes that the City has taken substantial steps to assist residents including:

- Entering into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing $337,000 in maintenance funding to that facility, and providing an additional $801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024;
- ~~Entering into a 99 year lease of City property to Seven Hill Homeless Center and providing $_____ in financial assistance over _____ years to provide services to homeless residents and to maintain its facilities;~~
- Paying $1,000,000.00 as a cost share with Partners for Better Housing on the Willow Bend project for public infrastructure;
- Administering the Community Development Block Grant program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents;
- Committing $1,630,000.00 of American Rescue Plan Act funds for a multi-organization project to address housing instability in Fayetteville;
- Administering a housing rehabilitation/repair program and housing redevelopment program; ~~.~~

- Designing a permit-ready building design program soon to be implemented that will reduce costs of construction for property owners in the program area;
- Administering the Hearth Program, which has provided $ 2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;
- Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;
- Providing funds for infrastructure cost shares to promote infill in the downtown area and other strategic locations, such as the CATO Springs Development in support of the neuro-diverse SLS Community;
- Establishing a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute $50,000 for both cold weather and warm weather services during 2024;
- ~~Participating in the Endeavor Foundation's Housing Success Fund to provide financial assistance for housing and other support of individuals and families in Fayetteville;~~

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 declares a housing crisis in the City of Fayetteville, recognizing the urgent need for comprehensive solutions to address housing affordability, availability, and accessibility.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby commits to identifying tasks that can be taken on by the Community Development and Assistance Programs Advisory Board and the Public Facilities Board and roles they can play in addressing housing needs in Fayetteville. ~~establishing an ad-hoc Housing Crisis Task Force to be formed with the following guidelines:~~

~~1. The Task Force will be formed by the end of the second quarter of 2024;~~
~~2. The Task Force will consist of representatives from government agencies, non-profit organizations, renter groups, developers, landlords, and community members;~~
~~3. The Task Force will be active for one (1) calendar year following the date of its creation; and~~

~~The City Council reserves the right to extend said term at its discretion~~.

Section 3: That the City Council of the City of Fayetteville, Arkansas ~~requests that the Mayor expedite the hiring process for~~commits to identifying opportunities to accelerate the approval of housing and housing opportunities in Fayetteville and further commits to considering the hiring of additional staff in areas with a need for greater capacity ~~a Housing Coordinator position, tasked with coordinating city wide efforts to address housing insecurity, facilitate collaboration among stakeholders, and implement recommendations from the Housing Crisis Task Force upon approval of the City Council~~.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby commits to working collaboratively with ~~the Housing Coordinator~~City staff, the ~~Housing Crisis Task Force~~Community Development and Assistance Programs Advisory Board, the Public Facilities Board, and other stakeholders to develop and implement strategies to increase the supply of affordable housing units, streamline the permitting process for affordable housing projects, and explore innovative approaches to address housing insecurity.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to provide additional funding and resources to support local efforts to combat the housing crisis.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby pledges to form regional partnerships with neighboring jurisdictions in developing comprehensive strategies to combat housing insecurities, recognizing the movement of residents and workers across city lines.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby pledges to establish metrics and regularly assess progress in addressing the housing crisis and to adapt strategies as needed to ensure equitable outcomes for all residents in its jurisdiction.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby requests that the City Clerk transmit copies of this resolution to relevant state and federal officials, as well as to local media outlets, community organizations, regional stakeholders, and other relevant entities to raise awareness of the housing crisis and mobilize support for solutions.

PASSED and **APPROVED** this 19th day of March, 2024.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

RESOLUTION NO. _____

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

WHEREAS, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and homelessness among our residents; and

WHEREAS, the lack of affordable housing options disproportionately affects low-income individuals, families, seniors, students, veterans, and marginalized communities, leading to social and economic disparities within our city; and

WHEREAS, the COVID-19 pandemic has further exacerbated housing challenges, highlighting the critical need to immediate action to address housing instability and prevent homelessness; and

WHEREAS, the City Council acknowledges its responsibility to take proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options; and

WHEREAS, the City Council acknowledges the staff who currently work together in support of increasing the housing supply under the direction of the Mayor and Chief of Staff to identify opportunities for improved public engagement through city growth master planning processes at the local and regional levels, appropriate infrastructure costs shares, and economic vitality initiatives in the following areas: Development Services, Long Range Planning, Community Resources, Economic Vitality, Public Works, and Water/Sewer Infrastructure; and

WHEREAS, the City Council also recognizes that the City has taken substantial steps to assist residents including:

- Entering into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing $337,000 in maintenance funding to that facility, and providing an additional $801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024;
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- Administering a housing rehabilitation/repair program and housing redevelopment program;
- Designing a permit-ready building design program soon to be implemented that will reduce costs of construction for property owners in the program area;
- Administering the Hearth Program, which has provided $ 2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing

counseling, life skills training, and advocacy services to formerly homeless individuals and families;

- Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;
- Providing funds for infrastructure cost shares to promote infill in the downtown area and other strategic locations, such as the CATO Springs Development in support of the neuro-diverse SLS Community
- Establishing a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute $50,000 for both cold weather and warm weather services during 2024.

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 declares a housing crisis in the City of Fayetteville, recognizing the urgent need for comprehensive solutions to address housing affordability, availability, and accessibility.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby commits to identifying tasks that can be taken on by the Community Development and Assistance Programs Advisory Board and the Public Facilities Board and roles they can play in addressing housing needs in Fayetteville.

Section 3: That the City Council of the City of Fayetteville, Arkansas commits to identifying opportunities to accelerate the approval of housing and housing opportunities in Fayetteville and further commits to considering the hiring of additional staff in areas with a need for greater capacity.

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Section 8: That the City Council of the City of Fayetteville, Arkansas hereby requests that the City Clerk transmit copies of this resolution to relevant state and federal officials, as well as to local media outlets, community organizations, regional stakeholders, and other relevant entities to raise awareness of the housing crisis and mobilize support for solutions.

PASSED and **APPROVED** this 19th day of March, 2024.

APPROVED:	ATTEST:
By: _____	By:_____
LIONELD JORDAN, Mayor	**KARA PAXTON**, City Clerk/Treasurer

Received By: Blake Pennington 03/19/2024 5:21 P.M.

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Jordan**
City Council
Kara Paxton, City Clerk-Treasurer

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

DATE: **March 19, 2024**

RE: **Council Member Jones Amendments to Housing Resolution**

Council Member Jones is proposing two amendments to Item D.3 on the agenda tonight, which is the resolution to declare a housing crisis.

Amendment #1

Amendment #1 is in the email attached for your reference. This amendment:

1. Adds a new Whereas listing steps the City has taken to assist residents, though this contains blanks that would need to be filled.
2. Reduces the number of sections from 8 to 7
3. Adds a new Section 2 regarding supporting efforts underway to address the housing crisis
4. Removes the request to hire a Housing Coordinator
5. Adds details to the Housing Task Force including requirements for members of the task force

Amendment #2

Council Member Jones's second proposed amendment is in a document titled "Housing Crisis Resolution – COMMUNITY PROPOSED AMENDMENTS" This amendment:

1. Recognizes the University's impact on housing
2. Requests that staff seek an Attorney General's opinion on limitations on investment of public funds for housing.
3. Clarifies the Housing Task Force, including requiring 11 members with experience in various areas.

Council Member Jones Amendment #1

Pennington, Blake

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Tuesday, March 19, 2024 3:12 PM
To: Pennington, Blake
Subject: Fwd: Amendment to resolutions

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.

Sent from my iPhone

Begin forwarded message:

From: "Jones, D'Andre" <dandre.jones@okstate.edu>
Date: March 19, 2024 at 3:09:39 PM CDT
To: D'Andre Jones <dre91732000@gmail.com>
Subject: Amended resolutions

RESOLUTION NO. _____

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

WHEREAS, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and homelessness among our residents; and

WHEREAS, the lack of affordable housing options disproportionately affects low-income individuals, families, seniors, students, veterans, and marginalized communities, leading to social and economic disparities within our city; and

WHEREAS, the COVID-19 pandemic has further exacerbated housing challenges, highlighting the critical need to immediate action to address housing instability and prevent homelessness; and

WHEREAS, the City Council acknowledges its responsibility to take proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options.
Please include from Mikes WHEREAS, the City Council also recognizes that the City has taken substantial steps to assist residents including:

Entering into a 99 year lease of City property to Seven Hill Homeless Center and providing $_____ in financial assistance over _____ years to provide services to homeless residents and to maintain its facilities;
Paying $1,000,000.00 as a cost share with Partners for Better Housing on the Willow Bend project for public infrastructure;
Administering the Community Development Block Grant program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents;
Committing $1,630,000.00 of American Rescue Plan Act funds for a multi-organization project to address housing instability in Fayetteville;
Administering a housing rehabilitation/repair program and housing redevelopment program;
Designing a permit-ready building design program soon to be implemented that will reduce costs of construction for property owners in the program area;
Administering the Hearth Program, which has provided $_____ in assistance to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;
Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;
Providing funds for infrastructure cost shares to promote infill in the downtown area;
Participating in the Endeavor Foundation's Housing Success Fund to provide financial assistance for housing and other support of individuals and families in Fayetteville;

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 declares a housing crisis in the City of Fayetteville, recognizing the urgent need for comprehensive solutions to address housing affordability, availability, and accessibility.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby commits to continue supporting the efforts already underway by the City to address the housing crisis and will work to identify additional funding toward those efforts. .

Section 3: .That the City Council of the of the City of Fayetteville, Arkansas hereby establishes an ad-hoc committee called the "Housing Crisis Task Force", charged with : 1. Reviewing the available data regarding housing availability and accessibility of safe and affordable housing to the residents and prospective residents of Fayetteville, 2. Recommending target metrics that would indicate success in maintaining a healthy housing market with sufficient access to safe and affordable housing for residents and prospective residents of Fayetteville, 3. Identify specific regulatory and market barriers to the production of sufficient safe and affordable housing in Fayetteville, and 4. Propose specific policy recommendations to the City Council within one year of first convening.
The Housing Crisis Task Force shall serve for one year, unless extended by resolution, and the membership shall consist of 11 experts in housing services, housing development, city planning

and policy, and economics, The Mayor may appoint replacements for any vacancy that rises, to serve until the conclusion or extension of the Task Force's service.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby pledges to form regional partnerships with neighboring jurisdictions in developing comprehensive strategies to combat housing insecurities, recognizing the movement of residents and workers across city lines.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to provide additional funding and resources to support local efforts to combat the housing crisis.

Section: 6:That the City Council of the City of Fayetteville, Arkansas hereby pledges to establish metrics and regularly assess progress in addressing the housing crisis and to adapt strategies as needed to ensure equitable outcomes for all residents in its jurisdiction.

Section 7 : That the City Council of the City of Fayetteville, Arkansas hereby requests that the City Clerk transmit copies of this resolution to relevant state and federal officials, as well as to local media outlets, community organizations, regional stakeholders, and other relevant entities to raise awareness of the housing crisis and mobilize support for solutions.
PASSED and APPROVED this 19th day of March, 2024.

APPROVED: ATTEST:

By: _____ By:_____
LIONELD JORDAN, Mayor KARA PAXTON, City Clerk/Treasurer

Council Member Jones Amendment #2

PROPOSED AMENDMENT D4.1 - Recognizing University's Impact on Housing

ADD BEFORE COVID-19 CLAUSE:

WHEREAS, the University of Arkansas has pursued an increase in enrollment over the last two decades, bringing more than 15,000 new residents to Fayetteville while only adding 1,000 beds to on-campus housing, and leaving the private housing market strained to make up the difference; and

PROPOSED AMENDMENT D4.2 - Requesting Attorney General's Opinion

RATIONALE: Alternate resolution would memorialize a legal interpretation that is disputed. Instead, it would be advisable to seek clearer direction on what avenues the City can or cannot pursue and provide advocates with a concrete legal justification for any limitations that they can use to advocate for changes at other more appropriate levels of government.

ADD:

Section #: That the City Council of the City of Fayetteville, Arkansas hereby requests that the city staff work through our state legislators to solicit appropriate opinions from the Bureau of Legislative Research and the Attorney General clarifying the constitutional and statutory limitations on the investment of public funds in producing, providing, and facilitating the creation of safe and affordable housing for our community.

PROPOSED AMENDMENT D4.3 - Clarifying Task Force Creation

Instead of STAFFORD AMENDMENT #2

RATIONALE: CDAP and Public Facilities are appointed for specific purposes established in ordinance that are tangentially related to housing services (grant funding for LMI residents and bond-financing for projects, respectively). But their pre-selected membership did not sign up for, and was not selected for their expertise in, housing policy and market economics. The Council will be better advised by selecting knowledgeable individuals from our community who are already familiar with the market forces and ready to offer substantive advice.

PROCESS: The list of names below is blank. Adopting this form of Task Force creation will allow the Council to agree on structure and responsibilities now, and revisit specific membership in two weeks. Council members might submit a list of recommendations through the Clerk to distribute to the Council prior to the next Agenda Session (March 26)**, and bring proposals for a final slate of members from that list to the next Council Meeting** (April 2)**.**

ADD:

WHEREAS the City Council's Rules of Order and Procedure provide that "*Ad hoc committees may be appointed either by the Mayor or by a majority vote of the City Council to study special problems and projects of the City,"* and

ADD:

Section 2: That the City Council of the of the City of Fayetteville, Arkansas hereby establishes an ad-hoc committee called the "Housing Crisis Task Force", charged with :

1. Reviewing the available data regarding housing availability and accessibility of safe and affordable housing to the residents and prospective residents of Fayetteville,
2. Recommending target metrics that would indicate success in maintaining a healthy housing market with sufficient access to safe and affordable housing for residents and prospective residents of Fayetteville,
3. Identify specific regulatory and market barriers to the production of sufficient safe and affordable housing in Fayetteville, and
4. Propose specific policy recommendations to the City Council within one year of first convening.

The Housing Crisis Task Force shall serve for one year, unless extended by resolution, and the membership shall consist of 11 experts in housing services, housing development, city planning and policy, and economics, as follows:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

The Mayor may appoint replacements for any vacancy that rises, to serve until the conclusion or extension of the Task Force's service.

~~PROPOSED AMENDMENT D4.4 - Recognition of Prior City Efforts~~

STAFFORD AMENDMENT #1 IS ENDORSED BY COMMUNITY SPONSORS, AMENDMENT WITHDRAWN

~~PROPOSED AMENDMENT D4.5 - Removing Housing Coordinator Staff Position~~

STAFFORD AMENDMENT #3 IS ENDORSED BY COMMUNITY SPONSORS, AMENDMENT WITHDRAWN

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Jordan**
City Council

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

DATE: **March 21, 2024**

RE: **Potential Compromise Housing Resolution**

I appreciate the City Council giving me the opportunity to draft a compromise resolution for your consideration. After reviewing and considering the two resolutions on the agenda, the amendments proposed by Council Members Jones and Stafford, and the discussion on Tuesday night, I have drafted a potential amended resolution, which is attached, that I believe captures the essence of both proposals.

My process began with Council Member Jones's original resolution. The only major item removed from that resolution is the request to hire a housing coordinator, which seemed to have general agreement among the Council Members.

I annotated all additions to the document from other sources as you will see on the left side of the page. I included portions of Council Member Wiederkehr's resolution, Council Member Jones's Amendment #1 and Amendment #2, and Council Member Stafford's Amendment #1 and Amendment #3.

I did not include some items from those other source documents for several reasons. Some portions of the Wiederkehr Resolution were not included for the sake of trying to keep the final product a reasonable length. Other portions were the subject of potential disagreement or were tangentially related to the housing issue but not directly on point.

I did not include Council Member Stafford's Amendment #2 because he stated his intent at the meeting not to introduce it. I did not include the portion of Council Member Jones's Amendment #2 regarding an Attorney General's opinion because that was not the subject of any substantial discussion. Furthermore, our office would recommend having a more specific proposal, like those that are likely to come from the Housing Crisis Task Force, to present to the Attorney General through one of our state legislators in order to receive an opinion that will substantively address any constitutionality questions.

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE AND TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE

1 **WHEREAS**, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

2 **WHEREAS**, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and homelessness among our residents; and

3 **WHEREAS**, the lack of affordable housing options disproportionately affects low-income individuals, families, seniors, students, veterans, and marginalized communities, leading to social and economic disparities within our city; and

4 **WHEREAS**, the COVID-19 pandemic has further exacerbated housing challenges, highlighting the critical need to immediate action to address housing instability and prevent homelessness; and

Commented [PB1]: Weiderkehr Resolution and Jones Amendment #2

5 **WHEREAS**, during the past two decades our beloved University of Arkansas experienced an increase in enrollment from 15,000 students to 32,000 while only being able to add 1,000 on-campus dorm beds; and

Commented [PB2]: Stafford Amendment #1

6 **WHEREAS**, the City Council acknowledges the staff who currently work together in support of increasing the housing supply under the direction of the Mayor and Chief of Staff to identify opportunities for improved public engagement through city growth master planning processes at the local and regional levels, appropriate infrastructure costs shares, and economic vitality initiatives in the following areas: Development Services, Long Range Planning, Community Resources, Economic Vitality, Public Works, and Water/Sewer Infrastructure; and

Commented [PB3]: Wiederkehr Resolution, Jones Amendment #1 and Stafford Amendment #1

7 **WHEREAS**, the steps the City has taken to date include but are not limited to the following:

- Entering into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing $337,000 in maintenance funding to that facility, and providing an additional $801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024;
- Investing $1,000,000 for public infrastructure as a cost share with Partners for Better Housing on the Willow Bend project;
- Administering the Community Development Block Grant (CDBG) program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents;
- Committing $1,630,000 of American Rescue Plan Act funds for a consortium of partnering organizations to address housing instability in Fayetteville;
- Administering CDBG funding for a housing rehabilitation/repair program for low income residents and seniors as one intervention to both maintain existing housing stock and help prevent residents becoming homelessness;

- Administering the Hearth Program, which has provided $2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;
- Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;
- Establishing a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute $50,000 for both cold weather and warm weather services during 2024;
- Funding and administering a permit-ready building design program which is ready to be implemented that will reduce design costs of residential construction for property owners in a 320 acre program area;
- Providing funds for consideration of infrastructure cost shares to promote appropriate infill in portions of the city, such as the CATO Springs Development in support of the neuro-diverse SLS Community.
- Adopting the most liberal Accessory Dwelling Unit standards in the State of Arkansas, if not the entire nation;
- Codifying the creation of Cluster Housing developments such that up to 12 smaller dwellings rather than the national standard of 7 to 8 units may share parking courts and open space;
- Budgeting for the update of our Downtown Strategic Plan with an eye towards the provision of mixed-use developments with greater downtown housing density;
- Initiating the 71B Corridor Rezoning Project, with more than 500 land parcels under consideration, which aims to add housing in all its forms but especially mixed use and multifamily housing, as a use-by-right where it is currently precluded under existing land use regulations, thus providing an unprecedented opportunity for Fayetteville residents to access more housing options, walkable neighborhoods, mass transit, and safety improvements;
- Increasing the staff that ensure life safety standards are met while providing for the time sensitive processing of entitlement applications and the review and approval of construction documents by building safety, engineering, planning, inspection, and other development related support staff;
- Participating fully in the regional activities and initiatives of the Northwest Arkansas Council, Groundwork – the NWA Council's Workforce Housing Center, the Northwest Arkansas Regional Planning Commission, the Continuum of Care, and the NWA Urban Land Institute's educational programs, to name a few; and
- Approving the zoning for and entitling the development of several thousand (estimated between 2,000 and 4,000) dwelling units which are not yet under construction due to current interest rates but which the city is ready to plan check and permit when developers are ready; and

Commented [PB4]: Stafford Amendment #1

4 **WHEREAS**, the City Council acknowledges its responsibility to take proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options; and

Commented [PB5]: Jones Amendment #2

9 **WHEREAS**, the City Council's Rules of Order and Procedure provide that "Ad hoc committees may be appointed either by the Mayor or by a majority vote of the City Council to study special problems and projects of the city."

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 declares a housing crisis in the City of Fayetteville, recognizing the urgent need for comprehensive solutions to address housing affordability, availability, and accessibility.

Commented [PB6]: Jones Amendment #1

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby commits to continue supporting the efforts already underway by the City to address the housing crisis and will work to identify additional funding toward those efforts.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby commits to establishing an ad-hoc Housing Crisis Task Force to be formed with the following guidelines:

1. The Task Force will be formed by the end of the second quarter of 2024;
2. The Task Force will consist of 11 members with expertise in housing services, housing development, city planning and policy, and economics representing government agencies, non-profit organizations, renter groups, developers, landlords, and community members;
3. The Task Force will be active for one (1) calendar year following the date of its creation; and
4. The City Council reserves the right to extend said term at its discretion.

Commented [PB7]: Jones Amendment #1

Commented [PB8]: Jones Amendment #1

Section 4: That the City Council of the City of Fayetteville, Arkansas requests that the Housing Crisis Task force:

1. Review the available data regarding housing availability and accessibility of safe and affordable housing to the residents and prospective residents of Fayetteville;
2. Recommend target metrics that would indicate success in maintaining a healthy housing market with sufficient access to safe and affordable housing for residents and prospective residents of Fayetteville;
3. Identify specific regulatory and market barriers to the production of sufficient safe and affordable housing in Fayetteville; and
4. Propose specific policy recommendations to the City Council within one year of first convening.

Commented [PB9]: Stafford Amendment #3

Section 5: That the City Council of the City of Fayetteville, Arkansas commits to identifying opportunities to accelerate the approval of housing and housing opportunities in Fayetteville and further commits to considering the hiring of additional staff in areas with a need for greater capacity.

Commented [PB10]: Stafford Amendment #3

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby commits to working collaboratively with City staff, the Housing Crisis Task Force, and other stakeholders to develop and implement strategies to increase the supply of affordable housing units, streamline the permitting process for affordable housing projects, and explore innovative approaches to address housing insecurity.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby reaffirms our desire to continue working with and through all our regional partners, stakeholders, commissions, boards, committees, neighborhood groups, residents, and staff with the goal of adequate housing availability.

Commented [PB11]: Wiederkehr Resolution

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that we desire a full range of housing stock in a variety of forms and price points such that our residents may more readily find clean, safe, and affordable housing to purchase or rent within our beloved community.

Commented [PB12]: Wiederkehr Resolution

Section 9: That the City Council of the City of Fayetteville, Arkansas will be considering the results of a fee study in the near future, and will likely have the opportunity to appropriately adjust planning, engineering, and development services related fees which have not been adjusted in 17 years, and because these are fees and not taxes, any new resulting revenues must be reinvested in supporting the very means of delivering planning, entitlement processing, plan review, and inspection services to the benefit of housing production.

Section 10: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to provide additional funding and resources to support local efforts to combat the housing crisis.

Commented [PB13]: Wiederkehr Resolution

Section 11: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to restore programmatic funding for the creation of housing which was lost in the 1980s.

Section 12: That the City Council of the City of Fayetteville, Arkansas hereby pledges to form regional partnerships with neighboring jurisdictions in developing comprehensive strategies to combat housing insecurities, recognizing the movement of residents and workers across city lines.

Commented [PB14]: Wiederkehr Resolution

Section 13: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that, because the shortage in housing is both national and regional, we desire to form regional partnerships with neighboring jurisdictions with the goal of developing meaningful and practical strategies to nurture the creation of housing, recognizing that all people have intrinsic value and universal needs regardless of their current living location.

Commented [PB15]: Wiederkehr Resolution

Section 14: That the City Council of the City of Fayetteville, Arkansas hereby pledges to act in the best interest of our community, to responsibly utilize the resources within our control such that we balance the long-term environmental wellbeing of our residents with the need for housing, to consider the needs of our least fortunate citizens when considering opportunities for diverse housing which provides families with viable choices for meeting this foundational need.

Section 15: That the City Council of the City of Fayetteville, Arkansas hereby pledges to establish metrics and regularly assess progress in addressing the housing crisis and to adapt strategies as needed to ensure equitable outcomes for all residents in its jurisdiction.

Section 16: That the City Council of the City of Fayetteville, Arkansas hereby requests that the City Clerk transmit copies of this resolution to relevant state and federal officials, as well as to local media outlets, community organizations, regional stakeholders, and other relevant entities to raise awareness of the housing crisis and mobilize support for solutions.

Received By: Blake Pennington 03/29/2024 9:13 AM

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Jordan**
City Council

CC **Kara Paxton**, City Clerk-Treasurer

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

DATE: **March 27, 2024**

RE: **Compromise Housing Resolution Following Workshop**

I am attaching a new clean draft of the housing crisis resolution for your consideration. Based on the discussion and consensus of the City Council last night, I incorporated the following changes:

1. Section 3
   a. Changed "commits to establishing" to "commits to the establishment of" the Task Force
   b. Task Force membership changed from a fixed number of 11 members to between 7 and 11 members
   c. Clarified that Task Force members will be appointed by the Mayor
   d. Changed "expertise in" to "expertise or a demonstrated interest in" the areas relevant to the Task Force's work.

2. Section 5
   a. Added underlined clarifying language that the City Council "further commits to considering the hiring of additional staff working under the direction of the Mayor in areas with a need for greater capacity."

If you would like to adopt the language in this new draft, you will need to move to amend and replace the current resolution language with the attached document.

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE AND TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

WHEREAS, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and homelessness among our residents; and

WHEREAS, the lack of affordable housing options disproportionately affects low-income individuals, families, seniors, students, veterans, and marginalized communities, leading to social and economic disparities within our city; and

WHEREAS, the COVID-19 pandemic has further exacerbated housing challenges, highlighting the critical need to immediate action to address housing instability and prevent homelessness; and

WHEREAS, during the past two decades our beloved University of Arkansas experienced an increase in enrollment from 15,000 students to 32,000 while only being able to add 1,000 on-campus dorm beds; and

WHEREAS, the City Council acknowledges the staff who currently work together in support of increasing the housing supply under the direction of the Mayor and Chief of Staff to identify opportunities for improved public engagement through city growth master planning processes at the local and regional levels, appropriate infrastructure costs shares, and economic vitality initiatives in the following areas: Development Services, Long Range Planning, Community Resources, Economic Vitality, Public Works, and Water/Sewer Infrastructure; and

WHEREAS, the steps the City has taken to date include but are not limited to the following:

- Entering into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing $337,000 in maintenance funding to that facility, and providing an additional $801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024;
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- Committing $1,630,000 of American Rescue Plan Act funds for a consortium of partnering organizations to address housing instability in Fayetteville;
- Administering CDBG funding for a housing rehabilitation/repair program for low income residents and seniors as one intervention to both maintain existing housing stock and help prevent residents becoming homelessness;

- Administering the Hearth Program, which has provided $2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;
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- Adopting the most liberal Accessory Dwelling Unit standards in the State of Arkansas, if not the entire nation;
- Codifying the creation of Cluster Housing developments such that up to 12 smaller dwellings rather than the national standard of 7 to 8 units may share parking courts and open space;
- Budgeting for the update of our Downtown Strategic Plan with an eye towards the provision of mixed-use developments with greater downtown housing density;
- Initiating the 71B Corridor Rezoning Project, with more than 500 land parcels under consideration, which aims to add housing in all its forms but especially mixed use and multifamily housing, as a use-by-right where it is currently precluded under existing land use regulations, thus providing an unprecedented opportunity for Fayetteville residents to access more housing options, walkable neighborhoods, mass transit, and safety improvements;
- Increasing the staff that ensure life safety standards are met while providing for the time sensitive processing of entitlement applications and the review and approval of construction documents by building safety, engineering, planning, inspection, and other development related support staff;
- Participating fully in the regional activities and initiatives of the Northwest Arkansas Council, Groundwork – the NWA Council's Workforce Housing Center, the Northwest Arkansas Regional Planning Commission, the Continuum of Care, and the NWA Urban Land Institute's educational programs, to name a few; and
- Approving the zoning for and entitling the development of several thousand (estimated between 2,000 and 4,000) dwelling units which are not yet under construction due to current interest rates but which the city is ready to plan check and permit when developers are ready; and

WHEREAS, the City Council acknowledges its responsibility to take proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options; and

WHEREAS, the City Council's Rules of Order and Procedure provide that "Ad hoc committees may be appointed either by the Mayor or by a majority vote of the City Council to study special problems and projects of the city."

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Section 2: That the City Council of the City of Fayetteville, Arkansas hereby commits to continue supporting the efforts already underway by the City to address the housing crisis and will work to identify additional funding toward those efforts.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby commits to the establishment of an ad-hoc Housing Crisis Task Force to be formed with the following guidelines:

1. The Task Force will be formed by the end of the second quarter of 2024;
2. The Task Force will consist of 7-11 members to be appointed by the Mayor with expertise or a demonstrated interest in housing services, housing development, city planning and policy, and economics representing government agencies, non-profit organizations, renter groups, developers, landlords, and community members;
3. The Task Force will be active for one (1) calendar year following the date of its creation; and
4. The City Council reserves the right to extend said term at its discretion.

Section 4: That the City Council of the City of Fayetteville, Arkansas requests that the Housing Crisis Task force:

1. Review the available data regarding housing availability and accessibility of safe and affordable housing to the residents and prospective residents of Fayetteville;
2. Recommend target metrics that would indicate success in maintaining a healthy housing market with sufficient access to safe and affordable housing for residents and prospective residents of Fayetteville;
3. Identify specific regulatory and market barriers to the production of sufficient safe and affordable housing in Fayetteville; and
4. Propose specific policy recommendations to the City Council within one year of first convening.

Section 5: That the City Council of the City of Fayetteville, Arkansas commits to identifying opportunities to accelerate the approval of housing and housing opportunities in Fayetteville and further commits to considering the hiring of additional staff working under the direction of the Mayor in areas with a need for greater capacity.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby commits to working collaboratively with City staff, the Housing Crisis Task Force, and other stakeholders to develop and implement strategies to increase the supply of affordable housing units, streamline the permitting process for affordable housing projects, and explore innovative approaches to address housing insecurity.

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Section 8: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that we desire a full range of housing stock in a variety of forms and price points such that our residents may more readily find clean, safe, and affordable housing to purchase or rent within our beloved community.

Section 9: That the City Council of the City of Fayetteville, Arkansas will be considering the results of a fee study in the near future, and will likely have the opportunity to appropriately adjust planning, engineering, and development services related fees which have not been adjusted in 17 years, and because these are fees and not taxes, any new resulting revenues must be reinvested in supporting the very means of delivering planning, entitlement processing, plan review, and inspection services to the benefit of housing production.

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Section 11: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to restore programmatic funding for the creation of housing which was lost in the 1980s.

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Section 13: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that, because the shortage in housing is both national and regional, we desire to form regional partnerships with neighboring jurisdictions with the goal of developing meaningful and practical strategies to nurture the creation of housing, recognizing that all people have intrinsic value and universal needs regardless of their current living location.

Section 14: That the City Council of the City of Fayetteville, Arkansas hereby pledges to act in the best interest of our community, to responsibly utilize the resources within our control such that we balance the long-term environmental wellbeing of our residents with the need for housing, to consider the needs of our least fortunate citizens when considering opportunities for diverse housing which provides families with viable choices for meeting this foundational need.

Section 15: That the City Council of the City of Fayetteville, Arkansas hereby pledges to establish metrics and regularly assess progress in addressing the housing crisis and to adapt strategies as needed to ensure equitable outcomes for all residents in its jurisdiction.

Section 16: That the City Council of the City of Fayetteville, Arkansas hereby requests that the City Clerk transmit copies of this resolution to relevant state and federal officials, as well as to local media outlets, community organizations, regional stakeholders, and other relevant entities to raise awareness of the housing crisis and mobilize support for solutions.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1817

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Council Member Mike Wiederkehr
Council Member Holly Hertzberg
Council Member Teresa Turk
Council Member Sarah Bunch
Council Member Scott Berna

SUBJECT: **Resolution to Summarize Actions Taken and Anticipated to Support Housing Production in the City of Fayetteville**

RECOMMENDATION:
Council Members Wiederkehr, Hertzberg, Turk, Bunch, and Berna recommend approval of a resolution summarizing the actions taken and anticipated to support housing production in the City of Fayetteville.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Packet - Housing Production (#3)

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

File #: 2024-1817

Resolution to Summarize Actions Taken and Anticipated to Support Housing Production in the City of Fayetteville

A RESOLUTION TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes that housing is both a commodity financed by private capital investment, a universal human need, and a cornerstone of community well-being; and

WHEREAS, in the decade of the 1980s federal funding for the Department of Housing & Urban Development was reduced by 40%, funding for Assistance to Local Government was reduced by 60%, funding for Public Housing & Section 8 Rental Assistance was reduced by 50%, CDBG funding was reduced by 30%, and Federal Grants to Large Cities was reduced by 35%; and

WHEREAS, in 2008 the unraveling of subprime mortgage lending led to worldwide financial instability, the reduction in mortgage lending, and the collapse of the housing market which led to the loss of roughly three years of housing production in the United States, which cascaded into the reduction in the labor pool for housing construction as workers gravitated to other fields of employment, resulting in increased competition for housing construction labor; and

WHEREAS, the onset of a worldwide pandemic in 2020 led to the disruption of supply chains and labor forces which resulted in significant shortages in construction materials while simultaneously impacting the market prices for those materials which were available; and

WHEREAS, during the past two decades our beloved University of Arkansas experienced an increase in enrollment from 15,000 students to 32,000 while only being able to add 1,000 on-campus dorm beds; and

WHEREAS, current housing purchase and rental prices are indicative that housing production has not kept pace with population growth and market demand; and

WHEREAS, sufficient housing is both desirable from a humanistic perspective as well as an important part of Fayetteville's ongoing economic vitality; and

WHEREAS, the City of Fayetteville has responded by both taking significant proactive measures and planning further additional steps to support and nurture the private markets' production of housing in a multitude of forms for the benefit of both existing and future residents; and

WHEREAS, the steps the City has taken to date include but are not limited to the following:

- Entering into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing $337,000 in maintenance funding to that facility, and providing an additional $801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024;
- Investing $1,000,000 for public infrastructure as a cost share with Partners for Better Housing on the Willow Bend project;
- Administering the Community Development Block Grant (CDBG) program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents;
- Committing $1,630,000 of American Rescue Plan Act funds for a consortium of partnering organizations to address housing instability in Fayetteville;
- Administering CDBG funding for a housing rehabilitation/repair program for low income residents and seniors as one intervention to both maintain existing housing stock and help prevent residents becoming homelessness;
- Administering the Hearth Program, which has provided $2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;
- Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;
- Establishing a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute $50,000 for both cold weather and warm weather services during 2024;
- Funding and administering a permit-ready building design program which is ready to be implemented that will reduce design costs of residential construction for property owners in a 320 acre program area;
- Providing funds for consideration of infrastructure cost shares to promote appropriate infill in portions of the city.
- Adopting the most liberal Accessory Dwelling Unit standards in the State of Arkansas, if not the entire nation;
- Codifying the creation of Cluster Housing developments such that up to 12 smaller dwellings rather than the national standard of 7 to 8 units may share parking courts and open space;
- Budgeting for the update of our Downtown Strategic Plan with an eye towards the provision of mixed-use developments with greater downtown housing density;
- Initiating the 71B Corridor Rezoning Project, with more than 500 land parcels under consideration, which aims to add housing in all its forms but especially mixed use and multifamily housing, as a use-by-right where it is currently precluded under existing land use regulations, thus providing an unprecedented opportunity for Fayetteville residents to access more housing options, walkable neighborhoods, mass transit, and safety improvements;
- Increasing the staff that ensure life safety standards are met while providing for the time sensitive processing of entitlement applications and the review and approval of construction

documents by building safety, engineering, planning, inspection, and other development related support staff;

- Participating fully in the regional activities and initiatives of the Northwest Arkansas Council, Groundwork – the NWA Council's Workforce Housing Center, the Northwest Arkansas Regional Planning Commission, the Continuum of Care, and the NWA Urban Land Institute's educational programs, to name a few; and
- Approving the zoning for and entitling the development of several thousand (estimated between 2,000 and 4,000) dwelling units which are not yet under construction due to current interest rates but which the city is ready to plan check and permit when developers are ready.

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 acknowledges that municipal governments in Arkansas cannot contribute funds for the private production of housing, but that we nonetheless desire a full range of housing stock in a variety of forms and price points such that our residents may more readily find clean, safe, and affordable housing to purchase or rent within our beloved community.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that housing prices are one half of the affordability equation, and that income levels are the other half of all affordability ratio measures, and to this end we have already funded $2,000,000 towards childcare and $2,000,802 towards job training from our ARPA funding so that our residents would have the opportunity to pursue higher paying employment for the long-term betterment of their families.

Section 3: That the City Council of the City of Fayetteville, Arkansas will be considering the results of a fee study in the near future, and will likely have the opportunity to appropriately adjust planning, engineering, and development services related fees which have not been adjusted in 17 years, and because these are fees and not taxes, any new resulting revenues must be reinvested in supporting the very means of delivering planning, entitlement processing, plan review, and inspection services to the benefit of housing production.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby reaffirms our desire to continue working with and through all our regional partners, stakeholders, commissions, boards, committees, neighborhood groups, residents, and staff with the goal of adequate housing availability.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to restore programmatic funding for the creation of housing which was lost in the 1980s.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that, because the shortage in housing is both national and regional, we desire to form regional partnerships with neighboring jurisdictions with the goal of developing meaningful and practical strategies to nurture the creation of housing, recognizing that all people have intrinsic value and universal needs regardless of

their current living location.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby pledges to act in the best interest of our community, to responsibly utilize the resources within our control such that we balance the long-term environmental wellbeing of our residents with the need for housing, to consider the needs of our least fortunate citizens when considering opportunities for diverse housing which provides families with viable choices for meeting this foundational need.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that ambiguity deters investment, and that if the enhanced speed of housing development review decisions is the practical desire, the most beneficial positions to add would be a City Engineer, Deputy Director of Development Services, Planner, Inspector, or Plan Checker, but as all staff report to the Mayor and not the City Council, any such position would need to be funded via updated development fees appropriated by Council and left to the administration to implement.

Civic Clerk Item No.: 2024-1817

AGENDA REQUEST FORM

FOR: **Council Meeting of March 19, 2024**

FROM: **Council Member Mike Wiederkehr**
Council Member Holly Hertzberg
Council Member Teresa Turk
Council Member Sarah Bunch
Council Member Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE

APPROVED FOR AGENDA:

City Council Member Mike Wiederkehr — 3-11-24 Date

Approved by email
City Council Member Holly Hertzberg — 3/12/24 Date

Approved by email
City Council Member Teresa Turk — 3/12/24 Date

Approved by email
City Council Member Sarah Bunch — 3/11/24 Date

City Council Member Scott Berna — 3/12/24 Date

Blake Pennington, Sr. Asst. City Attorney — 3/12/24 Date
Approved as to form

Pennington, Blake

From: Hertzberg, Holly
Sent: Tuesday, March 12, 2024 9:58 AM
To: Pennington, Blake
Subject: Re: Res - Actions Taken and Anticipated to Support Housing Production in Fayetteville

I approve of the draft. Thank you!

Holly

On Mar 11, 2024 at 3:58 PM, <Blake Pennington> wrote:

Good afternoon, Council Members:

Attached is what I believe is the final draft of a resolution summarizing actions taken and anticipated to support housing production in the City of Fayetteville along with an agenda request form.

You can either sign and return the agenda request form to me or indicate your approval of the draft by email. If you approve by email I'll indicate that on the agenda request form and attach your approval email.

Please let me know if you have any questions.

Thank you,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

CITY OF
FAYETTEVILLE
ARKANSAS

Pennington, Blake

From: Bunch, Sarah
Sent: Monday, March 11, 2024 7:10 PM
To: Pennington, Blake
Subject: Re: Res - Actions Taken and Anticipated to Support Housing Production in Fayetteville

Blake I tried to do auto sign on my phone, but I am unsure it worked. Please accept this as my notification of support and my desire to co-sponsor.

Sarah Bunch
Sent from my iPhone

On Mar 11, 2024, at 3:58 PM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

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Thank you,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov
<image001.png>

<AGENDA REQUEST - Res Actions Supporting Housing - Council Members Wiederkehr, Hertzberg, Turk, Bunch, and Berna.pdf>

Pennington, Blake

From: Turk, Teresa
Sent: Tuesday, March 12, 2024 10:17 AM
To: Pennington, Blake
Cc: Wiederkehr, Mike
Subject: Re: Res - Actions Taken and Anticipated to Support Housing Production in Fayetteville

Blake,
Please add my name to co-sponsors to the resolution.

Thank you,
Teresa

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, March 11, 2024 3:58 PM
To: Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>
Subject: Res - Actions Taken and Anticipated to Support Housing Production in Fayetteville

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Thank you,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

RESOLUTION NO. _____

A RESOLUTION TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE

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PASSED and **APPROVED** this 19th day of March, 2024.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1783

MEETING OF APRIL 2, 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 Cole, Planner

SUBJECT: **RZN-2024-0001: Rezoning (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254): Submitted by JORGENSEN & ASSOCIATES for property located at 3006 N. OLD MISSOURI RD. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL, and NC, NEIGHBORHOOD CONSERVATION and contains approximately 6.31 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE and R-A, RESIDENTIAL – AGRICULTURAL.**

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, roughly ¼ mile north of the intersection of N. Old Wire Road and N. Old Missouri Road. Although not within the Hillside-Hilltop Overlay District, the site is heavily vegetated with a significant upward slope from the northwest to the southeast. The property subject to this request is approximately 6.31 acres of a 36.20-acre site. It is zoned RSF-4, Residential Single-Family, Four Units per Acre, NC, Neighborhood Conservation, and NS-G, Neighborhood Services-General. At the Planning Commission meeting on April 11, 2022, a conditional use permit (CUP-2022-0004) was approved to allow multi-family on the portion of the property zoned NS-G, Neighborhood Services-General. The project received large scale development approval at the May 9, 2022 Planning Commission meeting (LSD-2022-0012). A concurrent plat for thirty-six residential lots, one commercial lot, two non-buildable lots, and two out lots was approved at the January 8, 2024 Planning Commission meeting.

Request: The request is to rezone 6.31 acres of the property to a split zoning of R-A, Residential-Agricultural (1.77 acres) and RSF-18, Residential Single-Family, Eighteen Units per Acre (4.54 acres). This request is associated with a proposal for Phase II of the State Station development.

Public Comment: To date, staff have received no public comment on this item.

Land Use Compatibility: The proposed R-A zoning is compatible as the areas are dedicated or planned tree preservation easements. The proposed zoning change to RSF-18 is compatible with surrounding land use patterns in this area, which includes a mixture of residential and non-residential development of generally low-

to-moderate intensity. Despite the greater density allowed under the proposed zoning district, staff finds that the single-family character of RSF-18 will complement the overwhelmingly detached dwelling development pattern of the area. Further bolstering staff's support of the request is the existing NS-G, Neighborhood Services, General, property to the west and the extension of Rolling Hills through the site. Although currently undeveloped, the property zoned NS-G allows low-intensity, non-residential uses along with some attached residential building types. When developed, a logical transition would result from greater densities along Old Missouri Road in the west to the lower-density single-family to the south and east.

Another consideration is the terrain of the area proposed for rezoning as it relates to surrounding land uses. As noted, the subject property slopes upward significantly from northwest to southeast. This gradient creates a natural transition of elevation just as the zoning transitions from the greater density of the existing NS-G and NC districts and proposed RSF-18 zoning district to the lower densities of the adjacent RSF-4 zoning districts.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the largely Residential Neighborhood Area designation of the subject property and surrounding area. Along with the recently rezoned NS-G and NC land to the west and north, development under the RSF-18 zoning on the subject property will encourage traditional neighborhood development in a compact form that is both complemented by mixed-use development to the west and complimentary of existing, low-density single-family developments to the east.

Among the goals in City Plan 2040, the proposed rezoning represents the potential for appropriate infill development, development in a traditional town form pattern, and a means of discouraging suburban sprawl. Although extensions of infrastructure are likely needed to facilitate development, adjacent City facilities and amenities are already in place and available for access, thereby reducing the strain on City infrastructure and amenities that would result from similar development in a sprawl location. Similarly, the requested RSF-18 zoning district and its associated build-to zone encourage patterns of development that result in realizing the City's goal of making traditional town form the standard. This includes the expectation that buildings be located at the street and on corners, thereby creating an environment appealing to pedestrians. Additionally, the property's location is approximately 1/4 mile north of the Tier 3 center identified within City Plan 2040's growth concept map at the intersection of N. Old Wire and Old Missouri Roads.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates an infill score of **4-5** for this site. The following elements of the matrix contribute to the score, at varying points:

- 4 Minute Fire Response (Station 4 at 3385 N. Plainview Ave.)
- Near Paved Trail (Old Missouri Trail)
- Near Public School (Butterfield Trail Elementary School)
- Near City Park (Gulley Park)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:
At the February 26, 2024 Planning Commission meeting, a vote of 5-2-0 forwarded the request to City Council with a recommendation of approval. The commissioners cited 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 the lack of a master plan provided by the developer and steep slopes.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Staff Report (#6), RZN-2024-0001 Topography Exhibit w-Offsite Comparisons (#7), Exhibit C (#8)

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

File #: 2024-1783

RZN-2024-0001: Rezoning (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254): Submitted by JORGENSEN & ASSOCIATES for property located at 3006 N. OLD MISSOURI RD. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL, and NC, NEIGHBORHOOD CONSERVATION and contains approximately 6.31 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE and R-A, RESIDENTIAL – AGRICULTURAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0001 FOR APPROXIMATELY 6.31 ACRES LOCATED AT 3006 NORTH OLD MISSOURI ROAD IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE; NS-G, NEIGHBORHOOD SERVICES GENERAL; AND NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE AND R-A, RESIDENTIAL AGRICULTURAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units Per Acre; NS-G, Neighborhood Services General; and NC, Neighborhood Conservation to RSF-18, Residential Single-Family, Eighteen Units Per Acre and R-A, Residential Agricultural.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-1783

Item ID

3/19/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	3/1/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

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Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

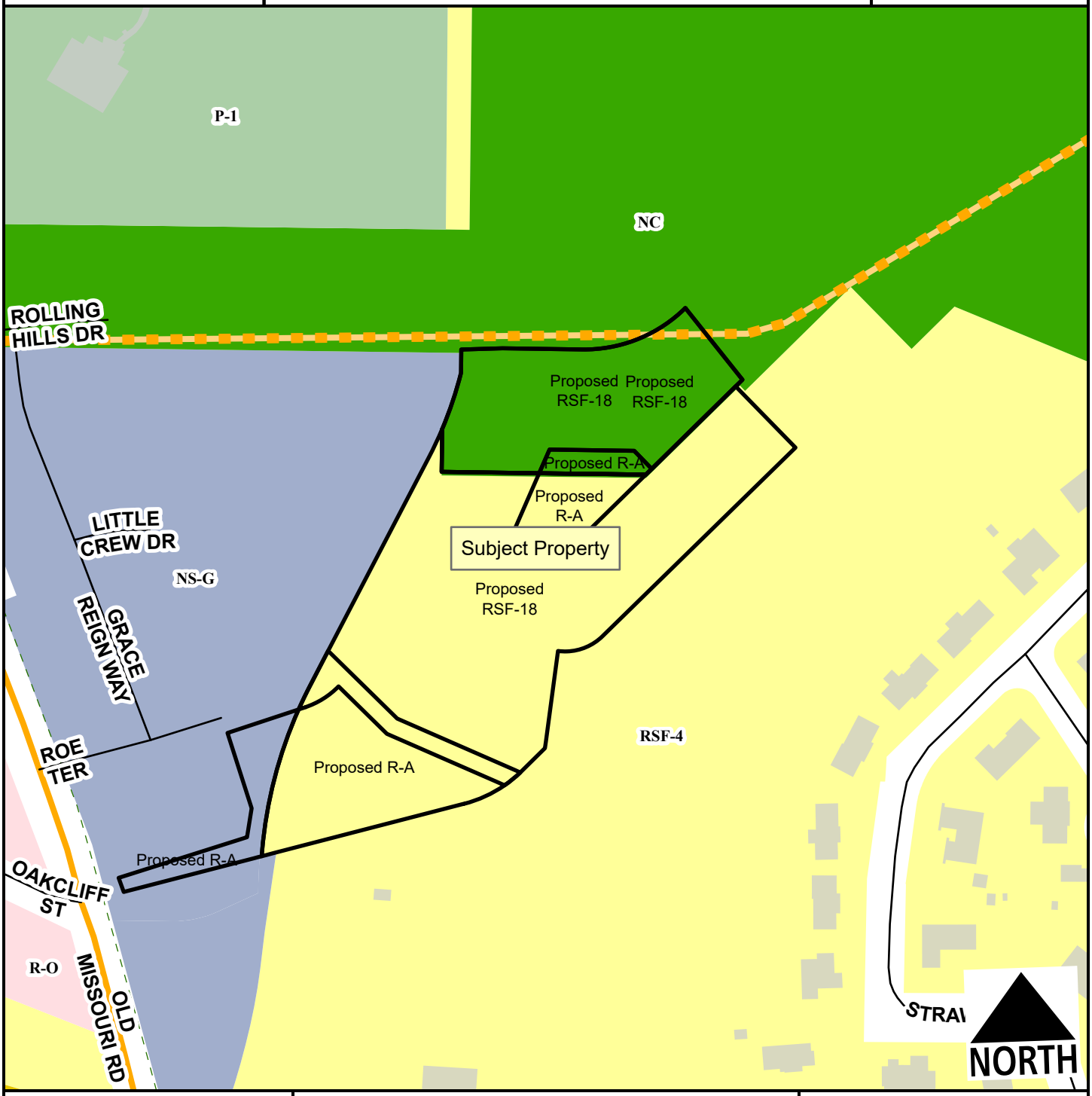
Comments:

RZN-2024-0001

Close Up View

3006 N. OLD MISSOUR RD

RZN-2024-0001
Exhibit 'A'



Neighborhood Link
Residential Link
Planned Neighborhood Link
Trail (Proposed)
Planning Area

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	1.5	0.0
NS-G	0.0	0.0
RSF-18	0.0	4.54
RSF-4	3.6	0.0
R-A	0.0	1.77
Total	**6.31 ac**	

LEGAL DESCRIPTION – NC TO RSF-18 (AREA 1):

A part of the SW 1/4 of the NE1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°39'53"W 239.26 feet, thence N65°30'44"W 202.53 feet, thence S47°30'13"W 83.43 feet, thence N42°29'47"W 120.00 feet, thence S47°30'13"W 201.14 feet, thence N36°34'21"W 10.05 feet to the POINT OF BEGINNING, thence S47°30'13"W 4.89 feet; thence S47°30'13"W 8.40 feet; thence S47°30'13"W 162.55 feet, thence N42°20'07"W 34.94 feet, thence N87°11'51"W 117.09 feet, thence S25°37'52"W 35.62 feet, thence N87°14'50"W 134.94 feet, thence N02°45'10"E 59.37 feet, thence along a non tangent curve to the left 82.00 feet, said curve having a radius of 538.69 feet and a chord bearing and distance of N20°31'18"E 81.92 feet, thence N02°45'10"E 32.12 feet, thence S89°38'55"E 56.78 feet, thence S87°12'57"E 110.36 feet, thence along a curve to the left 157.90 feet, said curve having a radius of 199.53 feet and a chord bearing and distance of N70°06'47"E 153.81 feet, thence S36°34'21"E 126.81 feet to the POINT OF BEGINNING: Containing 1.36 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – NC TO R-A (AREA 2):

A part of the SW1/4 of the NE1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°39'53"W 239.26 feet, thence N65°30'44"W 202.53 feet, thence S47°30'13"W 83.43 feet, thence N42°29'47"W 120.00 feet, thence S47°30'13"W 201.14 feet, thence N36°34'21"W 10.05 feet, thence S47°30'13"W 175.85 feet to the POINT OF BEGINNING; thence S47°30'13"W 11.34 feet, thence N87°14'50"W 147.70 feet, thence N25°37'52"E 35.62 feet, thence S87°11'51"E 117.09 feet, thence S42°20'07"E 34.94 feet to the POINT OF BEGINNING: Containing 0.10 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – RSF-4 to R-A (AREA 3):

A part of the SW1/4 of the NE1/4 of Section 36, T17, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°39'53"W 239.26 feet, thence N65°30'44"W 202.53 feet, thence S47°30'13"W 83.43 feet, thence N42°29'47"W 120.00 feet, thence S47°30'13"W 201.14 feet, thence N36°34'21"W 10.05 feet, thence S47°30'13"W 187.18 feet to the POINT OF BEGINNING, thence S47°39'53"W 160.32 feet, thence N64°22'08"W 75.93 feet, thence N25°37'52"E 91.19 feet, thence S87°14'50"E 147.70 feet to the POINT OF BEGINNING: Containing 0.27 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – RSF-4 TO RSF-18 (AREA 4):

A part of the SW 1/4 of the NE1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°37'43"W 1,042.97 feet, thence N42°29'47"W 142.81 feet, thence S47°30'13"W 111.07 feet to the POINT OF BEGINNING; thence S47°30'13"W 45.96 feet, thence along a curve to the right 1.92 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S47°49'08"W 1.92 feet, thence N64°22'08"W 185.73 feet, thence N43°33'45"W 133.80 feet, thence N29°29'25"E 301.80 feet, thence along a curve to the left 43.32 feet, said curve having a radius of 538.69 feet and a chord bearing and distance of N27°11'11"E 43.31 feet, thence S02°45'10"W 59.37 feet, thence S87°14'50"E 134.94 feet, thence S25°37'52"W 91.19 feet,

thence S64°22'08"E 75.93 feet, thence N47°39'14"E 171.66 feet, thence N47°30'13"E 162.55 feet, thence S42°20'07"E 118.35 feet, thence S47°39'53"W 373.10 feet, thence along a curve to the right 67.13 feet, said curve having a radius of 74.00 feet and a chord bearing and distance of S73°39'12"W 64.85 feet, thence S09°38'32"W 135.68 feet to the POINT OF BEGINNING: Containing 3.18 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – RSF-4 to R-A (AREA 5):

A part of the SW1/4 of the NE1/4 of Section 36, T17, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°37'43"W 1,042.97 feet, thence N42°29'47"W 142.81 feet, thence S47°30'13"W 157.03 feet, thence along a curve to the right 1.92 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S47°49'08"W 1.92 feet to the POINT OF BEGINNING; thence along a curve to the right 89.64 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S62°48'29"W 88.66 feet, thence S77°28'55"W 289.47 feet, thence along a non tangent curve to the right 247.19 feet, said curve having a radius of 608.69 feet and a chord bearing and distance of N17°51'23"E 245.50 feet, thence N29°29'25"E 53.86 feet, thence S43°33'45"E 133.80 feet, thence S64°22'08"E 185.73 feet to the POINT OF BEGINNING: Containing 1.10 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – NS-G TO R-A (AREA 6):

A part of the SW1/4 of the NE1/4 and a part of the SE1/4 of the NW1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°37'43"W 1,042.97 feet, thence N42°29'47"W 142.81 feet, thence S47°30'13"W 157.03 feet, thence along a curve to the right 91.56 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S62°29'34"W 90.52 feet, thence S77°28'55"W 289.47 feet to the POINT OF BEGINNING; thence S77°28'55"W 197.20 feet, thence N17°45'38"W 20.87 feet, thence N74°27'59"E 186.22 feet, thence N11°16'47"E 40.41 feet, thence N15°51'33"W 109.41 feet, thence N73°38'48"E 103.78 feet, thence along a non tangent curve to the left 210.38 feet, said curve having a radius of 608.69 feet and a chord bearing and distance of S16°07'25"W 209.33 feet to the POINT OF BEGINNING: Containing 0.30 acres more or less subject to easements and right of way of record.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Kylee Cole, Planner

MEETING DATE: February 26, 2024 updated w/ meeting results

SUBJECT: **RZN-2024-0001: Rezoning (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254):** Submitted by JORGENSEN & ASSOCIATES for property located at 3006 N. OLD MISSOURI RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL, and NC, NEIGHBORHOOD CONSERVATION and contains approximately 6.31 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE and R-A, RESIDENTIAL - ARGRICULTURAL

RECOMMENDATION:
Staff recommend forwarding **RZN-2024-0001** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0001** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in north Fayetteville, roughly ¼ mile north of the intersection of N. Old Wire Road and N. Old Missouri Road (a Tier 3 Center). The property subject to this request is approximately 6.31 acres of a 36.20-acre site. It is zoned RSF-4, Residential Single-Family, Four Units per Acre, NC, Neighborhood Conservation, and NS-G, Neighborhood Services-General. Areas 3, 4, and 5 received its current zoning in 2003 with the new city-wide zoning map (Ord. 4503, July 2003). Area 6 received its current in July 2017 when it was rezoned from RSF-4 to NS-G (Ord. 5087, July 2017). Areas 1 and 2 received their current zoning in 2018 when it was rezoned from RSF-4 to NC (Ord. 6062, May 2018). At the Planning Commission meeting on April 11, 2022, a conditional use permit (CUP-2022-0004) was approved to allow multi-family on the portion of the property zoned NS-G, Neighborhood Services-General. The project received large scale development approval at the May 9, 2022 Planning Commission meeting (LSD-2022-0012). A concurrent plat for thirty-six residential lots, one commercial lot, two non-buildable lots, and two out lots was approved at the January 8, 2024 Planning Commission meeting. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	NC, Neighborhood Conservation
South	Undeveloped	RSF-4, Residential Single-Family, Four Units per Acre; NS-G, Neighborhood Services - General
East	Undeveloped	NC, Neighborhood Conservation; RSF-4, Residential Single-Family

West	Multi-Family Residential; Church	NS-G, Neighborhood Services General; R-O, Residential Office

Request: The request is to rezone 6.31 acres of the property to R-A, Residential-Agricultural (1.77 acres) and RSF-18, Residential Single-Family, Eighteen Units per Acre (4.54). This request is associated with a proposal for Phase II of the State Station development.

Public Comment: To date, staff has received no public comment on this item.

INFRASTRUCTURE:

Streets: The subject area has no road frontage. Any street improvements will be determined at the time of development proposal.

Water: Public water is not yet available to the subject area. Main extensions would be required and would be evaluated at the time of development review.

Sewer: Sanitary sewer is not yet available to the subject area. Main extensions would be required and would be evaluated at the time of development review.

Drainage: No portion of the property lies within the Hillside-Hilltop Overlay District, or within a FEMA floodplain. Hydric soils are not present on site. The property lies outside the Hilltop-Hillside Overlay District (HHOD), but portions of the site include areas of 15% slope or greater, which may indicate further development restrictions. Any additional improvements, assessments, or requirements for drainage, slope, or other related issues will be determined at 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 east of the subject area. Station 4, located at 3385 N. Plainview Ave., protects this site. The property is located approximately 1.4 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 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:

Current Zoning	Acreage	Min. Canopy	Proposed Zoning	Min. Canopy	Change
NS-G	0.30	20%	R-A	25%	+5%
NC	0.10	20%	R-A	25%	+5%
RSF-4	1.37	25%	R-A	25%	0%
RSF-4	3.18	25%	RSF-18	20%	-5%
NC	1.36	20%	RSF-18	20%	0%

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates an infill score of **4** for this site, with a weighted score of 8. The following elements of the matrix contribute to the score, at varying points:

- 4 Minute Fire Response (Station 4)
- Near Paved Trail (Old Missouri Trail)
- Near Public School (Butterfield Trail Elementary School)
- Near City Park (Gulley Park)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **The proposed R-A zoning in areas 2, 3, 5, and 6 are compatible as the areas are dedicated or planned tree preservation easements. The proposed zoning change in areas 1 and 4 to RSF-18 is compatible with surrounding land use patterns in this area, which includes a mixture of residential and non-residential development of generally low-to-moderate intensity. Despite the greater density allowed under the proposed zoning district, staff finds that the single-family character of RSF-18 will complement the overwhelmingly detached dwelling development pattern of the area. Further bolstering staff's support of the request is the existing NS-G, Neighborhood Services, General, property to the west and the extension of Rolling Hills through the site. Although currently undeveloped, the property zoned NS-G allows low-intensity, non-residential uses along with some attached residential building types. When developed, a logical transition would result from greater densities along Old Missouri Road in the west to the lower-density single-family to the south and east.**

Another consideration is the terrain of the area proposed for rezoning as it relates to surrounding land uses. As noted, the subject property slopes upward significantly from northwest to southeast. This gradient creates a natural transition of elevation just as the zoning transitions from the greater density of the existing NS-G and NC districts and proposed RSF-18 zoning district to the lower densities of the adjacent RSF-4 zoning districts.

Land Use Plan Analysis: **The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the Residential Neighborhood Area designation of the subject property and surrounding area. Along with**

the recently rezoned NS-G and NC land to the west and north, development under the RSF-18 zoning on the subject property will encourage traditional neighborhood development in a compact form that is both complemented by mixed-use development to the west and complimentary of existing, low-density single-family developments to the east.

Among the goals in City Plan 2040, the proposed rezoning represents the potential for appropriate infill development, development in a traditional town form pattern, and a means of discouraging suburban sprawl. Although extensions of infrastructure are likely needed to facilitate development, adjacent City facilities and amenities are already in place and available for access, thereby reducing the strain on City infrastructure and amenities that would result from similar development in a sprawl location. Similarly, the requested RSF-18 zoning district and its associated build-to zone encourage patterns of development that result in realizing the City's goal of making traditional town form the standard. This includes the expectation that buildings be located at the street and on corners, thereby creating an environment appealing to pedestrians.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The applicant has requested the zoning change to allow for development at a greater density than that allowed under the existing RSF-4 and NC zoning districts. The proposed RSF-18 zoning will encourage appropriate density and a transition from higher density development along N. Old Missouri Rd. to lower density development to the east.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The RSF-18 zoning district allows a residential density that is greater than that allowed under the current NC and RSF-4 zoning district: 10 units per acre versus 10 and 4, respectively. Given the property's undeveloped state, any development would invariably create the potential for increased traffic in the area. That said, and as previously noted, the property is located with access to Old Missouri Road, and near Rolling Hills Drive and Old Wire Road, all Neighborhood Link streets. With Phase I, E. Rolling Hills Dr. was extended, and a traffic signal was added improving traffic safety at the intersection. While there will be an appreciable increase in traffic with any development, direct access to Old Missouri Road will likely limit the intrusion of through traffic into adjacent neighborhoods.**

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: **Due to the property being currently undeveloped, development under the current zoning or the proposed zoning will result in an increase in the load on public services. That said, this increase has the potential to be greater under RSF-18 than the existing NC and RSF-4 zoning. RSF-18 allows for 18**

units per acre, while NC allows 10 units per acre and RSF-4 allows 4 units per acre. Despite the potential for greater density, the subject property has access to connect to planned infrastructure in Phase I of Stage Station. With Phase I, E. Rolling Hills Dr. was extended and a traffic signal was added, improving traffic safety at the intersection. Additionally, neither the Police nor Fire Departments have expressed objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0001 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **February 26, 2024** ❒ **Tabled** ☒ **Forwarded** w/ recommendation of approval ❒ **Denied**

Motion: Sparkman

Second: Payne

Vote: 5-2-0 (Madden and Garlock voting no)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code:
  - §161.03, R-A, Residential-Agricultural
  - §161.07, RSF-4, Residential Single-Family, 4 Units per Acre
  - §161.10, RSF-18, Residential Single-Family, 18 Units per Acre
  - §161.19, NS-G, Neighborhood Services - General
  - §161.29, NC, Neighborhood Conservation
- Rezoning History Exhibit
- Request Letter
- Applicant Exhibit
- Close Up Map
- One Mile Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	45 feet

Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

161.10 District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre

(A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

Units per acre	Eighteen (18) or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	30 feet
Two (2) family	30 feet

(2) *Lot Area Minimum.*

Townhouses: individual lot	1,250 square feet
Single-family	2,500 square feet
Two-family	2,000 square feet

(E) *Setback Requirements.*

Front	Side	Side-Zero Lot Line*	Rear

A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet on both sides	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	5 feet

* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width for two-family dwellings.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
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 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites

Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.29 - Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit

Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density*. Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Single Family	40 feet
Two Family	80 feet
Three Family	90 feet

(2) *Lot Area Minimum*. 4,000 square feet

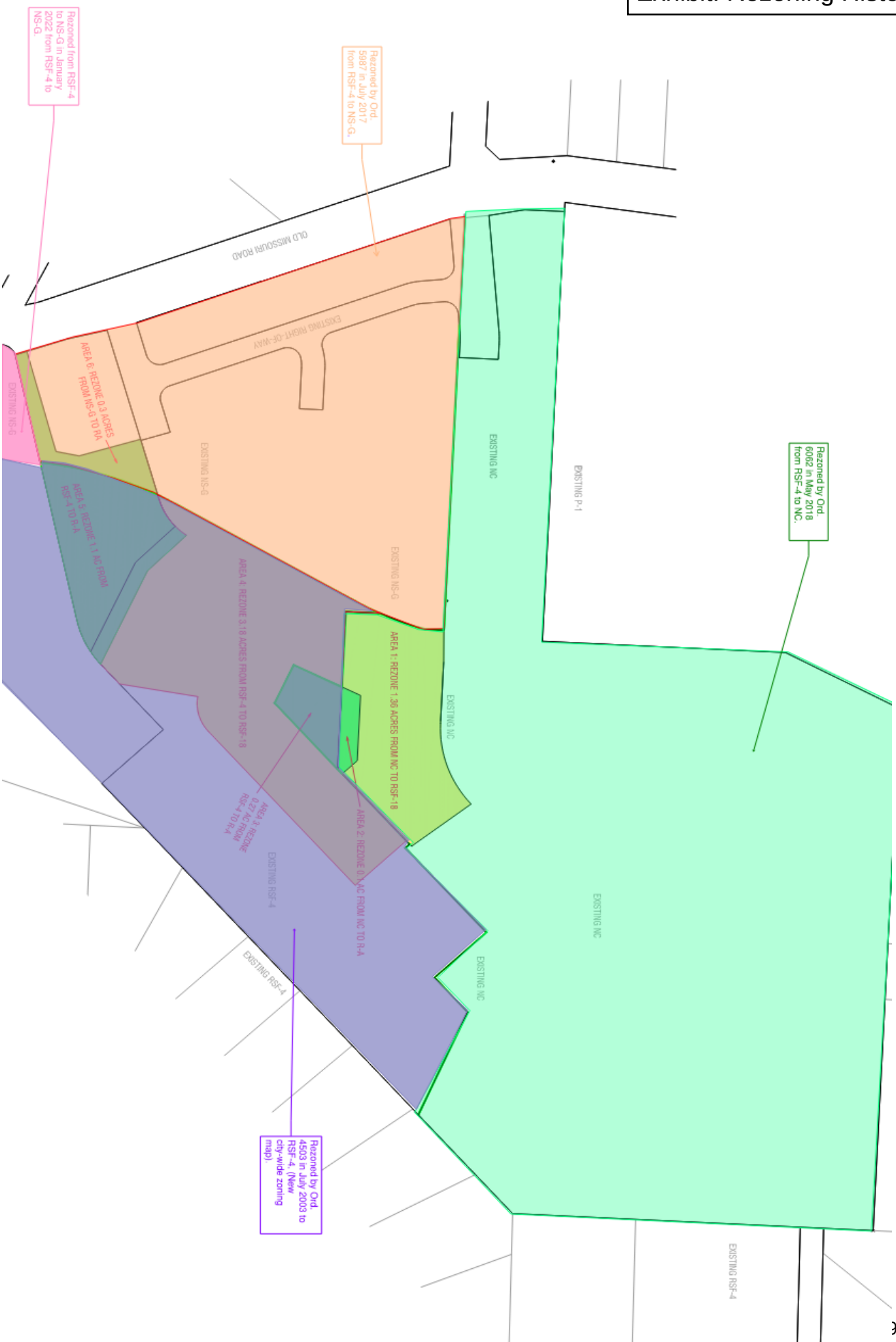
(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	45 feet

Exhibit: Rezoning History



JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

February 6, 2024

City of Fayetteville
Development Services
113 West Mountain Street
Fayetteville, AR 72703

CoF Job # RZN-2024-0001
J+A Job #2021161

Attn: Planning
Re: Stage Station RZN

To whom it may concern;

Please accept this request for a rezoning of a small portion of the new a development known as Stage Station located off of Old Missouri Road and behind the Butterfield Elementary School. Since the inception of this project, the goal has been to provide a variety of housing options for the market. The development team is making good progress on the first phase and as we move into more detailed design work for phase 2, we have found that it would be beneficial to rezone a portion of the existing NC and existing RSF-4 to RSF-18. In addition we are proposing to rezone the platted and planned tree preservation areas to R-A. We feel that this rezoning will have a positive impact to the layout as the development transitions from west to east. The RSF-18 will allow us to create a pocket community just east of the abandoned 36" water main and will create more variety of housing types in this overall planned community.

We look forward to working with the city to make this a successful project.

Sincerely;

Jorgensen + Associates

SHEET NUMBER C1.01	SHEET TITLE REZONING EXHIBIT	CERTIFICATE OF AUTHORIZATION JORGENSEN & ASSOCIATES No. 722 ENGINEER ARKANSAS	DATE: 2.6.24 DRAWN BY: PMM PROJECT #2021161 FILE PATH: Z:\SUBS\2021161\STAGE-SUBD SHEET SIZE: 22" x 34" SCALE: 1" = 100'	REVISIONS	PROJECT TITLE: STAGE STATION PHASE 2 PROJECT LOCATION: FAYETTEVILLE, AR

PROJECT DETAILS

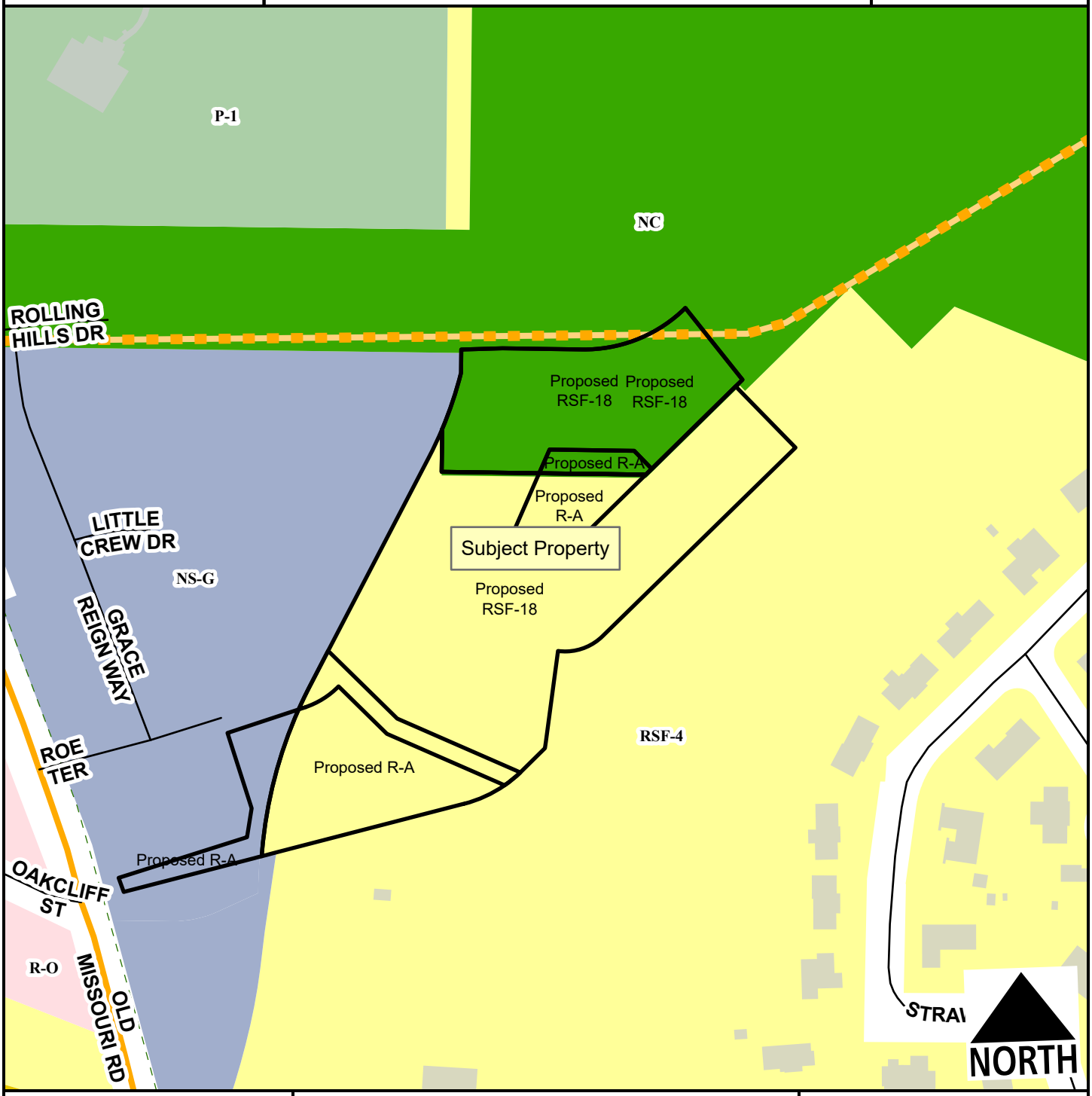
LEGEND

JORGENSEN +ASSOCIATES
124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Civil Engineering + Surveying Established 1985

RZN-2024-0001

Close Up View

3006 N. OLD MISSOURI RD



- Neighborhood Link
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area

Feet

0 75 150 300 450 600

1:2,400

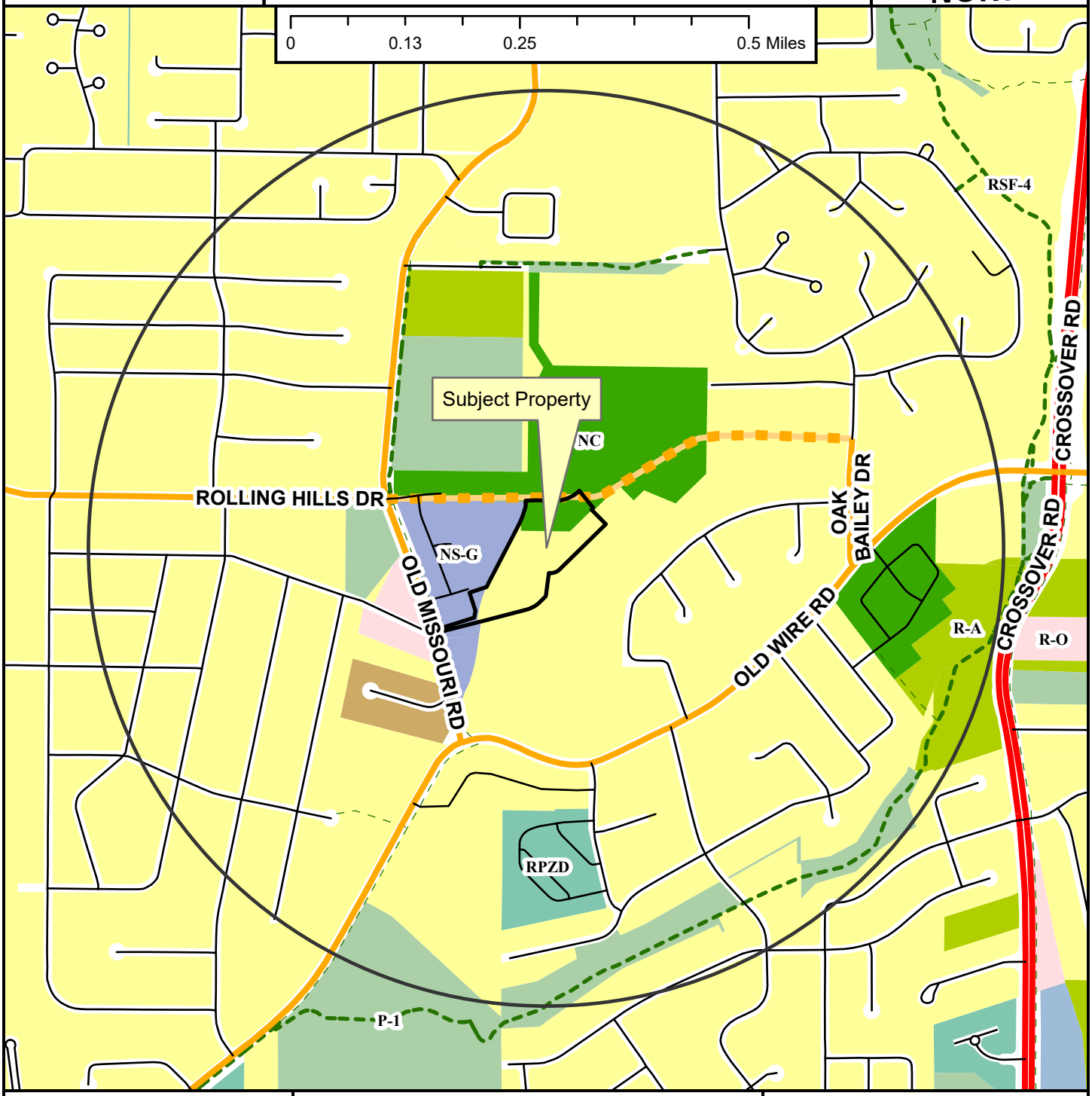
Zone	Current	Proposed
NC	1.5	0.0
NS-G	0.0	0.0
RSF-18	0.0	5.1
RSF-4	3.6	0.0
Total	**5.1 ac**	

RZN-2024-0001

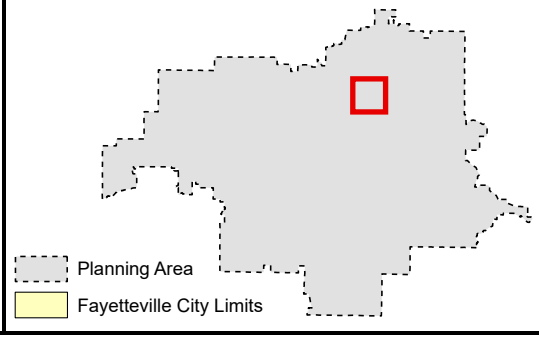
One Mile View

3006 N. OLD MISSOUR RD

NORTH



- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

RZN-2024-0001

Current Land Use

3006 N. OLD MISSOURI RD

NORTH

Neighborhood Link
Residential Link
Planned Neighborhood Link
Trail (Proposed)
Planning Area

Feet

0 112.5 225 450 675 900

1:3,600

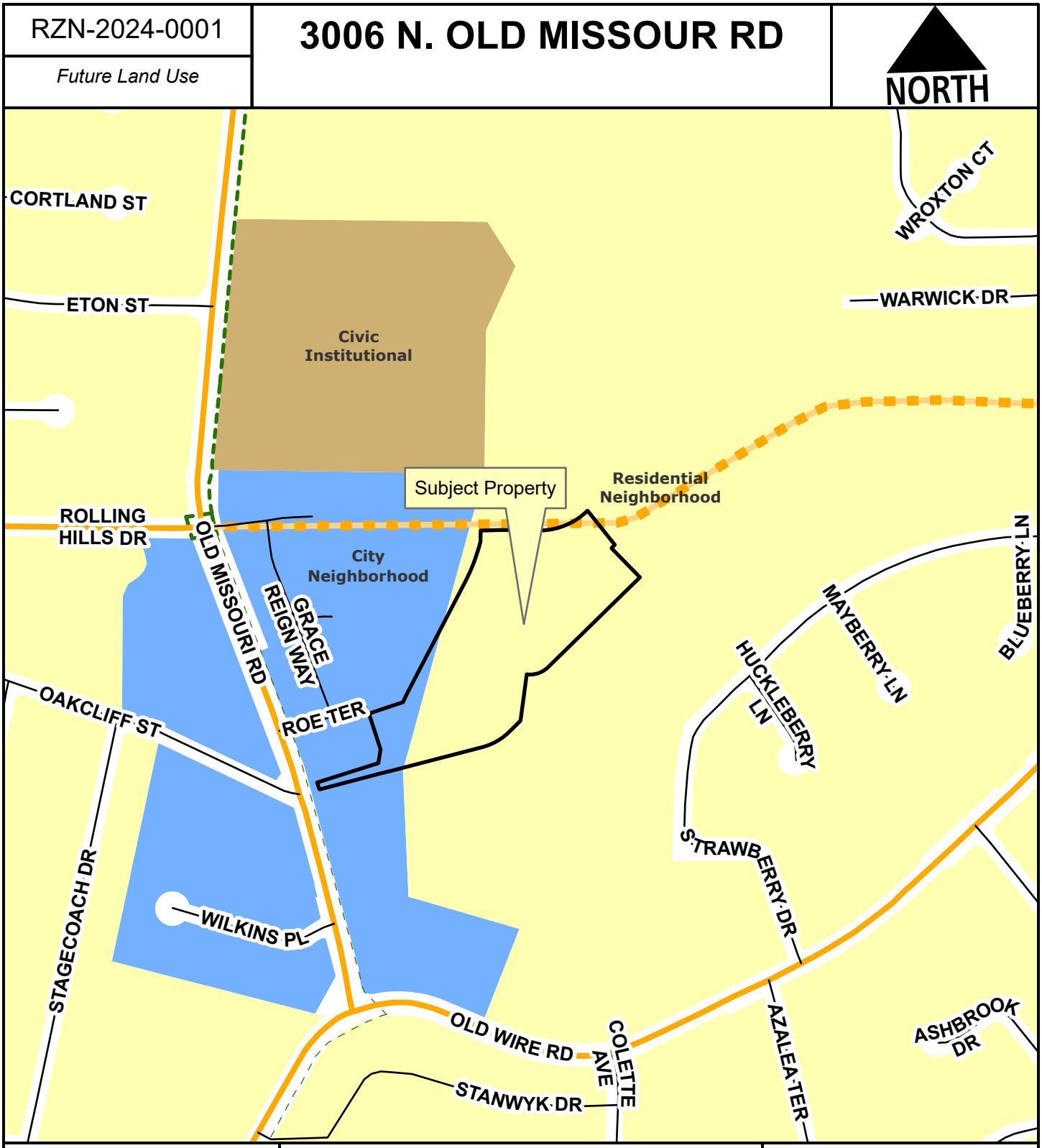
FEMA Flood Hazard Data

100-Year Floodplain
Floodway

RZN-2024-0001

Future Land Use

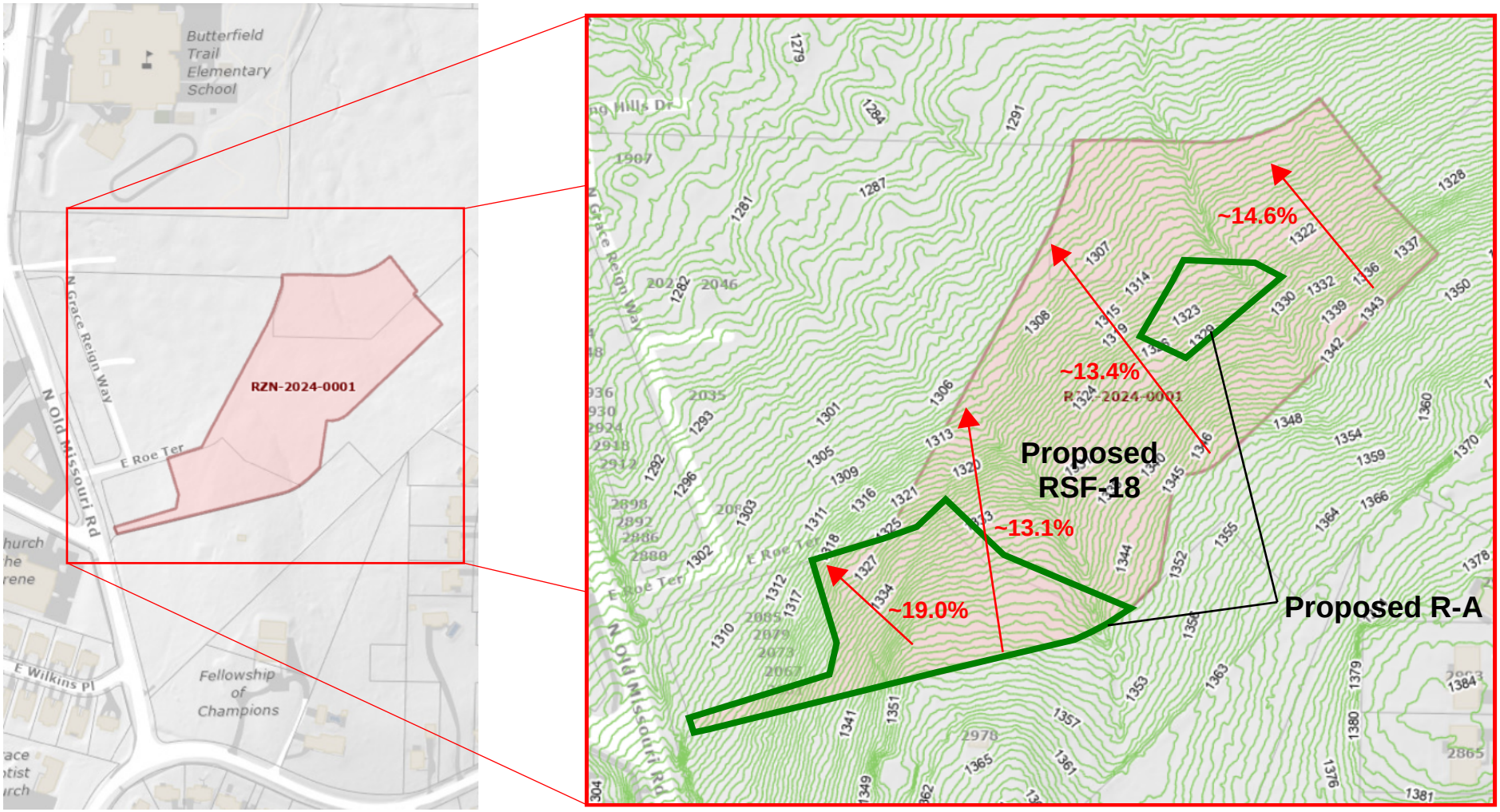
3006 N. OLD MISSOURI RD



3006 N. Old Missouri Rd./Old Missouri Land Development, LLC.

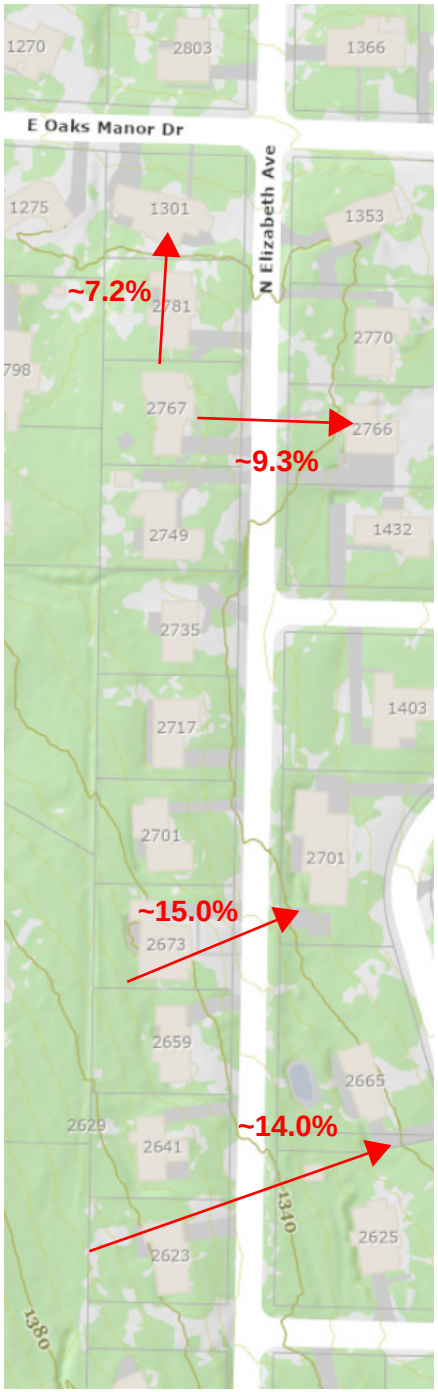
RZN-2024-0001

April 2nd, 2023 City Council

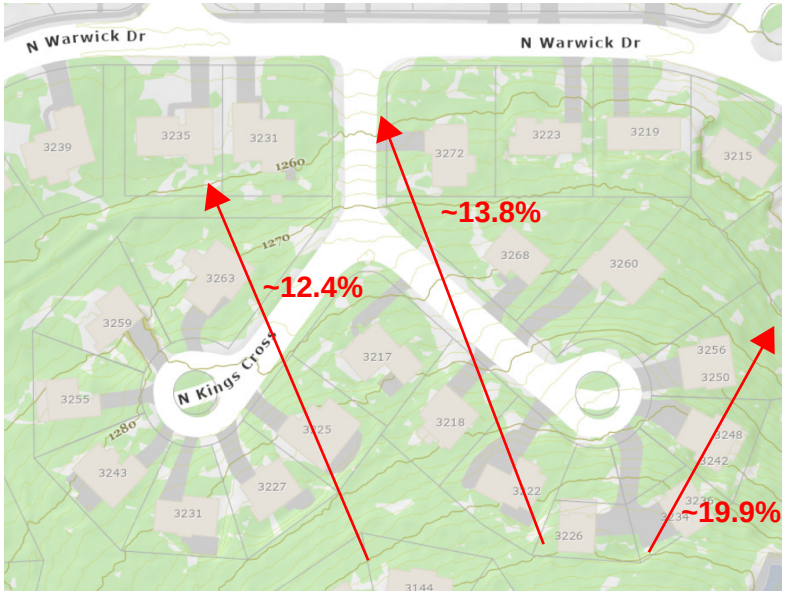


Contour lines shown at 1-foot intervals with approximate boundaries of proposed rezoning

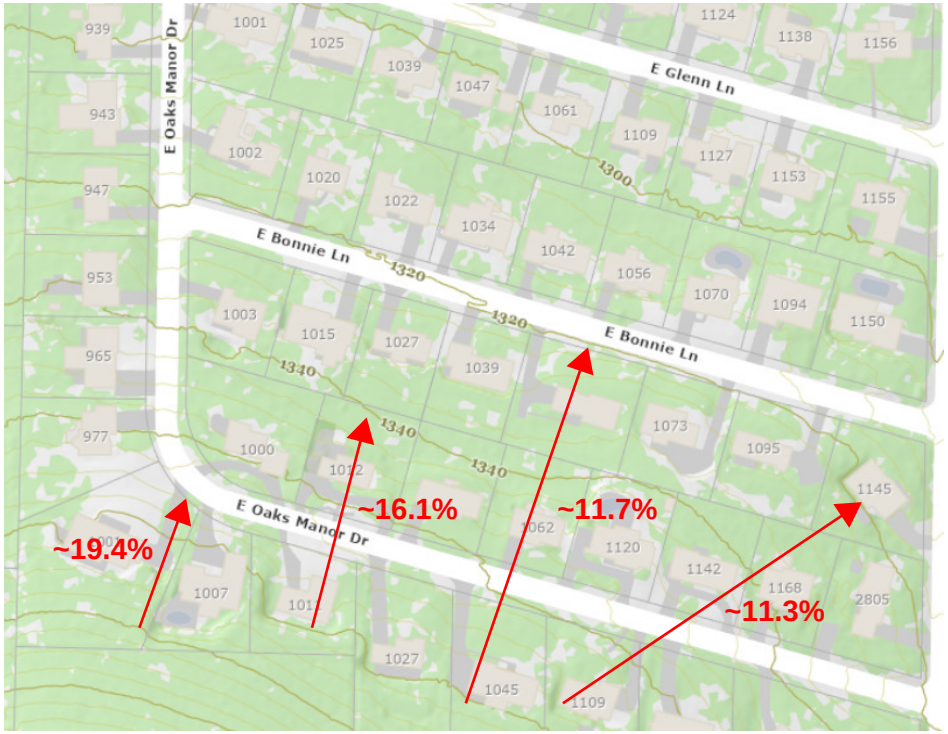
Nearby Developed Areas of Comparable Slope



Southwest of subject property



Northest of subject property



West of subject property

Received By: Blake Pennington 03/29/2024 3:33 PM

Holt Village Planned Zoning District

FEBRUARY 29, 2024

A

Ownership

Landmarc Custom Homes, LLC
1224 S Maetsri Rd, Springdale AR 72762

PREPARED BY FLINTLOCK LTD CO

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B

Project Summary

The proposed +/- 125 residential unit development aims to provide a mix of housing types in a variety of formats structured in a walkable neighborhood format, with a central linear storm park lined by park-facing townhomes. The development will include three parcels (765-13589-000, 765-13593-000, and 765-13593-002) totaling around 16.7 acres. The entire site is shown as City Neighborhood area on the Future Land Use Map with midrange infill score potentials across the site. The property is served by existing adequate water and sewer facilities in Mt Comfort Road to the south, Rupple Road to the west, and W Lonoke to the north and northeast. This proposed development ideally serves the surrounding neighborhood and City goals by sensitively transitioning density from the north to the south through a mixture of unit types offering abundant green space, walkability, and community potential.

Site Location Approximate location as seen aerially from the southwest ; N Rupple Rd and W Mount Comfort Rd seen in foreground

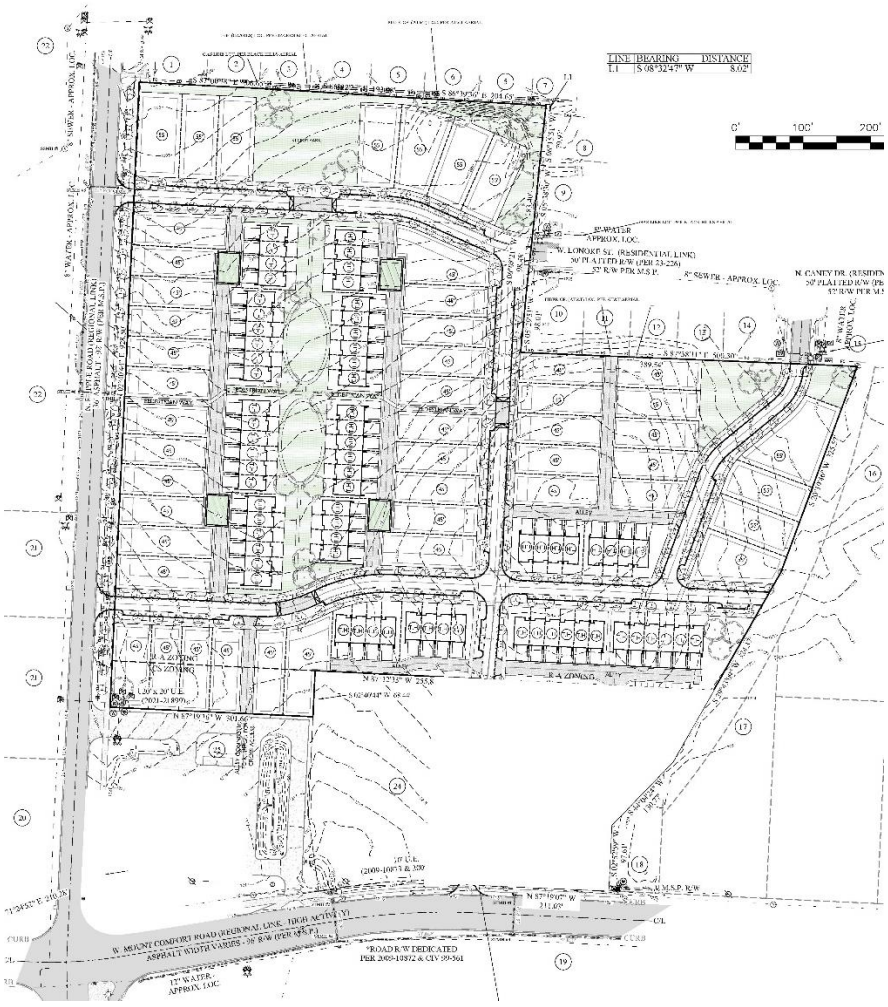
C

General Project Concept

Street and Lot Layout

The project aims to connect N Rupple Road more cohesively into the existing development north of the project site, providing an extension of Lonoke Drive to the west to Rupple Road and south to a new east-west connection. To maximize site efficiency with odd geometries, a large linear storm park provides frontage for an interior set of alley loaded townhouses. This arrangement both faces public roads and existing single family homes with more traditional lower density single family homes while providing appropriate density and variety in housing type and price point. The linear storm park directs water downhill to the north, to the low point of the site, which is preserved as a tree preservation and landscape buffer around the storm park. The resulting large central block is compliant with maximum block sizes but is further bifurcated with a pedestrian path and enhanced crosswalk that provides safe interior block connection through the neighborhood to Holt Middle School across Rupple Road from the project. The main north/south street connection provides a shared commercial access to the CS zoned commercial neighboring property along Mount Comfort, to minimize curb cuts and provide rational and safe access to the existing High Activity Corridor. With its mixture of units types, pedestrian alleys, and common greens, the site design builds community potential and encourages walking and biking both within the neighborhood and to adjacent schools.

Site Plan



Buffer Areas	The proposed development provides a landscape buffer along the northern boundary and residential lots similar in size and setback to the adjacent existing lots. Smaller home lots face Rupple and the commercial development to the south, which transition to townhouses against the parcel to the southeast, which is intended to become a clustered massing of small multifamily along Mount Comfort concurrent with this development.
Tree Preservation Areas	The property's long-term use for intensive agriculture has left little existing tree canopy except at the edges of the property. The site plan's geometry aligns to tree preservation plans to respect these existing fence line trees and the site's natural topography.
Storm Water and Detention Areas	The site contains a large high point roughly in the center. Three stormwater facilities will be provided at the low points at the northwestern property boundary, the northeastern property corner, and adjacent the multifamily and townhouse properties along Mount Comfort. A linear storm park running north / south on the western half of the property directs storm flow through grassed swales as a landscape amenity to slow water flow and remove sediment in planting areas.
Undisturbed Natural Areas	The site is almost entirely previously disturbed by long term agricultural use and use as an airfield for a number of years. Some existing larger trees and more natural areas along the northern property line will be preserved.
Existing and Proposed Utility Connections and Extensions	Existing utilities are well provided and further discussed in Section M: Impacts to City Services

D

Proposed Planning Areas

The proposed Neighborhood Zones would replace existing Residential-Agriculture Zoning on approximately 16.2 acres of the site and Community Services Zoning on approximately ½ an acre of the site at the southwest corner adjacent to Kum and Go. Neighborhood Zone A accounts of approximately 9.9 acres of the site, and Neighborhood Zone B accounts for approximately 6.9 acres of the site.

E

Proposed Zoning Standards

Neighborhood Zone A

(A) *Purpose.*

- Provide an appropriately flexible neighborhood buffer to commercial, institutional, and single family residential uses
- Create a flexible neighborhood pattern with a variety of adaptable building types limited by mass and height rather than use or unit numbers;
- Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

(B) *Intent.* Planning staff shall evaluate the following criteria for suitability of uses in the Neighborhood Zone A:

(1) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;

(2) The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;

(3) Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;

(4) Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;

(5) Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage

(6) Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;

(7) Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

Proposed Zoning Standards

(C) *Uses.*

(1) *Permitted Uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 24	Home occupations

Unit 41	Accessory dwelling units
Unit 44	Cluster housing development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 45	Small scale production
Unit 46	Short-term rentals

(D) *Density.* None.

(E) *Bulk and Area Regulations.*

(1) *Lot Width Minimum. 24 feet*

** Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.*

(2) *Lot Area Minimum.* None.

(F) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(G) *Building Height Maximum. 3 stories*

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

Neighborhood Zone B

(A) *Purpose.*

- Create a flexible neighborhood pattern with a variety of adaptable building types limited by mass and height rather than use or unit numbers;
- Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

(B) *Intent.* Planning staff shall evaluate the following criteria for suitability of uses in the Neighborhood Zone B:

(1) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;

(2) The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;

(3) Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;

(4) Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;

(5) Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage

(6) Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;

(7) Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

Proposed Zoning Standards

(C) *Uses.*

(1) *Permitted Uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 45	Small scale production
Unit 46	Short-term rentals

(D) *Density.* None.

(E) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	24 feet
All other uses	None

** Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.*

(2) *Lot Area Minimum.* None.

(F) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(G) *Building Height Maximum. 3 stories*

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

F

Existing Property Zoning Standards

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
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 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 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage.*50% of the lot width.

Zoning Comparison Chart

	CURRENT		PROPOSED	
	R-A: Residential Agriculture	CS: Community Services	Neighborhood Zone Planning Area A	Neighborhood Zone Planning Area B
PERMITTED USES	1. City-wide uses by right 3. Public protection and utility facilities 6. Agriculture 7. Animal husbandry 8. Single-family dwellings 9. Two-family dwellings 37. Manufactured homes 41. Accessory dwellings 43. Animal boarding and training 46. Short-term rentals	1. City-wide uses by right 4. Cultural and recreational facilities 5. Government facilities 8. Single-family dwellings 9. Two-family dwellings 10. Three (3) and four (4) family dwellings 13. Eating places 15. Neighborhood Shopping goods 24. Home occupations 25. Offices, studios and related services 26. Multi-family dwellings 40. Sidewalk Cafes 41. Accessory dwellings 44. Cluster Housing Development 45. Small scale production 46. Short-term rentals	1. City-wide uses by right 8. Single-family dwellings 9. Two-family dwellings 24. Home occupations 41. Accessory dwelling units 44. Cluster housing development	1. City-wide uses by right 8. Single-family dwellings 9. Two-family dwellings 10. Three (3) and four (4) family dwellings 24. Home occupations 26. Multi-family dwellings 41. Accessory dwelling units 44. Cluster housing development
CONDITIONAL USES	2. City-wide uses by conditional use permit 4. Cultural and recreational facilities 5. Government facilities 20. Commercial recreation, large sites 24. Home occupations 35. Outdoor Music Establishments 36. Wireless communications facilities 42. Clean technologies	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 14. Hotel, motel and amusement services 16. Shopping goods 17. Transportation, trades and services 18. Gasoline service stations and drive-in/drive-through restaurants 19. Commercial recreation, small sites 28. Center for collecting recyclable materials 34. Liquor stores 35. Outdoor music establishments 36. Wireless communication facilities* 42. Clean technologies	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 4. Cultural and recreational facilities 5. Government facilities 10. Thre (3) and four (4) family dwellings 12a. Limited business 13. Eating places 16. Shopping goods 19. Commercial recreation, small sites 25. Offices, studios and related services 26. Multi-family dwellings 45. Small scale production 46. Short-term rentals	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 4. Cultural and recreational facilities 5. Government facilities 12a. Limited business 13. Eating places 16. Shopping goods 19. Commercial recreation, small sites 25. Offices, studios and related services 45. Small scale production 46. Short-term rentals
DENSITY	One-half (1/2)	None	None	None
LOT WIDTH MIN. (FT)	200	18 (Residential) None (all others)	24 (Single-family) * Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.	24 (Single-family) None (all others) * Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles
LOT AREA MIN. (SF)	2 acres	None	None	None
FRONT SETBACK (FT)	35	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.	A build-to zone that is located between the front property line and a line 25 feet from the front property line.	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
SIDE SETBACK (FT)	20	None	5	None
REAR SETBACK (FT)	35	None 15 (when continguous to a single-family residential district)	5 12 (from center line of an alley)	5 12 (from center line of an alley)
BUILDING HEIGHT	There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.	5 Stories	3 Stories	3 Stories
MAX. BUILDING AREA (%)	None	50% of lot width	50% of lot width	50% of lot width

G

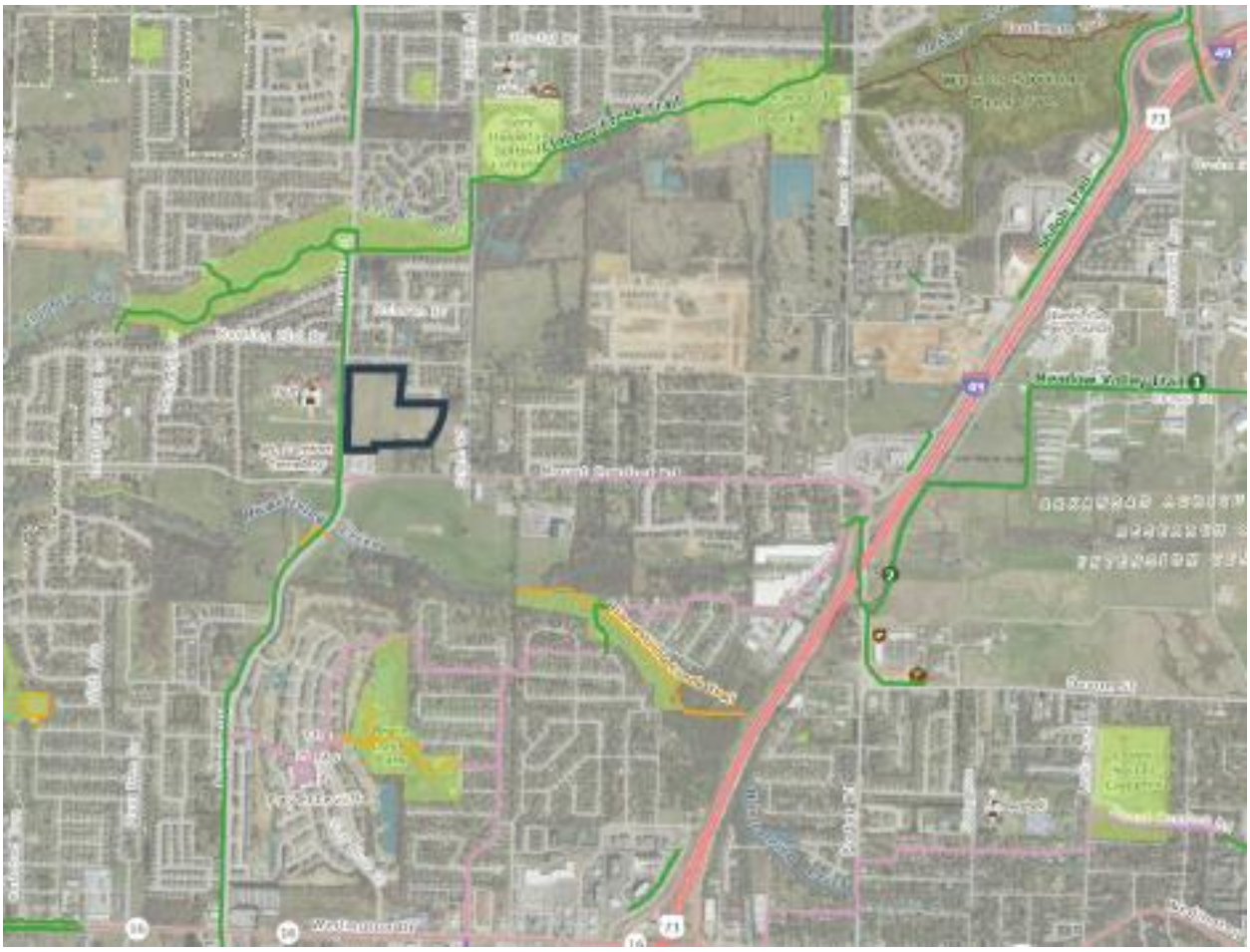
Analysis of Site Characteristics

The existing site contains a gentle high point roughly in the center, falling gradually away to Clabber Creek to the north and Hamestring Creek to the south. The property is relatively level for Fayetteville and has been cleared and intensively farmed since at least the middle of the last century based on aerial photos. The site does not include hydric soils, historic wet prairie, or other sensitive ecologies. It is also outside the floodway of both adjacent creeks.

H

Recreational Facilities

The proposed development includes a large linear park for passive recreation and is walkable to the extensive Clabber Creek park and the future Underwood Park facilities. The site is located along the Clabber Creek trail connection to Mount Comfort. It is also walkable to both Holt Middle School (directly across the street) and Holcomb Elementary School ½ a mile to the north.



I

Reasons a Zoning Change is Required

The current zoning of Residential - Agriculture that governs most of the site (+/- 16.6 acres out of +/- 18.4 total acres) is not suitable to fulfill the City's needs for housing its rapidly increasing population or its goals for this specific area as a Tier 2 and Tier 3 center on Fayetteville's Growth Concept Map. Additionally, the walkable and mixed unit development proposed here is the kind of development described in the City Plan 2040 that creates livable communities that require less investment in infrastructure by the City. Refer to Sections J and K following this section for more discussion of these elements.

J

Relation to Existing and Surrounding Properties

The surrounding properties are a mix of single family residential to the north, commercial uses along the arterial Mount Comfort corridor, and institutional uses to the west with Holt Middle School and Mount Comfort Presbyterian Church. The proposed neighborhood lines the single-family adjacencies with traditional residential lots. Smaller home lots face the institutional uses to the west, while a small cluster of multifamily masses are located along Mount Comfort. The mixed unit type neighborhood provides a natural variety of housing product and price points with intensity stepped down from existing single family home lots to multifamily along Mount Comfort. Refer to Section K following this section for discussion of how this transition of density and use is ideally appropriate for both realizing City planning goals and providing services to the surrounding community.

K

Project Compliance with Fayetteville Comprehensive Land Use Plan + City Plan 2040

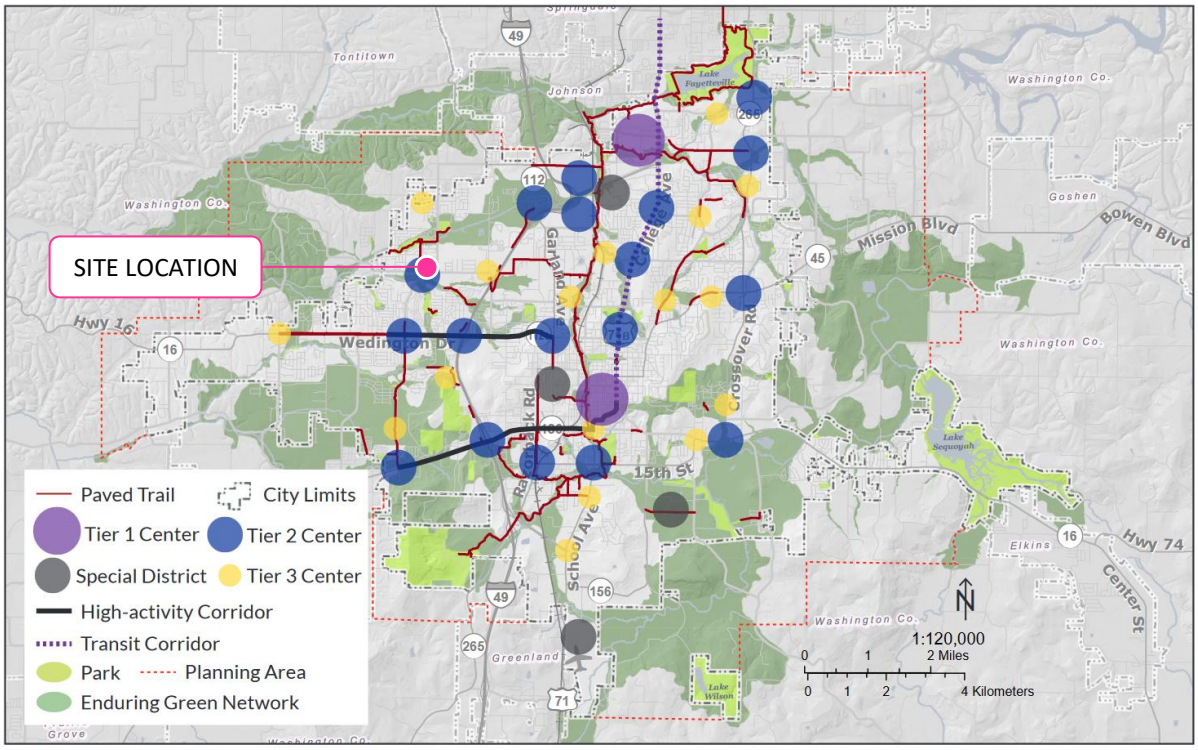


Figure 2.0 - Growth Concept Map

The project site is part of both a planned Tier 2 Center at Mount Comfort and Rupple and a planned Tier 3 Center at Mount Comfort and Salem Road.

The project site is on the outside shoulder of a Tier Two center, a smaller scale urban with fewer services, residents, and jobs than Tier One Centers. Tier Two Centers largely exist to provide services and employment to residents within two to three miles. They are characterized by housing that ranges from one- to three- story detached dwellings, duplexes, row houses, and mid-rise apartments. Commercial uses will be mixed-use and office buildings. The adjacencies of Holt Middle School directly to the west and low density single-family to the north make commercial services and multifamily more jarring along the western edge of the site and render the moderate density residential use proposed here ideal.

Tier Three Centers are intended to serve the immediately surrounding residential areas and will cater to the specific needs of a small market. As a result, no two will be the same. Some may be characterized by one or two commercial and/or multi-family buildings located on a single intersection while others develop into a mixed-use core extending over multiple blocks and serving a broad mix of housing. The nodal nature of Tier Three Centers are important for providing a unique sense of place to a neighborhood. Tier Three Centers shown on The Growth Concept Map are not intended to be inclusive of all non-residential services that may be identified at a neighborhood-scale analysis. Neighborhood-scale and micro-retail locations are embedded within the general land use policies discussed throughout City Plan, not on the Growth Concept Map. The project site is also located with frontage on a High Activity Corridor along Mount Comfort.

The proposed development is wholly in line with the City Plan 2040's primary goals of compact, complete, and connected growth which is intentional, sustainable, and mixed use. Transit ready and commercial supportive densities are provided, and housing is centered on low impact development stormwater features.

Figure 3.4 - Rural

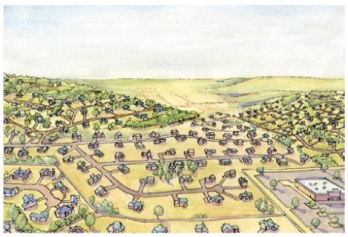


Figure 3.5 - Suburban Sprawl

Figure 3.6 - Traditional Development

Goal 3 Objectives

3.3.1 *Require new growth that results in neighborhoods, districts and corridors that are:*

- **Compact** – via denser housing; meaningful open spaces and preserves; small blocks
- **Complete** – via housing; mixed uses; civic uses; jobs-housing mix in the neighborhoods
- **Connected** – via street-oriented buildings; interconnected streets; interconnected greenways and trails

3.3.2 *Prepare a transit-worthy community: increase density in highly walkable areas along logical future transit routes, and anticipate rail, street cars and other alternative transit modes.*

The 71B College Avenue Corridor Plan provides a framework for incrementally re-developing this major thoroughfare into a series of inter-connected and livable mixed-use districts. The City can provide redevelopment catalyst by making capital investments in increased street, sidewalk and trail connectivity.

3.3.3 *Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space.*

The Razorback Regional Greenway illustrates the ability of the City to leverage capital investments in trail infrastructure to drive economic development. The City created the Fayetteville Alternative Transportation and Trail Plan in 2003 and began building the Scull Creek Trail with $2.1 million in funding provided by a bond issue passage. Additional yearly Capital Improvement Project funding of $1.3 million annually was used to build-out the remainder of the trail. The economic development catalyst that the trail provided is evidenced by the residential and commercial development occurring in nodes along the trail spine in south Fayetteville, throughout downtown/Dickson Street, in mid-town around Poplar Street, and throughout the uptown district along Mud Creek.

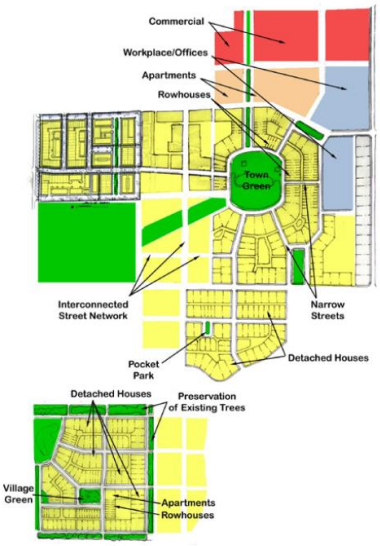


Figure 3.10 - Example Development Layout

Figure 3.11 - Example Development Layout

The Proposed development's location within a City Neighborhood Area (rather than the less intensive Residential Neighborhood Area) reflects the increased density and emphasis on walkability that is required to support the Tier Center and Transit Readiness Goals of the City. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

City Neighborhood Areas encourage complete, compact and connected neighborhoods and are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial development and their potential for future redevelopment in a more efficient urban layout. The guiding policies for City Neighborhood Areas are:

- Protect adjoining properties from the potential adverse impacts associated with non- residential uses adjacent to, and within, residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, and drainage.
- Provide non-residential uses that are accessible for the convenience of individuals living in residential districts and where compatibility with existing development patterns is desired.
- Reduce the length and number of vehicle trips generated by residential development by enhancing the accessibility to these areas. Walkability should be integral to the design of the street and neighborhood shopping should be within a reasonable walking distance from residential uses.

- Encourage developers to designate and plan for mixed-use corners at the time of approval to properly plan for accessibility to these areas.
- Encourage pedestrian-friendly mixed-use buildings with transparent glass for commercial uses at street level and building entrances that address and connect to the street and sidewalk.
- Encourage a block and street layout that promotes walkable, bicycle friendly street designs with slow design speeds
- Encourage mixed-use development that is sensitive to surrounding residential uses and allows for day and night utilization of available parking.
- Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.
- Encourage properties to redevelop in an urban form utilizing form-based zoning designations.
- Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.
- Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.
- Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.
- Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.

Additionally, this proposed development aligns with the City's 2013 Wedington Corridor Plan by providing missing middle housing types, offering better pedestrian crossings within the neighborhood, enhancing walkability, providing infill housing and infill neighborhood services, and creating accessible open spaces.

L

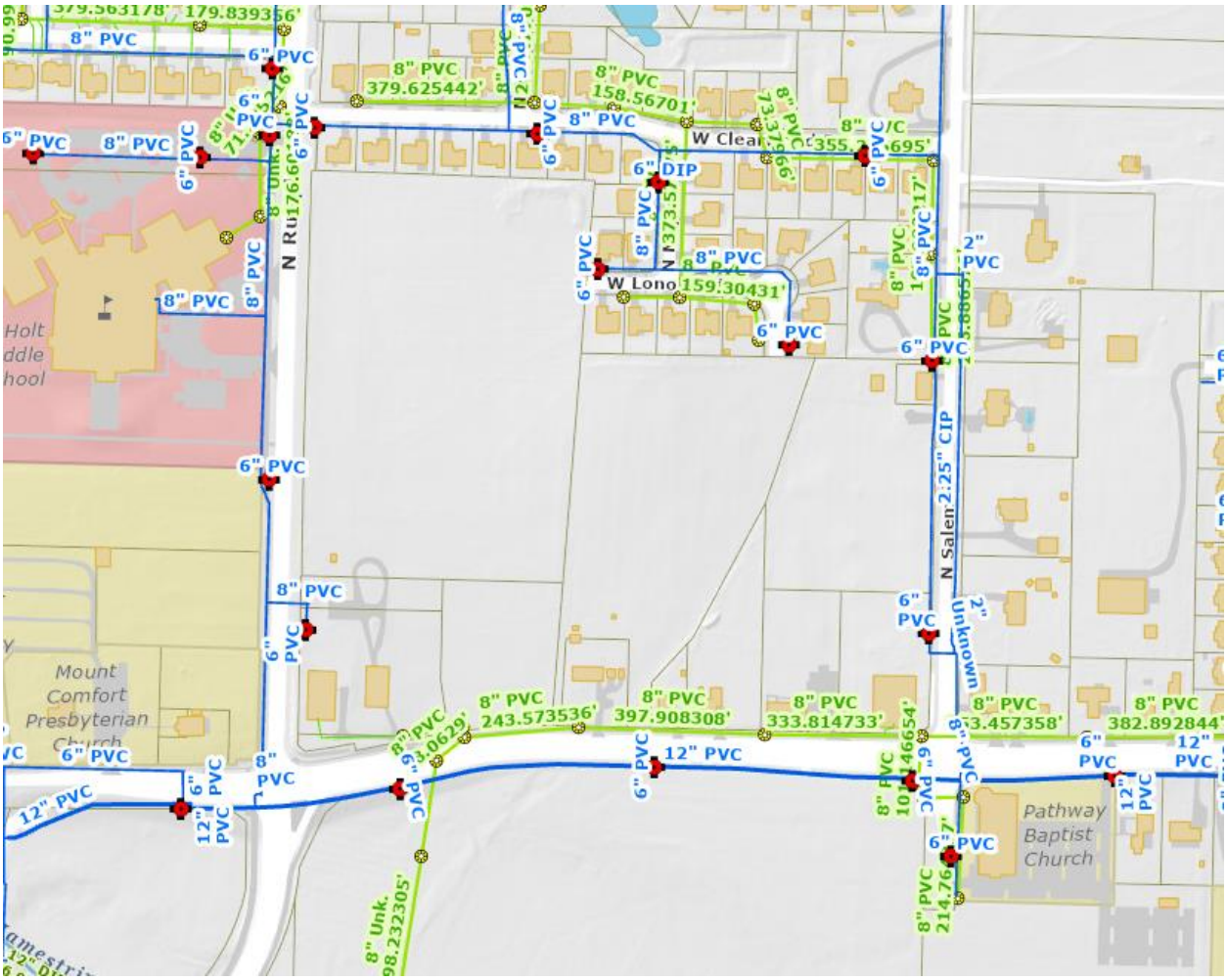
Traffic Study

A traffic study has not been deemed necessary at this time. Off Site Improvements will be determined at the time of development review.

M

Impacts on City Services

The development in question would add public water, sewer and street improvements to the city as well as add to the sidewalk connectivity to the city's network. The project would also require trash service, fire department services, and police services. A local engineering firm, Bates and Associates, states that the city cannot provide a letter guaranteeing any project service until that project has been approved, but it is their opinion that the public sewer and water infrastructure has more than enough capacity to feed this proposed PZD. This is primarily because of the major upgrades in the sewer and water system in the area within the last decade, this area not being dense, and being close to town. Thus, it is reasonable to assume that there are no indicators of capacity issues. Existing utility connections are shown below.



N

Development Standards, Conditions, and Review Guidelines

Screening and Landscaping, Traffic and Circulation, Parking Standards, Perimeter Treatment, Sidewalks, Streetlights, Water, Sewer, Streets and Drainage, Construction of Non-Residential Facilities, Tree Preservation, Architectural Design Standards, Proposed Signage, and View Protection will follow City of Fayetteville Unified Development Code Standards, except as differentiated below.

Proposed Architectural Design Standards

Building Elevations will be submitted at the time of development and will meet the following requirements.

(A) *Purpose.* The intent of this ordinance is to encourage timeless architectural form through the use of quality design and materials. The goal of the code is to promote functional architecture that creates attractive and usable space.

(B) *Applicability.* The Architectural Design Standards are applicable in the following instances:

(1) If a conflict occurs between different standards, these standards shall supersede the City's Nonresidential Design Standards; Office, and Mixed Use Design and Development Standards in the Downtown Design Overlay District and College Avenue Overlay District.

(2) All new construction, additions or renovations shall comply with these standards regardless of whether the improvements require a permit; ordinary repairs and maintenance are not subject to these standards. Specifically, only the new construction or portions of the building that are being renovated shall comply with these standards.

(3) Building designs that strictly comply with these standards are to be considered approved for matters of aesthetics and shall not require further discretionary review for architectural character or appearance.

(4) Building designs that do not comply with these standards may be permitted by a variance after review and approval by the Planning Commission.

(5) Building designs that are denied or approved by the Planning Commission may be appealed to the City Council.

(D) *Porches and Stoops.* If a building has a porch or stoop then it shall comply with the following regulations:

(1) *Front Porches.*

(a) *Standard.*

(i) *Depth.* 6 feet minimum from the principal façade to the inside of the column face.

(ii) *Length.* 25 to 100% of the principal facade. Front porches may be multi-story and are required to be open or screened and non-air conditioned.

(b) *Right-of-Way Encroachment.* Front porches may occur forward of the principal façade. Porches shall not extend into the right-of-way. Front porches and stoops shall not be built within 18 inches of the side property line on attached unit types.

(2) *Stoops.*

(a) *Standard.* Stoops may be covered or un-covered and stairs may run to the front or to the side.

(i) *Depth.* 4 feet minimum from the principal façade to the inside of the column face for stoops with a covered landing.

(ii) *Height.* 96 inches maximum.

(iii) *Length.* Maximum 12-foot width for each individual building entrance or group of connected entrances. The pedestrian connection from the stoop to the public sidewalk shall be allowed to run from the door along the facade of the building, parallel to the street, for a maximum of 12 feet from the door, before connecting directly to the public sidewalk.

(b) *Right-of-Way Encroachment.* Stoops may occur forward of the principal façade and may extend into the right-of-way in accordance with the building code adopted by the City of Fayetteville.

(c) *Placement.* Sidewalks shall have a minimum 5 feet clear access for pedestrian movements. Stoops shall not be built within 18 inches of the side property line on attached unit types.

(3) *Projected Bay.*

(a) *Standard.* Bays shall consist of habitable space.

(i) *Depth.* 4 feet maximum from the principal facade.

(ii) *Second Story Height.* Bays above the first or ground floor shall have a minimum of 10 feet clear to the underside of the horizontal floor. Supports or appendages shall not extend below 7 feet clear.

(iii) *Length.* 50% maximum of the principal façade length.

(b) *Second Story Right-of-Way Encroachment.* Bays above the first or ground floor may encroach within the right-of-way, in accordance with the Building Code adopted by the City of Fayetteville.

(c) *Placement.* Projected bays shall not interfere with street trees, street lights, street signs or other such civic infrastructure.

(E) *Exterior Architectural Elements.* The lists of permitted materials and configurations have been selected for their durability, sustainability and responsiveness to climate. The primary goal of the Architectural Elements is authenticity; the elements encourage construction that is straightforward and functional and draws its ornament and variety from the assembly of genuine materials. Items not listed in the Architectural Elements may be approved upon review by the Planning Commission.

(1) *Rear Yards Only.* The following shall only be located in the rear yard unless screened in a side yard by a durable and attractive screen or fence enclosure:

(a) Trash dumpsters.

(b) Trash and recycling carts and bins.

(2) *Exterior Prohibited Materials.* The following shall be prohibited:

(a) *Undersized Shutters.* Shutters shall be sized so as to equal the width required to cover the window opening.

(b) *Shutters made of plastic*.

(c) *Glass with reflective coatings other than clear glass with Low-E coatings.* (See opacity and façade section).

(d) *Plastic or PVC roof tiles*.

(e) *Aluminum siding.*

(f) *Vinyl siding.*

(g) *Wood fiber board*.

(h) *Unfinished pressure-treated wood.*

(i) *EIFS* (Exterior Insulation Finish System) located on the first or ground floor.

(3) *Columns, Arches, Pedestals, Railings and Balustrades.*

(a) *Permitted Configurations*.

(i) Square columns shall have a minimum width of 6 inches with or without capitals and bases.

(ii) Round columns shall have a minimum 6-inch outer diameter with or without capitals and bases.

(iii) Pedestals shall have a minimum width of 8 inches.

(b) *Permitted Materials*.

(i) *Columns and Pedestals.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.

(ii) *Arches and Lintels.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.

(iii) *Railings and Balusters.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, concrete masonry units with stucco, stone, structural steel, cast iron, wrought iron, and glass.

(4) *Windows, Skylights, and Doors.*

(a) *General Requirements.*

(i) Visible sills on the exterior of the building are required for all windows.

(ii) Windows shall have trim on the sides and top when the exterior of the building is fiber cement siding. Window trim shall have a minimum dimension of 0.75 inches × 3.5 inches (a normal 1×4).

(iii) A minimum of 10% of the window area per floor shall be operable with the exception of the first or ground floor.

(b) *Permitted Configurations*.

(i) All window configurations are allowed.

(c) *Permitted Finish Materials*

(i) *Windows.* Windows may be made of wood, aluminum, copper, steel, clad wood, thermally broken vinyl or aluminum. No false grids are permitted except for where mullions and muntins are permanently adhered to both the interior and exterior of a pane of thermally broken glass separated by a spacer aligned with the mullions or muntins in between panes of thermally broken glass. (Commonly referred to as simulated divided light windows).

(ii) *Doors.* Doors may be made of wood, glass, fiberglass or metal. (I.e. steel, aluminum, copper, bronze, etc.)

(iii) *Sills.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.

(5) *Roofs and Gutters.*

(a) *General Requirements.*

(i) Roofs may be gabled, hipped, mansard, shed, gambrel, barrel-vaulted, or domed.

(ii) Applied mansard roofs are not permitted.

(iii) Low sloped roofs (less than 1 in 12 pitch) shall have light colored finish materials.

(b) *Permitted Configurations*.

(i) Gutters may be rectangular, square, half-round, or Ogee sections.

(c) *Permitted Finish Materials*

(i) *Metal Roofs.* Metal roofs may be made of galvanized steel, aluminum-zinc coated steel, copper, aluminum, zinc-alum, lead coated copper, terne, or powder coated steel.

(ii) *Shingles.* Shingles shall be made of asphalt, metal, concrete, terra-cotta, slate, or cedar shingles or shakes.

(iii) *Gutters and Downspouts.* Gutters and downspouts shall be made of copper, aluminum, galvanized steel, aluminum-zinc coated steel, lead coated copper, terne, or powder coated steel.

(6) *Garden Walls, Fences and Hedges.*

(a) *General Requirements.*

(i) Fences, garden walls, or hedges are permitted along side yards, rear yards, and all property lines which abut public streets or alleys.

(ii) Fences in the front yard shall be not be 100% opaque and shall provide visible separation between the fence slats. Fences in a rear or side yard, at least 6 feet behind the principal façade of the primary structure, may be at a maximum 100% opaque.

(b) *Height*.

(i) Front yard (in front of the primary structure) maximum height of 42 inches.

(ii) Fences located in the rear and side yards (behind the principal façade of the primary structure) shall have a minimum height of 36 inches and a maximum height of 8 feet.

(c) *Permitted Configurations.*

(i) *Wood Fences.* Vertical picket fences or horizontal slat fences with corner posts, and split rail fences; privacy fences are permitted in the rear and side yard only, behind the principal façade of the primary structure.

(ii) *Metal Fence.* Fence shall be comprised of primarily vertical pickets with a minimum ⅝-inch diameter, and 4-inch maximum clear space between the pickets.

(iii) *Brick and Stone*.

(d) *Permitted Finish Materials*

(i) Wood.

(ii) Wrought iron, steel and cast iron.

(iii) Brick and stone.

(iv) Concrete masonry units with or without stucco so long as the primary structure corresponds.

(v) Reinforced concrete with or without stucco as long as the primary structure corresponds.

(7) *Opacity and Facades.*

(a) *General Requirements.*

(i) Each floor of any principal building façade above the first floor facing a park, square or street shall contain windows covering from 15% to 60% of the principal façade area.

(ii) The permitted percentage of glass may be increased to 80% for any two floors above the fourth floor provided that there is a minimum stepback of 15 feet from the principal façade.

(iii) A minimum of 10% of the window area per floor shall be operable with the exception of the first or ground floor.

(iv) All glass shall have a Low-E coating.

(v) Glass used above the first or ground floor shall have a visible transmittance rating of 0.4 or higher.

(b) *First or Ground Floor Requirements of Any Principal Façade*.

(i) Glass on the first or ground floor shall have a visible transmittance rating of 0.6 or higher.

(ii) Commercial space and storefronts shall have a minimum of 75% glass on the first or ground floor.

(iii) Office, institutional, and other non-residential space shall have a minimum of 50% glass on the first or ground floor.

(iv) Multi-family residential space shall have a minimum of 40% glass on the first or ground floor.

(v) Single family and two (2) family residential space shall have a minimum of 5% glass on the first or ground floor.

(vi) The measurement for glass percentage on the first or ground floor shall be calculated at the pedestrian level between 2—12 feet above the sidewalk. For a building façade located outside of a build-to zone the measurement for glass percentage on the first or ground floor shall be at the pedestrian level between 2 and 12 feet above the finished floor elevation (FFE).

(vii) Doors or entrances for pedestrian access shall be provided at intervals no greater than 50 ft. apart along the principal façade.

Proposed Landscape Standards

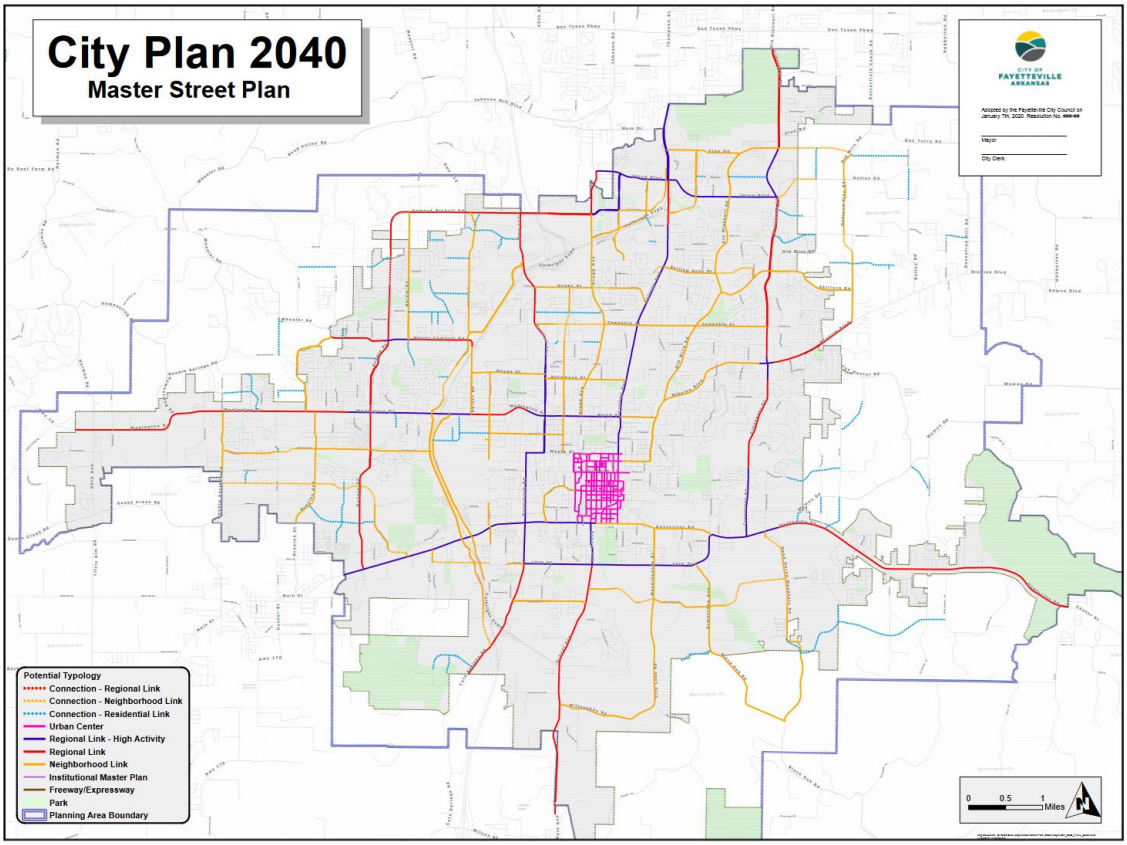
The project will comply with the standard Landscape Standards of the City of Fayetteville.

O

Planned Zoning District Intent Fulfillment

Flexibility	While this project's design and philosophy is wholly in line with the City of Fayetteville's City Plan 2040 goals, the project requires the flexibility of a Planned Zoning District to achieve two elements: townhouses in sets of more than 4 contiguous units and alley-loaded units facing a park rather than a street right of way. In all other ways, the project could be developed under typical existing form-based zones. The flexibility of a PZD provides the project with the opportunity to provide more traditional townhouse blocks of 5 and 6 contiguous units and platted fee simple lots facing green space. This arrangement allows for density more in line with the city's goals, demographic and housing cost needs of citizens, and provides the opportunity for additional common natural space. Units with front porches that face directly onto a park allow young children to safely play together in park space right outside the front door, without the danger of crossing the street, and within the safe view of parents sitting on front porches and stoops. The public "right of way" as park maintains all the pedestrian connectivity and social connection of a neighborhood street, but replaces the large space typically dedicated to cars in the right of way to playing children and low impact development stormwater storage.
Compatibility	The surrounding properties are a mix of single family residential to the north, commercial uses along the arterial Mount Comfort corridor, and institutional uses to the west with Holt Middle School and Mount Comfort Presbyterian Church. The proposed neighborhood lines the single-family adjacencies with traditional residential lots. Smaller home lots face the institutional uses to the west, while townhouses abut the more dense multifamily units intended along Mount Comfort as a concurrent part of this development but separate from this PZD. The mixed unit type neighborhood provides a natural variety of housing product and price points with a walkable community structure.
Harmony	The PZD allows for an orderly and creative provision of housing in a walkable format with densities appropriate to supporting infrastructure in the neighborhood.
Variety	The proposed neighborhood provides a variety of unit types, uses, and price points for residents not typically found in an exclusionary single family neighborhood. The denser multifamily cluster in the SE corner along Mt Comfort accompanies townhouses, cottages, and larger typical lots along the single-family residential neighborhoods to the north. The inclusion of multi-family housing by right in this PZD is purely a result of desiring to provide more traditional runs of townhouses of 5-6 contiguous buildings.
No Negative Impacts	The development provides no negative effect upon the future development of the area, providing a complete, compact, and connected street network and a flexible, traditional block structure that allows future flexibility and redevelopment within the neighborhood.
Coordination	The land surrounding the property is largely already developed, but connection and rational edge to the development have been provided to the undeveloped parcel to the east to allow the future urbanization of that parcel to occur in a coordinated and coherent manner.
Open Space	One of the primary benefits of the PZD approach for the development of this site is allowing the provision of more usable and suitably located open space for recreation than would otherwise be possible under typical zoning regulations.
Natural Features	The property's long term use for intensive agriculture has left little existing tree canopy except at the edges of the property. The site plan's geometry aligns to tree preservation plans to respect these existing fence line trees and the site's natural topography.

Future Land Use Plan	The PZD's innovative use definitions to respect mass of the buildings and impact of use, rather than household structure and number of kitchens in a building allows for a comprehensive plan and design for a mixed use yet harmonious development consistent with the guiding policies of the Future Land Use map.
Special Features	The site's geometry is challenging, with a diagonal eastern edge remaining from a historic train line easement. The geometry and dimensions of the site makes efficient, rear loaded units a challenge. The PZD's innovative approach to frontages allows for a reasonable density and unit mix that would be challenging under typical zoning regulations.
Recognized Zoning Consideration	The proposed zoning approach is novel and allows a degree of flexibility use designed to reduce car trips and increase the walkability and resilience of the neighborhood. It does allow several things not currently typical to the city's zoning regulations, as is appropriate and intentional to the concept of PZD's within the city.



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1791

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **APPEAL: ADM-2024-0001: Administrative Item (2277, 2400, 2423, 2555 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552 AND 2600 S. HUNT LN/WOODRUFF, KLINE, WANG, WARDEN, DURNING, FARKAS/GREGORY, DURNING AND HAMM, 595): Submitted by RONALD WOODRUFF for properties located at 2277, 2400, 2423, 2555 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552, AND 2600 S. HUNT LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 213.3 acres. The request is to modify the Master Street Plan.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend denial of the request to amend the Master Street Plan to remove a planned street connection.

BACKGROUND:
The subject area is southeast of the Fayetteville city limits in unincorporated Washington County, within the Fayetteville Planning Area. Containing 11 parcels in total, the properties range from undeveloped to agricultural and low-density, single-family uses. The current property owners have no specific development plans, though at least one property owner intends to sell, and has expressed difficulty in completing a transaction due to the existence of a planned Master Street Plan connection on their property.

Proposal: The petitioners request to have an approximately 1.5-mile section of a planned 2.25-mile connection of the 2040 Master Street Plan removed from the subject properties. The proposed Residential Link Street would provide a future east/west connection from S. Mally Wagnon Road connecting eventually to S. Dead Horse Mountain Road to the west.

Public Comment: Prior to the initial Planning Commission meeting, staff met with the petitioners and discussed the proposal. Petitioners' major concerns are reflected in the petition provided, and additional written comment provided by individuals in the group is also attached to this packet. Petitioners are primarily concerned with a perceived diminished value in their property due to the existence of this Plan, watershed and existing flooding in the area that may be exacerbated by the addition of a street and subsequent development, future constructability of the street, the protection of existing wildlife habitat, diminished privacy, and an overall negative impact to the existing quality of life. At the public hearing, the Planning Commission granted each petitioner a 3-minute speaking time as members of the public beyond the initial 10-minute allotted time for the applicant's original presentation. 12 members of the public (including the petitioners) spoke in favor of removing the Master Street Plan connection. One member of the public spoke in favor of the planned

connection to remain in place.

DISCUSSION:
On the balance of considerations, staff does not support the applicants' request. The proposed connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street for the 2025 Master Street Plan; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan Standards. After being re-affirmed as a Collector Street in 2011 (under the 2030 Master Street Plan, Resolution 166-11), the portion in question was downgraded from a Collector Street to a Residential Link Street with the adoption of the 2040 Master Street Plan (Resolution 15-20). In 2007, the street was established after significant study, public interaction, and multiple considerations by the Planning Commission and City Council.

Master Street Plans account for a longer-term potential for the property, and are considered to be just that; a plan. The Master Street Plan is a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. Arkansas State Law establishes a 2-mile territorial jurisdiction for cities with a population between 60,000 – 150,000, under the premise that those lands may be annexed by the City in the future. Further, under that requirement as established by the State, the city Planning Commission is charged with preparing plans for that area, which includes the creation of a Master Street Plan; that plan may be adopted to designate the general location, characteristics, and functions of streets and highways to be reserved for future public acquisition. The Master Street Plan is not a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the property's current location within Washington County, and lack of immediate adjacency to the City limits, staff does not foresee any City-initiated construction of this connection and acknowledges that there do not appear to be any portions of the connection currently built or planned for construction or development. Further, any near-term development in the area would be subject to the zoning standards as established by Washington County, which require a minimum lot size of one acre and are strictly limited to either residential or agricultural uses.

That said, the alignment shown on the existing Master Street Plan currently appears to more or less align with existing slopes and contours on the site and is likely the most feasible route given the existing topography. The final alignment is ultimately determined at the time of a development, when constructability (including any necessary floodplain, wetland, or tree preservation mitigation) is taken into consideration. While also taking topographic and geographic considerations into account, redundancy in street connections is another important factor in establishing necessary future streets. With this proposed connection located just shy of one mile south of E. Huntsville Road, this location was meant to act as a secondary east/west connection to relieve any future congestion along E. Huntsville Road should the area continue to develop. With the White River to the north of E. Huntsville Road and significant topography south of the subject Master Street Plan connection, this link represents the sole, viable, planned transportation link in the area.

Prior to the preparation and adoption of the current Master Street Plan, the City conducted extensive studies as required by Ark. Code Ann. § 14-56-414. Without another more formal study for the area to re-evaluate the necessity of the proposed street, staff recommends that the street connection be maintained to protect the potential for future east/west connectivity in the area should development occur within the next 20 years.

At the February 12, 2024 Planning Commission meeting, a motion to approve the applicant's request and remove the Master Street Plan connection failed with a vote of 3-6-0; Commissioners Winston, Payne, and Holcomb were in favor of its removal; Commissioners McGetrick, Sparkman, Brink, Garlock, Madden, and

Gulley were opposed. Conversation centered around the Commission's responsibility to create plans for the area, and that the Master Street Plan was a tool to establish what might be needed in the future. Commissioners recognized that construction on the street is not eminent and that there was not a current plan to construct the road, but they also indicated that they could not establish that it would not be a necessary connection in the future to help maintain cross-connectivity and a redundant street network in the area. They also identified that this section of the Master Street Plan had not been overlooked; after its initial adoption in 2007, the street had been downgraded in 2020 from a Collector to a Residential Link Street. Commissioners also responded to residents' concerns about future development and land preservation, and cited other mechanisms to obtain that outcome, such as the dedication of conservation easements to preserve land in perpetuity. Those who were in favor of its removal cited that there had historically been efforts to minimize development in this area and felt that the removal of the Master Street Plan was an opportunity to discourage growth. One motion was also made by Commissioner Payne and seconded by Commissioner Winston to table the item until March 11 so that a tour could be organized; this motion failed with a vote of 2-7-0. Public comment is summarized above, and written comment is included in the attached Planning Commission staff report.

Before the Planning Commission and since, Fayetteville's Legal Department issued advisory information on the City's authority to draft and maintain a Master Street Plan. In addition to contesting an assertion by applicants and their representative that the City's Master Street Plan diminishes property value, recognition is provided for the City's statutory authority to implement planning tools necessary for the "coordinated, adjusted and harmonious development of the municipality and its environs." The Legal Department memorandums are attached to this report.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: Appeal Letter (#3), Exhibit A (#4), City Attorney Memo (#5), Planning Commission Staff Report (#6), Puryear City Council Letter (#7)

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

File #: 2024-1791

APPEAL: ADM-2024-0001: Administrative Item (2277, 2400, 2423, 2555 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552 AND 2600 S. HUNT LN/WOODRUFF, KLINE, WANG, WARDEN, DURNING, FARKAS/GREGORY, DURNING AND HAMM, 595): Submitted by RONALD WOODRUFF for properties located at 2277, 2400, 2423, 2555 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552, AND 2600 S. HUNT LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 213.3 acres. The request is to modify the Master Street Plan.

A RESOLUTION TO GRANT THE APPEAL OF THE PLANNING COMMISSION'S DENIAL OF ADM-2024-0001, AND TO AMEND THE MASTER STREET PLAN TO REMOVE AN APPROXIMATELY 1.5 MILE SECTION OF A PLANNED RESIDENTIAL LINK STREET BETWEEN SOUTH MALLY WAGNON ROAD AND SOUTH DEAD HORSE MOUNTAIN ROAD

WHEREAS, several landowners outside of the City limits but within the City's planning area petitioned to remove a 1.5 mile portion of a planned Residential Link Street in the Master Street Plan that would provide a future east/west connection from South Mally Wagnon Road to South Dead Horse Mountain Road; and

WHEREAS, on February 12, 2024, the Planning Commission denied the petition by a vote of 3-6; and

WHEREAS, the petitioners have properly appealed this denial by their letter delivered to City Clerk Treasurer Kara Paxton on February 27, 2024.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby grants the petitioners' appeal of the Planning Commission's denial of ADM-2024-0001 and amends the Master Street Plan by removing an approximately 1.5 mile section of a planned Residential Link Street between South Mally Wagnon Road and South Dead Horse Mountain Road as shown in Exhibit A attached to this Resolution.

HALL ESTILL
ATTORNEYS AT LAW

RECEIVED
FEB 27 2024
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Robert K. Rhoads
75 N. East Ave., Suite 500
Fayetteville, AR 72701-5388
Direct Dial: (479) 973-5202
rrhoads@hallestill.com

February 27, 2024

VIA HAND DELIVERY

Kara Paxton
City Clerk
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Re: Appeal of Planning Commission ADM 2024 -0001

Dear Kara:

I hope this letter finds you well. Please know that I am now representing the seven (7) families that filed a petition with the Planning Commission to modify the City's Master Street Plan from 2040 City Plan. This modification request was to take the form of vacating a certain proposed "Residential Link Street". This petition was filed in order to get the City to delete the designation and planned placement of a proposed roadway on the Master Street Plan running across petitioners' lands from Dead Horse Mountain Road east to Mally Wagnon Road. The proposed road is outside of the City Limits and within the authorized planning area of the City.

It is petitioners' view that the purpose of the roadway would not and will not in the foreseeable future, provide a necessary purpose that cannot be met by the use of existing roadways including but not limited to Huntsville Road which lies less than a mile to the North.

In its denial, the Planning Commission failed to give proper consideration for the significant negative financial impact the current designation and future placement of the road has on landowners. The proposed 52-foot roadway constitutes a cloud upon the title of lands owned by petitioners and as such, requires disclosure to perspective buyers. Constitutional issues related to the "taking" without just compensation must also be considered. One petitioner lost multiple sales on his property because of this road which is a taking.

Failure of notice and lack of due process violations were also not given adequate consideration and can be corrected by vacating and removing the proposed roadway from the Master Street Plan.

The uplands to the south of the proposed roadway (i.e. Bear Mountain) contribute to the west fork of the White River Watershed. The proposed road will adversely affect springs, runoff, and cause flooding of some of petitioners' homes and other lands below. The Planning

Commission failed to follow the mandates of the 2040 Plan which specifically states that agricultural land and springs should be avoided.

The inclusion of this road greatly encroaches upon existing wildlife habitat (plant and animal), diminishing privacy and quality of life for folks who have elected to live rural existence. Many neighbors join in our efforts to save our property and way of life from all negative effects caused by construction and placement of the proposed roadway.

While recommending the denial, planning staff noted "*given the property's current location within Washington County, and lack of immediate adjacency to the City Limits, staff does not foresee any city-initiated construction of this connection acknowledges that there do not appear to be any portions of the connection currently built or planned for construction or development*". Further, as was discussed at the Planning Commission meeting, most of the petitioners had no notice of this road and were told that when the road was first proposed in 2007 we should have been watching the City's website to see where it was being placed. What this tells me is that there truly was a lack of notice to all of the petitioners except for one who bought his land later.

Further, the City's method of giving notice of proposed streets to affected residents of the County amounts to no notice at all.

Therefore, pursuant to Unified Development Code 155.05(A)(1)(f) we appeal to City Council asking it to grant this Appeal and vacate this proposed street and remove it from the Master Street Plan.

Very truly yours,

Robert K. Rhoads

RKR:mcm

Cc: Kit Williams
Blake Williams
Jesse Masters
Mayor Jordan
Clients

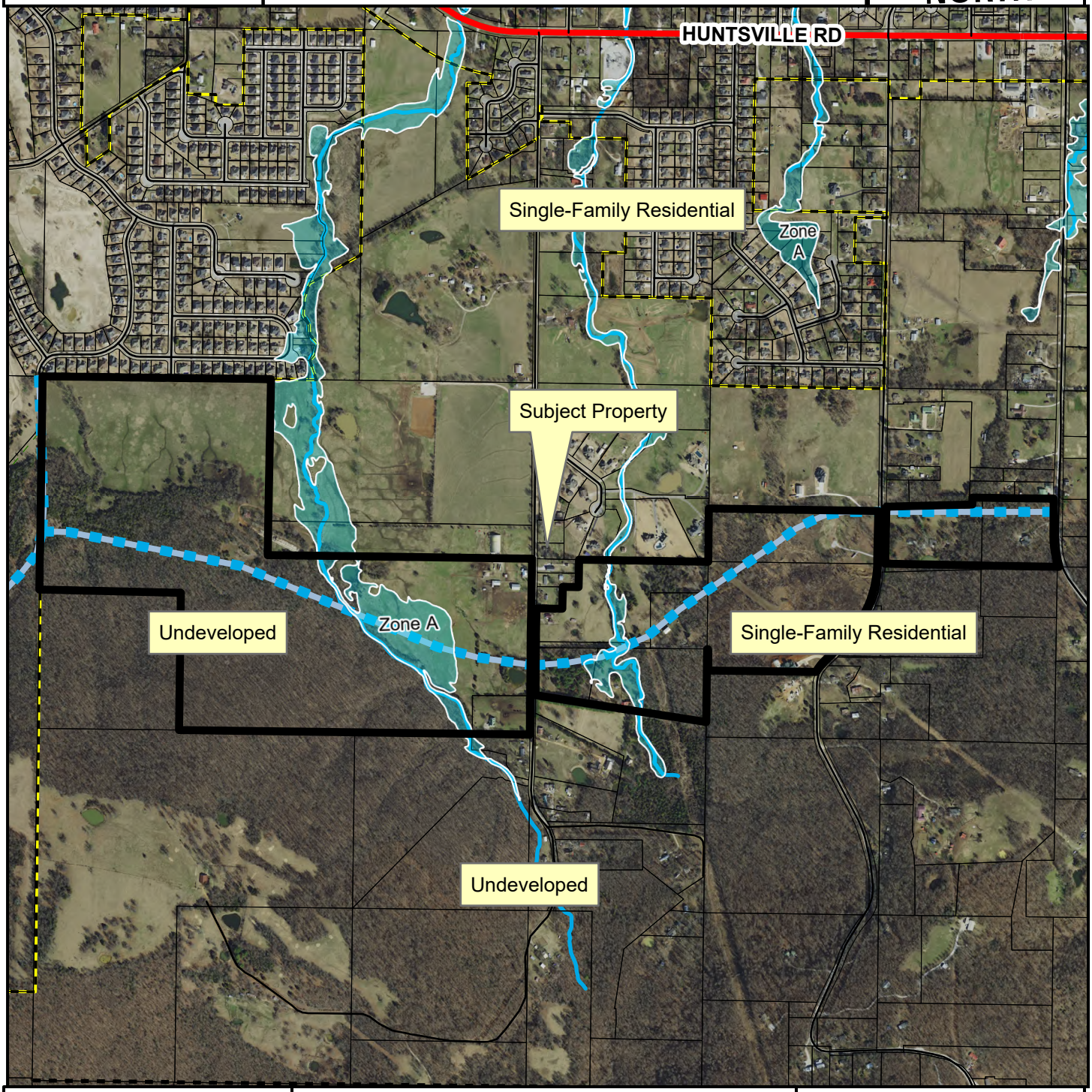
20116086.1:999999.09515

ADM-2024-0001

Current Land Use

ADM-2024-0001
EXHIBIT 'A'

NORTH



- Regional Link
- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 400 800 1,600 2,400 3,200

1:13,000

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Chris Brown**, Public Works Director
Jonathan Curth, Development Services Director

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

DATE: **February 28, 2024**

RE: **Master Street Plan Amendment Appeal**

Summary

On February 12, 2024, the Planning Commission denied an application of several landowners outside of the city limits to remove a planned future street from the Master Street Plan. The applicants have properly appealed the denial and the appeal is set to be heard by the City Council on March 19, 2024.

The applicants have raised claims that the planned future street alignment shown in the Master Street Plan that crosses their properties diminishes the value of their land and constitutes a taking without just compensation. However, both state and federal law authorize the City to adopt plans for potential future development without those plans being considered takings. Furthermore, the Private Property Protection Act likely has no application to the adoption of the Master Street Plan's alignment of potential future streets. The City Council should feel unrestrained by the threat of litigation when making its decision in this instance. Arkansas law and our City plans provide factors that are appropriate to consider. The City Council may also consider the potential impacts of these plans on landowners.

Background

The following background was provided by Development Review Manager Jessie Masters in her memo to the Planning Commission:

> The proposed connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street for the 2025 Master Street Plan; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan Standards. After being re-affirmed as a Collector Street in 2011 (under the 2030 Master Street Plan, Resolution 166-11), the portion in question was downgraded from a Collector Street to a Residential Link Street with the adoption of the 2040 Master Street Plan (Resolution 15-20). In 2007, the street was established after significant study, public interaction, and multiple considerations by the Planning Commission and City Council.

The applicants, homeowners whose land the future potential street extension is shown as crossing, stated the basis for their request was a diminution in value of their property, watershed and flooding concerns, protection of wildlife, diminished privacy, and an overall negative impact to their existing quality of life. Staff recommended denial of the request without another more formal study to re-evaluate the need for the proposed street. The Planning Commission denied the request by a vote of 6-3.

The Law

1. Could the adoption of the Master Street Plan and the alignment of a potential future street be considered a taking?

Under existing Arkansas and federal case law spanning nearly 100 years, the adoption of a plan for a potential future road cannot be considered a taking.

Article 2, section 22 of the Arkansas Constitution provides that "the right of property is before and higher than any constitutional sanction; and private property shall not be taken, appropriated or damaged for public use, without just compensation therefor." The Arkansas Supreme Court has interpreted this provision to require compensation for a taking when a municipality acts in a manner which substantially diminishes the value of a landowner's land, and its

actions are shown to be intentional. Robinson v. City of Ashdown, 301 Ark. 226, 783 S.W.2d 53 (1990). As explained below, however, there are limits to the types of acts that can constitute a taking.

In Danforth v. United States, 308 U.S. 271 (1939), a landowner contended that the "taking" of his property had occurred prior to the institution of condemnation proceedings, and that he was entitled to compensation from the date of the enactment of the federal Flood Control Act. His theory was that passage of the Act immediately diminished the value of the property because the Act contemplated the use of his property for a floodway easement. However, the US Supreme Court denied that the landowner was entitled to such retrospective compensation, holding that "a reduction or increase in the value of property may occur by reason of legislation for or the beginning or completion of a project. Such changes in value are incidents of ownership. They cannot be considered as a 'taking' in the constitutional sense." *Id.* at 285. "The mere enactment of legislation which authorizes condemnation of property cannot be a taking. Such legislation may be repealed or modified, or appropriations may fail." *Id.*

In Agins v. City of Tiburon, 447 U.S. 255 (1980), the US Supreme Court agreed with the California Supreme Court's holding that a municipality's good-faith planning activities through the adoption of zoning ordinances did not so burden landowners' enjoyment of their property as to constitute a taking.

> Appellants also claim that the city's precondemnation activities constitute a taking. See nn. 1, 3, and 5, supra. The State Supreme Court correctly rejected the contention that the municipality's good-faith planning activities, which did not result in successful prosecution of an eminent domain claim, so burdened the appellants' enjoyment of their property as to constitute a taking…Even if the appellants' ability to sell their property was limited during the pendency of the condemnation proceeding, the appellants were free to sell or develop their property when the proceedings ended. Mere fluctuations in value during the process of governmental decisionmaking, absent extraordinary delay, are "incidents of ownership. They cannot be considered as a 'taking' in the constitutional sense." (citations omitted).

Id. at 263 n. 9.

National By-Products Case

In National By-Products, Inc. v. City of Little Rock, the Arkansas Supreme Court held that the Little Rock Regional Airport Commission's plan to expand a runway through property owned by National By-Products was not a taking in violation of the Fifth Amendment to the United States Constitution and Ark. Const. art. 2, § 22. 323 Ark. 619, 916 S.W. 2d 745 (1996). The Court described the claims of National By-Products, which are similar to claims the City has heard as follows:

> National's competitors approached National's suppliers and informed them of newspaper articles about the proposed runway extension...According to National, prospective purchasers of National's business, once informed of the proposed airport expansion, have immediately lost interest in buying the company. Additionally, National has had extreme difficulty in retaining its management and employees.
>
> In sum, National alleges it has suffered material harm to its operations to the extent that it has been substantially deprived of the use and enjoyment of its property. As a result of the Commission's actions, which have "effectively frozen [its] operation and have depressed land values," National claims that its property has been rendered unfit for its highest and best commercial use. National further claims that the Commission's actions have resulted in permanent and substantial interference and deprivation amounting to an actual or constructive taking in violation of the Fifth Amendment to the United States Constitution and Ark. Const. art, 2, § 22. National has asked for the fair market value of its property from the date the taking was effective.

Id. at 622-23.

The Court found that National's property continued to be used for its traditional purpose as a rendering plant and neither the City nor the Commission placed any direct restraint on that use. The Court also recognized that there was no allegation that the City or the Commission acted in bad faith in its dealings with the landowner. The Court held, therefore "it is clear that, on the facts before us, any damages sustained by National were insufficient to support an action for inverse condemnation. When viewing the allegations in the amended complaint in

a light most favorable to National, it cannot be said that the Commission's actions constituted a taking of National's property." *Id.* at 627-28.

In reaching its decision in National By-Products, the Arkansas Supreme Court cited its previous decision in Hood v. Chadick, County Judge, 272 Ark. 444 (1981). After the Jefferson County courthouse burned in 1976, the County developed a plan to rebuild the courthouse that would have required taking a portion of adjacent property for parking and landscaping. Hood, who owned that adjacent property, sued the County seeking damages over this plan. Then the County filed its own condemnation counterclaim. The plan to rebuild the courthouse was referred to the voters and defeated in the election so the County dismissed its condemnation claim. The Arkansas Supreme Court held that the trial court properly dismissed Hood's claims concluding that, when the county did not take possession of or even enter upon Hood's property, "no damages were allowable for a mere 'threat to condemn.'" *Id.* at 447.

The Court also cited its decision in Southwestern Water Co. v. Merritt, 224 Ark. 499, 275 S.W.2d 18 (1955), in which it held that the actual taking or damage of lands for public use is what must be compensated under the state and federal constitutions, not a plan to take or damage the land. National By-Products, 323 Ark. at 626.

The Court further stated in National By-Products that its decision in Hood is "consistent with the law in several jurisdictions which adhere to the general rule that mere plotting or planning in anticipation of an improvement does not constitute a taking or damaging of the property affected where the government has not imposed a restraint on the use of the property." *Id.* (internal citations omitted).

Finally, the Arkansas Supreme Court cited Westgate Ltd. v. State, 843 S.W.2d 448 (Tex. 1992), a case out of the Texas Supreme Court, which held that public policy considerations supported its continued adherence to the general rule:

> Construction of public-works projects would be severely impeded if the government could incur inverse condemnation liability merely by announcing plans to condemn property in the future. Such a rule would encourage the government to maintain the secrecy of proposed projects as long as possible, hindering public debate and increasing waste and inefficiency. After announcing a project, the government would be under pressure to acquire the needed property as quickly as possible to

> avoid or minimize liability. This likewise would limit public input, and forestall any meaningful review of the project's environmental consequences. The government would also be reluctant to publicly suggest alternative locations, for fear that it might incur inverse condemnation liability to multiple landowners arising out of a single proposed project. Failing to consider available alternatives is not only inefficient, but is at odds with proper environmental review. 843 S.W.2d 448 at 453 (citations omitted). As we recognized in Hood, these policy reasons might not be applicable where a condemning authority is accused of intentionally injuring a landowner. However, as conceded by counsel for National during oral argument, the Commission, through its actions, did not manifest such an intent to cause injury.

National By-Products, 323 Ark. at 627.

In adopting City Plan 2040 and the Master Street Plan, the City undertook an intensive, data-driven study with a significant amount of public input as well as review by and input from staff, the Planning Commission, and the City Council before those plans were adopted. It simply cannot be said that the City acted in bad faith. Even if the Master Street Plan alignment could somehow be considered a "threat to condemn" at some point in the future, the Hood and Southwestern Water cases establish that a plan or threat to condemn at some point in the future does not constitute a taking of or damage to the property subject to the plan.

2. Is there a potential claim under the Private Property Protection Act for Master Street Plan alignment?

No, the Private Property Protection Act ("PPPA), Ark. Code Ann. § 18-15-1701, *et seq*. does not provide property owners with any remedy to seek damages against the City for diminished value in this case.

The PPPA provides that if a landowner can establish that a regulatory program implemented by a governmental unit has permanently reduced the fair market value of property by at least 20% then the governmental unit may either pay compensation for the reduction in fair market value or invalidate all or part of the regulatory program. The law contains several requirements and exemptions, some of which are relevant to the claims made by the applicants seeking a change to the Master Street Plan.

First, to assert a taking, the regulatory program must have been implemented at the time the owner acquired title or after April 2, 2015, whichever is later. Ark. Code Ann. § 18-15-1703(a)(3). In this case, the segment of street being challenged has been in the Master Street Plan since 2007, when the City Council approved Resolution 161-07, which is well before the date provided in the PPPA.

Second, even if the Court used the 2020 adoption of the Master Street Plan, which contained the same alignment as the 2007 plan, the PPPA exempts "the discontinuance or modification of a program, rule, or regulation that provides a unilateral expectation that does not rise to the level of a recognized interest in private real property." Because the Master Street Plan does not give the City any recognized interest in private real property, the claim would not stand.

However, even if a court somehow determined the PPPA applies and that the adoption of the Master Street Plan diminished the value of their land by more than 20%, the City would have the option to remove that portion from the Master Street Plan in lieu of payment of damages.

3. What standards can the City Council consider for an application to amend the Master Street Plan?

Ark. Code Ann. § 14-56-403 includes several factors that can be considered when making and amending comprehensive plans like our Master Street Plan. I am attaching the memo I sent to the Planning Commission about the factors in state law. Staff will provide additional information about the decision to include this in our Master Street Plan as part of City Plan 2040 and the reasons for their recommendation to retain it.

Conclusion

An applicant's threat of litigation over an inverse condemnation or other claim should not deter the City Council from exercising its authority under Ark. Code Ann. § 14-56-502 to "adopt and enforce plans for the coordinated, adjusted and harmonious development of the municipality and its environs." Landowners who have an unwanted potential future street identified in the Master Street Plan on their property have no valid claim that the plan is a taking and, therefore, are not entitled to compensation from the City. The only remedy available, which is what these applicants are doing, is to request that the City Council remove the unwanted portion of street from the Master Street Plan.

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Planning Commission**

CC: **Jessie Masters**, Development Review Manager

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

DATE: **February 7, 2024**

RE: **Master Street Plan Amendments**

An application to remove a planned future street outside of the city limits but within the City's planning area from the Master Street Plan will be considered by the Planning Commission on Monday, February 11. The applicants may attempt to raise claims about diminished property values, uncompensated takings, or inverse condemnation. These are not issues that are relevant to the Planning Commission's decision about whether to recommend to the City Council that the Master Street Plan should be amended.

Ark. Code Ann. § 14-56-402 authorizes the City to "adopt and enforce plans for the coordinated, adjusted and harmonious development of the municipality and its environs." Ark. Code Ann. § 14-56-403 explains the purposes of these plans:

(a) The plans of the municipality shall be prepared in order to promote, in accordance with present and future needs, the safety, morals, order, convenience, prosperity, and general welfare of the citizens.

(b) The plans may provide, among other things, for:
(1) Efficiency and economy in the process of development;
(2) The appropriate and best use of land;
(3) Convenience of traffic and circulation of people and goods;
(4) Safety from fire and other dangers;
(5) Adequate light and air in the use and occupancy of buildings;

(6) Healthful and convenient distribution of population;
(7) Good civic design and arrangement;
(8) Adequate public utilities and facilities; and
(9) Wise and efficient expenditure of funds.

Among the powers and duties of the Planning Commission is the creation of a planning area map and also "plans for all, or any portion of, the area encompassed by the map" which may include "a master street plan[]." Ark. Code Ann. § 14-56-412. Ark. Code Ann. § 14-56-414 provides further guidance about the development of plans, including the requirement that "suitable studies" be undertaken related to the plans to be prepared. Staff can verify that extensive studies were done prior to the adoption of the current Master Street Plan and significant changes may require further study.

Furthermore, Ark. Code Ann. § 14-56-413 grants jurisdiction to the City over a number of matters, including development, within an extended territorial jurisdiction. We generally refer to this as the City's planning area. This falls squarely within what is referred to as the City's "environs" in Ark. Code Ann. § 14-56-402 cited above. Therefore, the City's also has the authority to adopt and enforce plans, including a master street plan, for the "coordinated, adjusted and harmonious development" of lands within its territorial jurisdiction for those purposes listed above.

A number of state and federal cases significantly undermine any legal claims a landowner might try to bring against the City for alleged diminution of value or uncompensated taking. I will not go into those here because I don't want to distract the Planning Commission from the relevant considerations. Suffice it to say that landowners who have an unwanted potential future street identified in the Master Street Plan on their property have no valid claim that the plan is a taking and are not entitled to compensation from the City. The only remedy available is to request that the City Council remove the unwanted portion of potential future street from the Master Street Plan.

Conclusion

When making your decision on the applicant's proposal to remove this portion of potential future street from the Master Street Plan, you should consider the purposes listed above as well as the goals and guiding policies of the Master Street Plan itself, which is covered very well in the staff report.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: February 12, 2024 Updated with results from February 12, 2024 PC Meeting

SUBJECT: **ADM-2024-0001: Administrative Item (2277, 2400, 2423, 2550 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552 AND 2600 S. HUNT LN/WOODRUFF, KLINE, WANG, WARDEN, DURNING, FARKAS/GREGORY, DURNING AND HAMM, 595):** Submitted by RONALD WOODRUFF for properties located at 2277, 2400, 2423, 2550 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552, AND 2600 S. HUNT LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 213.3 acres. The request is to modify the Master Street Plan. The request is to modify the Master Street Plan.

RECOMMENDATION:
Staff recommends denial of **ADM-2024-0001.**

RECOMMENDED MOTION:
"I move to deny **ADM-2024-0001**."

BACKGROUND:
The subject area is southeast of the City limits in Washington County, within the Fayetteville Planning Area. Containing 11 parcels in total, the properties range from undeveloped, agricultural, and low-density, single family uses. The current property owners have no specific development plans, though at least one property owner intends to sell, and has expressed difficulty in completing a transaction due to the existence of a planned Master Street Plan connection on his property. The surrounding land use and zoning is depicted on *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Rural Residential	Washington County; Ag/SF Res I Unit per Acre
South	Rural Residential	Washington County; Ag/SF Res I Unit per Acre
West	Rural Residential	Washington County; Ag/SF Res I Unit per Acre
East	Rural Residential	Washington County; Ag/SF Res I Unit per Acre

Proposal: The petitioners request to have an approximately 1.5-mile section of a planned 2.25-mile connection of the 2040 Master Street Plan removed from the subject properties. The proposed Residential Link Street would provide a future east/west connection from S. Mally Wagnon Road connecting eventually to S. Dead Horse Mountain Road to the west.

DISCUSSION:
On the balance of considerations, staff does not support the applicants' request. The proposed connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street for the 2025 Master Street Plan; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan Standards. After being re-affirmed as a Collector Street in 2011 (under the 2030 Master Street Plan, Resolution 166-11), the portion in question was downgraded from a Collector Street to a Residential Link Street with the adoption of the 2040 Master Street Plan (Resolution 15-20). In 2007, the street was established after significant study, public interaction, and multiple considerations by the Planning Commission and City Council.

Master Street Plans account for a longer-term potential for the property, and are considered to be just that; a plan. The Master Street Plan is a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. Arkansas State Law establishes a 2-mile territorial jurisdiction for cities with a population between 60,000 – 150,000, under the premise that those lands may be annexed by the City in the future. Further, under that requirement as established by the State, the city Planning Commission is charged with preparing plans for that area, which includes the creation of a Master Street Plan; that plan may be adopted to designate the general location, characteristics, and functions of streets and highways to be reserved for future public acquisition. The Master Street Plan is not a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the property's current location within Washington County, and lack of immediate adjacency to the City limits, staff does not foresee any City-initiated construction of this connection and acknowledges that there do not appear to be any portions of the connection currently built or planned for construction or development. Further, any near-term development in the area would be subject to the zoning standards as established by Washington County, which require a minimum lot size of one acre and are strictly limited to either residential or agricultural uses.

That said, the alignment shown on the existing Master Street Plan currently appears to more or less align with existing slopes and contours on the site and is likely the most feasible route given the existing topography. The final alignment is ultimately determined at the time of a development, when constructability (including any necessary floodplain, wetland, or tree preservation mitigation) is taken into consideration. While also taking topographic and geographic considerations into account, redundancy in street connections is another important factor in establishing necessary future streets. With this proposed connection located just shy of one mile south of E. Huntsville Road, this location was meant to act as a secondary east/west connection to relieve any future congestion along E. Huntsville Road should the area continue to develop. With the White River to the north of E. Huntsville Road and significant topography south of the subject Master Street Plan connection, this link represents the sole, viable, planned transportation link in the area.

Prior to the preparation and adoption of the current Master Street Plan, the City conducted extensive studies as required by Ark. Code Ann. § 14-56-414. Without another more formal study for the area to re-evaluate the necessity of the proposed street, staff recommends that the street connection be maintained to protect the potential for future east/west connectivity in the area should development occur within the next 20 years.

Public Comment: Staff has met with the petitioners and discussed the proposal. Petitioners' major concerns are reflected in the petition provided, and additional written comment provided by

individuals in the group is also attached to this packet. Petitioners are primarily concerned with a perceived diminished value in their property due to the existence of this Plan, watershed and existing flooding in the area that may be exacerbated by the addition of a street and subsequent development, future constructability of the street, the protection of existing wildlife habitat, diminished privacy, and an overall negative impact to the existing quality of life.

RECOMMENDATION: Staff recommends denial of ADM-2024-0001; if the Planning Commission votes to forward the item to City Council with a recommendation of approval, staff recommends the following conditions.

1. Approval of the removal of this segment of the Master Street Plan connection does not reflect approval of any associated lot split or other planned development; any planned developments must be submitted according to the allowances in relevant City code.

PLANNING COMMISSION ACTION: Required YES			
Date: February 12, 2024	❒ **Tabled**	❒ **Approved**	☒ **Denied**
Motion:	MOTION #1: BRINK	MOTION #2: PAYNE	MOTION #3: GARLOCK
Second:	GULLEY	WINSTON	SPARKMAN
Vote:	To extend speaking time of applicants (motion withdrawn)	TABLE TO MARCH 11 2-7-0 (McGetrick, Sparkman, Brink, Garlock, Madden, Gulley, Holcomb opposed)	APPROVE 3-6-0 (McGetrick, Sparkman, Brink, Garlock, Madden, Gulley opposed)

BUDGET/STAFF IMPACT:
None

Attachments:

- City Attorney Memo
- Engineering Memo
- Applicant Request Letter
- 2007 Master Street Plan Exhibit
- 2030 Master Street Plan Exhibit
- 2040 Master Street Plan Exhibit
- Additional Petitioner Comment
- Current Land Use Map

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Planning Commission**

CC: **Jessie Masters**, Development Review Manager

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

DATE: **February 7, 2024**

RE: **Master Street Plan Amendments**

An application to remove a planned future street outside of the city limits but within the City's planning area from the Master Street Plan will be considered by the Planning Commission on Monday, February 11. The applicants may attempt to raise claims about diminished property values, uncompensated takings, or inverse condemnation. These are not issues that are relevant to the Planning Commission's decision about whether to recommend to the City Council that the Master Street Plan should be amended.

Ark. Code Ann. § 14-56-402 authorizes the City to "adopt and enforce plans for the coordinated, adjusted and harmonious development of the municipality and its environs." Ark. Code Ann. § 14-56-403 explains the purposes of these plans:

> (a) The plans of the municipality shall be prepared in order to promote, in accordance with present and future needs, the safety, morals, order, convenience, prosperity, and general welfare of the citizens.
>
> (b) The plans may provide, among other things, for:
> (1) Efficiency and economy in the process of development;
> (2) The appropriate and best use of land;
> (3) Convenience of traffic and circulation of people and goods;
> (4) Safety from fire and other dangers;
> (5) Adequate light and air in the use and occupancy of buildings;

(6) Healthful and convenient distribution of population;
(7) Good civic design and arrangement;
(8) Adequate public utilities and facilities; and
(9) Wise and efficient expenditure of funds.

Among the powers and duties of the Planning Commission is the creation of a planning area map and also "plans for all, or any portion of, the area encompassed by the map" which may include "a master street plan[]." Ark. Code Ann. § 14-56-412. Ark. Code Ann. § 14-56-414 provides further guidance about the development of plans, including the requirement that "suitable studies" be undertaken related to the plans to be prepared. Staff can verify that extensive studies were done prior to the adoption of the current Master Street Plan and significant changes may require further study.

Furthermore, Ark. Code Ann. § 14-56-413 grants jurisdiction to the City over a number of matters, including development, within an extended territorial jurisdiction. We generally refer to this as the City's planning area. This falls squarely within what is referred to as the City's "environs" in Ark. Code Ann. § 14-56-402 cited above. Therefore, the City's also has the authority to adopt and enforce plans, including a master street plan, for the "coordinated, adjusted and harmonious development" of lands within its territorial jurisdiction for those purposes listed above.

A number of state and federal cases significantly undermine any legal claims a landowner might try to bring against the City for alleged diminution of value or uncompensated taking. I will not go into those here because I don't want to distract the Planning Commission from the relevant considerations. Suffice it to say that landowners who have an unwanted potential future street identified in the Master Street Plan on their property have no valid claim that the plan is a taking and are not entitled to compensation from the City. The only remedy available is to request that the City Council remove the unwanted portion of potential future street from the Master Street Plan.

Conclusion

When making your decision on the applicant's proposal to remove this portion of potential future street from the Master Street Plan, you should consider the purposes listed above as well as the goals and guiding policies of the Master Street Plan itself, which is covered very well in the staff report.

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Jessie Masters, Development Review Manager

FROM: Josh Boccaccio, Engineering Development Review Manager

DATE: February 9, 2024

SUBJECT: **Planning Commission Engineering Comments for ADM-2024-0001 Master Street Plan Amendment**

Engineering Recommendation:

Engineering recommends denial of the applicant's request to remove a future master street plan connection. The East/West connectivity this proposed connection will provide will be an important part of the future street network. There appears to be topographic challenges associated with the current alignment. If the street connection is desired to be shifted, an alignment study would have to be completed to determine the most practical alignment.

December 27, 2023

Chairman
City of Fayetteville Planning Commission

Re: Petition to Remove Cloud Upon Title

Dear Chairman:

1. Payment of $100.00 application fee to be delivered to Planning Commission Office.

2. Full legal descriptions and parcel numbers for all directly affected lands is attached to the Petition marked as Exhibits A - G.

3. Attached to this letter is a Petition that sets forth the request and underlying explanation of hardships placed on each described property. This variance has unique criteria to be addressed and considered by the Planning Commission.

4. Petitioners do not believe notification surrounding property owners is required.

5. Site plan is set out in maps displayed in CITY PLAN 2040. Copies of the maps are attached to the Petition marked Exhibit H.

Petitioners offer constitutional basis and practical reasons for granting our Petition to have the "Residential Link Street" removed from City Plan 2040.

Sincerely

Ronald G. Woodruff
On behalf of all Petitioners

cc:
Allan and Velva L. Kline
Kevin and Lucia Wang
Steve and Candy Warden
Jerry and Shirley Durning
Richard Farkas and Carol Gregory
David Hamm

PETITION TO REMOVE A CLOUD UPON TITLE ON CERTAIN LANDS WITHIN WASHINGTON COUNTY, ARKANSAS SITUATED OUTSIDE THE INCORPORATED CITY LIMITS OF FAYETTEVILLE, ARKANSAS

Ronald G. and Marsha C. Woodruff, Trustees
Ronald G. And Marsha C. Woodruff Family Trust

Allan and Velva L. Kline, Husband and Wife

Kevin and Lucia Wang, Husband and Wife

Steve and Candy Warden, Husband and Wife

Jerry and Shirley Durning, Trustees
The Jerry and Shirley Durning Revocable Trust

Richard Farkas and Carol Gregory, Husband and Wife

David Hamm, Manager
Hamm Land and Cattle, LLC

PETITIONERS

VS

City of Fayetteville, Washington County, Arkansas

RESPONDENT

PETITION

Comes now each and all Petitioners named above and for their Petition addressed to the City of Fayetteville (hereinafter "The City") state:

1. Petitioners each own and hold title to parcels of real property situated outside of the corporate city limits of The City. Documentary proof and copies of public records reflecting the ownership of each Petitioner is attached and marked as exhibit as follows:

Petitioner	Exhibit	Parcel
Woodruff Trust	A	001-10982-000 and 001-10980-000

Kline	B	001-10990-000
Wang	C	001-10991-003
Warden Trust	D	001-10991-000
Durning Trust	E	001-11032-000. 001-11030-000. 001-11029-000
Farkas/Gregory	F	001-11031-000. 001-11031-001
Hamm LLC	G	001-11028-000. 001-11028-001

2. The City adopted and has implemented "City Plan 2040" which includes designation of a "Residential Link Street" that consists of a 52 foot future right of way across and through the lands owned by Petitioners. A copy of a map of lands included in "City Plan 2040" that displays the location of the designated "Residential Link Street" is attached and marked as Exhibit H.

3. The placement of the "Residential Link Street" across and through the lands of Petitioners places a cloud upon the title requiring disclosure by Petitioner to prospective buyers who may be interested in purchasing the real property. The existence of such an encumbrance upon the title to the land clearly diminishes the value of the land and constitutes a "taking" and damage to the value of the property. For example: See copy of letter request given the City Planning Commission by Kevin Wang marked Exhibit I.

4. The burden and cloud placed upon Petitioners' land by "The City" violates the Fifth Amendment of the United States Constitution. That amendment includes a clause known as the "Taking Clause". It states that private property shall not be taken for public use. without just compensation. This clause stands for the principle that the government should not single out isolated individuals (such as the Petitioners in this case) to bear excessive burdens. even in support of an important public good. When this happens. the remedy is the payment of "just compensation", which The City has failed to recognize and provide in "City Plan 2040".

5. Closer to home. Article 2 Section 22 of the Arkansas Constitution states: "The right of property is before and higher than any constitutional sanction; and private property shall not be

taken, appropriated or damaged for public use, without compensation therefor." Petitioners submit that the actions of The City complained of herein constitutes a taking, appropriation, and damage to Petitioners' property, in violation of rights granted by the state constitution.

6. The Due Process Clause of both the Fifth and Fourteenth Amendment to the United States Constitution prohibits the deprivation of life, liberty, or PROPERTY [emphasis added] by the federal and state governments without due process of law. Prior to the passage of "City Plan 2040", Petitioners were given no notice or opportunity to offer defense to the taking of their property. The failure of due process deprived Petitioners (and others similarly situated) the right of a fundamental fairness as granted by law.

7. Petitioners recognize that in 2020, Arkansas enacted a public law setting "territorial jurisdiction" for municipal governments to use for planning purposes. That distance is limited to an area of two (2) miles beyond the corporate city limits. Petitioners' lands do fall within the permitted area. However, the grant of "territorial jurisdiction" does not permit violation of state and federal constitutional protection by taking of property without just compensation.

8. The actual physical taking (i.e. possession) of Petitioners' real property, which is situated in a rural setting, will result in a loss of privacy, quality of life, and the quiet enjoyment of home and property, all of which devalues the property. In some cases, parcels of land will be separated into two sections divided by the roadway again see Wang's request (Exhibit I)

9. Many other reasons (practical, financial, and environmental) exist to support the removal of the "Residential Link Street" from City Plan 2040, including but not limited to the following:

A. This proposed street crosses a major gas pipeline;

B. This proposed street crosses an existing Ozark Electric high voltage transmission

power line;

C. This proposed street cuts through existing buildings and within a few feet of at least one current residential dwelling and perhaps others;

D. Two spring fed ponds and a third pond is directly in the path of this proposed street;

E. There are gas wells situated on some of these properties that are functioning and serving two homes;

F. One property is in use as an operating cattle operation;

G. There are reports of existing Indian mounds located on one parcel;

H. Important prairie land (Drake's Prairie) will be disturbed by this proposed street;

I. The runoff of water from the mountain to the south (Bear Mountain) is considerable and the interruption of the existing creek and other flow ditches will likely cause significant flooding of homes on some of Petitioners' land as well as that of homeowners residing within the subdivision of The City at lower elevations;

J. Neighbors living in close proximity to Petitioners' land will experience deterioration of their rural tranquil existence by the locating of this proposed street;

K. Destruction of wildlife habitat will be a direct result of such a construction project; and

L. Existing connecting area roadways provide the City better alternatives to serve future needs of the City.

FOR THE REASONS STATED. Petitioners respectfully petition the CITY OF FAYETTEVILLE to amend City Plan 2040 by removing and deleting the designation of the "Residential Link Street" that runs from Dead Horse Mountain Road east to Mally Wagnon Road across Petitioners' land.

A list of contact information for each petitioner is attached marked Exhibit J.

Submitted by:

Ronald G. Woodruff on behalf of Petitioners
2303 S. Mally Wagnon Road
Fayetteville, AR 72701
ronwoodruff40@gmail.com
(479)841-8790
Date: December 20, 2023

EXHIBIT "A"

Woodruff

Doc ID: 017609720001 Type: REL
Kind: QUITCLAIM DEED
Recorded: 08/25/2017 at 02:33:12 PM
Fee Amt: $15.00 Page 1 of 1
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2017-00026345

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT we, **Ronald G. Woodruff and Marsha C. Woodruff,** Husband and Wife, hereinafter called Grantors for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to me in hand paid by:

Ronald G. Woodruff and Marsha C. Woodruff as Trustees of **"THE RONALD G. AND MARSHA C. WOODRUFF FAMILY TRUST,"** hereinafter called Grantees, do hereby grant, bargain, sell, and quitclaim unto the said Grantees and Grantees' assigns, the following described land situate in Washington County, State of Arkansas, to Wit:

Part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-nine (29), Township Sixteen (16) North, Range Twenty-nine (29) West of the 5th P.M. described as follows, to-wit: Beginning at the Southeast corner of said forty acre tract, and running thence North 500.01 feet, thence West 555 feet, thence South 500.01 feet, thence East 555 feet to the point of beginning, containing 6.37 acres, more or less.

Subject to any easements and/or right-of-ways of record.

Note: This transfer is made for the purpose of family estate planning and no consideration is exchanged.

To have and to hold the said lands and appurtenances thereunto belonging unto the said Grantees and Grantees' assigns, forever.

And we, the Grantors, hereby release and relinquish unto the Grantees our homestead in and to said lands.

Witness our hand and seal on this 7th day of July, 2017.

Prepared By:

WOODRUFF LAW FIRM
Ronald G. Woodruff
P.O. Box 1866
Fayetteville, AR 72702
(479) 444-8444

Ronald G. Woodruff

Marsha C. Woodruff

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

On this the 7th day of July, 2017, before me a notary public personally appeared **Ronald G. Woodruff and Marsha C. Woodruff,** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledge that they had executed the same for the purposes therein set forth.

My Commission Expires:

MARSHA PAYNE
MY COMMISSION # 12369259
EXPIRES: December 22, 2018
Washington County

Notary Public

I certify that under penalty of false swearing that at least the legally required amount of documentary stamps have been placed on this instrument.

Grantee, Ronald G. Woodruff as Trustee
Of the Ronald G. and Marsha C. Woodruff Family Trust

Mail taxes to: Ronald and Marsha Woodruff, P. O. Box 1866, Fayetteville, AR 72702

EXHIBIT "B"

Kline

WARRANTY DEED

with relinquishment of dower and homestead

FILED FOR RECORD
1980 SEP -9 PM 2:54
WASHINGTON COUNTY, ARK.
ALMA KOLLMEYER
CIRCUIT CLERK
Do not write in this space

KNOW ALL MEN BY THESE PRESENTS:

That we, C. A. Hughes, Jr, and Mary L. Hughes, husband & wife

for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations in hand paid by Allan S. Kline and Velva L. Kline to us

do hereby grant, bargain and sell unto the said Allan S. Kline and Velva L. Kline, husband & wife, and their heirs and assigns, the following described land, situate in Washington County, State of Arkansas, to-wit:

$33.00 0137269 $2.20 0464312

A part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Twenty-nine (29), Township Sixteen (16) North of Range Twenty-nine (29) West, Described as follows, to-wit: Beginning at the Southwest corner of said forty acre tract, and running thence East 765 feet, thence North 500 feet, thence West 765 feet, thence South 500 feet to the point of beginning and containing 8.78 acres, more or less.

Al Hughes Bx 609

APPROVED FOR RECORDATION
FAYETTEVILLE PLANNING
ADMINISTRATOR
SIGNED B Jones DATE 9-9-80

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Allan S. Kline and Velva L. Kline, husband & wife, and their heirs and assigns, forever. And We, the said C. A. Hughes, Jr. and Mary L. Hughes, husband & wife hereby covenant that we are lawfully seized of said land and premises; that the same is unincumbered, and we will forever warrant and defend the title to the said lands against all legal claims whatever.

And I, the said Mary L. Hughes wife of C. A. Hughes, Jr. in consideration of said sum of money, do hereby release and relinquish unto the said Allan S. Kline and Velva L. Kline all my interest, right, title and dower and convey my homestead in and to said lands.

WITNESS our hands and seals on this 5th day of September 1980.

C. A. Hughes (Seal)

Mary L. Hughes (Seal)

(Seal)

ACKNOWLEDGMENT

BK 1023 715

STATE OF ARKANSAS }
County of Washington } ss.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, C. A. Hughes, Jr. and Mary L. Hughes, husband & wife to me well known as the Grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 5th day of September 19 80.

My Commission expires July 9, 1953

Thelma J. McClard

EXHIBIT "C"

Wang

Type: REAL ESTATE
Kind: WARRANTY DEED
Recorded: 10/14/2022 9:05:54 AM
Fee Amt: $25.00 Page 1 of 3
Washington County, AR
Kyle Sylvester Circuit Clerk

File# 2022-00033692

Please Return To:

Lenders Title Company
3761 N Mall Avenue, Suite 1
Fayetteville AR, 72703
Phone: 479-444-3333
Fax: 479-443-4256

File Number: 22-067213-500

This deed form prepared under the supervision of:
J. Mark Spradley, Attorney at Law
1501 N. University, Suite 155
Little Rock, AR 72202

Transactional data completed by Lenders Title Company

Warranty Deed - Unmarried (Letter).rtf

FOR RECORDER'S USE ONLY

WARRANTY DEED
(UNMARRIED PERSON)

KNOW ALL MEN BY THESE PRESENTS:

That, Sharon Buss-Rosso (erroneously shown of record as Sharron Buss-Russo), an unmarried person, Grantor, for and in consideration of the sum of —TEN AND 00/100— DOLLARS ($10.00)—and other good and valuable consideration in hand paid by Kevin Wang and Lucia Wang, a married couple, Grantee(s), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee(s), and unto their heirs and assigns forever, the following lands lying in the County of Washington and the State of Arkansas to-wit:

A part of the NW1/4 of the NW1/4 of Section 29, Township 16 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: to-wit: Beginning at a set #4 rebar on the West line of said NW1/4 NW1/4, which is S01°40'39"W 925.64 feet from an existing cotton picker spindle in the top of a railroad tie fence corner post marking the NW corner of said NW1/4 NW1/4 and running thence leaving said West line, S88°14'04"E 1318.43 feet to the East line of said NW1/4 NW1/4, thence along said East line, S01°34'50"W 398.27 feet to a set #4 rebar marking the SE corner of said NW1/4 NW1/4, thence along the South line of said NW1/4 NW1/4, N88°16'11"W 1319.10 feet to an existing 2" pipe marking the SW corner of said NW1/4 NW1/4, thence along the West line of said NW1/4 NW1/4, N01°40'39"E 399.02 feet, to the Point of Beginning, containing 12.07 acres, more or less, also known as adjusted Tract B.

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

TO HAVE AND TO HOLD the above described lands unto the Grantee(s) and their heirs and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And I hereby covenant with the Grantee(s) that I will forever warrant and defend the title to the above described lands against all claims whatsoever.

WITNESS my hand and seal on this 13th day of **October, 2022.**

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE OR AGENT: Kevin Wang and Licia Wang

GRANTEE'S ADDRESS: 614 Oriole Drive Springdale, AR 72762

Sharon Buss-Rosso

Sharon Buss-Rosso (aka erroneously shown of record as Sharron Buss-Russo)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day came before me, the undersigned, a notary public within and for the County and State aforesaid, duly commissioned and acting, **Sharon Buss-Rosso (aka erroneously shown of record as Sharron Buss-Russo)**, an unmarried person, to me well known as (or satisfactorily proven to be) the person whose name is subscribed to the foregoing instrument and acknowledged that she had executed the same for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of **October, 2022.**

CHARLES EDWARD YOUNG III
MY COMMISSION # 12402884
EXPIRES: February 9, 2025
Washington County

Notary Public

My commission Expires:

2-9-2025

EXHIBIT "D"

Warden

Type: REAL ESTATE
Kind: WARRANTY DEED
Recorded: 1/7/2020 8:55:23 AM
Fee Amt: $30.00 Page 1 of 4
Washington County, AR
Kyle Sylvester Circuit Clerk

File# 2020-00000533

1916099-131

After recording please return to:
Waco Title Company
2592 S. 48th St.
Springdale, AR 72762

WARRANTY DEED
(LLC)

File #: **1916099-131**

KNOW ALL MEN BY THESE PRESENTS:

That, **Eagle Holdings, LLC**, an Arkansas limited liability company, hereinafter called GRANTOR(S), for and in consideration of the sum of ---ONE AND 00/100--- DOLLAR---($1.00)---and other good and valuable consideration, in hand paid by **Steve Warden and Candy Lynne Warden, husband and wife**, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Steve Warden and Candy Lynne Warden, husband and wife**, hereinafter called GRANTEE(S), and unto his heirs and assigns forever, the following described lands lying in **Washington** County, **Arkansas** to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same unto the said Grantee(s) and unto his heirs and assigns forever, with all appurtenances thereunto belonging. And the Grantor(s) hereby covenants with said Grantee(s) that it will forever warrant and defend the title to the said lands against all claims whatsoever.

Prepared under the supervision of
Brian Blackman, Attorney
2592 S. 48th St.
Springdale, AR. 72762

IN TESTIMONY WHEREOF, the name of the grantor and its seal are hereunto affixed by its duly authorized Member(s)/Manager(s), this 3 **day of** Jan, **20**20**.**

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

GRANTEE OR AGENT: _____

GRANTEE'S ADDRESS: 3784 E. Stoneglass Hill Dr.
Fayetteville, AR 72701

Eagle Holdings, LLC

By: KSDA, Inc., Member

By: Keith Marrs, President

ACKNOWLEDGMENT

STATE OF AR)
) SS.
COUNTY OF Washington)

On this day before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **Keith Marrs** to me personally known or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who stated that he/she is the **President of KSDA, Inc.,** the authorized Member(s)/Manager(s) of **Eagle Holdings, LLC,** an Arkansas limited liability company, and is duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3 day of Jan, 20**20**.

_____
Notary Public

My commission expires:

6/13/23

OFFICIAL SEAL
EMBER CARTER
NOTARY PUBLIC . ARKANSAS
WASHINGTON COUNTY
COMMISSION #12394422
COMMISSION EXP. 06/13/2023

EXHIBIT "A"

A part of the SW 1/4 of the NW 1/4 of Section 29, Township 16 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a set #4 rebar on the South of the NW 1/4 NW 1/4 which is S 01°40'39" W 1324.66 feet and S 88°16'01" E 53.92 feet from an existing cotton picker spindle in the top of a railroad tie fence corner post marking the NW Corner of the NW 1/4 NW 1/4 and running thence leaving said South line S 88°16'01" E 1241.85 feet to the centerline of Ed Edwards Road; thence along said centerline the following: S 03°00'55" W 14.63 feet; S 04°46'36" W 80.80 feet; S 07°10'08" W 61.49 feet; S 12°53'19" W 59.62 feet, along a curve to the right having a radius of 495.12 feet for a chord bearing and distance of S 14°58'48" W 4.97 feet, along a curve to the right having a radius of 495.12 feet for a chord bearing and distance of S 19°09'46" W 67.27 feet, along a curve to the right having a radius of 495.12 feet for a chord bearing and distance of S 23°38'36" W 10.12 feet; S 26°32'07" W 87.19 feet; S 33°58'45" W 124.76 feet; S 39°18'22" W 96.86 feet; S 42°49'30" W 91.27 feet; S 45°35'44" W 56.94 feet; thence leaving said road centerline N 52°48'13" W 1145.69 feet to the Point of Beginning, containing 10.36 acres, more or less.

AND: A part of the SW 1/4 of the NW 1/4 of Section 29, Township 16 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an existing 2" pipe marking the NW Corner of said SW 1/4 NW 1/4 which is S 01°40'39" W 1324.66 feet from an existing cotton picker spindle in the top of a railroad tie fence corner post marking the NW Corner of the NW 1/4 NW 1/4 of said Section 29 and running thence along the North line of the SW 1/4 NW 1/4 S 88°16'01" E 53.92 feet to a set #4 rebar; thence leaving said North line S 52°48'13" E 1145.69 feet to the centerline of Ed Edwards Road; thence along said road centerline the following: S 45°35'44" W 34.67 feet; S 45°15'07" W 129.58 feet; S 31°36'29" W 38.66 feet; thence leaving said road centerline N 88°24'39" W 849.40 feet to the west line of said SW 1/4 NW 1/4; thence along said West line N 01°22'18" E 819.35 feet, to the Point of Beginning containing 11.12 acres, more or less.

LESS AND EXCEPT: A part of the SW 1/4 of the NW 1/4 of Section 29, Township 16 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a set #4 rebar on the West line of said SW 1/4 of the NW 1/4 which is N 01°22'18" E 500.00 feet from an existing aluminum monument (PLS #1532) marking the SW corner of said SW 1/4 of the NW 1/4 and running thence along the West line of said SW 1/4 of the NW 1/4, N 01°22'18" E 160.00 feet; thence leaving said West line, S 89°20'35" E 7.22 feet to an existing fence line; thence along said fence line, S 01°48'39" E 41.62 feet; thence continuing along said fence line, S 01°43'52" W 118.56 feet; thence leaving said fence line, N 88°24'39" W 8.79 feet to the Point of Beginning, containing 0.03 acres, more or less.

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

EXHIBIT "E"

Durning

THIS INSTRUMENT WAS PREPARED BY:
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
ATTORNEYS AT LAW
425 WEST CAPITOL, SUITE 1800
LITTLE ROCK, ARKANSAS 72201-3525

Doc ID: 018629110002 Type: REL
Kind: WARRANTY DEED
Recorded: 06/10/2019 at 01:15:18 PM
Fee Amt: $20.00 Page 1 of 2
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2019-00016610

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, **Jerry R. Durning** and **Shirley M. Durning**, husband and wife, GRANTORS, for and in consideration of the sum of Ten and No/100 dollars ($10.00) and other valuable consideration, in hand paid by **Jerry R. Durning** and **Shirley M. Durning, Trustees of The Jerry and Shirley Durning Revocable Trust** u/a/d November 13, 2006, GRANTEES, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantees, and unto their successors and assigns forever, all of the Grantors' right, title and interest in and to the following lands lying in Washington County, Arkansas:

> Part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 30 in Township 16 North of Range 29 West, described as follows: Beginning at the Southeast corner of said 20 acre tract, and running thence North 420 feet; thence West 420 feet; thence South 420 feet; thence East 420 feet to the point of beginning, containing 4 acres, more or less.
>
> Also a 20 foot easement along the South line of the said North half of the Southeast Quarter of the Northeast Quarter for roadway purposes, beginning at the West line of the above described four acre tract and running West to the West line of said 20 acre tract.
>
> Subject to all liens and encumbrances of record.

TO HAVE AND TO HOLD the same unto the said Grantees and unto their successors and assigns forever with all appurtenances thereunto belonging.

And we hereby covenant with the said Grantees that we will forever warrant and defend the title to the said lands against all lawful claims or encumbrances whatever.

And we, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantees, and unto their successors and assigns, all of our right and possibility of dower, curtesy and homestead in and to the said lands.

WITNESS our hands on this 4th day of June, 2019.

Jerry R. Durning

Jerry R. Durning

Shirley M. Durning

Shirley M. Durning

STATE OF ARKANSAS)
) ss.
COUNTY OF Washington)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned and acting, came **Jerry R. Durning** and **Shirley M. Durning**, to me well known as the Grantors in the foregoing deed, and stated that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

And Grantors declared that they had, of their own free wills, executed said instrument and signed and sealed the relinquishment of dower, curtesy and homestead therein for the consideration and purposes therein contained and set forth, without compulsion or undue influence of the other.

WITNESS my hand and official seal this 4th day of June, 2019.

Mary Barnard

Notary Public

My Commission Expires:

08/10/2025

(SEAL)

MARY BARNARD
Notary Public - Arkansas
Washington County
Commission # 12695208
My Commission Expires Aug 10, 2025

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

Jerry R Durning

Grantee or Grantee's Agent

Grantee's address: 2600 Hunt Lane
Fayetteville, AR 72701

Doc ID: 011187160003 Type: REL
Recorded: 05/25/2007 at 04:03:09 PM
Fee Amt: $14.00 Page 1 of 3
Washington County, AR
Bette Stamps Circuit Clerk
File 2007-00020041

THIS INSTRUMENT WAS PREPARED BY:
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
ATTORNEYS AT LAW
425 WEST CAPITOL, SUITE 1800
LITTLE ROCK, ARKANSAS 72201-3525

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT I, **Shirley M. Durning**, a married, GRANTOR, for and in consideration of the sum of Ten and No/100 dollars ($10.00) and other valuable consideration, in hand paid by **Jerry R. Durning** and **Shirley M. Durning,** Trustees of the Jerry and Shirley Durning Revocable Trust, GRANTEES, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantees, and unto their successors and assigns forever, all of the Grantor's right, title and interest in and to the following lands lying in Washington County, Arkansas:

A part of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30) in Township Sixteen (16) North, Range Twenty-Nine (29) West of the 5th P.M., being more particularly described as follows, to-wit: Commencing at the Southeast corner of said twenty (20) acre tract; thence North four hundred and twenty (420) feet for a point of beginning; thence West four hundred and twenty (420) feet; thence South three hundred and ninety-five feet; thence West nine hundred (900) feet to the West line of said twenty (20) acre tract; thence North along the West line of said twenty (20) acre tract to a point which is three hundred seventy-two and seventy-two hundredths (372.72) feet South of the Northwest corner of said twenty (20) acre tract; thence East one hundred and ninety-four (194) feet; thence North one hundred and sixty-four (164) feet; thence East one hundred and nineteen and five hundredths (119.05) feet; thence North two hundred and eight and seventy-two hundredths (208.72) feet to the North line of said twenty (20) acre tract; thence East along the North line of said twenty (20) acre tract to the Northeast corner of said twenty (20) acre tract; thence South along the East line of said twenty (20) acre tract to the point of beginning, containing in all 12.79 acres, more or less, subject to the following:

1. A blanket right-of-way grant to the Arkansas Western Gas Company, dated June 27, 1950 and recorded in Deed Record Book 428 at Page 192.

2. A blanket right-of-way grant to Ozarks Electric Cooperative Corporation filed for record July 9, 1976 and recorded in Deed Record Book 909 at Page 828 thereof.

3. An Oil and Gas Lease dated November 18, 1985 to Dunsmoor Oil & Gas Properties, and subsequently assigned to Ross Explorations, Inc., and thereafter to War Eagle Oil & Gas Company.

4. The right-of-way of an existing paved county road (commonly known as Hunt Lane along the western boundary of said twenty (20) acre tract).

This conveyance is subject to the life estate of Clarence H. Eans and Pauline Eans, reserved in a Warranty Deed recorded on December 10, 1987 in Book 1987, Page 822, in the real estate records of Washington County, Arkansas.

Subject to all liens and encumbrances of record.

TO HAVE AND TO HOLD the same unto the said Grantees and unto their successors and assigns forever with all appurtenances thereunto belonging.

And I hereby covenant with the said Grantees that I will forever warrant and defend the title to the said lands against all lawful claims or encumbrances whatever.

And Grantor and **Jerry R. Durning**, her husband, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantees, and unto their successors and assigns, all of our right and possibility of dower, curtesy and homestead in and to the said lands.

WITNESS our hands on this 25 day of May, ~~2006.~~ 2007

Shirley M. Durning

Shirley M. Durning

Jerry R. Durning

Jerry R. Durning

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned and acting, came **Shirley M. Durning**, to me well known as the Grantor in the foregoing deed, and **Jerry R. Durning**, her husband, and stated that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

And Grantor and **Jerry R. Durning**, her husband, declared that they had, of their own free wills, executed said instrument and signed and sealed the relinquishment of dower, curtesy and homestead therein for the consideration and purposes therein contained and set forth, without compulsion or undue influence of the other.

WITNESS my hand and official seal this 25 day of May, ~~2006.~~ 2007

Gary Robertson
Notary Public

My Commission Expires:

8-1-2010
(S E A L)

GARY ROBERTSON NOTARY PUBLIC PULASKI CO. ARKANSAS

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

Shirley M Durning Jerry R Durning
Grantee or Grantee's Agent

Grantee's address: 2550 HUNT LN
FAYETTEVILLE, AR
72701

1006903.1

EXHIBIT "F"

Farkas/Gregory

Doc ID: 017748870002 Type: REL
Kind: QUITCLAIM DEED
Recorded: 11/21/2017 at 04:16:04 PM
Fee Amt: $20.00 Page 1 of 2
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2017-00035493

QUITCLAIM DEED
(MARRIED PERSON)

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Richard Bruce Farkas, Grantor, a married person, for and in consideration of the sum of Ten Dollars ($10.00), paid by Carol Lynn Gregory, my wife, Grantee, the receipt of which is hereby acknowledged, do hereby grant, convey and quitclaim unto Richard Bruce Farkas and Carol Lynn Gregory, Husband and Wife Grantees, and unto Grantees' successors and assigns forever, all of my right, title, interest, equity and estate in and to the following lands lying in the County of Washington, State of Arkansas:

> Part of the South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 30, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of said S/2 of the SE/4 of the NE/4, thence South 00°00'41" West 347.16 feet; thence South 79°42'25" East 433.66 feet to the Point of Beginning; thence South 79°42'25" East 907.92 feet to the East line of said S/2 of the SE/4 of the NE/4; thence North 00°00'49" East 584.10 feet along said East line; thence North 89°52'46"West 817.03 feet along the north line of said S/2 of the SE/4 of the NE/4; thence South 10°13'38" West 430.43 feet to the Point of beginning, containing 9.96 acres, more or less, and subject to any easements of record or not of record. And an easement over and across the following described lands, to-wit: Part of the S/2 of the SE/4 of the NE/4 of Section 30, Township 16 North, Range 29 West, Washington County, Arkansas; being more particularly described as follows: Commencing at the NW corner of said S/2 of the SE/4 of the NE/4, thence S01°00'41" W 347.16 feet, thence S 79°42'25" E 433.66 feet to the point of beginning, thence N10°13'38" E 60.00 feet, thence N 79°42'25" W 444.47 feet, thence S0°00'41" W 60.98 feet, thence S79°42'25" E 433.66 feet to the point of beginning.

To have and to hold the same unto the said Grantees, and unto Grantees' successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

WITNESS my hand and seal this 20th day of November, 2017.

Richard Bruce Farkas, Grantor

ACKNOWLEDGMENT

STATE OF ARKANSAS §
§

COUNTY OF WASHINGTON §

On this 20 day of November, 2017, the above signatory, Richard Bruce Farkas, (known to or satisfactorily proven to me to be the same) personally appeared before me, a duly commissioned Notary Public, and personally executed this writing before me, acknowledging that he freely did same for the purposes stated in this writing.

Kenneth (Wayne) Carter
Notary Public

My commission expires:
11-20-2024

KENNETH WAYNE CARTER
Notary Public - Arkansas
Washington County
Commission # 12401519
Commission EXP. 11/20/2024

Type: REAL ESTATE
Kind: WARRANTY DEED
Recorded: 1/27/2017 2:50:41 PM
Fee Amt: $25.00 Page 1 of 3
Washington County, AR
Kyle Sylvester Circuit Clerk

After recording please return to:
Waco Title Company
6815 Isaac's Orchard Rd, Ste D
Springdale, AR 72762

File# 2017-00002726

WARRANTY DEED
(TRUSTEE)

File #: **1613190-103**

KNOW ALL MEN BY THESE PRESENTS:

That, **Victoria G. Mayo, Trustee of the Victoria G. Mayo Revocable Trust u/t/d October 1, 2001**, hereinafter called GRANTOR, for and in consideration of the sum of ---ONE AND 00/100--- DOLLARS---($1.00)---and other good and valuable consideration in hand paid by **Richard B. Farkas and Carol L. Gregory, husband and wife**, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Richard B. Farkas and Carol L. Gregory, husband and wife**, hereinafter called GRANTEE(S), and unto their heirs and assigns forever, the following lands lying in **Washington** County, **Arkansas** to-wit:

Waco 1613190-103

Part of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 16 North, Range 29 West, Washington County, Arkansas being more particularly described as follows: Beginning at the Northwest corner of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, thence South 00° 00' 41" West 347.16 feet, thence South 80° 41' 34" East 433.72 feet, thence North 10° 13' 38" East 422.97 feet, thence North 89° 52' 46" West 503.04 feet to the point of beginning, containing 4.11 acres more or less, and subject to the Right-of-Way of Washington County Road 169 along the West side of the property and a 60 foot wide easement for ingress and egress along and parallel to the South line of the property.

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

TO HAVE AND TO HOLD the same unto the said Grantee(s) and unto their heirs and assigns forever, with all appurtenances thereunto belonging. And the Grantor hereby covenant with said Grantee(s) that the Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

Prepared under the supervision of
Brian Blackman, Attorney
6815 Isaac's Orchard Road
Springdale, AR. 72762

WITNESS my hand and seal on this 20 day of January, 2017.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

The Victoria G. Mayo Revocable Trust u/t/d October 1, 2001

GRANTEE OR AGENT: Richard B. Farkas & Carol L. Gregory

GRANTEE'S ADDRESS: 2748 S. Hunt Lane
Fayetteville, AR 72701

By: Victoria G. Mayo, Trustee

ACKNOWLEDGMENT

STATE OF Arkansas)
) SS.
COUNTY OF Washington)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, and appeared in person the within named **Victoria G. Mayo, Trustee of the Victoria G. Mayo Revocable Trust u/t/d October 1, 2001,** known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and stated that she was duly authorized in such capacity to execute the foregoing Warranty Deed by Trustee for and in the name and behalf of said Trust, and further stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of January, 2017.

Notary Public

My commission expires:
9-22-21

JOEL HERNANDEZ
COMM. NO. 12384453
NOTARY PUBLIC
COMM. EXP. 09/22/2021
WASHINGTON COUNTY, AR

EXHIBIT "G"

Hamm

Type: REAL ESTATE
Kind: QUITCLAIM DEED
Recorded: 4/23/2019 10:23:18 AM
Fee Amt: $25.00 Page 1 of 3
Washington County, AR
Kyle Sylvester Circuit Clerk

File# 2019-00011242

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Debbie Jean Boyce, David Doyne Hamm, and Sandra Jeanne Hamm also known as Sandra Hamm Martini, hereafter Grantor whether one or more, for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, in hand paid by Hamm Land & Cattle LLC, an Arkansas limited liability company, Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, convey, and quitclaim unto the said Grantee, and unto Grantee's successors and assigns forever, all of Grantor's interest in and to the following lands, located in Washington County, Arkansas to-wit:

> The fractional Northwest Quarter of the Northwest Quarter (Frl. NW ¼ of the NW ¼) and the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼); and the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼); and 19 rods of equal and uniform width off the North side of the Fractional Southwest Quarter of the Northwest Quarter (Frl. SW ¼ of NW ¼); all in Section Thirty (30) in Township Sixteen (16) North of Range Twenty-nine (29) West, and containing in all 149.97 acres, more or less.
>
> (Legal description provided to Scrivener by Grantor.)

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever with all appurtenances thereunto belonging.

This instrument prepared by:
Coleman Taylor PLLC
Attorney at Law
P.O. Box 8068
Fayetteville, AR 72703

David Doyne Hamm

ACKNOWLEDGMENT

OFFICIAL SEAL
DAVID J HARRELSON
NOTARY PUBLIC . ARKANSAS
WASHINGTON COUNTY
COMMISSION #12386786
COMMISSION EXP. 04/15/2022

STATE OF ARKANSAS

COUNTY OF WASHINGTON

On this day before the undersigned, a notary public, duly qualified and acting in and for the county and state aforesaid, personally appeared David Doyne Hamm, to me well known to be the person whose name appears as Grantor in the foregoing instrument, and stated that he had executed the same for the consideration, uses, and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this 16th day of April 2019.

Notary Public

My commission expires: 04/15/2022
(Seal)

Sandra Jeanne Hamm, also known as Sandra Hamm Martini

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

On this day before the undersigned, a notary public, duly qualified and acting in and for the county and state aforesaid, personally appeared Sandra Jeanne Hamm also known as Sandra Hamm Martini, to me well known to be the person whose name appears as Grantor in the foregoing instrument, and stated that she had executed the same for the consideration, uses, and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this 19th day of April 2019.

Notary Public

My commission expires: 6-30-2028
(Seal)

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. (NO TAX DUE).

Grantee or Grantee's Agent
Grantee's Mailing Address:
2395 S. Hunt Lane
Fayetteville, AR 72701

BARRI TULGETSKE
Notary Public-Arkansas
Washington County
My Commission Expires 06-30-2028
Commission # 12704546

WITNESS our hands and seals this 15 day of APRIL 2019.

Debbie Jean Boyce

Debbie Jean Boyce

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BEXAR

On this day before the undersigned, a notary public, duly qualified and acting in and for the county and state aforesaid, personally appeared Debbie Jean Boyce, to me well known to be the person whose name appears as Grantor in the foregoing instrument, and stated that she had executed the same for the consideration, uses, and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this 15 day of APRIL 2019.

Dorothy Janelle Mundine

Notary Public

My commission expires: AUGUST 30, 2020
(Seal)

DOROTHY JANELLE MUNDINE
Notary Public
STATE OF TEXAS
ID#[illegible]
My Comm. Exp. Aug. 30, 2020

Washington County, AR
I certify this instrument was filed on
4/23/2019 10:23:18 AM
and recorded in REAL ESTATE

File# 2019-00011242
Kyle Sylvester - Circuit Clerk

Type: REAL ESTATE
Kind: QUITCLAIM DEED
Recorded: 4/26/2023 11:00:29 AM
Fee Amt: $25.00 Page 1 of 3
Washington County, AR
Kyle Sylvester Circuit Clerk

File# 2023-00010239

QUITCLAIM DEED (LLC)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Hamm Land & Cattle LLC, an Arkansas limited liability company, Grantor, for and in consideration of the sum of ten and no/100 dollars ($10.00) and other good and valuable consideration, in hand paid by David D. Hamm, Trustee, **David D. Hamm Revocable Trust Under Declaration Dated April 19, 2018**, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, convey, and quitclaim unto the said Grantee, and unto Grantee's heirs, successors and assigns forever, all of Grantor's interest in and to the following lands, located in Washington County, Arkansas, to-wit:

Part of the Southwest Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Sixteen (16) North, Range Twenty-Nine (29) West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Southeast corner of said 40-acre tract, said point being in Hunt Lane; thence along said Lane North, 296.18 feet; thence leaving said Lane West, 441.21 feet; thence South, 296.18 feet; East, 441.21 feet to the point of beginning and containing 3 acres, more or less and subject to that portion which lies in Hunt Lane on the East side.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's heirs, successors and assigns forever with all appurtenances thereunto belonging.

This instrument prepared by

Coleman Taylor PLLC
Attorney at Law
P O Box 8068
Fayetteville AR 72703

WITNESS our hands and seals on this 26 day of April, 2023.

Hamm Land & Cattle LLC

DAVID DOYNE HAMM, MANAGER

SANDRA J. HAMM MARTINI, MANAGER

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

In said County and State, on this day, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **David Doyne Hamm and Sandra J. Hamm Martini,** to me personally known (or satisfactorily proven), who stated that they are the **Managers of Hamm Land & Cattle LLC, an Arkansas limited liability company**, and are duly authorized in their capacities to execute and deliver the foregoing instrument for and in the name and behalf of said Grantor, and further stated and acknowledged that he has so signed, executed, and delivered said instrument in the capacity and for the consideration, uses, and purposes therein mentioned and set forth.

In witness whereof, I hereunto set my hand and seal on this 26 day of April, 2023.

My commission expires: 12/30/31
(Seal)

COLEMAN TAYLOR, Notary Public
MY COMMISSION # 12385549
EXPIRES: December 30, 2031
Washington County

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. (NO TAX DUE).

Grantee or Grantee's Agent
Grantee's Mailing Address:
2395 S. Hunt Lane
Fayetteville, AR 72701

EXHIBIT "H"

Maps

Planning Commission
February 12, 2024

County Disclaimer: These maps were created by Washington County using data created or acquired by its Assessor's office, Dept. of Emergency Management, and Road Department and in accordance with Arkansas Code 15-21-502 (2) (B), which states "The digital cadastre manages and provides access to cadastral information. Digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre." and Arkansas Code 15-21-502 (6) which indicates that "Digital cadastre' means the storage and manipulation of computerized representations of parcel maps and linked databases." These maps have been developed from the best available sources. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed. In no event shall said Washington County be liable for direct, indirect, incidental, consequential or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use of or reliance on the maps. The parcel lines shown are considered a graphical representation of the actual boundaries. Washington County is in no way responsible for or liable for any misrepresentation or re-use of these maps. Distribution of these maps are intended for informational purposes and should not be considered authoritative for engineering, legal and other site-specific uses.

Planned Street

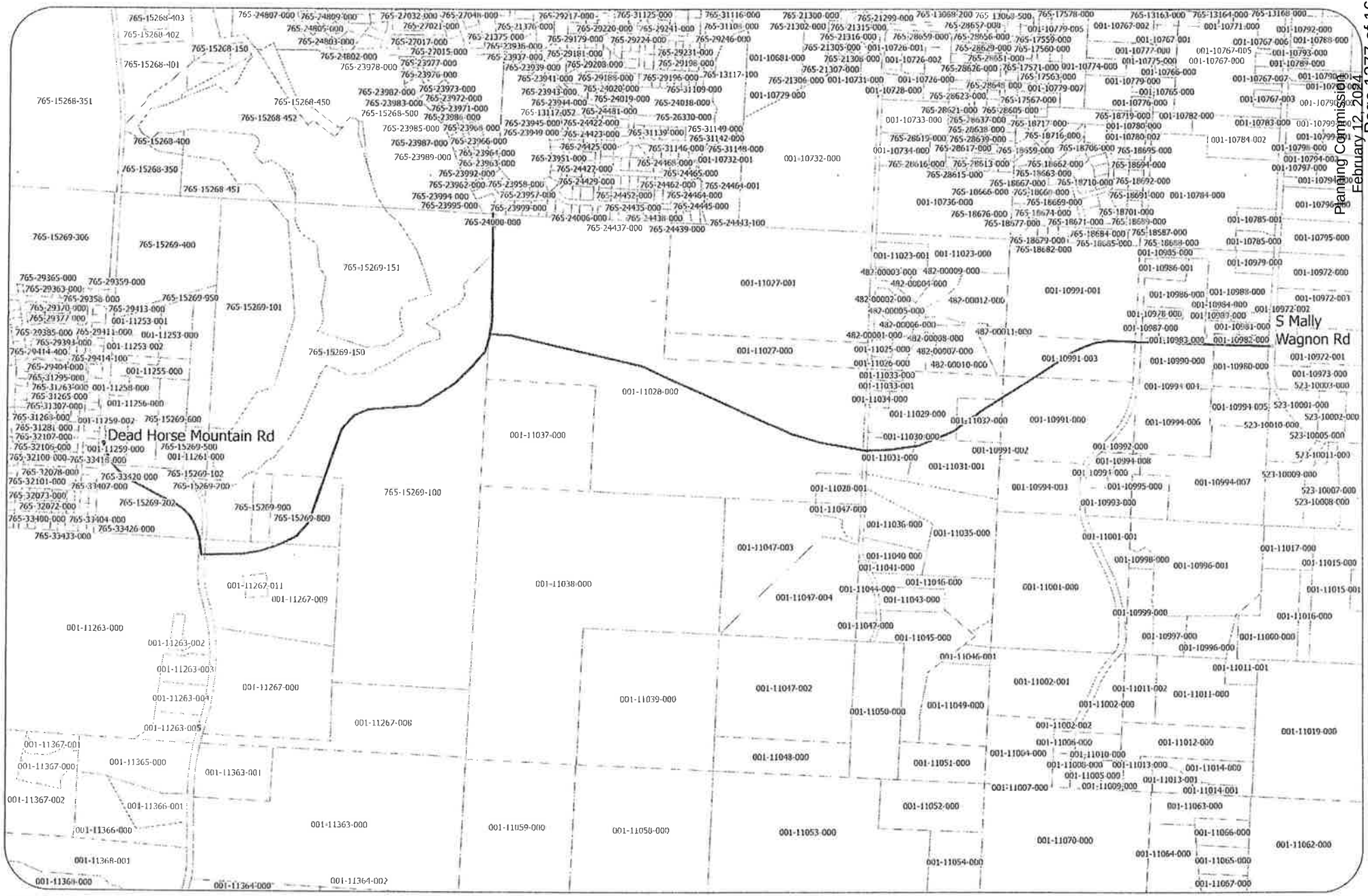
Parcels

0 0.04 0.09 0.18 0.27 0.36

Miles

N

Date Printed: 12/13/2023



County Disclaimer: These maps were created by Washington County using data created or acquired by its Assessor's office, Dept. of Emergency Management, and Road Department and in accordance with Arkansas Code 15-21-502 (2) (B), which states "The digital cadastre manages and provides access to cadastral information. Digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre." and Arkansas Code 15-21-502 (6) which indicates that "Digital cadastre' means the storage and manipulation of computerized representations of parcel maps and linked databases." These maps have been developed from the best available sources. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed. In no event shall said Washington County be liable for direct, indirect, incidental, consequential or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use of or reliance on the maps. The parcel lines shown are considered a graphical representation of the actual boundaries. Washington County is in no way responsible for or liable for any misrepresentation or re-use of these maps. Distribution of these maps are intended for informational purposes and should not be considered authoritative for engineering, legal and other site-specific uses.

Date Printed: 12/7/2023

EXHIBIT "I"

Wang Request to City

To whom it may concern:

I am writing to you to request the review and removal or modification of a future residential link that passes through a parcel of land that I currently own and am attempting to sell. Please reference the attached survey (uploaded as supplemental information) for parcel ID 001-10991-103, address listed as 2277 Ed Edwards Rd, Fayetteville, AR 72701. The survey shows the future residential link in "Tract B", which is the parcel of land I own.

From reviewing the "City Plan 2040" document, the "Residential Link Street" design of 52' of right of way access would affect the majority of any construction plans for this piece of land (home construction, neighborhood development). There have already been several potential buyers that have brought this issue up and wanted additional guarantees from my end to state that a road would not be built, which of course I am unable to provide.

While I understand this residential link has no immediate dates of construction, in my request I would like to understand any available options that could lead to removing this link from the master road plan. Or alternatively, any possible modifications to this residential link that would improve my chances to sell this property and reassure any future owners that their designs for the land will not be impacted.

Thank you for your time and considering this request,

Kevin Wang

515-556-2433

wangkisu@gmail.com

Supplemental Information for amendment ADM-2023-0041

Primary request is for the removal of the residential link that goes through parcel listed in ADM-2023-0041. However, if removal is not able to be approved, **Exhibit B** shows a proposed alternate route of the residential link compared with how it is currently laid out on the parcel (**Exhibit A**). In addition, a request for the design of the residential link to be the "Alternative Residential Link Street (Local)" design, (pg. 143, City Plan 2040 document) instead of the "Residential Link Street (Local)" design (pg. 142, City Plan 2040 document).

If that alternative route is not possible, I am open to other alternative routes that will help minimize the residential link getting in the way of future construction on the property (home, septic fields, farm use, etc.). This would still help alleviate potential buyer concerns if/when this residential link is to be built.

Exhibit C shows the contingency requested from a potential buyer requesting the sale be dependent on removing the proposed road from the 2040 Master Street Plan. Realtor clarified the "feasibility study" being their attempt to propose an amendment to the city. Similar requests have been brought up by potential buyers asking for documentation stating that the residential link will not be built in the future, which is not feasible.

This is mainly to show the added difficulty in selling this property due to the concerns of this residential link.

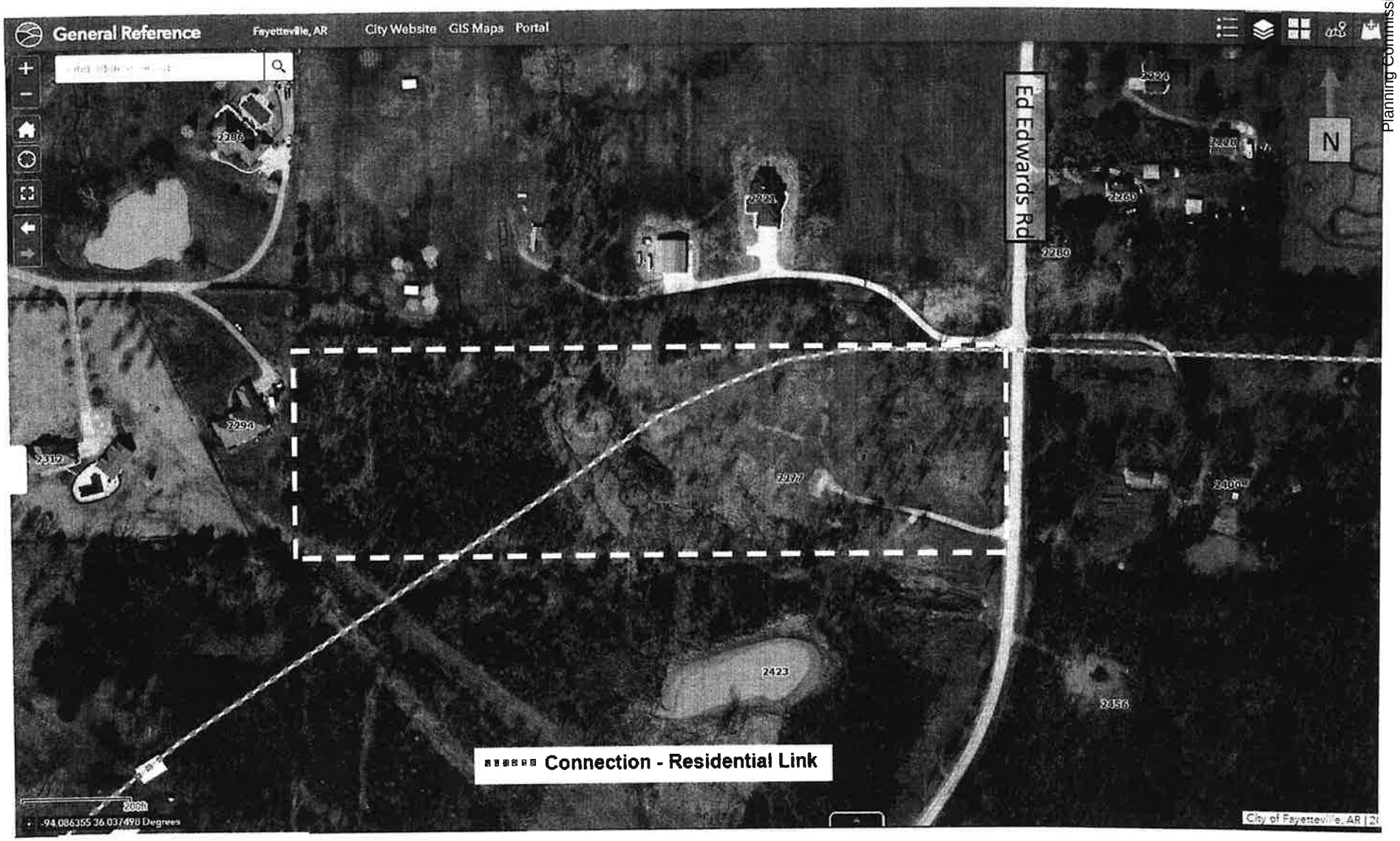


Exhibit A Screenshot from GIS map with layer showing the existing City Plan 2040 Master Street Plan at 2277 S Ed Edwards Rd

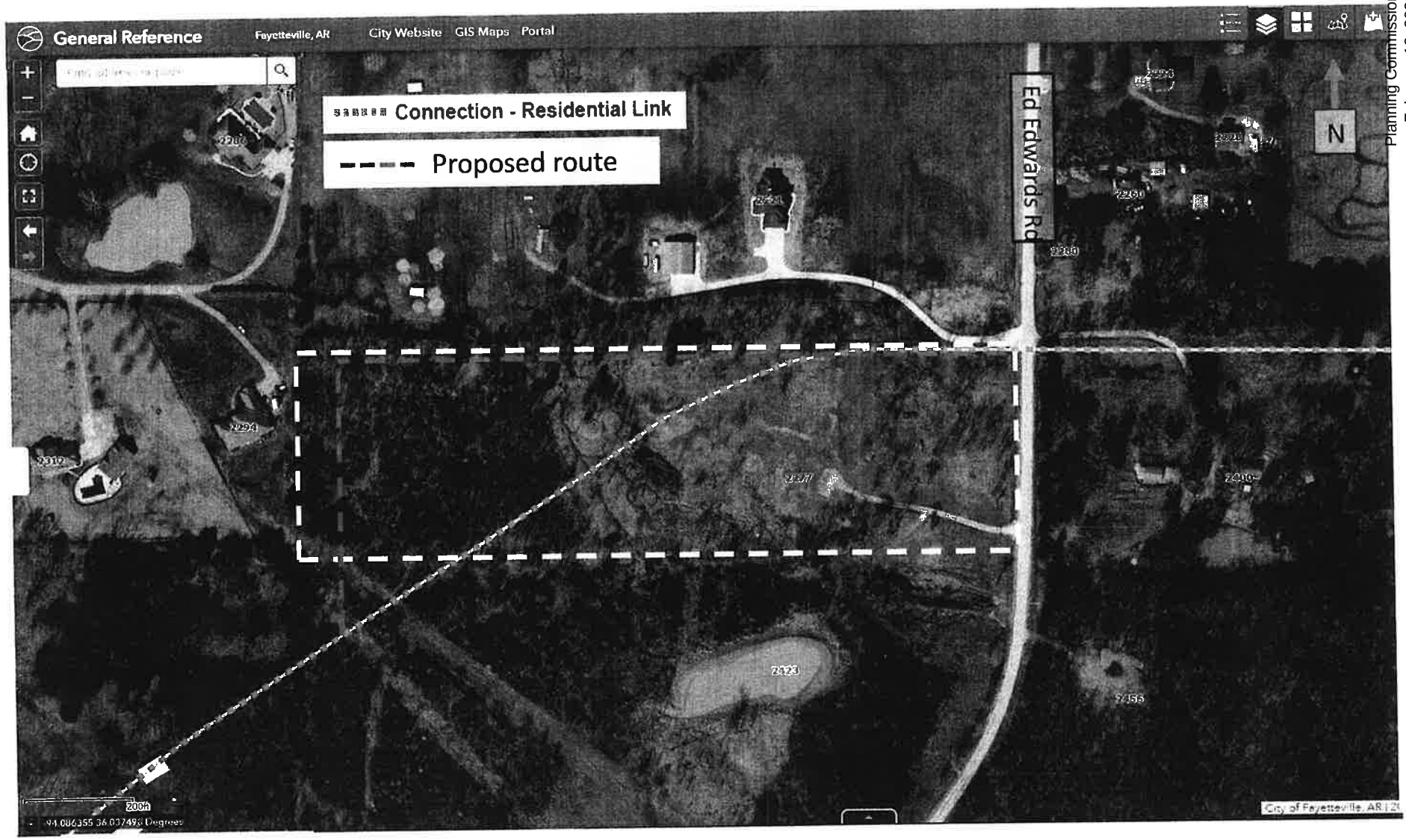
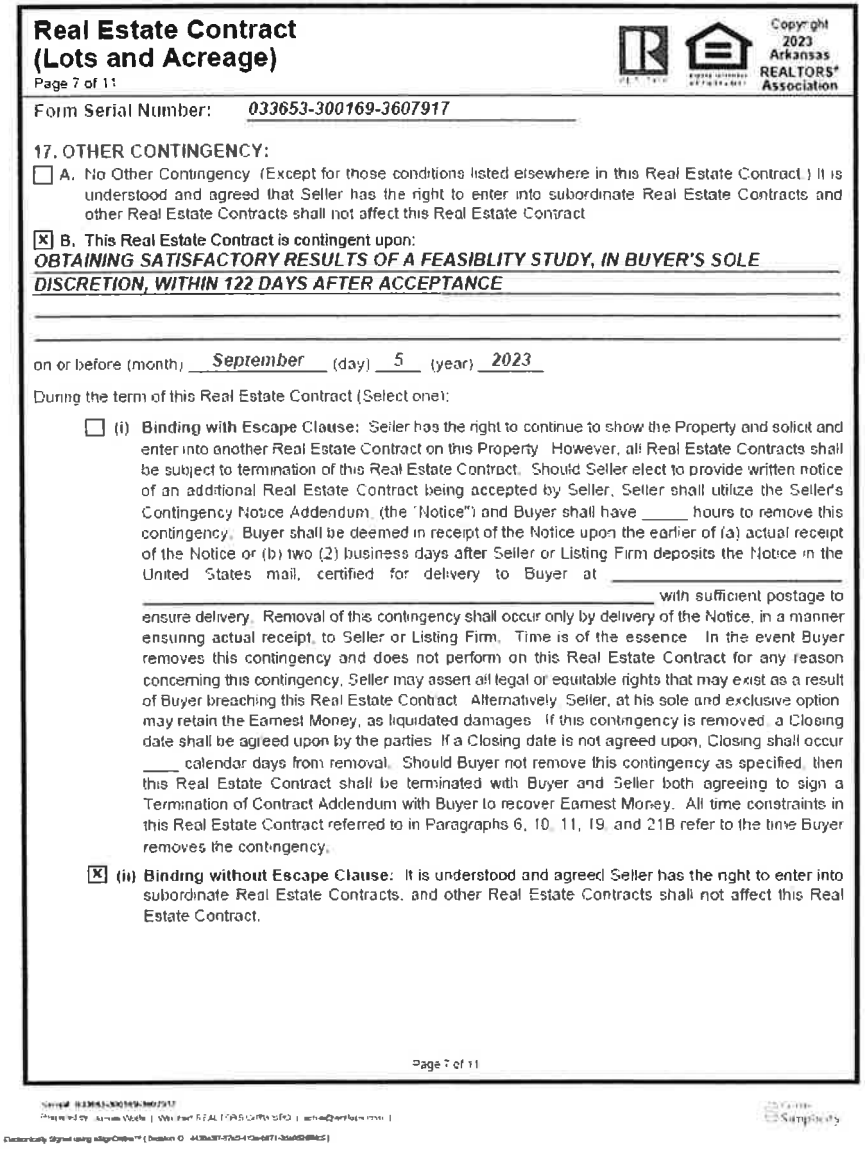


Exhibit B Proposed re-route of Residential Link if not able to be removed from the Master Street Plan

Exhibit C

Example of recent offer from potential buyer adding in a contingency concerning the residential link



Real Estate Contract (Lots and Acreage)

Page 7 of 11

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Form Serial Number: *033653-300169-3607917*

17. OTHER CONTINGENCY:

☐ A. No Other Contingency (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed that Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

☒ B. This Real Estate Contract is contingent upon:
OBTAINING SATISFACTORY RESULTS OF A FEASIBLITY STUDY, IN BUYER'S SOLE DISCRETION, WITHIN 122 DAYS AFTER ACCEPTANCE

on or before (month) *September* (day) *5* (year) *2023*

During the term of this Real Estate Contract (Select one):

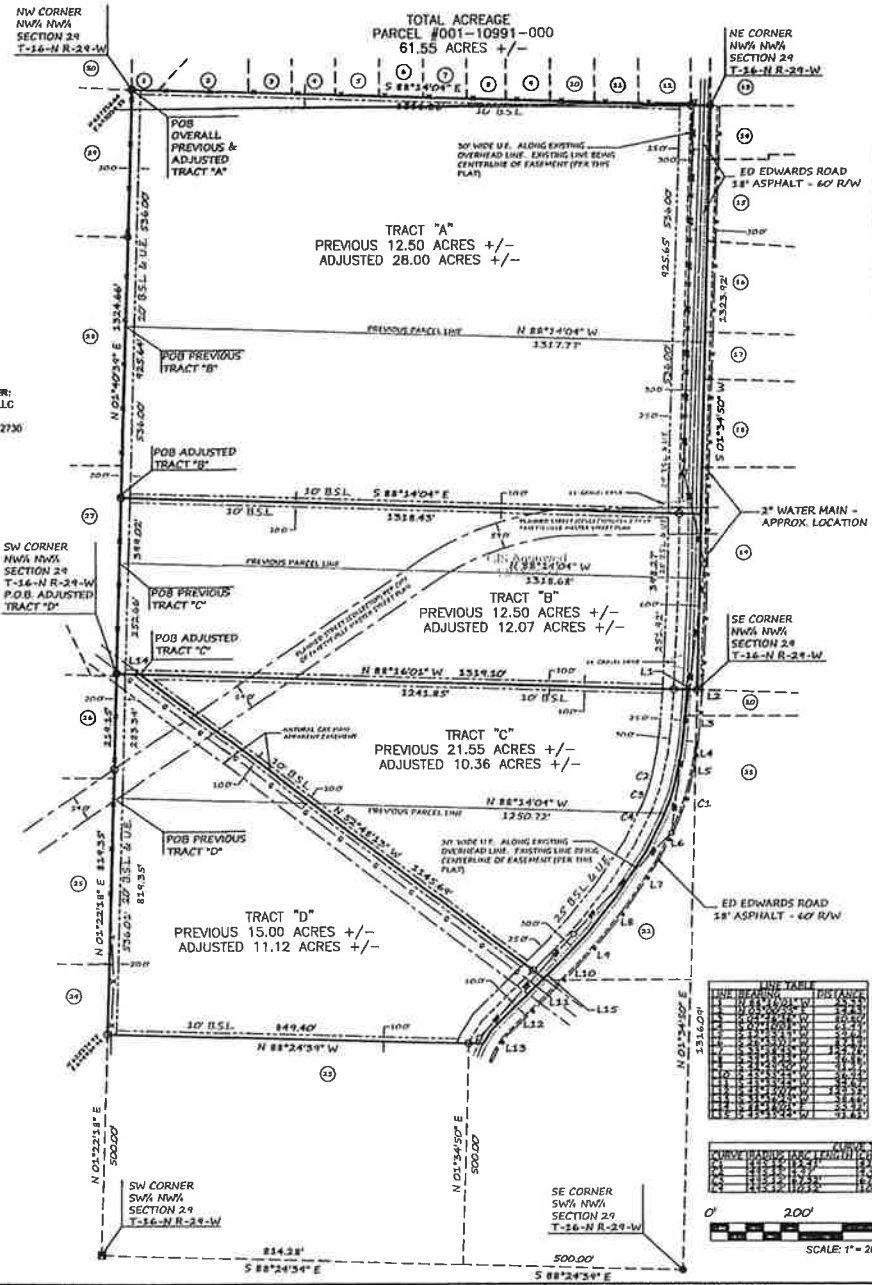
☐ (i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the Seller's Contingency Notice Addendum (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of the Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes this contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller, at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur ____ calendar days from removal. Should Buyer not remove this contingency as specified, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 6, 10, 11, 19, and 21B refer to the time Buyer removes the contingency.

☒ (ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts, and other Real Estate Contracts shall not affect this Real Estate Contract.

Page 7 of 11

Serial: 033653-300169-3607917
Powered by airSlate | Verified by REAL ESTATE CONTRACTS | admin@arkansasrealtors.com
Electronically Signed using eSignOnline™ (Session ID: 443ba387-92d3-41ce-b871-35a858f8fd25)
SimpliSafe

CORRECTED SURVEY: CORRECTED THE LEGAL DESCRIPTION FOR ADJUSTED TRACT "D" AS PER THE APPROVED FILED PROPERTY LINE ADJUSTMENT RECORDED IN 2018-00022446



SURVEYOR'S NOTES:

THIS IS A TRACT SPLIT SURVEY OF A PARCEL OF LAND AS PER DEED BOOK 92, PAGE 18878 ON FILE IN THE COURTHOUSE OF WASHINGTON COUNTY, ARKANSAS.

LAST SITE VISIT:
MARCH 30, 2018

BASIS OF BEARING:
GPS OBSERVATION - GEODETIC NORTH

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED IN BOOK 2005 AT PAGE 56184
2) PLAT OF SURVEY FILED IN BOOK 2003 AT PAGE 22713
3) PLAT OF SURVEY FILED IN BOOK 2004 AT PAGE 36398
4) PLAT OF SURVEY FILED IN BOOK 2008 AT PAGE 11305
5) PLAT OF SURVEY FILED IN BOOK J3 AT PAGE 126
6) PLAT OF SURVEY FILED IN BOOK 2005 AT PAGE 62422
7) PLAT OF SURVEY FILED IN BOOK 2014 AT PAGE 18178
8) PLAT OF SURVEY FILED IN BOOK G AT PAGE 503
9) PLAT OF SURVEY FILED IN BOOK J3 AT PAGE 80
10) FINAL PLAT OF WATKINS SUBDIVISION FILED IN PLAT BOOK J3 AT PAGE 30
11) FINAL PLAT OF SEQUOYAH MEADOWS SUBDIVISION
12) QUITCLAIM DEED FILED IN BOOK 82 AT PAGE 19678
13) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT #20140801002
14) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT #20131205002
15) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT #20150710030
16) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT #20180903007

CITY PLAT PAGE:
649

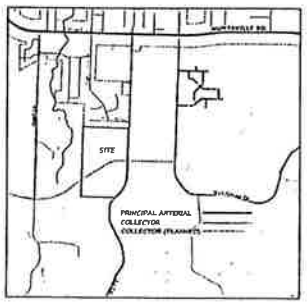
ZONING:
CITY OF FAYETTEVILLE PLANNING

BUILDING SETBACKS:
FRONT 25FT
SIDE 10FT
REAR 20FT

FLOOD INFORMATION:
BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE "A" OR "AE" OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM (NFIP). PER THE FLOOD INSURANCE RATE MAP (FIRM) #05143C0240F DATED APRIL 02, 2008

ADJACENT PROPERTY OWNERS:
1) RILEY, FFI IX TANNER & THELMA C REVOCABLE LIVING TRUST, 5127 E MILO WAY, ZONING RSF-4 FAYETTEVILLE, AR 72701-0918, PARCEL: #765-18677-000, ZONING RSF-4
2) KIRCH, PAMELA R, 5145 E MILO WAY FAYETTEVILLE, AR 72701 PARCEL: #765-18678-000, ZONING RSF-4
3) LAMOONE, C LANCE & TRISH G, P O BOX 171 FAYETTEVILLE, AR 72702, PARCEL: #765-18679-000, ZONING RSF-4
4) HUDSON, KAREN DIANE, 5193 E MILO WAY FAYETTEVILLE, AR 72701, PARCEL: #765-18680-000, ZONING RSF-4
5) MILLER, JAMES K & BETTIE GALE, 5217 E MILO WAY FAYETTEVILLE, AR 72701, PARCEL: #765-18681-000, ZONING RSF-4
6) RHODEN, WILLIAM H III & KATHERINE, 5239 E MILO WAY FAYETTEVILLE, AR 72701, PARCEL: #765-18682-000, ZONING RSF-4
7) HUDSON, ROBERT G & KIMBERLY Y, 5263 E MILO WAY FAYETTEVILLE, AR 72701, PARCEL: #765-18683-000, ZONING RSF-4
8) BENCE, LOUIS P & MEDA D, 5285 E MILO WAY FAYETTEVILLE, AR 72701, PARCEL: #765-18684-000, ZONING RSF-4
9) ARDUTI LEE, JESUS & MARTHA F, 5309 E MILO WAY FAYETTEVILLE, AR 72701, PARCEL: #765-18685-000, ZONING RSF-4
10) COGGINS, JOAN, 5331 E MILO WAY FAYETTEVILLE, AR 72701-6921, PARCEL: #765-18686-000, ZONING RSF-4
11) ZURGA, ROBERT TYLER & JANELLE WALLIS, 5335 E MILO WAY FAYETTEVILLE, AR 72701, PARCEL: #765-18687-000, ZONING RSF-4
12) CROOM, CHARLES JR & CINDY, 5377 E MILO WAY FAYETTEVILLE, AR 72701, PARCEL: #765-18688-000, ZONING RSF-4
13) DYKES, SHARON K (DECD), 2030 S ED EDWARDS RD FAYETTEVILLE, AR 72701-0761, PARCEL: #001-10794-000, ZONING: COUNTY
14) ROGERS, DEBBIE L, 2151 S ED EDWARDS RD FAYETTEVILLE, AR 72701-0707, PARCEL: #001-10985-000, ZONING: COUNTY
15) LARIT, JASON R, 2160 S ED EDWARDS RD FAYETTEVILLE, AR 72701, PARCEL: #001-10986-001, ZONING: COUNTY
16) BULES, CHARLES JUSTIN & NATALIE ANNE, 2350 S ED EDWARDS RD FAYETTEVILLE, AR 72701, PARCEL: #001-10986-000, ZONING: COUNTY
17) EDENS, BILLY J & THERESA M C, 2260 S ED EDWARDS RD FAYETTEVILLE, AR 72701-0705, PARCEL: #001-10978-000, ZONING: COUNTY
18) EDENS, ALTON & FRANCES C, 2280 S ED EDWARDS RD FAYETTEVILLE, AR 72701-0705, PARCEL: #001-10987-000, ZONING: COUNTY
19) KLINE, ALLAN S & VELVA L, 2400 S ED EDWARDS RD FAYETTEVILLE, AR 72701-0704, PARCEL: #001-10990-000, ZONING: COUNTY
20) KLINE, ALLAN S & VELVA L, 2400 S ED EDWARDS RD FAYETTEVILLE, AR 72701-0704, PARCEL: #001-10991-004, ZONING: COUNTY
21) HOSKINS, DAN JR REVOCABLE TRUST, 2700 S ED EDWARDS RD FAYETTEVILLE, AR 72701, PARCEL: #001-10994-000, ZONING: COUNTY
22) RICHARDSON, JOE C, 2626 S ED EDWARDS RD FAYETTEVILLE, AR 72701-0700, PARCEL: #001-10992-000, ZONING: COUNTY
23) HOSP, COURTNEY MARIE VICKI LYNN, 3401 HARVO CIR SPRINGDALE, AR 72762, PARCEL: #001-10994-003, ZONING: COUNTY
24) PARKAS, RICHARD B & GREGORY, CAROL L, 2748 S HUNT LN FAYETTEVILLE, AR 72701, PARCEL: #001-11031-001, ZONING: COUNTY
25) DURNING, JERRY R & BIBLEY M, 2650 S HUNT LN FAYETTEVILLE, AR 72701-8011, PARCEL: #001-11033-000, ZONING: COUNTY
26) DURNING, JERRY R & SHIRLEY M, 2650 S HUNT LN FAYETTEVILLE, AR 72701-8011, PARCEL: #001-11029-000, ZONING: COUNTY
27) FIELDS, CHERYL, 2794 E SUMMERBROOK PL FAYETTEVILLE, AR 72701-8063, PARCEL: #762-00011-000, ZONING: COUNTY
28) SHARP, ELIZABETH JEAN & PERRY III, 2286 S SUMMERBROOK PL FAYETTEVILLE, AR 72701, PARCEL: #762-00012-000, ZONING: COUNTY
29) BROOKS FAMILY REAL ESTATE HOLDINGS LLC, C/O DEBORAH GOODMAN 142 COUNTY RD 3411 CLARKSVILLE, AR 72830-7320, PARCEL: #001-10723-000, ZONING: COUNTY
30) BROOKS FAMILY REAL ESTATE HOLDINGS LLC, C/O DEBORAH GOODMAN 142 COUNTY RD 3411 CLARKSVILLE, AR 72830-7320, PARCEL: #001-10724-000, ZONING: COUNTY

OWNER DEVELOPER:
EAGLE HOLDINGS LLC
PO BOX 805
FARMINGTON, AR 72730



FEMA MAP

NOTE: NORTHING & EASTING COORDINATES SHOWN HEREON ARE PER THE CITY OF FAYETTEVILLE GIS.

ARKANSAS STATE SURVEY PLAT CODING
500-16N-29W-0-29-400-72-1756

PROPERTY LINE ADJUSTMENT
PREPARED FOR:
KEITH MARRS

LOCATION:	ED EDWARDS ROAD WASHINGTON COUNTY, ARKANSAS SEC 29, T-16-N, R-29-W
CREW CHIEF: MN	DRAWN BY: JN SHEET SIZE: 18x24
PLAT No. 18-071	DATE: 04/17/2018 SHEET 1 OF 2

ATLAS
PROFESSIONAL LAND SURVEYING
P.O. BOX 1026
425 N CENTENNIAL AVENUE #2
WEST FORK, AR. 72774
PH. 479.994.6177
PS #1756
COA #2875

LEGEND

- O SET #4 REBAR
- ● EXISTING #4 REBAR
- ● EXISTING PIPE
- ◈ FENCE CORNER POST
- ■ ALUMINUM MONUMENT
- ⌀ UTILITY POLE

- BOUNDARY LINE
- FORTY/TIE LINE
- ASPHALT/GRAVEL/CONCRETE
- RIGHT OF WAY
- -x- FENCE
- -w- WATER MAIN
- BUILDING SETBACK LINE
- PLANNED STREET
- PREVIOUS PARCEL LINE

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NOTES:
LAND USE/LAND RESTRICTIONS
EXCEPT AS SPECIFICALLY STATED OR SHOWN HEREON, THIS SURVEY DOES NOT REFLECT ANY EASEMENTS (OTHER THAN APPARENT EASEMENTS OBSERVED IN THE FIELD AT THE TIME OF THE SURVEY) BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, LAND USE REGULATIONS, OR FACTS IN WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE
UTILITIES:
EXCEPT AS SHOWN HEREON, NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC FACILITY. CONTACT ALL UTILITY PROVIDERS FOR THIS INFORMATION.
FLOOD INFORMATION:
ANY INFORMATION (TEXT, LINES, SYMBOLS, HATCHES, ETC.) ON THIS PLAT THAT MAKE REFERENCE TO FLOOD ZONES ARE APPROXIMATE AND DERIVED FROM A FLOOD INSURANCE RATE MAP (FIRM) BY GRAPHICAL PLOTTING ONLY. THIS PLAT DOES NOT REPRESENT THE SURVEYORS OPINION ON THE PROBABILITY OF FLOODING

COUNTY RECORDING INFORMATION:

Doc ID: 018483510002 Type: REL
Kind: SURVEY
Recorded: 03/14/2019 at 10:40:51 AM
Fee Amt: $20.00 Page 1 of 2
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2019-00006796

Planning Commission
February 12, 2024
Page 50 of 65
ADM-2024-0001 (MASTER STREET PLAN MODIFICATION REQUEST) 1336 of 1679

EXHIBIT "J"

Contact Information for Petitioners

Ronald G. and Marsha C. Woodruff
ronwoodruff40@gmail.com
2303 S. Mally Wagnon Road
Fayetteville, AR 72701
(479)841-8790

Allan and Velva L. Kline
vkline2@icloud.com
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Fayetteville, Arkansas 72701
(479)521-5922

Kevin and Lucia Wang
wangkisu@gmail.com
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Fayetteville, AR 72701
614 Oriole Drive
Springdale, AR 72762 (mailing address)
(515)556-2433

Steve and Candy Warden
sleej32@hotmail.com
2555 S. Ed Edwards Road
Fayetteville, AR 72701 (physical address)
P. O. Box 11130
Fayetteville, AR 72703 (mailing address)
(479)684-1807

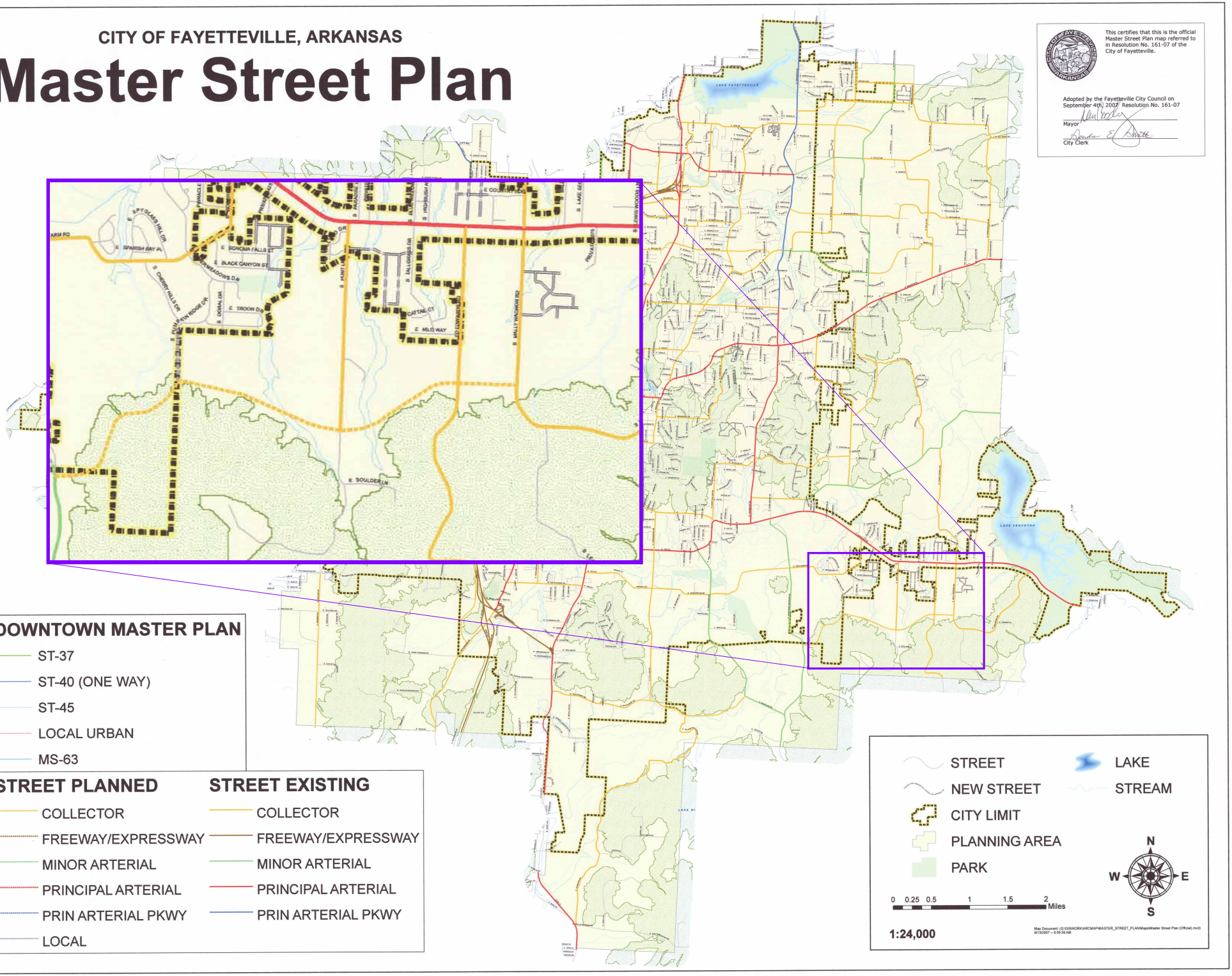
Jerry and Shirley Durning
eansduring@aol.com
2600 S. Hunt Lane
Fayetteville, AR 72701
(479)442-6367

Richard Farkas and Carol Gregory
clgpa27@gmail.com
2748 S. Hunt Lane,
Fayetteville, AR 72701
(479)530-3456

David Hamm
4218dhamm@gmail.com
2433 S. Hunt Lane
Fayetteville, AR 72701 (physical address)
2395 S. Hunt Lane
Fayetteville, AR 72701 (mailing address)
(479)841-1905

CITY OF FAYETTEVILLE, ARKANSAS

Master Street Plan



Planning Commission February 12, 2024
ADM-2024-0001 (MASTER STREET PLAN MODIFICATION REQUEST) Page 53 of 65
Packet Pg. 1387 of 1679

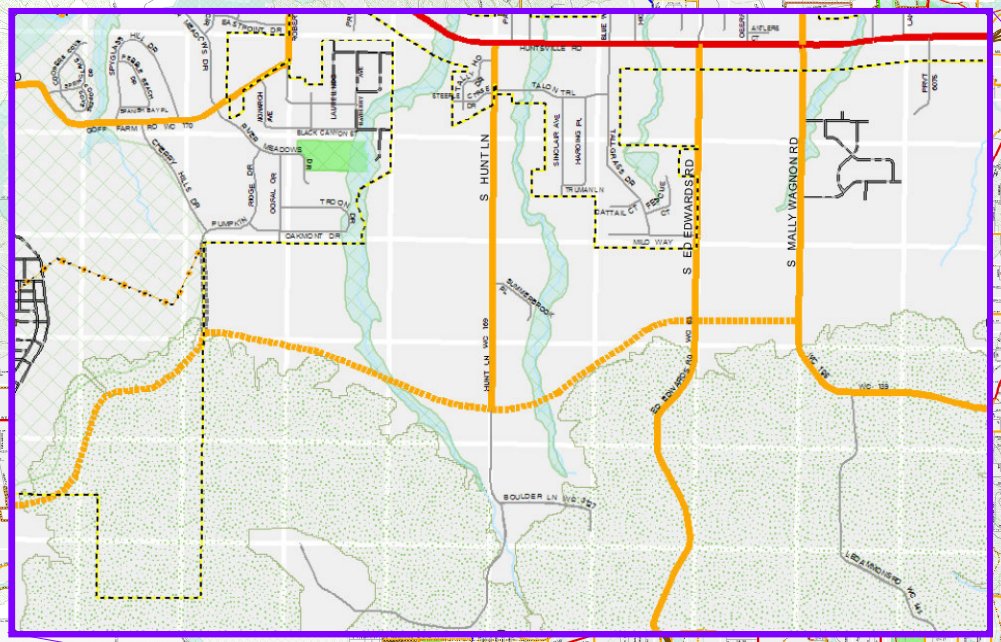
City Plan 2030
Master Street Plan

Fayetteville
ARKANSAS

Adopted by the Fayetteville City Council on
August 16, 2011 Resolution No. 146-11

Mayor

City Clerk



Downtown Master Plan
- ST-37
- ST-40 (ONE WAY)
- ST-45
- LOCAL URBAN
- MS-63

EXISTING STREETS
- U of A Campus Master Plan
- COLLECTOR
- FREEWAY/EXPRESSWAY
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- PRIN ARTERIAL PKWY

PLANNED STREETS
- COLLECTOR
- FREEWAY/EXPRESSWAY
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- PRIN ARTERIAL PKWY
- LOCAL
- Future Trails
- Multi-Use Trails--Existing
- Platted Street
- Enduring Green Network
- Stream_Polygons
- 100 YEAR FLOOD
- Planning Area Boundary
- Hillside/Hilltop Overlay District
- PARK
- Other Cities
- Quarter Mile Grid

0 0.5 1 Mile

N

Map Document: (G:\GIS\2Core Maps\Master Street Plan\2030\MapsMSP_2030_FINAL_Edits.mxd)
9/9/2011 -- 9:38:58 AM

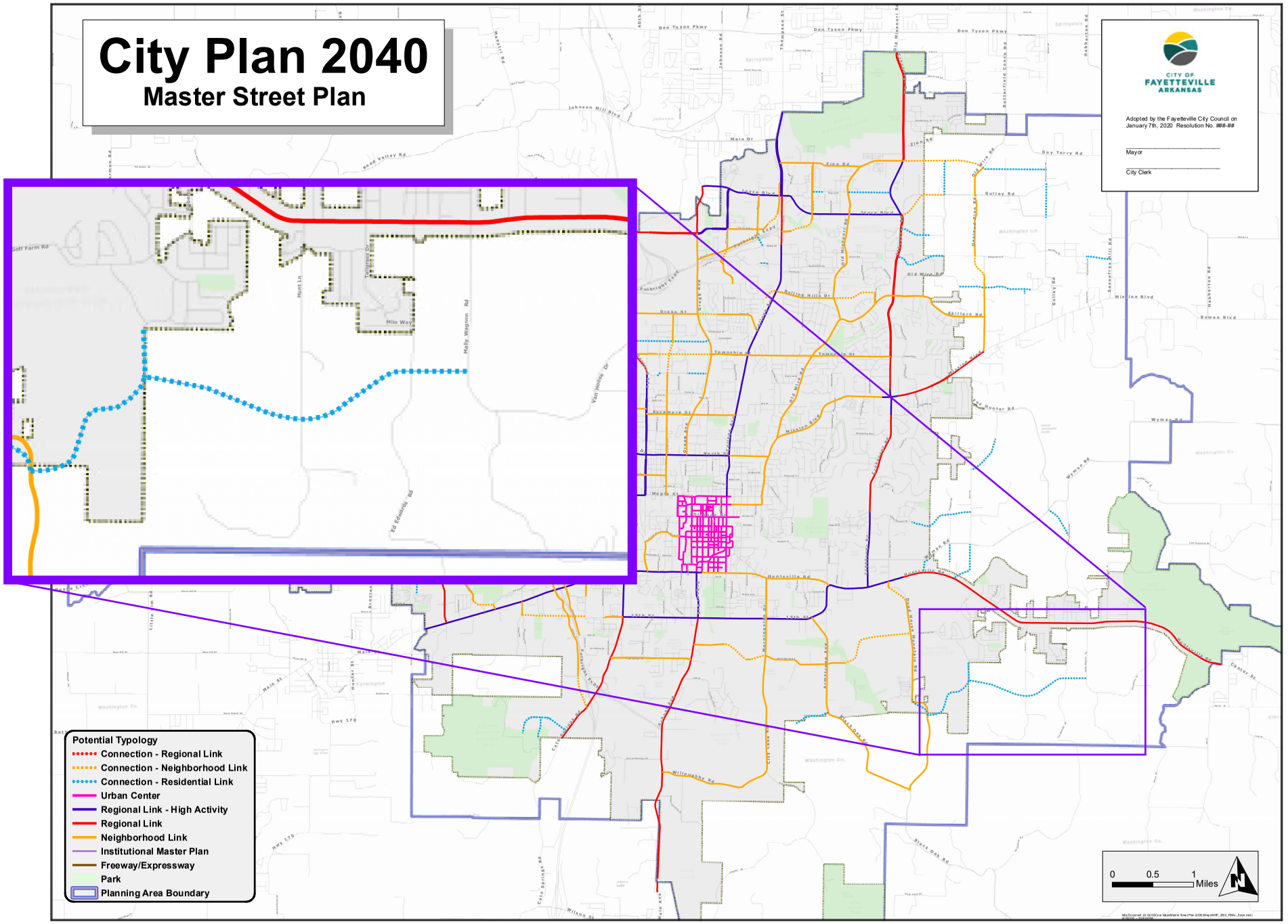


Figure 12.7 - Master Street Plan Map

Planning Commission
February 12, 2024
ADM-2024-0001 (MASTER STREET PLAN MODIFICATION REQUESTS) Page 55 of 65
Packet Pg. 1389 of 1679

ADDITIONAL PETITIONER COMMENT
ADM-2024-0001

From: Carol Gregory <clgpa27@gmail.com>
Sent: Wednesday, February 7, 2024 10:07 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; RONALD G. Woodruff <ronwoodruff40@gmail.com>; .Jerry and Shirley Durning <eansdurning@aol.com>; David Hamm <4218dhamm@gmail.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; Steve Warden <sleej32@hotmail.com>; Velva Kline <vkline2@icloud.com>
Subject: Re: Master Street Plan - Resolutions

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 Jessie,
Thank you again for taking the time to listen to the Petitioner's concerns at our Monday meeting. I have attached a letter to the Planning Commissioners that I wish to have included in the agenda package. I am concerned about the extreme limitation on the Petitioner's speaking times and am asking in my letter that consideration be given to expanding the time to 3 minutes each so that Petitioners are afforded at least the same amount of time as the general public. It would be helpful for us to know just how much time will be given to us to speak before we arrive on Monday the 12th of February,so that we can adequately prepare. If that issue could be resolved at the agenda session and the results conveyed to us, we would appreciate that very much.
Sincerely,
Carol Gregory

Carol Gregory
Attorney at Law
2748 S Hunt Lane
Fayetteville, AR 72701
(479)530-3456
clgpa27@gmail.com

February 6, 2024

RE: Proposed Residential Link Street from Dead Horse Mountain Road to Mally Wagnon Road

Fayetteville City Planning Commissioners:

My name is Carol Gregory. I've lived at 2748 S Hunt Lane for the past 27 years with my husband Richard Farkas. I am a licensed attorney who practiced mostly real estate law for a number of years.

I had planned to make these remarks in person on Monday night. However, since I've been informed by staff that I will have either 30 seconds or one and a half minutes of speaking time (10 minutes divided by 7 or 13 petitioners depending upon whether families or individuals are counted), I decided that writing was in order. I respectfully request that

speaking time for at least one Petitioner per household be extended to 3 minutes each, so that Petitioners are accorded the same amount of time as the public at large. It seems only fair.

I only very recently learned that this proposed residential link street would traverse my 14 acre sanctuary, where I care for 2 rescued elderly dwarf Shetland therapy ponies and an elderly mini donkey named Buster. As a result of my care for these animals, I am able to supply something that I call "magic pony poo" (compost) to 15 back-yard gardeners in the community. The proposed link street would cut through my property, place my animals in jeopardy, reduce my acreage and limit my ability to access the portion of land which would be on the other side of the street from my home.

One of my chief concerns about this proposed project is the effect that it would have on a major watershed. There are two creeks and three ponds located on my property. One of the ponds is spring fed. One of the creeks is the watershed for much of the Bear Mountain range and it is located only a few feet from my house. It is a wet weather creek, but there are times of the year when massive amounts of water flow off the mountain range, down the creek behind my house, into our ponds and on downstream. Both creeks feed ponds that hold large amounts of water from the watershed. The proposed street would cross both of those creeks, as well as destroy two of our ponds, including the one that is spring fed. The proposed road construction would obstruct the flow of water coming through the creeks and ponds, unless massive infrastructure is built to handle the full amount of the flow. I am reasonably certain that our house will flood if this project is constructed. In fact, just a few years ago, my garage and hay barn were placed within a revised flood plain, and my house sits on the edge of that flood plain. The main reason that I am here is to put the city on notice that my home will flood if it goes through with this project, and mine will not be the only one that will be adversely affected. I understand that city engineers believe that this is not an issue, because they can engineer around any problem, but there are people all over town who have experienced otherwise, including people very near me in Stone Bridge Subdivision whose houses flooded because the city used undersized culverts in that project. In just the last couple of weeks, I've heard from a steady stream of citizens who have experienced significant flooding and erosion as a result of city interference with their land.

In addition, I wish to persuade you that there is no need for this project. There are currently existing streets adequate to accommodate traffic well into the future. It's my understanding that further widening of Hwy 16 is to take place later this year and eventually will be 4 lane all the way to Elkins. Right now, there are ample connections between Hunt Lane and Ed Edwards Road. Talon, Tallgrass and Milo already serve as connector streets between Hunt Lane and Ed Edwards Road. These alternative routes have the benefit of avoiding the necessity of eminent domain, the costs of new street construction, moving utilities, contending with high voltage transmission lines owned by Ozarks Electric, and a major gas line as well. Furthermore, the existing streets go through residential neighborhoods and would not affect the Bear Mountain watershed, spring-fed

ponds, ongoing agriculture enterprises, and a trail system that I've spent years building on my property. The 2040 Plan specifically states that the taking of agriculture land and springs should be avoided, because of the need to maintain both in our environment. The US Constitution (Article XIV) requires that a citizen may not be deprived of property without due process of law, which is notification and an opportunity to be heard. Amendment V of the US Constitution states that private property shall not be taken for public use, without just compensation. It is my considered belief that if governmental entities were to give more deference to, and consideration of, this most basic land rights proposition, our nation's political climate would improve tremendously. In this case specifically, with no notice to my husband and me (or the other petitioners) whatsoever, and no opportunity to be heard, the city's act of placing a line on a map (the proposed road), or failing to remove that line, has reduced the fair market value of our property, places a cloud on our title, and affects our ability to sell should we need to do so in the future. All of this is done with no feasibility studies, no allocation of funds for the project, no condemnation proceedings and no payment to my husband and me for the diminished fair market value and inability to market and sell our land. We are not guessing about this. We have the current example of our fellow petitioners, Kevin Wang and his wife, who have had 3 separate contracts for the sale of their land, all with a contingency requiring the removal of the proposed roadway from their parcel. Now that we know that the city proposes this residential link street on our land we are obligated to disclose that to any potential buyer. The Arkansas Real Estate Disclosure form would require the disclosure, and any current survey will reveal the planned street. This disclosure puts the world on notice that our land is likely to be the subject of future eminent domain litigation, significantly reducing the pool of buyers, because of the associated costs, unknown outcome, and time involved.

Finally, I would also like you to understand who we the petitioners are in this case. Most of us are elderly people with health issues who value our quiet rural surroundings. My husband and I are both cancer survivors. The city's taking of our land has a detrimental effect on our health causing many of us to experience a great deal of stress at a time in our lives when that is the last thing in the world that we need. Some of us have respiratory health issues which will be exacerbated by the traffic related ozone and other pollutants that will collect in the bowl of Bear Mountain, if this project occurs.

Some of my neighbors have spent their entire lives on the land that they call home and have been entrusted by their ancestors, now long gone, to care for, protect, and preserve the land for future generations. I am asking that you please, for a moment put yourselves in our shoes and understand that we are already experiencing an unconstitutional taking of our most significant investment. Even before the official eminent domain proceeding occurs, our property has been placed in limbo while we wait for the city to decide whether it really will take, by way of eminent domain, and destroy our land. Meanwhile, we are unable to make decisions about our property and have to seriously consider whether we should be spending time and money maintaining and improving the home that we love

knowing that the city proposes to destroy it in the future. Please release us from this nightmare and vacate this proposed link street.

Your consideration of these matters is appreciated.

Sincerely,
Carol Gregory

From: RONALD G. Woodruff <ronwoodruff40@gmail.com>
Sent: Wednesday, February 7, 2024 10:50 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Cc: Carol Gregory <clgpa27@gmail.com>; Steve Warden <sleej32@hotmail.com>; Velva Kline <vkline2@icloud.com>; .Jerry and Shirley Durning <eansdurning@aol.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; David Hamm <4218dhamm@gmail.com>
Subject: ADM 2024-0001

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.

Ms. Masters: Please past this message on to the Commission at their Agenda meeting today.

To the Planning Commission: Please take note that there are 7 individual property owners/applicants who have joined in this Petition. We could have sent seven proposals, but as a matter of economy of time and effort for the parties (owners and commissioners), we elected to bring our claims all together as one Petition. It would be appreciated if the commission would grant each owner the amount of time normally given to each applicant to present their position on points of interest and concern to your group.

Ron Woodruff
Petitioner/Property Owner/Applicant

ADDITIONAL PETITIONER COMMENT
ADM-2024-0001

From: Steve Warden <sleej32@hotmail.com>
Sent: Wednesday, February 7, 2024 1:56 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Carol Gregory <clgpa27@gmail.com>; RONALD G. Woodruff <ronwoodruff40@gmail.com>; .Jerry and Shirley Durning <eansdurning@aol.com>; David Hamm <4218dhamm@gmail.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; Velva Kline <vkline2@icloud.com>
Subject: Re: Master Street Plan - Resolutions

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Jessica I appreciate you taking time to read our emails. I am not writing a long formal letter because Carol has already done a great job doing that. I am one of the petitioners so I know you feel bombarded by all our correspondence but if the planning commission follows through with only allowing 10 minutes between the 7 families that are on this petition to have input verbally then correspondence is our best option. I know these planning commission meetings can be long and often confrontational but that is not what I am a petitioner want for our group. Having been in many of meetings and speaking on occasion I know that the City want to provide infrastructure for future development to be mostly paid for by developers. Many connecting street are already constructed between Ed Edwards and Hunt Lane. There is one path from Hunt lane that would be much shorter to reach Roberts Road witch already tied into Dead Horse Mountain Road which by the way s turns into Stonebridge Rd. Which at this time is the only stop light between Crossover Road and HWY 74 in Elkins on Hwy 16. So no matter how you try and connect streets you are going to create a traffic nightmare beyond belief for Dead Horse Mountain Road. That road is already too small and too many hidden driveway and one the slippery

Get Outlook for iOS

From: Steve Warden <sleej32@hotmail.com>
Sent: Wednesday, February 7, 2024 2:10 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Carol Gregory <clgpa27@gmail.com>; RONALD G. Woodruff <ronwoodruff40@gmail.com>; .Jerry and Shirley Durning <eansdurning@aol.com>; David Hamm <4218dhamm@gmail.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; Velva Kline <vkline2@icloud.com>
Subject: Re: Master Street Plan - Resolutions

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Most slippery s curves in the City. This is Steve Warden and I live at 2555 Ed Edwards Road. I have been here 4 years. I own nearly 30 acres but the bottom 21 are both effectively separated from me being able to utilize them past the proposed road. I have 5 Grandchildren that I intend to teach to hunt and fish on my property. The elevation changes on my property means that it could never be a subdivision. Not to mention I have a Home

with over 4,200 square ft at the top of that 21 acres with what I believe to be one of the best views in the area and I have spent a fortune creating this view. I am constantly fighting watershed on the gas line right of way that 1,300 feet long 60' wide in a grade probably 20% or better. The proposed road is quite possibly the worst place it could have ever been drawn. Please help us get it removed and let developers add roads as they are needed in the future when you can follow a correct path of notifications and public input each time a development tries to happen because I know one has already failed on Dead Horse Mountain road recently. Thanks, Steve Warden 479-684-1807

Get Outlook for iOS

From: eansdurning@aol.com <eansdurning@aol.com>
Sent: Wednesday, February 7, 2024 2:47 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Carol Gregory <clgpa27@gmail.com>; RONALD G. Woodruff <ronwoodruff40@gmail.com>; Velva Kline <vkline2@icloud.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; Steve Warden <sleej32@hotmail.com>; cigpa27@gmail.com
Subject: petition concerning connector street

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.

Hello, all,

I have written and rewritten so many times and lost so much sleep since this came to light in October, 2023. Having lived on Hunt Lane since 1946, I have a very strong attachment. Only child and with my one and only husband since 1969, we feel that we could lose our paradise. The line heads up our driveway, over my cherished creek, and dead on wipes out our two big Amco buildings and possibly our home, established in 1978. Eight model T and model A cars built by Bill Durning, surround Jerry in his man cave and refuge he visits most evenings.There are old-growth trees and dogwoods and redbuds in the path of the road.Our usually gentle creek will be eroded and our fields will be even more swampy.Birds and wildlife will lose cover and arable land destroyed forever. Those who make the decision must at least walk the path, hear the frogs and see what is at stake. Hunt Lane is special. My surviving childhood friends, neighbors and cousins have stayed or returned to live out their days here.

ADDITIONAL PETITIONER COMMENT
ADM-2024-0001

From: Ronald Woodruff <ronwoodruff40@gmail.com>
Sent: Wednesday, February 7, 2024 4:23 PM
To: eansdurning@aol.com
Cc: Carol Gregory <clgpa27@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Kevin and Lucia Wang <wangkisu@gmail.com>; Steve Warden <sleej32@hotmail.com>; Velva Kline <vkline2@icloud.com>; cigpa27@gmail.com
Subject: Re: petition concerning connector street

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.

Hope you will be able to pass your passion for this property on to the commission. Ron Woodruff

On Wed, Feb 7, 2024 at 2:49 PM . <eansdurning@aol.com> wrote:
Hello, all,

I have written and rewritten so many times and lost so much sleep since this came to light in October, 2023. Having lived on Hunt Lane since 1946, I have a very strong attachment. Only child and with my one and only husband since 1969, we feel that we could lose our paradise. The line heads up our driveway, over my cherished creek, and dead on wipes out our two big Amco buildings and possibly our home, established in 1978. Eight model T and model A cars built by Bill Durning, surround Jerry in his man cave and refuge he visits most evenings.There are old-growth trees and dogwoods and redbuds in the path of the road.Our usually gentle creek will be eroded and our fields will be even more swampy.Birds and wildlife will lose cover and arable land destroyed forever. Those who make the decision must at least walk the path, hear the frogs and see what is at stake. Hunt Lane is special. My surviving childhood friends, neighbors and cousins have stayed or returned to live out their days here.

From: wangkisu@gmail.com <wangkisu@gmail.com>
Sent: Wednesday, February 7, 2024 4:56 PM
To: RONALD G. Woodruff <ronwoodruff40@gmail.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>; Carol Gregory <clgpa27@gmail.com>; Steve Warden <sleej32@hotmail.com>; Velva Kline <vkline2@icloud.com>; .Jerry and Shirley Durning <eansdurning@aol.com>; David Hamm <4218dhamm@gmail.com>
Subject: Re: ADM 2024-0001

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.

Hi Jessie,
In addition to the letters my fellow petitioners have sent, please include my attached letter for the commission.
Thank you
-Kevin

Kevin & Lucia Wang
Owners of 2277 Ed Edwards Rd, Fayetteville, AR 72701
515-556-2433
wangkisu@gmail.com

To the Fayetteville City Planning Commissioners:

I am writing this letter on behalf of myself and my wife, Lucia Wang, to explain and provide additional background information in the request to remove the "Residential Link" as referenced in our joint petition with my fellow neighbors.

We purchased this land back in October 2022 with the intention to build a forever home and made many land improvements (clearing/mulching) and started to finalize house plans. However due to personal and work related reasons, we had to put the property for sale in March of 2023, otherwise we found the area to have all the items we wanted in our forever home (privacy, natural scenery, beautiful landscape).

Since putting the property for sale, we've endured the following hardships:

- Land is priced within the comparable market analysis review (done by Luis Martinez with eXp Realty in Northwest Arkansas)
- The "Residential Link" in question shows up on my Survey (performed by Atlas Professional Land Surveying)
- I average several calls a month with potential buyers, who are unfamiliar with the "Master Street Plan" and bring up assumptions that the road is already budgeted to be built.
- I have a premade message that I send to each potential buyer, that explains what the Master Street Plan is and I use the same details that the city staff has explained to us petitioners in what this "residential link" is (not budgeted, no full approvals yet to proceed, but the intention is that it will get built if the plan is followed through). I also include contact information to the city staff to ask them directly if any questions.
- Most do not have follow up with questions after my explanation and do not reply with further interest.
- The few that are interested in purchasing my land and have submitted contractual offers include in their contingencies section, concerns relating to this "Residential Link" and specifically call it out in their real estate contract. Examples below of three offers we received:
    - Buyers requiring a "guaranteed letter" from the City stating this road won't be built.
    - Offer from 9/1/23 - An additional 122 days to do their own petition to the city for the road's removal, before closing date
    - Offer on 9/30/23 – A "due diligence" period of 90 days with right to withdraw if unable to receive approval from City
    - In addition to being unable to agree to the continencies above due to the process required to review the status of this "Residential Link", **all offers have come at a very reduced price below the market analysis price, which we will not agree to.**

        - We are not intending to profit from the sale of this land, but we are not willing to take such an extreme loss that is being caused by this “residential link”
    - For the contracted offers that did not have contingencies, the price offered was at an even lower price below market value

The petitioners recently had a meeting with the city staff, which I do appreciate their time in hearing our concerns. I await to review more information that calls out specifically, what data/facts was done to draw this “residential link” as it exists on the master street plan. I understand the benefits and importance of having a Master Street Plan, however I am asking the members of the planning commission to review the “residential link” in our petition and to look at the surrounding area in terms of topography, feasibility, constructability, and overall cost versus other more relevant road improvements that are needed. If this “residential link” is needed to support future growth, then all I ask is for the specific and measurable facts and data that justifies it.

While my wife and I have not owned our land for very long, it’s been very touching to meet so many of our neighbors who grew up on their land and expect to see their children to do the same. I just ask the amount of due diligence that was put into this “residential link” to be drawn the way it is, is shared with us so that we can understand the effort that was put into this road and see if that matches all the time, energy, and stress that this “line” on a map has clouded over us. But I also ask that you review that information and hopefully make the right decision in terms of the question “is this specific road” really needed?

Thank you for your time and consideration,

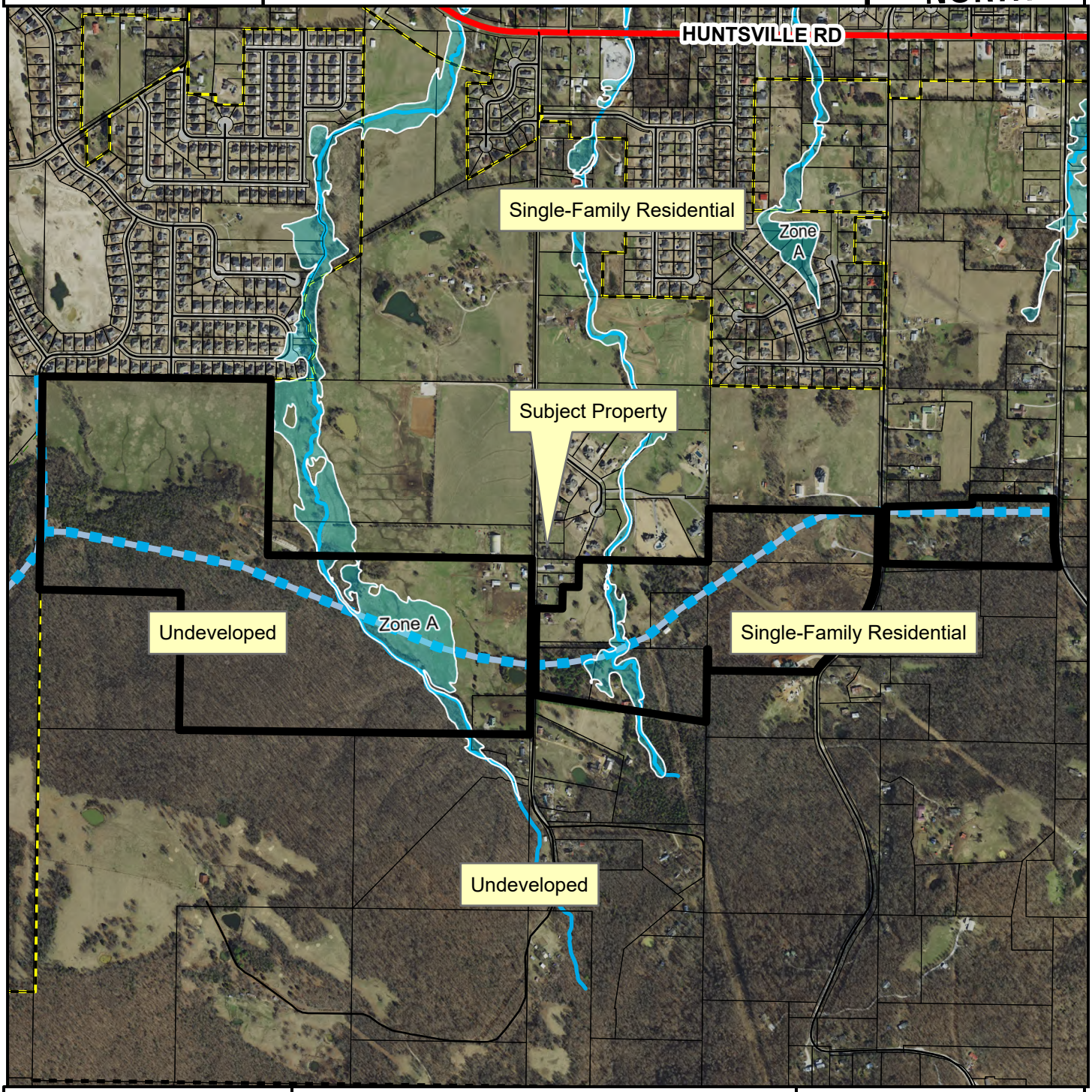
Kevin Wang

ADM-2024-0001

Current Land Use

2277, 2400, 2423, 2550 S. ED EDWARDS RD, 2303 S. MALLY

NORTH



- Regional Link
- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 400 800 1,600 2,400 3,200

1:13,000

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

Received By: Robert Rhoads 03/26/2024 3:22 PM

REPRESENTATIVE
Chad Puryear
P.O. Box 255
Hindsville, Arkansas 72738

479-325-4066 Cell
puryearforarkansas@gmail.com

DISTRICT 25

Counties:
Part Crawford
Part Franklin
Part Washington

COMMITTEES:

Public Transportation
Agriculture, Forestry and Economic Development
Alternate,
Joint Committee on Advanced Communications and Information Technology

1st Alternate,
Arkansas Legislative Council

2nd Alternate,
Legislative Joint Auditing Committee

STATE OF ARKANSAS

House of Representatives

February 23, 2024

Fayetteville City Council
113 West Mountain Street
Fayetteville, AR 72701

Dear Council Members:

Constituents of House District 25 have reached out regarding the modification request of the master street plan concerning Mally Wagnon Road and Deadhorse Mountain Road.

This modification was brought before the Fayetteville Planning Commission on 2/12/24. The commission had a split vote on the request with 3 members voting in favor of the requested modification. There was a room full of constituents in favor of the modification with zero in attendance to oppose the request. This has led my constituents to appeal this decision to the Fayetteville City Council in hopes that they will rule in their favor for the following valid and just reasons.

- The proposal of this future street creates the need to disclose this plan to potential buyers and creates a negative impact on both real estate prices and marketability.
- Efficient routes are already available to access future development and traffic congestion in this area. Both Highway 16 and Black Oak Road can be utilized to address concerns for future planning.
- The area in question contains multiple properties in the White River Watershed that have the potential to create issues with both environmental and ecological concerns with this proposed infrastructure.

I understand that growth is inevitable and cities must plan accordingly, but please consider our constituents in your decision alongside the other factors that make this modification a reasonable request. Please review the following reference:

ADM-2024-0001: Administrative Item (2277, 2400, 2423, 2550 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552 AND 2600 S. HUNT LN/MASTER STREET PLAN MODIFICATION REQUEST, 595):Submitted by RONALD WOODRUFF for properties located at 2277, 2400, 2423,2550 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552, AND 2600 S. HUNT LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 213.30 acres. The request is to modify the Master Street Plan. - Jessica Masters, Development Review Manager

Sincerely,

Chad Puryear
State Representative
District 25

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1834

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **ADM-2024-0008: Administrative Item (Amend UDC CHAPTER 161.32 – P-1, INSTITUTIONAL): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161.32 – District P-1, Institutional. The proposed code change would modify existing setbacks and allow administrative approval if the developer decides to use urban form.**

RECOMMENDATION:
City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code amending §161.32, P-1 Institutional, as shown in Exhibit A.

BACKGROUND:
The City of Fayetteville Department of Parks, Natural Resources, and Cultural Affairs is proposing to rezone approximately 2,400 acres of parkland to P-1, Institutional to align those properties' zoning district with their current use (RZN-2024-0007). In tandem with this request, staff evaluated the P-1 zoning district and identified the opportunities to both align the setback requirements of P-1 with similar regulations f in other zoning districts and insert flexibility for development in varying contexts.

DISCUSSION:
The stated intent of the P-1 zoning district is to "protect and facilitate use of property owned by larger public institutions and church related organizations." Staff identified four areas that may conflict with that intent:

1. Institutions (i.e., cultural and recreational facilities, religious institutions, and governmental buildings) can build in other zoning districts where those uses are allowed by-right, but with more flexible standards;
2. P-1 has no form-based option allowing buildings and facilities to address and interact with public streets;
3. Current setbacks are more restrictive in P-1 than what is permitted in other zoning districts for the same uses; and
4. Uses allowed in the P-1 zoning district only permit activities that are accessory to the primary use, such as a religious institutions daycare, but not those that can be complimentary, like small-scale businesses or services.

P-1, Institutional is limited to the following by-right uses: Use Units 1, City-Wide Uses By Right, 4, Cultural and Recreational Facilities, 5, Government Facilities, and 46, Short-Term Rentals. As a matter of comparison, the C-2, Thoroughfare Commercial zoning district allows those same uses, also by-right, and offers the flexibility to construct these with a form-based option (or a build-to-zone), allowing for administrative approval when taking that option. Currently, institutional uses developing under P-1 zoning do not have the opportunity even if the

property's is an urban or more direct publicly-interacting context. Further, the existing traditional setbacks are more restrictive in P-1 zoning than in C-2 zoning, requiring 30-foot front, 20-foot side, and 25-foot rear when C-2 would allow for 15-foot, 0-foot, and 20-foot rear setbacks.

Staff also found an inconsistent approach to maximum building heights when compared to other zoning districts. There is not currently a standard building height maximum allowance in P-1, though there are additional setback requirements for structures over 2 stories. Staff recommends aligning these requirements with those of the C-2 zoning district to ensure the City is applying a consistent requirement for these institutional uses when they are in different zoning districts; C-2 has a 6-story height limitation, with additional setbacks when adjacent to residential properties. It is worth noting that generally, height restrictions in zoning ordinance do not apply to spires, belfries, cupolas, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy. Staff finds that given this allowance, limiting institutional uses to the same building height requirements as permitted in other zoning districts would not conflict with those appurtenances often associated with religious or other institutional uses.

Further, staff recommends the addition of two new conditional uses in the P-1 zoning district to ensure that the district continues to align with its intent to serve institutional uses and cultural and recreational facilities. Firstly, Use Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city, which may align with future development plans for properties being used for recreational purposes. Secondly, staff recommends the addition of Use Unit 12b, which would allow for small-scale retail or other uses that may help serve existing institutional uses. Staff finds that keeping these uses as conditional still allows for additional discretionary approval, and an overall evaluation of specific sites and overall compatibility as far as traffic, nuisance, and the public interest are concerned, so as not to conflict with the zoning district being typically reserved solely for those institutional purposes.

At the March 11, 2024 Planning Commission meeting, Commissioners unanimously voted to forward the proposed ordinance changes to the City Council with a recommendation of approval. Commissioner Madden made the motion, which was seconded by Commissioner Garlock. Commissioners asked Alison Jumper, the Director of Parks, Natural Resources, and Cultural Affairs, to confirm how these changes benefited the Parks Department, and she indicated that these setbacks would be less restrictive, and that they were born out of conversations with Planning staff. Commissioners also had questions regarding special events, and staff confirmed that special events were handled through a separate process, depending on the overall scale. One member of the public spoke at the meeting with questions about how the changes would affect their property, which they indicated was adjacent to Centennial Park. Staff indicated that unless the property is currently zoned P-1, then there would not be an immediate effect, but that the changes in setback may affect how closely a P-1 property could build to the adjacent property. The member of the public was not aware what their property was zoned and offered no objections to the changes.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), P-1 Ordinance Language Change - Strikethrough (#5), Planning Commission Staff Report (#6), Proposed Revision to 161.32 (#7)

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

File #: 2024-1834

ADM-2024-0008: Administrative Item (Amend UDC CHAPTER 161.32 – P-1, INSTITUTIONAL): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161.32 – District P-1, Institutional. The proposed code change would modify existing setbacks and allow administrative approval if the developer decides to use urban form.

AN ORDINANCE TO AMEND §161.32 DISTRICT P-1, INSTITUTIONAL OF THE UNIFIED DEVELOPMENT CODE

WHEREAS, the intent of P-1 zoning districts is to protect and facilitate the use of property owned by larger public institutions and church-related organizations; and

WHEREAS, staff has identified opportunities to amend § 161.32 **District P-1, Institutional** to align with the district's stated intent and the requirements for other zoning districts; and

WHEREAS, the proposed changes will better align P-1 zoning district setback and minimum building height requirements with those of other zoning districts, add two additional conditional uses, and increase flexibility for development in various contexts; and

WHEREAS, staff and the Planning Commission recommend approval of the proposed changes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 161.32 **District P-1, Institutional** and enacts a new § 161.32 **District P-1, Institutional** as shown in Exhibit A attached hereto.

City of Fayetteville Staff Review Form

2024-1834

Item ID

4/2/2024

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

Jonathan Curth	3/15/2024	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ADM-2024-0008: Administrative Item (Amend UDC CHAPTER 161.32 – P-1, INSTITUTIONAL): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161.32 – District P-1, Institutional. The proposed code change would modify existing setbacks and allow administrative approval if the developer decides to use urban form.

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:

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 12b	General Business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form 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 and rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	6 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 side boundary line of an adjacent residential 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) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §8, 1-18-22)

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 12b	General Business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

~~Front~~	~~30 feet~~
~~Front, if parking is allowed between the right-of-way and the building~~	~~50 feet~~
~~Side~~	~~20 feet~~
~~Side, when contiguous to a residential district~~	~~25 feet~~
~~Rear~~	~~25 feet~~
~~Rear, from center line of public alley~~	~~10 feet~~

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

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Urban Form 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

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~~(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, 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 residential 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.~~

(F) *Building Height Regulations.*

Building Height Maximum	6 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 side boundary line of an adjacent residential 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) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §8, 1-18-22)

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: March 11, 2024 Updated with results from 3/11/2024 PC Meeting

SUBJECT: **ADM-2024-0008: Administrative Item (Amend UDC CHAPTER 161.32 – P-1, INSTITUTIONAL):** Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161.32 – District P-1, Institutional. The proposed code change would modify existing setbacks and allow administrative approval if the developer decides to use urban form.

RECOMMENDATION:
Staff recommend forwarding **ADM-2024-0008** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **ADM-2024-0008** to the City Council with a recommendation of approval."*

BACKGROUND:
The City of Fayetteville Department of Parks, Natural Resources, and Cultural Affairs is proposing to rezone over 2,000 acres of parks-owned property to P-1, Institutional to align those properties' zoning district with their current use (RZN-2024-0007). In tandem with this significant request, staff evaluated the P-1 zoning district and identified opportunities to align the requirements of P-1 with allowable setbacks and regulations for the same uses in other zoning districts.

DISCUSSION:
The stated intent of the P-1 zoning district is to "protect and facilitate use of property owned by larger public institutions and church related organizations." Staff identified 3 areas of interest in evaluating this zoning district that may conflict with that intent:

1. Institutions (i.e., cultural and recreational facilities, religious institutions, and governmental buildings) can still build in other zoning districts where those uses are allowed by-right;
2. P-1 has no form-based option;
3. Current setbacks are more restrictive in P-1 than what is permitted in other zoning districts for the same uses.

P-1, Institutional is limited to the following by-right uses: Use Units 1, City-Wide Uses By Right, 4, Cultural and Recreational Facilities, 5, Government Facilities, and 46, Short-Term Rentals. As a matter of comparison, the C-2, Thoroughfare Commercial zoning district allows those same uses, also by-right. C-2, however, offers the flexibility to construct these with a form-based option (or a build-to-zone), allowing for administrative approval when taking that option. Currently, institutional uses developing under P-1 zoning would not have the opportunity. Further, the existing traditional setbacks are more restrictive in P-1 zoning than in C-2 zoning, requiring 30-foot front, 20-foot side, and 25-foot rear when C-2 would allow for 15-foot, 0-foot, and 20-foot rear setbacks.

Staff also found an inconsistent approach to maximum building heights when compared to other zoning districts. There is not currently a standard building height maximum allowance in P-1, though there are additional setback requirements for structures over 2 stories. Staff recommends aligning these requirements with the C-2 zoning district to make sure the City is applying a consistent requirement for these institutional uses when they are in different zoning districts; C-2 has a 6-story height limitation, with additional setbacks when adjacent to residential properties. It is worth noting that generally, height restrictions in zoning ordinance do not apply to spires, belfries, cupolas, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy. Staff finds that given this allowance, limiting institutional uses to the same building height requirements as permitted in other zoning districts would not conflict with those appurtenances often associated with religious or other institutional uses.

Further, staff recommends the addition of two new conditional uses in the P-1 zoning district to ensure that the district continues to align with its intent to serve institutional uses and cultural and recreational facilities. Firstly, Use Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city, which may align with future development plans for properties being used for recreational purposes. Secondly, staff recommends the addition of Use Unit 12b, which would allow for small-scale retail or other uses that may help serve existing institutional uses. Staff finds that keeping these uses as conditional still allows for additional discretionary approval, and an overall evaluation of specific sites and overall compatibility as far as traffic, nuisance, and the public interest are concerned, so as not to conflict with the zoning district being typically reserved solely for those institutional purposes.

RECOMMENDATION: Staff recommends forwarding ADM-2024-0008 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required YES

Date: March 11, 2024 ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: Madden

Second: Garlock

Vote: 9-0-0

BUDGET/STAFF IMPACT:
None

Attachments:

- UDC §161.31 District P-1, Institutional (Current regulations)
- UDC §161.23 District C-2, Thoroughfare Commercial
- Proposed Ordinance, Clean
    - §161.31 District P-1, Institutional
- Proposed Ordinance, Strike-through
    - §161.31 District P-1, Institutional

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	30 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	20 feet
Side, when contiguous to a residential district	25 feet
Rear	25 feet
Rear, from center line of public alley	10 feet

(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, 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 residential 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) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §8, 1-18-22)

161.23 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments

Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form 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	6 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 side boundary line of an adjacent residential 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) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4727, 7-19-05; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6164 , §§1, 6, 7, 4-2-19; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §5, 1-18-22)

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 12b	General Business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form 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 and rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	6 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 side boundary line of an adjacent residential 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) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §8, 1-18-22)

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

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Unit 12b	General Business
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Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

~~Front~~	~~30 feet~~
~~Front, if parking is allowed between the right-of-way and the building~~	~~50 feet~~
~~Side~~	~~20 feet~~
~~Side, when contiguous to a residential district~~	~~25 feet~~
~~Rear~~	~~25 feet~~
~~Rear, from center line of public alley~~	~~10 feet~~

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

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Urban Form 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

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Building Height Maximum	6 stories*

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(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §8, 1-18-22)

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Susan Norton,** Chief of Staff
Jonathan Curth, Development Services Director

FROM: **Kit Williams,** City Attorney

DATE: **April 4, 2024**

RE: Proposed Revision to § 161.32 District P-1, Institutional

The enacting ordinance proposed to amend P-1, Institutional does so through Exhibit "A." I believe the proposed "(A) *Purpose*" section needs some slight changes. What caught my eye is that it continues to use "church" related organizations in its *Purpose* section. This is not a glaring mistake, but since we are now proposing to change the wording in the *Purpose* section, I think we should use the more general term "religious" institutions.

It is obviously a fact that most religious institutions in Fayetteville are Christian churches. However, our City should recognize our citizens' freedom of religion and so not use a term that refers to the predominant religious institutions which excludes other locally smaller religious institutions which are not usually referred to as "churches." Below is my recommended new "Purpose" section.

"(A) *Purpose*. The Institutional District is designed to protect and facilitate use of property owned by public and religious institutions. Larger facilities and institutions may still use historical setback regulations, but public and religious institutions may also choose to use urban form with build-to zones and minimum buildable street frontage allowing administrative approval."

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1835

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **RZN-2024-0007: Rezoning (VARIOUS PARK PROPERTIES/ FAYETTEVILE PARKS, NATURAL RESOURCES, AND CULTURAL AFFAIRS, PLAT PAGE VARIES): Submitted by CITY OF FAYETTEVILLE STAFF for VARIOUS PARK PROPERTIES LOCATED WITHIN THE CITY LIMITS OF FAYETTEVILLE. The properties are in VARIOUS ZONING DISTRICTS and total approximately 2,461.60 acres. The request is to rezone the properties to P-1, INSTITUTIONAL.**

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 properties are owned by the City of Fayetteville and managed by the City of Fayetteville Department of Parks, Natural Resources, and Cultural Affairs. This includes a wide-ranging collection of 15 properties that encompass over 2,400 acres and vary in size, scale, and level of development. They range from small, undeveloped neighborhood parks and greenspaces that have been acquired through parkland dedication, to parks that are developed with larger, regional attractions, such as Centennial Park, Lake Fayetteville, and Lake Sequoyah. Following two recent 2019 Bond Project redevelopment projects (the Yvonne Richardson Community Center expansion, and the redevelopment of the Lake Fayetteville softball fields), it came to staff's attention that many Parks properties were out of compliance with current zoning standards and do not afford by-right use as parks. While non-conforming properties can continue to exist and be maintained, ordinance prohibits the expansion or reconstruction of those facilities if they are not in compliance with current zoning standards. Additionally, the recent adoption of the Parks Master Plan in February 2023 (Imagine Tomorrow's Parks) established guiding principles and goals for the next ten years that are, in many cases, predicated on the assumption that many of the subject properties will be programmed to greater or lesser degree as parkland.

Request: The City of Fayetteville Department of Parks, Natural Resources, and Cultural Affairs requests to rezone the subject properties from their current zoning designations (various) to P-1, Institutional. This rezoning request is intended to align Parks-owned properties with the correct zoning designation, similar to the effort completed in 2008 (Ordinance 5116).

Public Comment: Staff have received many inquiries from the public about the proposal, but no direct comments in opposition to or support of the request. Rather, most members of the public that staff spoke with were satisfied upon learning that the effort was to ensure that Parks properties were zoned according to their

existing or intended use. Members of the public did ask questions regarding any planned development on the heels of this rezoning and were directed to the Parks department directly for feedback on future development and master planning processes.

Land Use Compatibility: Staff finds that the proposed zoning change is compatible with surrounding land uses. The properties are already being used as parks facilities, though with different classifications associated with them. The Parks Department uses 8 different classifications of parks: Regional Parks, Community Parks, Neighborhood Parks, Non-City Parks, Special Use, Natural Area, Undeveloped Parks, and Trail Corridors and Greenways. Each designation has a specific set of criteria, and staff finds those criteria can be met with a rezoning to the P-1 zoning district, especially with the consideration for the adoption of new standards to apply to that district.

The Regional Parks (Centennial, Lake Fayetteville, Lake Sequoyah, and Lake Wilson) are meant to have a regional draw and have direct access from arterial streets and access to regional trail systems. Zoning these locations as P-1 would allow for the continuation of the existing uses, such as lakes, trails, and the redevelopment of ball and play fields. The Neighborhood Parks under consideration (Bayyari Park, Clarence Craft Park, White River Park, Rodney Ryan Park, Yvonne Richardson Community Center) are typically 2 to 10 acres in size, and are meant to provide leisure opportunities (including play fields, and shaded areas for gathering) within walking distance of individual neighborhoods. The uses, setbacks, and allowances in P-1 would allow for the continuation of these neighborhood needs to be met, by allowing for Use Unit 4 by-right, where many of those neighborhood parks are currently zoned for residential uses. Many of the parks under consideration with this request are currently "Undeveloped," including Combs Park, Lierly Lane Park, Owl Creek Park, Quarry Trace Park Land, South Yard Park Land, and Hughmont Village Park Land. Undeveloped parks differ from "Natural Areas" in that they are not necessarily intended to remain undeveloped but have perhaps not yet been improved in accordance with long-term plans. Many of the parks in this classification have only been acquired within the last decade through parkland dedication with associated residential developments.

Land Use Plan Analysis: The proposed zoning to P-1, Institutional is compatible with the Future Land Use Map, which in most instances (though not all) identify the areas in question as Civic and Private Open Space. By rezoning to P-1, these parks can be developed or redeveloped to help meet future goals and serve the needs of the community. If they are to stay in their existing zoning districts (such as RSF-1, NC, or I-1), the City would have a more difficult time implementing the 2023 Parks Master Plan, and would involve a more piecemeal approach to rezoning these properties. Staff finds that taking this broader approach saves City resources and time instead of rezoning at the time of a specific development proposal or funding opportunity.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates varying scores for the subject Parks properties. Full evaluation of each site is provided in the attached Planning Commission report.

DISCUSSION:
At the March 11, 2024 Planning Commission meeting, a unanimous vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Sparkman made the motion and Commissioner Brink seconded. Commissioners offered support of the request, appreciating the batch approach to the rezoning as Parks continue to develop, and finding the request to rezone to P-1 to be a compatible zoning district for parks and recreational purposes. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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

File #: 2024-1835

RZN-2024-0007: Rezoning (VARIOUS PARK PROPERTIES/ FAYETTEVILE PARKS, NATURAL RESOURCES, AND CULTURAL AFFAIRS, PLAT PAGE VARIES): Submitted by CITY OF FAYETTEVILLE STAFF for VARIOUS PARK PROPERTIES LOCATED WITHIN THE CITY LIMITS OF FAYETTEVILLE. The properties are in VARIOUS ZONING DISTRICTS and total approximately 2,461.60 acres. The request is to rezone the properties to P-1, INSTITUTIONAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0007 FOR APPROXIMATELY 2,461.60 ACRES LOCATED AT VARIOUS CITY PARK PROPERTIES FROM VARIOUS ZONING DISTRICTS TO P-1, INSTITUTIONAL

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 various zoning districts to P-1, Institutional.

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

2024-1835

Item ID

4/2/2024

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

Jonathan Curth	3/15/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0007: Rezoning (VARIOUS PARK PROPERTIES/ FAYETTEVILE PARKS, NATURAL RESOURCES, AND CULTURAL AFFAIRS, PP VARIES): Submitted by CITY OF FAYETTEVILLE STAFF for VARIOUS PARK PROPERTIES LOCATED WITHIN THE CITY LIMITS OF FAYETTEVILLE. The properties are in VARIOUS ZONING DISTRICTS and total approximately 2,461.60 acres. The request is to rezone the properties to P-1, INSTITUTIONAL.

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:

EXHIBIT 'A'

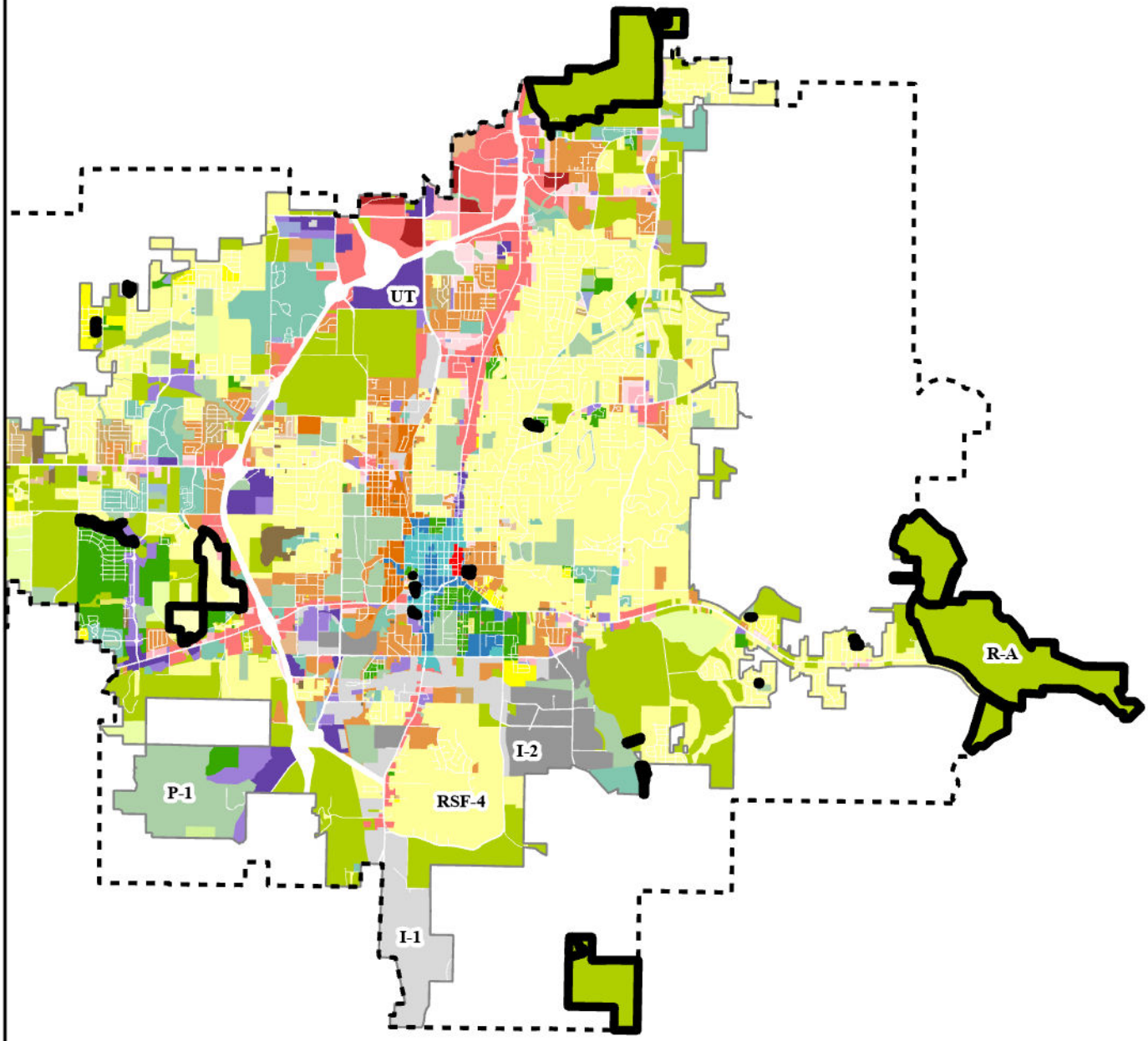
RZN-2024-0007

One Mile View

Various City Parks

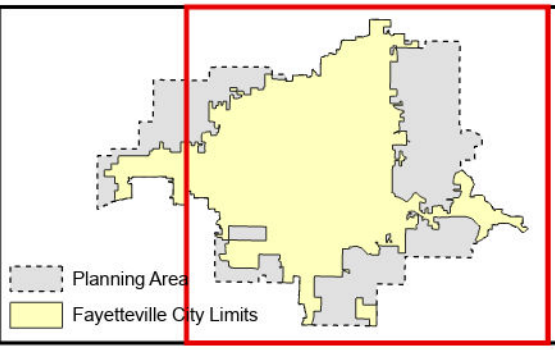
NORTH

0 1.25 2.5 5 Miles



Fayetteville City Limits

Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RH-U
RH-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

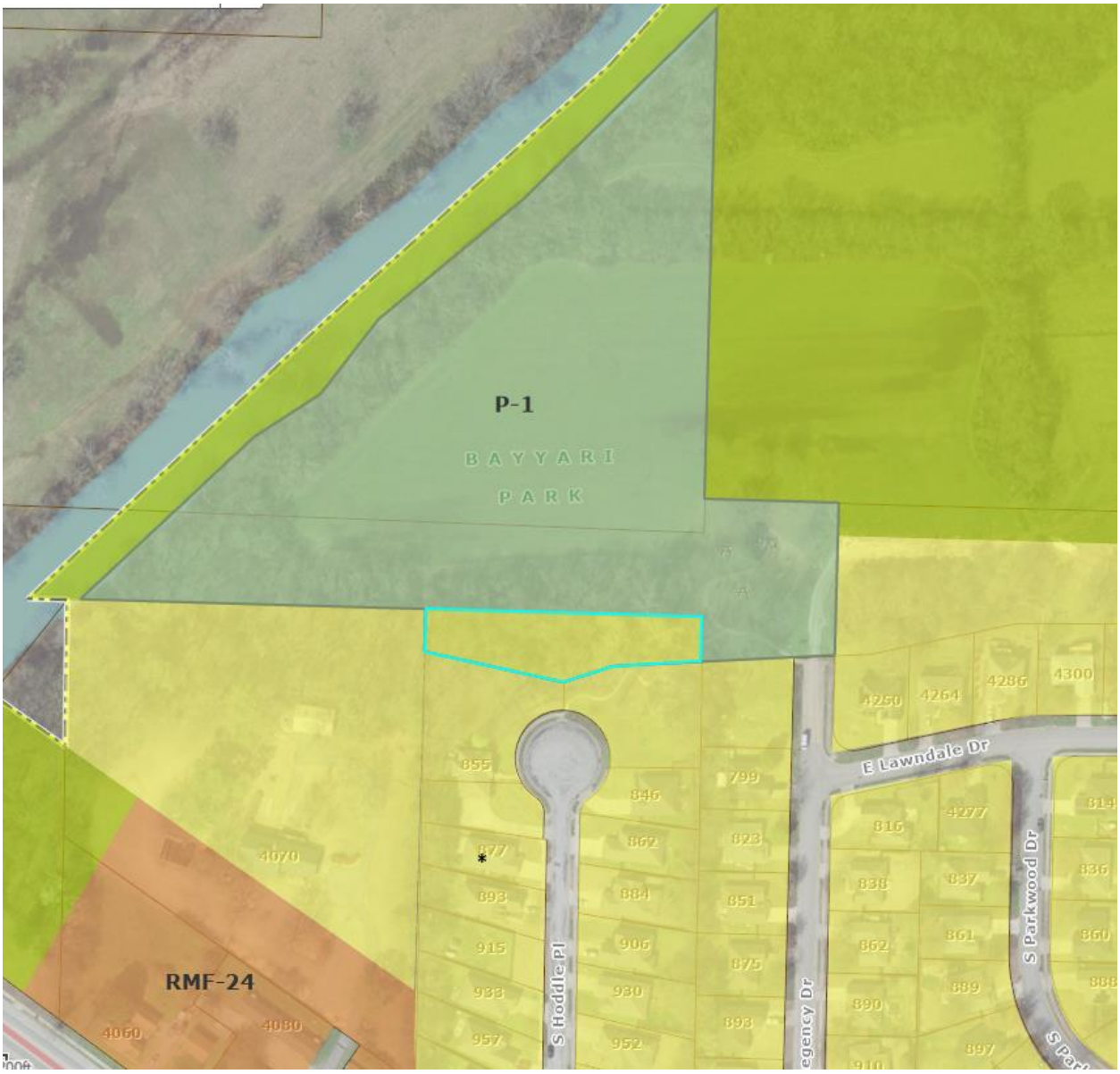
RZN-2024-0007
EXHIBIT 'B'

Bayyari Park Parcel No: 765-27652-000

File No. 2007-00018675

Acres: 0.4

Current Zoning: RSF-7



Legal Description:

A part of the Frl NW ¼ of the Frl NW ¼ of Section 19, Township 16 North, Range 29 West and being more particularly described as follows:
Beginning at a point that is S02°42'13"W 113.52 feet from the Northeast Corner of the Frl NW ¼ of the Frl NW ¼ of said Section 19 and running thence S00°32'28"W 42.88 feet; thence S88°21'12"W 107.38 feet; thence S73°15'34"W 63.34 feet; thence N76°22'48"W 168.40 feet; thence N02°44'49"E 39.27 feet; thence S87°27'20"E 330.51 feet to the point of beginning, containing 0.41 acres, more or less, City of Fayetteville, Washington County Arkansas.

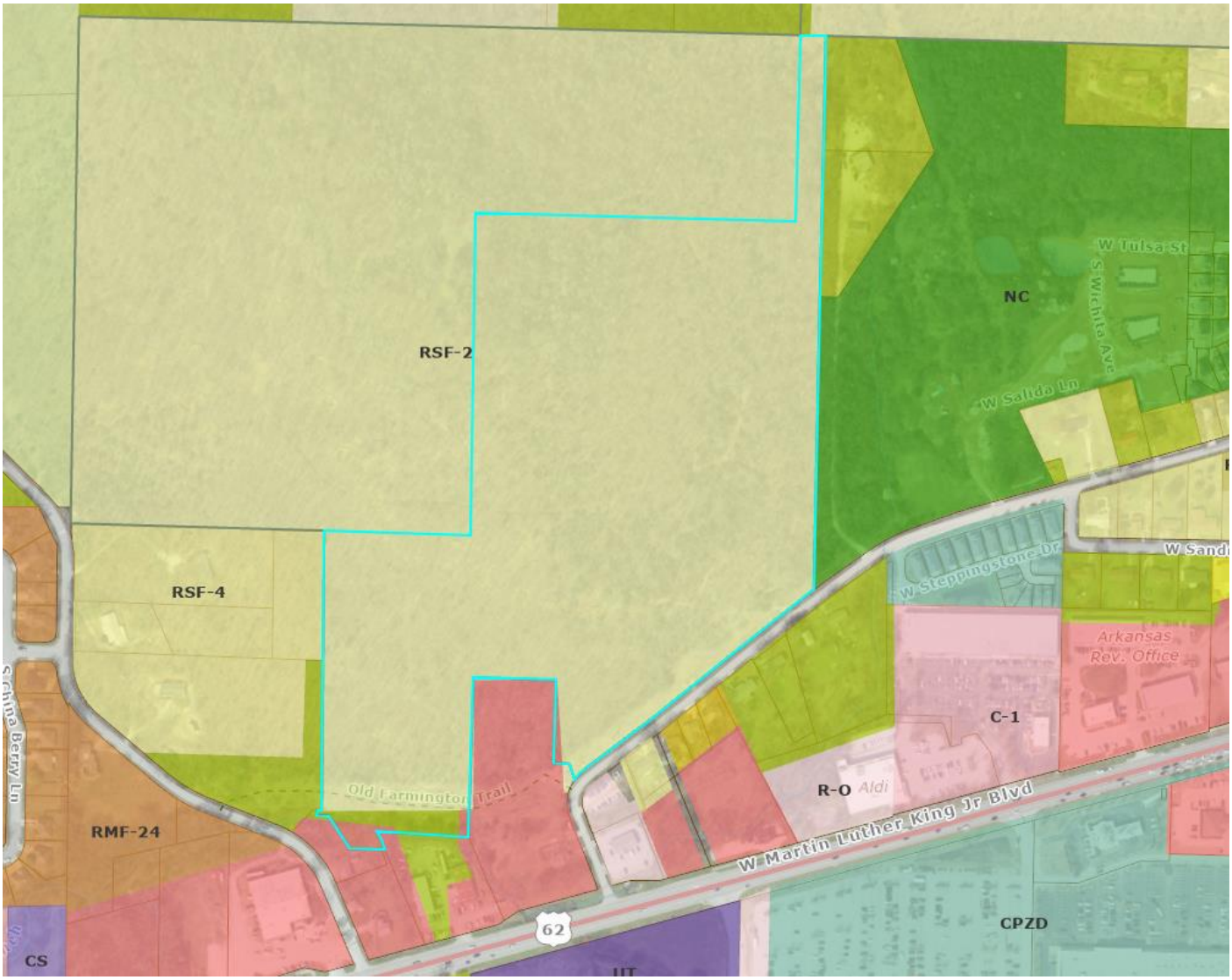
RZN-2024-0007
EXHIBIT 'B'

Centennial Park Parcel No: 765-14750-000

Current Zoning: RSF-2

Acres: 32.6

File No. 2018-00008775



Legal Description:

EXHIBIT "A"

A part of the NW 1/4, a part of the NE1/4 of the SW 1/4, all of the SE 1/4 of the SW 1/4 and a pail of the SW 1/4 of the SE 1/4, all in Section 18, Township 16 North, Range 30 West, and being a part of the NW 1/4 of the NE 1/4 in Section 19, Township 16 North, Range 30 West, in Washington County, Arkansas, and being described as follows; Beginning at the SE Corner of the SE 1/4 of the NW 1/4 of said Section 18, said point being the POINT OF BEGINNING, thence South 02 degrees 46 minutes 52 seconds West 1,321.02 feet, thence South 86 degrees 56 minutes 47 seconds East 876.47 feet, thence South 17 degrees 15 minutes 41 seconds East 351.25 feet, thence South 00 degrees 04 minutes 42 seconds East 744.83 feet, thence South 00 degrees 37 minutes 34 seconds West 241.10 feet, thence South 03 degrees 55 minutes 06 seconds West 88.87 feet, thence South 82 degrees 12 minutes 35 seconds West 176.00 feet, thence South 72 degrees 23 minutes 42 seconds West 128.62 feet, thence South 62 degrees 07 minutes 59 seconds West 77.45 feet; thence North 02 degrees 43 minutes 46 seconds East 203.62 feet, thence North 87 degrees 24 minutes 50 seconds West 681.74 feet, thence North 87 degrees 11 minutes 22 seconds West 1,257.55 feet, thence North 87 degrees 17 minutes 08 seconds West 65.41 feet, thence North 02 degrees 43 minutes 42 seconds East 1,342.93 feet, thence South 87 degrees 37 minutes 08 seconds East 37.26 feet, thence North 02 degrees 26 minutes 56 seconds East 1,322.47 feet, (hence North 87 degrees 56 minutes 51 seconds West 328.51 feet, thence North 02 degrees 03 minutes 09 seconds East 902.75 feet, thence North 36 degrees 46 minutes 06 seconds East 416.81 feet, thence North 51 degrees 14 minutes 45 seconds West 19.39 feet, [hence North 23 degrees 36 minutes 22 seconds East 313.74 feet, thence North 66 degrees 23 minutes 38 seconds West 80.09 feet, (hence along a curve to the right 64.16 feet, said curve having a radius of 40.00 feet and a chord bearing and distance of North 20 degrees 26 minutes 45 seconds West 57.50 feet, thence along a curve to the right 116.37 feet, said curve having a radius of 475.00 feet and a chord bearing and distance of North 32 degrees 31 minutes 14 seconds East 116.08 feet, thence South 66 degrees 23 minutes 38 seconds East 124.55 feet, thence along a curve to the right 1,347.16 feet, said curve having a radius of 1,275.00 feet and a chord bearing and distance of South 36 degrees 07 minutes 29 seconds East 1,285.36 feet, thence North 84 degrees 08 minutes 41 seconds East 430.06 feet, thence South 02 degrees 57 minutes 19 seconds West 772.96 feet, to the POINT OF BEGINNING, containing 155.93 acres, more or less; subject to easements and rights of way of record.

-ALSO-

A part of the Fractional NW 1/4 of Section 19, Township 16 North, Range 30 West, Washington County, Arkansas. being more particularly described as follows: Beginning at the Northwest corner of the Fractional NW 1/4 of said Section 19, thence South 87 degrees 08 minutes 30 seconds East 1872.97 feet to the Northeast corner of the Fractional NW 1/4 of said Fractional NW 1/4; thence South 87 degrees 10 minutes 08 seconds East 65.39 feet; thence South 02 degrees 23 minutes 23 seconds West 1452.13 feet to a found cotton spindle in the center line of Old Farmington Road; thence along the centerline of Old Farmington Road, South 54 degrees 11 minutes 43 seconds West 67.19 feet to a found cotton spindle; thence South 52 degrees 36 minutes 01 seconds West 442.08 feet; thence along and leaving the centerline of Old Farmington Road, South 54 degrees 18 minutes 57 seconds West 305.08 feet to a found iron pin: thence South 81 degrees 32 minutes 45 seconds West 8.56 feet to the Southeast corner of the 1.62 acre School-Church Tract; thence North 02 degrees 09 minutes 19 seconds West 294.74 feet to the Northeast corner of said Tract; thence North 89 degrees 34 minutes 10 seconds West 214.65 feet to the Northwest corner of said Tract; thence South 01 degrees 56 minutes 49 seconds West 331.56 feet to the Southwest corner of said Tract; thence South 81 degrees 32 minutes 45 seconds West 28.18 feet to a found iron pin; thence North 88 degrees 56 minutes 16 seconds West 367.34 feet to a found iron pin; thence North 01 degrees 56 minutes 53 seconds East 718.48 feet to a found stone; thence North 86 degrees 28 minutes 58 seconds West 658.72 feet to the Southwest corner of the Fractional NW 1/4 of said Fractional NW 1/4; thence North 02 degrees 15 minutes 53 seconds East 1309.63 feet to the Point of Beginning, containing 72.93 acres, more or less. Subject to the right-of-way of Old Farmington Road along the Southeast side thereof and any rights-of-way of record or fact.

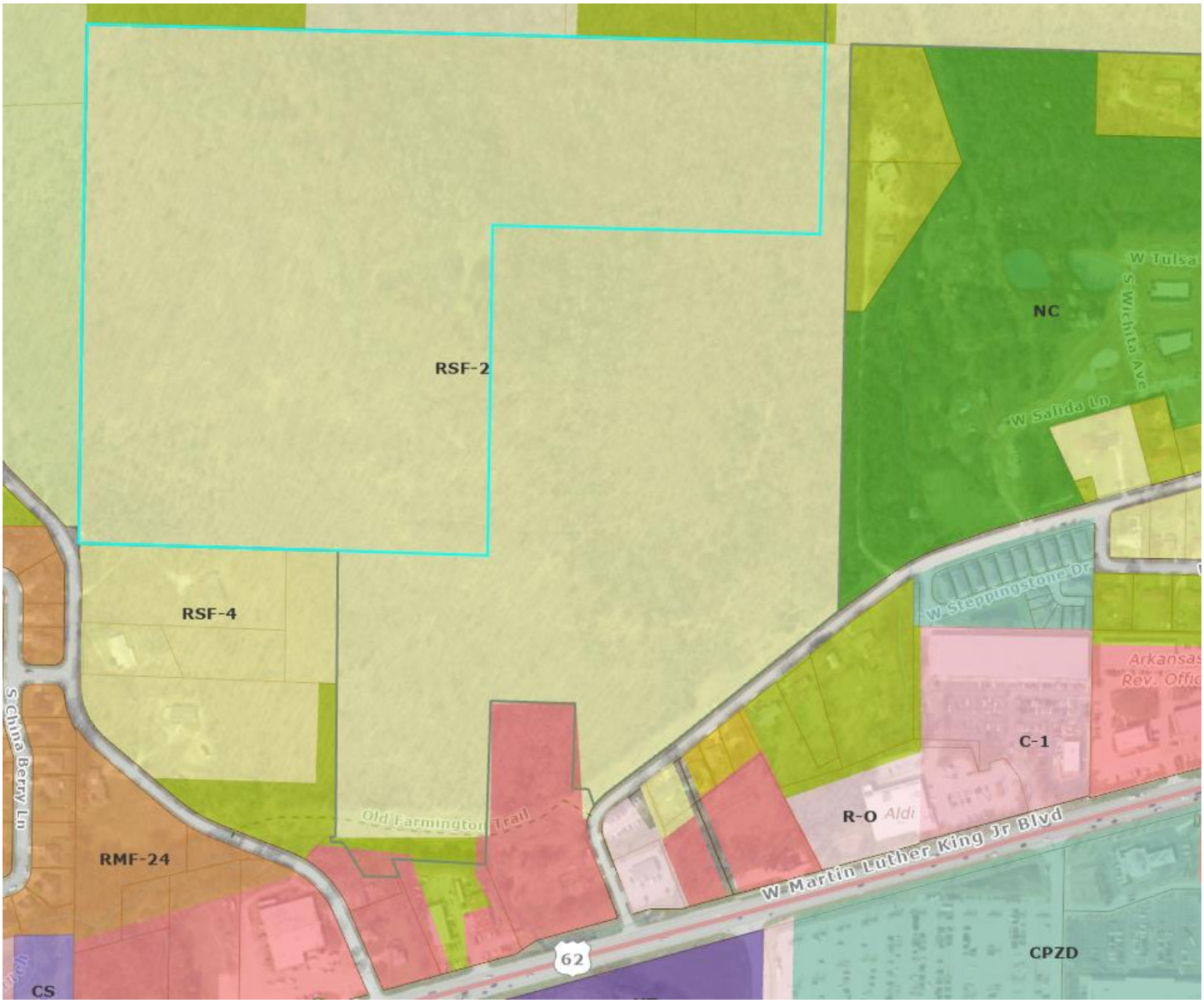
RZN-2024-0007
EXHIBIT 'B'

Centennial Park Parcel No: 765-14675-000

Current Zoning: RSF-2

Acres: 40.7

File No. 2018-00008775



Legal Description:

EXHIBIT "A"

A part of the NW 1/4, a part of the NE1/4 of the SW 1/4, all of the SE 1/4 of the SW 1/4 and a pail of the SW 1/4 of the SE 1/4, all in Section 18, Township 16 North, Range 30 West, and being a part of the NW 1/4 of the NE 1/4 in Section 19, Township 16 North, Range 30 West, in Washington County, Arkansas, and being described as follows; Beginning at the SE Corner of the SE 1/4 of the NW 1/4 of said Section 18, said point being the POINT OF BEGINNING, thence South 02 degrees 46 minutes 52 seconds West 1,321.02 feet, thence South 86 degrees 56 minutes 47 seconds East 876.47 feet, thence South 17 degrees 15 minutes 41 seconds East 351.25 feet, thence South 00 degrees 04 minutes 42 seconds East 744.83 feet, thence South 00 degrees 37 minutes 34 seconds West 241.10 feet, thence South 03 degrees 55 minutes 06 seconds West 88.87 feet, thence South 82 degrees 12 minutes 35 seconds West 176.00 feet, thence South 72 degrees 23 minutes 42 seconds West 128.62 feet, thence South 62 degrees 07 minutes 59 seconds West 77.45 feet; thence North 02 degrees 43 minutes 46 seconds East 203.62 feet, thence North 87 degrees 24 minutes 50 seconds West 681.74 feet, thence North 87 degrees 11 minutes 22 seconds West 1,257.55 feet, thence North 87 degrees 17 minutes 08 seconds West 65.41 feet, thence North 02 degrees 43 minutes 42 seconds East 1,342.93 feet, thence South 87 degrees 37 minutes 08 seconds East 37.26 feet, thence North 02 degrees 26 minutes 56 seconds East 1,322.47 feet, (hence North 87 degrees 56 minutes 51 seconds West 328.51 feet, thence North 02 degrees 03 minutes 09 seconds East 902.75 feet, thence North 36 degrees 46 minutes 06 seconds East 416.81 feet, thence North 51 degrees 14 minutes 45 seconds West 19.39 feet, [hence North 23 degrees 36 minutes 22 seconds East 313.74 feet, thence North 66 degrees 23 minutes 38 seconds West 80.09 feet, (hence along a curve to the right 64.16 feet, said curve having a radius of 40.00 feet and a chord bearing and distance of North 20 degrees 26 minutes 45 seconds West 57.50 feet, thence along a curve to the right 116.37 feet, said curve having a radius of 475.00 feet and a chord bearing and distance of North 32 degrees 31 minutes 14 seconds East 116.08 feet, thence South 66 degrees 23 minutes 38 seconds East 124.55 feet, thence along a curve to the right 1,347.16 feet, said curve having a radius of 1,275.00 feet and a chord bearing and distance of South 36 degrees 07 minutes 29 seconds East 1,285.36 feet, thence North 84 degrees 08 minutes 41 seconds East 430.06 feet, thence South 02 degrees 57 minutes 19 seconds West 772.96 feet, to the POINT OF BEGINNING, containing 155.93 acres, more or less; subject to easements and rights of way of record.

-ALSO-

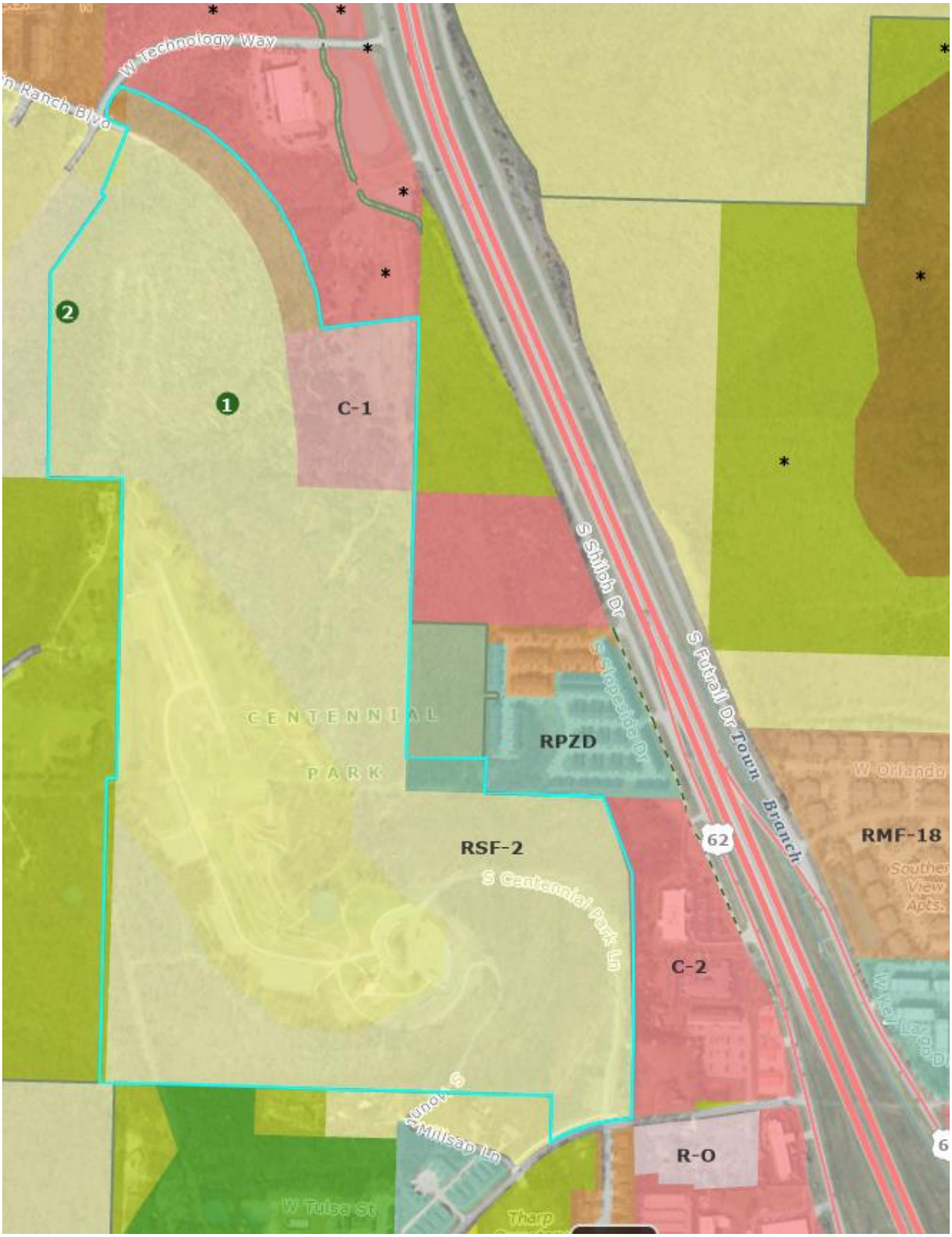
A part of the Fractional NW 1/4 of Section 19, Township 16 North, Range 30 West, Washington County, Arkansas. being more particularly described as follows: Beginning at the Northwest corner of the Fractional NW 1/4 of said Section 19, thence South 87 degrees 08 minutes 30 seconds East 1872.97 feet to the Northeast corner of the Fractional NW 1/4 of said Fractional NW 1/4; thence South 87 degrees 10 minutes 08 seconds East 65.39 feet; thence South 02 degrees 23 minutes 23 seconds West 1452.13 feet to a found cotton spindle in the center line of Old Farmington Road; thence along the centerline of Old Farmington Road, South 54 degrees 11 minutes 43 seconds West 67.19 feet to a found cotton spindle; thence South 52 degrees 36 minutes 01 seconds West 442.08 feet; thence along and leaving the centerline of Old Farmington Road, South 54 degrees 18 minutes 57 seconds West 305.08 feet to a found iron pin: thence South 81 degrees 32 minutes 45 seconds West 8.56 feet to the Southeast corner of the 1.62 acre School-Church Tract; thence North 02 degrees 09 minutes 19 seconds West 294.74 feet to the Northeast corner of said Tract; thence North 89 degrees 34 minutes 10 seconds West 214.65 feet to the Northwest corner of said Tract; thence South 01 degrees 56 minutes 49 seconds West 331.56 feet to the Southwest corner of said Tract; thence South 81 degrees 32 minutes 45 seconds West 28.18 feet to a found iron pin; thence North 88 degrees 56 minutes 16 seconds West 367.34 feet to a found iron pin; thence North 01 degrees 56 minutes 53 seconds East 718.48 feet to a found stone; thence North 86 degrees 28 minutes 58 seconds West 658.72 feet to the Southwest corner of the Fractional NW 1/4 of said Fractional NW 1/4; thence North 02 degrees 15 minutes 53 seconds East 1309.63 feet to the Point of Beginning, containing 72.93 acres, more or less. Subject to the right-of-way of Old Farmington Road along the Southeast side thereof and any rights-of-way of record or fact.

Centennial Park Parcel No: 765-14611-000

Current Zoning: RSF-2, RSF-4, C-1, RMF-12, RPZD

Acres: 157.2

File No. 2018-00008775



Legal Description:

SE SW PT NW PT NE SW PT SW SE & PT NW NE 19-16-30 157.16 AC FURTHER DESCRIBED IN 2024-52 AS: A part of the Northwest Quarter (NW¼), a part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), all of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) and a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), all in Section 18, Township 16 North, Range 30 West, and also being a part of the Northwest Quarter (NW¼) of the (NE¼) in Section Nineteen (19), Township Sixteen (16) North, Range Thirty (30) West, of the Fifth (5th) Principal Meridian, Washington County, Arkansas, and being described as follows: Beginning at the Southeast Corner of the said Southeast Quarter (SE¼) of the Northwest (NW¼) of Section Eighteen (18), said point being the POINT OF BEGINNING; thence South 02° 46' 52" West 1,168.56 feet; thence South 87° 14' 46" East 349.99 feet; thence South 02° 46' 57" West 154.29 feet; thence South 86° 56' 48" East 526.48 feet to a found re-bar; thence South 17° 15' 42" East 351.25 feet to a found rebar; thence South 00° 04' 42" East 7 44.83 feet to a found re-bar; thence South 00°37' 34" West 241.10 feet to a found re-bar; thence South 03° 55' 06" West 88.87 feet to a found re-bar; thence South 82° 12' 35" West 176.00 feet to a found re-bar; thence South 72° 23' 42" West 128.62 feet to a found re-bar; thence South 62° 07' 59" West 77.45 feet to a found re-bar; thence North 02°43' 46" East 203.62 feet to a found re-bar; thence North 87° 24' 50" West 681.74 feet to a found aluminum monument; thence North 87° 11' 22" West 1,257.55 feet to a found re-bar; thence North 87° 17' 08" West 65.41 feet to a found re-bar; thence North 02° 43' 42" East 1,342.93 feet to a found re-bar; thence South 87° 37' 08" East 37.26 feet to a found re-bar; thence North 02° 26' 56" East 1,322.47 feet to a found re-bar; thence North 87° 56' 51" West 328.51 feet to a found re-bar; thence North 02°03' 09" East 902.75 feet to a found re-bar; thence North 36° 46' 06'' East 416.81 feet to a found re-bar; thence North 51° 14' 45" West 19.39 feet to a found re-bar; thence North 23° 36' 22" East 313.74 feet to a found re-bar; thence North 66° 23' 38" West 80.09 feet to the beginning of a curve; thence along a curve to the right 64.16 feet, said curve having a radius of 40.00 feet and a chord bearing and distance of North 20° 26' 45" West 57.50 feet to the beginning of another curve; thence along a curve to the right 116.37 feet, said curve having a radius of 475.00 feet and a chord bearing and distance of North 32° 31' 14" East 116.08 feet to a found re-bar; thence South 66° 23' 38" East 124.55 feet to the beginning of another curve; thence along a curve to the right 1,347.16 feet, said curve having a radius of 1,275.00 feet and a chord bearing and distance of South 36° 07' 29" East 1,285.36 feet to a found re-bar; thence North 84°08' 41" East 430.06 feet to a found re-bar; thence South 02° 57' 19" West 772.96 feet to the POINT OF BEGINNING, containing 157.16 acres, more or less

Clarence Craft Parcel No: 765-29590-000

Current Zoning: NC

Acres: 0.8

File No. 2014-00007801

Legal Description:

LOTS 55, 56, 57, & 58, COTTAGES AT OLD WIRE, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RZN-2024-0007
EXHIBIT 'B'

Clarence Craft Parcel No: 765-29591-000

Current Zoning: NC

Acres: 0.2

File No. 2014-00007801

Legal Description:

LOTS 55, 56, 57, & 58, COTTAGES AT OLD WIRE, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RZN-2024-0007
EXHIBIT 'B'

Clarence Craft Parcel No: 765-29592-000

Current Zoning: NC

Acres: 0.1

File No. 2014-00007801

Legal Description:

LOTS 55, 56, 57, & 58, COTTAGES AT OLD WIRE, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RZN-2024-0007
EXHIBIT 'B'

Clarence Craft Parcel No: 765-29593-000

Current Zoning: NC

Acres: 0.7

File No. 2014-00007801

Legal Description:

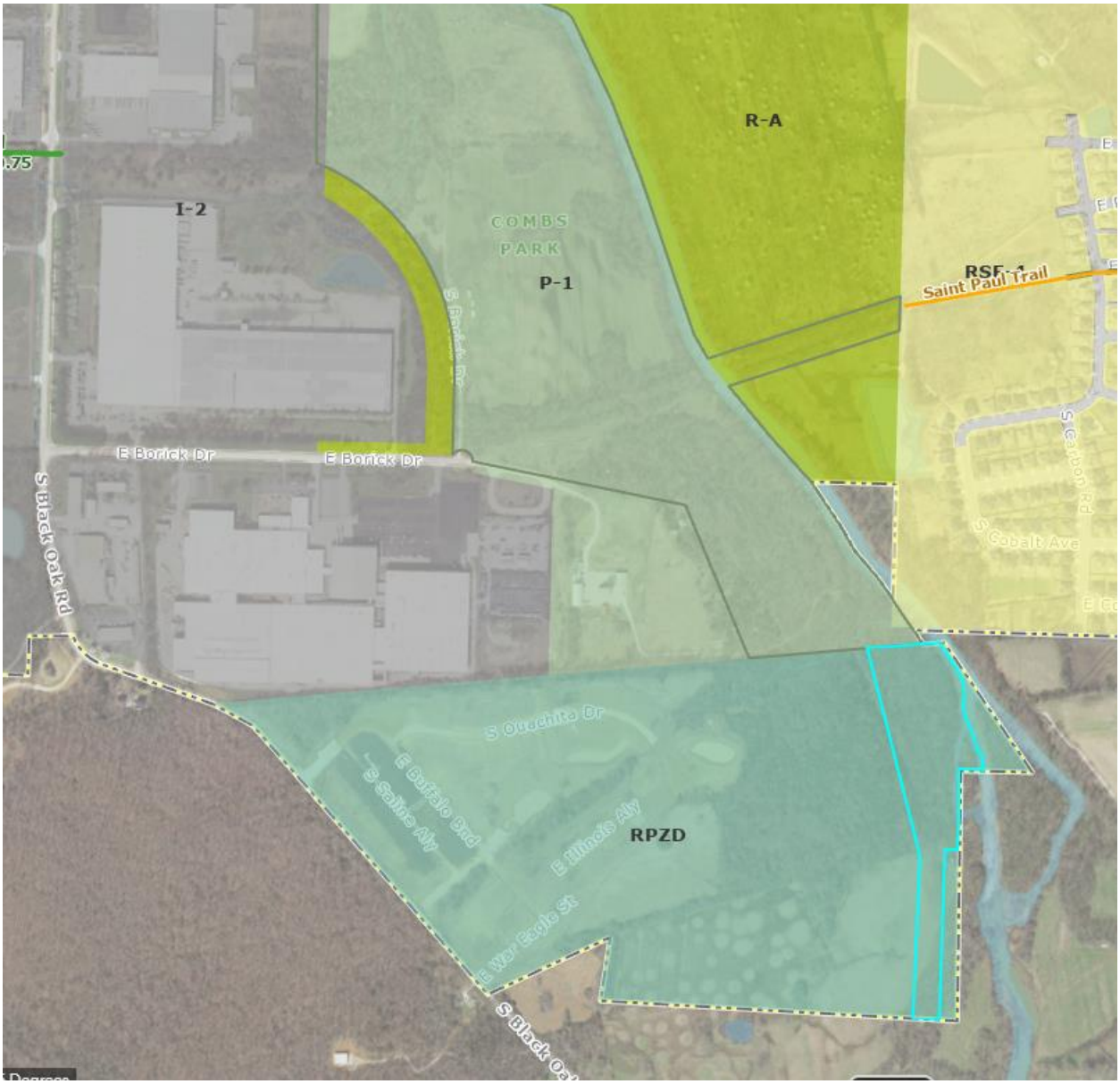
LOTS 55, 56, 57, & 58, COTTAGES AT OLD WIRE, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

Combs Park Parcel No: 765-19956-301

Current Zoning: RPZD

Acres: 8.9

File No. 2023-00023649



Legal Description:

A PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 30 WEST, IN THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25 FROM WHICH, FOR REFERENCE, A 3-INCH DIAMETER ALUMINUM CITY OF FAYETTEVILLE GEODETIC CONTROL MONUMENT EMBOSSED "E-17" HAVING A PUBLISHED NORTH LATITUDE OF 36°01'32.51055" AND PUBLISHED WEST LONGITUDE OF 094°07'23.91304" BEARS NORTH 56°26'54" EAST, 31.68 FEET AND ALSO AN UN-PUBLISHED 3-INCH DIAMETER ALUMINUM, CITY OF FAYETTEVILLE GEODETIC CONTROL MONUMENT EMBOSSED "E-17" BEARS NORTH 06°54'07" EAST, 12.69 FEET;

THENCE SOUTH 87°04'26" EAST ALONG THE SOUTH LINE OF SAID SECTION 25, A DISTANCE OF 143.22 FEET TO THE WITNESS CORNER AT THE HISTORIC EAST BANK OF THE WEST FORK OF THE WHITE RIVER (CURRENTLY A DRY CHANNEL) FROM WHICH, FOR REFERENCE, THE REMNANT EVIDENCE OF THE ORIGINAL NORTHEAST WITNESS TREE ACCORDING TO THE FIELD NOTES OF U.S. DEPUTY SURVEYOR, NICHOLAS RIGHTOR ON FILE IN THE RECORDS OF THE ARKANSAS COMMISSIONER OF STATE LANDS BEARS NORTH 51°57'09" EAST 17.82 FEET;

THENCE CONTINING SOUTH 87°04'26" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 115.83 FEET;

THENCE LEAVING SAID SOUTH LINE NORTH 02°46'18" EAST ALONG THE PROJECTION OF THE MOST WESTERLY LINE OF THAT CERTAIN LOT SPLIT SURVEY FOR DENNIS McGARRAH RECORDED IN THE WASHINGTON COUNTY SURVEY RECORDS AS FILE NO. 2021-00030143, CROSSING THE SOUTHWEST CORNER OF SAID LOT SPLIT, AN EXISITING 5/8" CAPPED REBAR EMBOSSED "LS 1826" AT A DISTANCE OF 1.14 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 216.25 FEET TO THE **POINT OF BEGINNING** AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY QUIT CLAIM DEED TO DENNIS ERVIN AND TIMOTHEA NICOLE McGARRAH ACCORDING TO WASHINGTON COUNTY REAL ESTATE FILE NO. 2022-0018331;

THENCE CONTINUING NORTH 02°46'18" EAST WITH THE WEST LINE OF SAID McGARRAH TRACT, A DISTANCE OF 776.13 FEET TO AN EXISTING 5/8" CAPPED REBAR EMBOSSED "LS 1826", THE NORTHWEST CORNER THEREOF;

THENCE WITH NORTH LINE OF SAID McGARRAH TRACT SOUTH 87°09'21" EAST, A DISTANCE OF 70.83 FEET TO THE NORTHEAST CORNER THEREOF AT THE EAST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED BY GENERAL WARRANTY DEED TO NWA LD, LLC ACCORDING TO WASHINGTON COUNTY REAL ESTATE FILE NO. 2022-000018332;

THENCE ALONG SAID EAST LINE NORTH 01°59'22" EAST, A DISTANCE OF 124.39 FEET TO THE NORTHEAST CORNER OF SAID NWA LD, LLC TRACT SAME BEING THE SOUTHEAST CORNER OF ANOTHER CERTAIN TRACT OF LAND CONVEYED BY TRUSTEE WARRANTY DEED TO NWA LD, LLC ACCORDING TO WASHINGTON COUNTY REAL ESTATE FILE NO. 2022-00018326;

THENCE ALONG THE EAST BOUNDARY OF SAID NWA LD, LLC TRACT THE FOLLOWING THIRTEEN (13) CALLS:

1) NORTH 02°05'24" EAST, A DISTANCE OF 232.13 FEET;
2) SOUTH 87°31'06" EAST, A DISTANCE OF 114.46 FEET;
3) NORTH 02°23'40" WEST, A DISTANCE OF 29.55 FEET;
4) NORTH 10°47'13" WEST, A DISTANCE OF 44.94 FEET;
5) NORTH 35°00'55" WEST, A DISTANCE OF 26.01 FEET;
6) NORTH 17°22'48" WEST, A DISTANCE OF 53.16 FEET;
7) NORTH 11°56'51" WEST, A DISTANCE OF 40.45 FEET;
8) NORTH 27°16'35" WEST, A DISTANCE OF 57.82 FEET;
9) NORTH 09°07'07" WEST, A DISTANCE OF 61.86 FEET;
10) NORTH 07°21'36" EAST, A DISTANCE OF 28.25 FEET;
11) NORTH 00°30'28" WEST, A DISTANCE OF 79.67 FEET;
12) NORTH 25°01'30" WEST, A DISTANCE OF 55.55 FEET;
13) NORTH 32°29'11" WEST, A DISTANCE OF 154.73 FEET TO THE NORTHEAST CORNER OF SAID NWA LD, LLC TRACT;

THENCE ALONG THE NORTH LINE OF SAID NWA LD, LLC TRACT SOUTH 86°30'10" WEST, A DISTANCE OF 94.05 FEET TO AN EXISTING 5/8" REBAR;

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 86°30'10" WEST, A DISTANCE OF 234.22 FEET TO THE NORTHWEST CORNER OF HEREIN DESCRIBED PARK DEDICATION TRACT;

THENCE ALONG THE WEST BOUNDARY OF HEREIN DESCRIBED TRACT THE FOLLOWING FOUR (4) CALLS:

1. SOUTH 12°59'48" EAST, A DISTANCE OF 797.46 FEET TO THE NORTH LINE OF AFOREMENTIONED NWA LD, LLC TRACT OF LAND ACCORDING TO WASHINGTON COUNTY REAL ESTATE FILE NO. 2022-000018332;
2. CONTINUING SOUTH 12°59'48" EAST, A DISTANCE OF 152.57 FEET;
3. SOUTH 10°20'22" EAST, A DISTANCE OF 32.61 FEET;
4. SOUTH 03°47'46" WEST, A DISTANCE OF 724.58 FEET TO THE SOUTH LINE OF AFOREMENTIONED NWA LD, LLC TRACT OF LAND ACCORDING TO WASHINGTON COUNTY REAL ESTATE FILE NO. 2022-000018332;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) CALLS:

1. SOUTH 85°32'43" EAST, A DISTANCE OF 36.15 FEET TO AN EXISTING 5/8" REBAR;
2. CONTINUING SOUTH 85°32'43" EAST, A DISTANCE OF 73.71 FEET TO

THE **POINT OF BEGINNING** AND CONTAINING 8.62 ACRES MORE OR LESS;

HEREINABOVE DESCRIBED TRACT BEING A PORTION OF WASHINGTON COUNTY PARCEL NO. 765-19956-300, 5.783 ACRES MORE OR LESS; A PORTION OF PARCEL NO. 765-19956-400, 2.412 ACRES MORE OR LESS; AND A PORTION OF PARCEL NO. 765-19956-100, 0.422 ACRES MORE OR LESS.

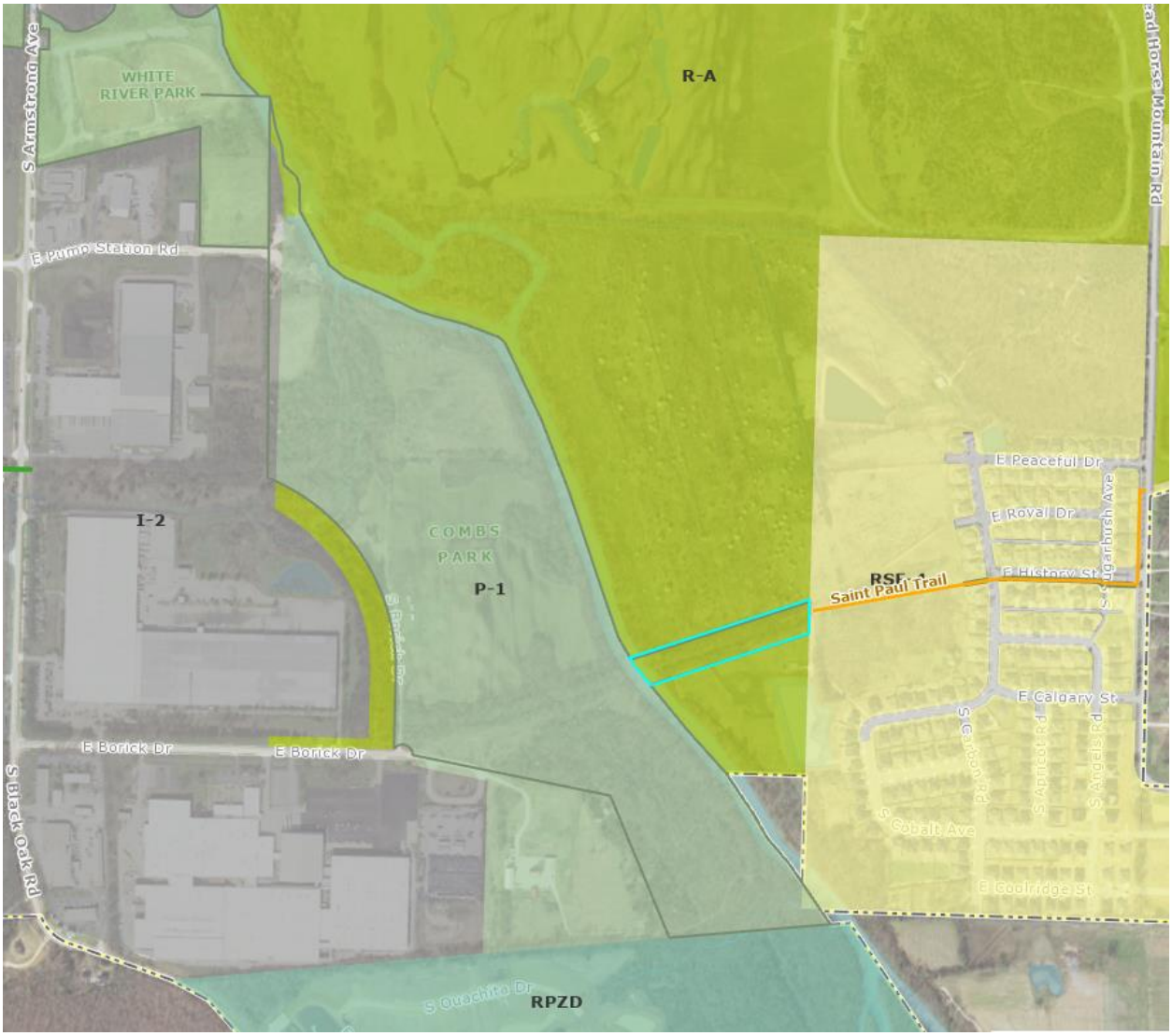
BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

Combs Park Parcel No: 765-15269-702

Current Zoning: R-A

Acres: 3

File No. 2012-00032569



Legal Description:

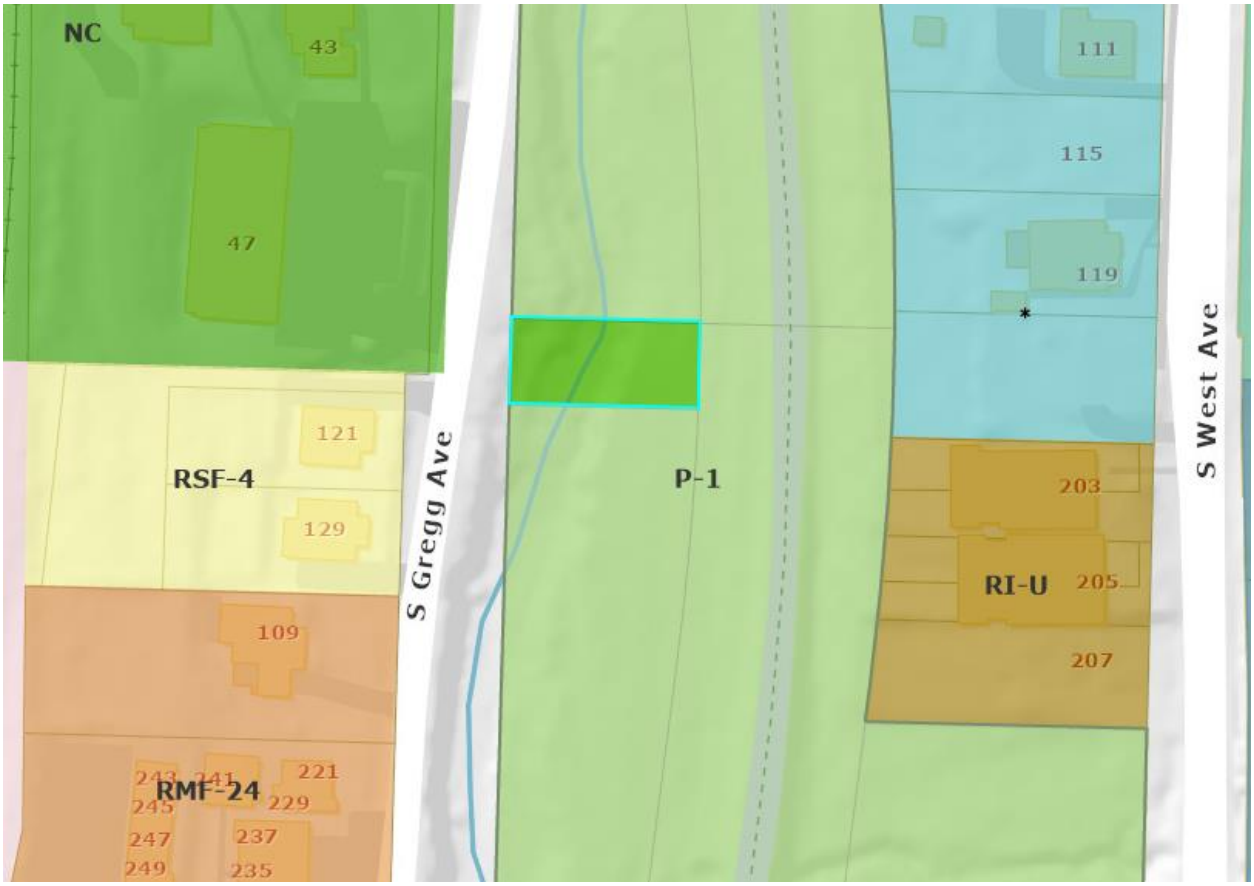
PT SE NE 2.96 AC (PARK DEDICATION) FURTHER DESCRIBED IN 2013-7399 AS: A part of the SE 1/4 of the NE 1/4 of Section 26, T16N, R30W in Washington County, Arkansas and being described as follows: Commencing at the SE Corner of said SE 1/4, NE 1/4 thence N 02° 53’35" E 700.05 feet to the P.O.B., thence S 73° 22’54 " W 814.15 feet, thence N 39° 41’06" W 160.86 feet, thence N 73° 22’54" 929.62 feet, thence S 02° 53’35" W 157.02 feet to the P.O.B.; Containing 2.96 acres more or less and subject to easements and right of way of record

Fay Jones Woods Parcel No: 765-02021-000

Current Zoning: NC

Acres: 0.1

File No. Book 95 Page 10238



Legal Description:

All that part of Block Numbered Thirty-five (35) of the original plat of the town (now City) of Fayetteville, Arkansas, lying west of the railroad.

Fay Jones Woods Parcel No: 765-05526-100

Current Zoning: DG

Acres: 0.1

File No. 2007-00045810

Legal Description:

VACATION DESCRIPTION - STREET VACATION "B" (WEST AVENUE)
A PART OF WEST AVENUE LYING EAST OF AND BEING ADJACENT TO LOT NUMBERED ONE (1) IN BLOCK NUMBERED TWENTY-TWO (22), OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON THE PLAT OF SAID ADDITION FILED IN THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE ORIGINAL NORTHEAST CORNER OF LOT ONE (1), BLOCK TWENTY-TWO (22), OF SAID FERGUSON'S ADDITION, SAID POINT BEING A SET 1/2" IRON REBAR; THENCE S89°59'19"E 20.00 FEET TO A SET 1/2" IRON REBAR WHICH IS 40.00 WEST OF THE EAST RIGHT-OF-WAY OF WEST AVENUE; THENCE S00°05'12"W PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF SAID WEST AVENUE 50.00 FEET TO A SET 1/2" IRON REBAR; THENCE N89°59'19"W 20.00 FEET TO A SET 1/2" IRON REBAR AT THE ORIGINAL SOUTHEAST CORNER OF SAID LOT ONE (1); THENCE N00°05'12"E 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1000.0 SQUARE FEET, MORE OR LESS.

VACATION DESCRIPTION - ALLEY RIGHT-OF-WAY
A PART OF A NON-CONSTRUCTED ALLEY LYING WEST OF AND BEING ADJACENT TO LOT NUMBERED ONE (1) IN BLOCK NUMBERED TWENTY-TWO (22), OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON THE PLAT OF SAID ADDITION FILED IN THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE ORIGINAL NORTHWEST CORNER OF LOT ONE (1), BLOCK TWENTY-TWO (22), OF SAID FERGUSON'S ADDITION, SAID POINT BEING A SET 1/2" IRON REBAR; THENCE S15°11'02"E 51.81 FEET TO A SET 1/2" IRON REBAR AT THE ORIGINAL SOUTHWEST CORNER OF SAID LOT ONE (1); THENCE N89°59'19"W 31.09 FEET TO A SET 1/2" IRON REBAR ON THE WEST BOUNDARY OF A 30.00 FOOT WIDE ALLEY RIGHT-OF-WAY; THENCE N15°11'02"W 51.81 FEET ALONG THE WEST LINE OF SAID ALLEY RIGHT-OF-WAY TO A SET 1/2" IRON REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTH STREET; THENCE S89°59'19"E 31.09 FEET TO THE POINT OF BEGINNING, CONTAINING 1554.3 SQUARE FEET, MORE OR LESS.

VACATION DESCRIPTION - STREET VACATION "A" (SOUTH STREET)
A PART OF SOUTH STREET (NOT CONSTRUCTED) LYING SOUTH OF BLOCK NUMBERED THIRTY-SIX (36) AND NORTH OF BLOCK NUMBERED TWENTY-TWO (22) AND EAST OF THE EAST RIGHT-OF-WAY LINE OF THE ST. LOUIS AND SAN FRANCISCO RAILROAD (VACATED) IN FERGUSON'S ADDITON TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON THE PLAT OF SAID ADDITION FILED IN THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE ORIGINAL NORTHEAST CORNER OF LOT ONE (1), BLOCK TWENTY-TWO (22), OF SAID FERGUSON'S ADDITION, SAID POINT BEING A SET 1/2" IRON REBAR; THENCE S89°59'19"E 20.00 FEET TO A SET 1/2" IRON REBAR WHICH IS 40.00 WEST OF THE EAST RIGHT-OF-WAY OF WEST AVENUE; THENCE N00°05'12"E PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF SAID WEST AVENUE 32.50 FEET TO A SET 1/2" IRON REBAR IN THE CENTER OF SAID SOUTH STREET; THENCE N89°59'19"W 20.00 FEET ALONG THE CENTERLINE OF SAID SOUTH STREET TO A SET 1/2" IRON REBAR; THENCE N00°05'12"E 32.50 FEET TO A POINT ON THE SOUTH BOUNDARY OF BLOCK THIRTY-SIX (36) OF SAID FERGUSON'S ADDITION; THENCE N89°59'19"W 158.51 FEET ALONG THE SOUTH LINE OF SAID BLOCK THIRTY-SIX (36) TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ST. LOUIS AND SAN FRANCISCO RAILROAD (VACATED); THENCE LEAVING THE SOUTH LINE OF SAID BLOCK THIRTY-SIX (36), S15°11'02"E 67.36 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD TO A SET 1/2" IRON REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTH STREET; THENCE S89°59'19"E 140.78 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES, MORE OR LESS.

Fay Jones Woods Parcel No: 765-05525-000

Current Zoning: DG

Acres: 0.1

File No. Book 2001 Page 117677

Legal Description:

Tract 1: 765-02030-000A (Mountain Street, Original Town)

All that portion of the 100.0 foot wide railroad right-of-way, now discontinued, being 50.0 feet wide on each side of the Main Track centerline, as originally located and constructed across an area reserved for Mountain Street right-of-way (never constructed) between Block 22 and Block 35 of the Original Town of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of said Block 35 and running thence West 171.96 feet along the north line of Block 35 to the East line of the railroad right-of-way for the point of beginning; thence leaving the East line of the railroad right-of-way and continuing along the North line of Block 35, West 101.81 feet to the West line of the railroad right-of-way; thence leaving the North line of Block 35 and continuing along the West line of the railroad right-of-way, along a curve to the left an arc length of 59.77 feet to the South line of Block 22, said curve having a radius of 1996.53 feet, a central angle of 01° 42' 55" and a long chord of N 11° 57' 39" W 59.77 feet; thence leaving the West line of the railroad right-of-way and continuing along the South line of Block 22, S 89° 51' 07" E 102.49 feet to the East line of the railroad right-of-way; thence leaving the South line of Block 22 and continuing along the East line of the railroad right-of-way, along a curve to the right an arc length of 59.37 feet to the point of beginning, said curve having a radius of 2096.53 feet, a central angle of 01° 37' 21" and a long chord of S 11° 22' 43" E 59.37 feet, containing approximately 5,957 square feet or 0.14 acre, more or less. Subject to any easements and/or rights-of-way of record.

Tract 2: 765-02030-000 (Block 35, Original Town)

All that portion of the 100.0 foot wide railroad right-of-way, now discontinued, being 50.0 feet wide on each side of the Main Track centerline, as originally located and constructed across Block 35 of the Original Town of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of said Block 35 and running thence West 171.96 feet along the North line of Block 35 to the East line of the railroad right-of-way for the point of beginning; thence leaving the North line of Block 35 and continuing along the East line of the railroad right-of-way along a curve to the right an arc length of 260.25 feet to a point of compound curve, said curve having a radius of 2096.53 feet, a central angle of 07° 06' 45" and a long chord of S 07° 00' 40" E 260.09 feet; thence along a curve to the right arc length of 67.92 feet to a point on the South line of Block 35, said curve having a radius of 1728.65 feet, a central angle of 02° 15' 04" and a long chord of S 02° 19' 46" E 67.91 feet; thence leaving the East line of the railroad right-of-way and continuing along the South line of Block 35, West 100.02 feet to the West line of the railroad right-of-way; thence leaving the South line of Block 35 and continuing along the West line of the railroad right-of-way along a curve to the left an arc length of 61.89 feet to a point of compound curve, said curve having a radius of 1628.65 feet a central angle of 02° 10' 38" and a long chord of N 02° 21' 59" W 61.88 feet; thence along a curve to the left an arc length of 266.51 feet to the North line of Block 35, said curve having a radius of 1996.53 feet, a central angle of 07° 38' 54" and a long chord of N 07° 16' 45" W 266.31 feet; thence leaving the West line of the railroad right-of-way and continuing along the North line of Block 35, East 101.81 feet to the point of beginning, containing approximately 32,828 square feet or 0.75 acre, more or less. Subject to any easements and/or rights-of-way of record.

Tract 3: 765-02033-000A (Rock Street, Original Town)

All that portion of the 100.0 foot wide railroad right-of-way, now discontinued, being 50.0 feet wide on each side of the Main Track centerline, as originally located and constructed across an area reserved for Rock Street right-of-way (never constructed) between Block 35 and Block 36 of the Original Town of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of said Block 36 and running thence West 136.13 feet along the North line of Block 36 to the East line of the railroad right-of-way for the point of beginning; thence leaving the East line of the railroad right-of-way and continuing along the North line of Block 36, West 100.00 feet to the West line of the railroad right-of-way; thence leaving the North line of Block 36 and continuing along the West line of the railroad right-of-way, along a curve to the left an arc length of 42.83 feet to the South line of Block 35, said curve having a radius of 1628.65 feet, a central angle of 01° 30' 24" and a long chord of N 00° 31' 28" W 42.83 feet; thence leaving the West line of the railroad right-of-way and continuing along the South line of Block 35, East 100.02 feet to the East line of the railroad right-of-way; thence leaving the South line of Block 35 and continuing along the East line of the railroad right-of-way, along a curve to the right an arc length of 42.83 feet to the point of beginning, said curve having a radius of 1728.65 feet, a central angle of 01° 25' 10" and a long chord of S 00° 29' 38" E 42.83 feet, containing approximately 4,283 square feet or 0.10 acre, more or less. Subject to any easements and/or rights-of-way of record.

Tract 4: 765-02033-000 (Block 36, Original Town)

All that portion of the 100.0 foot wide railroad right-of-way, now discontinued, being 50.0 feet wide on each side of the Main Track centerline, as originally located and constructed across Block 36 of the Original Town of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of said Block 36 and running thence West 136.13 feet along the North line of Block 36 to the East line of the railroad right-of-way for the point of beginning; thence leaving the North line of Block 36 and continuing along the East line of the railroad right-of-way along a curve to the right an arc length of 90.50 feet to the point of compound curvature, said curve having a radius of 1728.65 feet, a central angle of 02° 59' 59" and a long chord of S 01° 42' 56" W 90.49 feet; thence along a curve to the right an arc length of 230.97 feet to a point of compound curvature, said curve having a radius of 3736.42 feet, a central angle of 03° 32' 30" and a long chord of S 04° 59' 11" W 230.93 feet; thence along a curve to the left an arc length of 195.64 feet to a point of compound curvature, said curve having a radius of 982.16 feet, a central angle of 11° 24' 47" and a long chord of S 01° 03' 02" W 195.32 feet; thence along a curve to the left an arc length of 38.00 feet to a point on the South line of Block 36, said curve having a radius of 530.61 feet, a central angle of 04° 06' 12" and a long chord of S 06° 42' 27" E 37.99 feet; thence leaving the East line of the railroad right-of-way and continuing along the South line of Block 36, S 89° 57' 23" W 100.98 feet to the West line of the railroad right-of-way; thence leaving the South line of Block 36 and continuing along the West line of the railroad right-of-way along a curve to the right an arc length of 29.86 feet to a point of compound curvature, said curve having a radius of 630.61 feet, a central angle of 02° 42' 47" and a long chord of N 06° 00' 44" W 29.86 feet; thence along a curve to the right an arc length of 215.56 feet to a point of compound curvature, said curve having a radius of 1082.16 feet, a central angle of 11° 24' 47" and a long chord of N 01° 03' 02" E 215.20 feet; thence along a curve to the left an arc length of 224.79 feet to a point of compound curvature, said curve having a radius of 3636.42 feet, a central angle of 03° 32' 30" and a long chord of N 04° 59' 11" E 224.75 feet; thence along a curve to the left an arc length of 84.89 feet to the North line of Block 36, said curve having a radius of 1628.65 feet, a central angle of 02° 59' 11" and a long chord of N 01° 43' 20" E 84.88 feet; thence leaving the West line of the railroad right-of-way and continuing along the North line of Block 36, East 100.00 feet to the point of beginning, containing approximately 55,510 square feet or 1.27 acres, more or less. Subject to any easements and/or rights-of-way of record.

Tract 5: 765-05525-000A (South Street, Original Town)

All that portion of the 100.0 foot wide railroad right-of-way, now discontinued, being 50.0 feet wide on each side of the Main Track centerline, as originally located and constructed across an area reserved for South Street right-of-way (never constructed) between Block 36 of the Original Town of Fayetteville, and Block 22 of Ferguson's Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of said Block 22 and running thence S 89° 57' 23"W 163.36 feet along the North line of Block 22 to the East line of the railroad right-of-way for the point of beginning; thence leaving the East line of the railroad right-of-way and continuing along the North line of Block 22, S 89° 57' 23" W 103.32 feet to the West line of the railroad right-of-way; thence leaving the North line of Block 22 and continuing along the West line of the railroad right-of-way, along a curve to the right an arc length of 66.10 feet to the South line of Block 36, said curve having a radius of 630.61 feet, a central angle of 06° 00' 21" and a long chord of N 10° 22' 18" W 66.07 feet; thence leaving the West line of the railroad right-of-way and continuing along the South line of Block 36, N 89° 57' 23" E 100.98 feet to the East line of the railroad right-of-way; thence leaving the South line of Block 36 and continuing along the East line of the railroad right-of-way, along a curve to the left an arc length of 66.57 feet to the point of beginning, said curve having a radius of 530.61 feet, a central angle of 07° 11' 19" and a long chord of S 12° 21' 13" E 66.53 feet, containing approximately 6631 square feet or 0.15 acre, more or less. Subject to any easements and/or rights-of-way of record.

Tract 6: 765-05525-000 (Block 22, Ferguson's Addition)

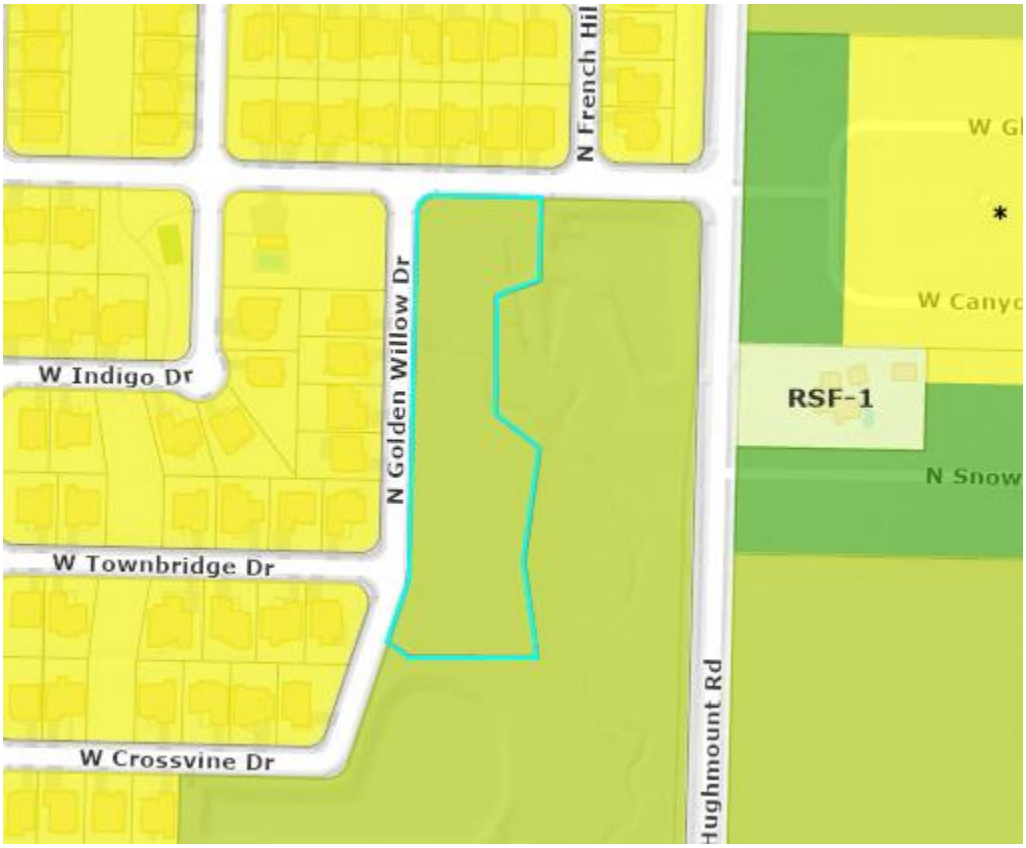
All that portion of the 100.0 foot wide railroad right-of-way, now discontinued, being 50.0 feet wide on each side of the Main Track centerline, as originally located and constructed across Block 22 of Ferguson's Addition to the City of Fayetteville, Washington County, Arkansas, less and except the Easterly 70 feet of said 100.0 feet wide railroad right-of-way conveyed to Emil Rosewicz by Quitclaim Deeds recorded as file Nos. 94035212 and 94038003, being more particularly described as follows: Commencing at the Northeast corner of said Block 22 and running thence S 89° 57' 23"W 163.36 feet along the North line of Block 22 to the East line of the railroad right-of-way for the point of beginning; thence leaving the North line of Block 22 and continuing along the East line of the railroad right-of-way along a curve to the left an arc length of 0.46 feet, said curve having a radius of 530.61 feet, a central angle of 00° 02' 57" and a long chord of S 15° 58' 21" E 0.46 feet; thence S 15° 59' 49" E 288.68 feet to the NE corner of the property described in Quitclaim Deed record 94035212; thence leaving the East line of the railroad right-of-way and continuing along the boundary of the property described in Quitclaim Deed record 94035212, S 89° 57' 23" W 52.00 feet to the centerline of the railroad right-of-way; thence continuing S 89°57'23" W a distance of 20.81 feet; thence S 15° 59' 49" E along a line parallel with and 20 feet W of the centerline of the railroad right of way, S 15° 59' 49" E 187.21 feet to a point on the South line of Block 22 and the North line of Prairie Street; thence along the South line of Block 22 and the North Line of Prairie Street, S 88° 33' 43" W 31.00 feet to the West line of the railroad right-of-way; thence leaving the South line of Block 22 and the North line of Prairie Street and continuing along the West line of the railroad right-of-way, N 15° 59' 49" W 448.07 feet; thence along a curve to the right an arc length of 28.86 feet to the North line of Block 22, said curve having a radius of 630.61 feet, a central angle of 02° 37' 21" and a long chord of N 14° 41' 09" W 28.86 feet; thence leaving the West line of the railroad right-of-way and continuing along the North line of Block 22, N 89° 57' 23" E 103.32 feet to the point of beginning, containing approximately 34,537 square feet or 0.79 acre, more or less. Subject to any easements and/or rights-of-way of record.

Hughmount Park Land Parcel No: 765-21247-900

Current Zoning: RA

Acres: 3

File No. 2020-00040833



Legal Description:

PARK LAND BOUNDARY DESCRIPTION:

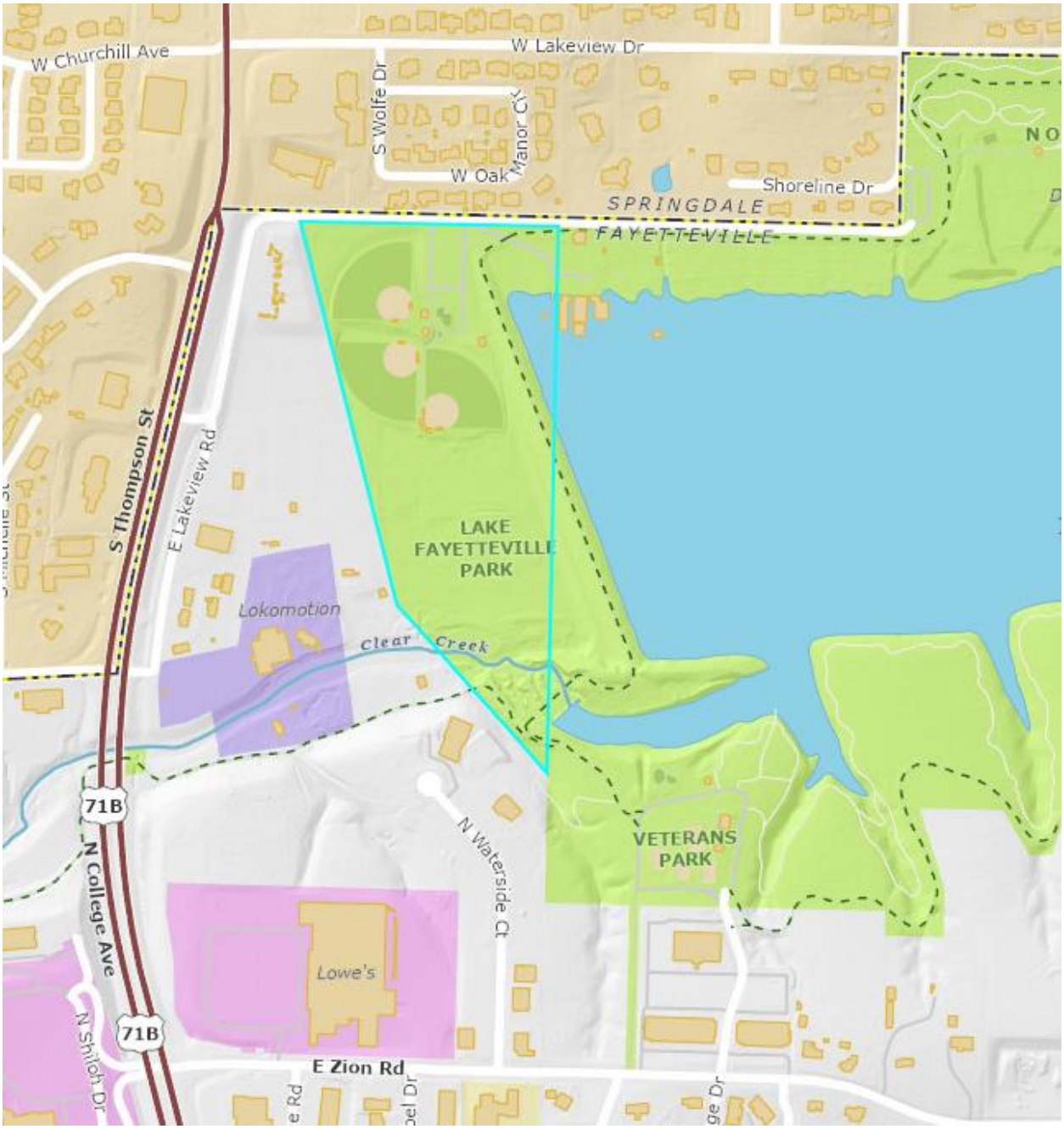
A PART OF THE W1/2 OF THE SW 1/4 OF SECTION 31, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A FOUND IRON PIN AT THE NE CORNER OF THE SW1/4 OF THE SW ¼ OF SECTION 31, T-17-N, R-30-W, THENCE NORTH 02°55'30" EAST – 508.38 FEET; THENCE NORTH 87°06'00" WEST – 290.25 FEET TO A POINT OF BEGINNING, THENCE SOUTH 02°36'40" WEST – 130.50 FEET; THENCE SOUTH 71°57'10" WEST – 73.20 FEET; THENCE SOUTH 01°30'20" WEST – 187.28 FEET; THENCE SOUTH 51°34'10" EAST – 87.13 FEET; THENCE SOUTH 09°11'00" WEST – 179.34 FEET; THENCE SOUTH 06°42'20" EAST – 153.80 FEET; THENCE NORTH 88°31'20" WEST – 202.63 FEET; THENCE NORTH 54°48'10" WEST – 42.28 FEET; THENCE NORTH 20°09'20" EAST – 94.54 FEET, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55 FEET, FOR A DISTANCE OF 16.84 FEET WITH A DELTA OF 17.54 DEGREES; THENCE NORTH 02°36'40" EAST – 570.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 29 FEET FOR A DISTANCE OF 45.55 FEET WITH A DELTA OF 89.99 DEGREES; THENCE SOUTH 87°23'20" EAST – 168.01 FEET TO THE POINT OF BEGINNING, CONTAINING 2.95 ACRES, MORE OR LESS.

Lake Fayetteville Parcel No: 765-15561-000

Current Zoning: R-A

Acres: 30.8

File No.



Legal Description:

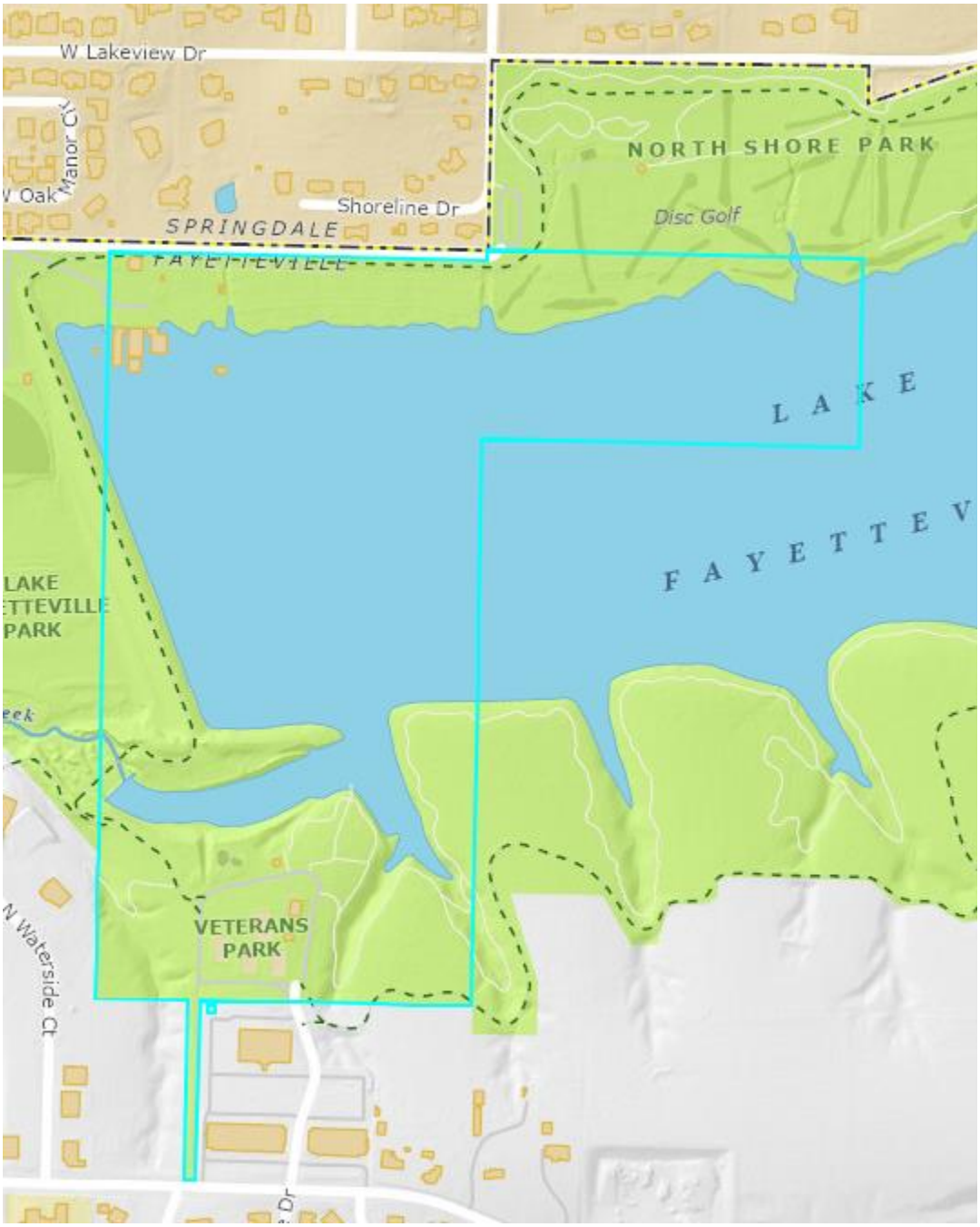
BASEBALL FIELDS NEAR LAKE FAYETTEVILLE PT E/2 NE 32 AC

Lake Fayetteville Park Parcel No: 765-15612-000

Current Zoning: R-A

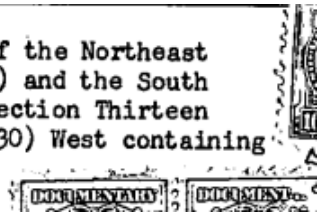
Acres: 99.2

File No. Book 404 Page 44



Legal Description:

The West Half of the Northwest Quarter and the North Half of the Northeast Quarter of the Northwest Quarter of Section Twenty-Four (24) and the South Half of the Southeast Quarter of the Southwest Quarter of Section Thirteen (13) all in Township Seventeen (17) North of Range Thirty (30) West containing One Hundred Twenty-One (121) acres, more or less,



Lake Fayetteville Park Parcel No: 765-15614-000

Current Zoning: R-A

Acres: 18.5

File No.

Legal Description:

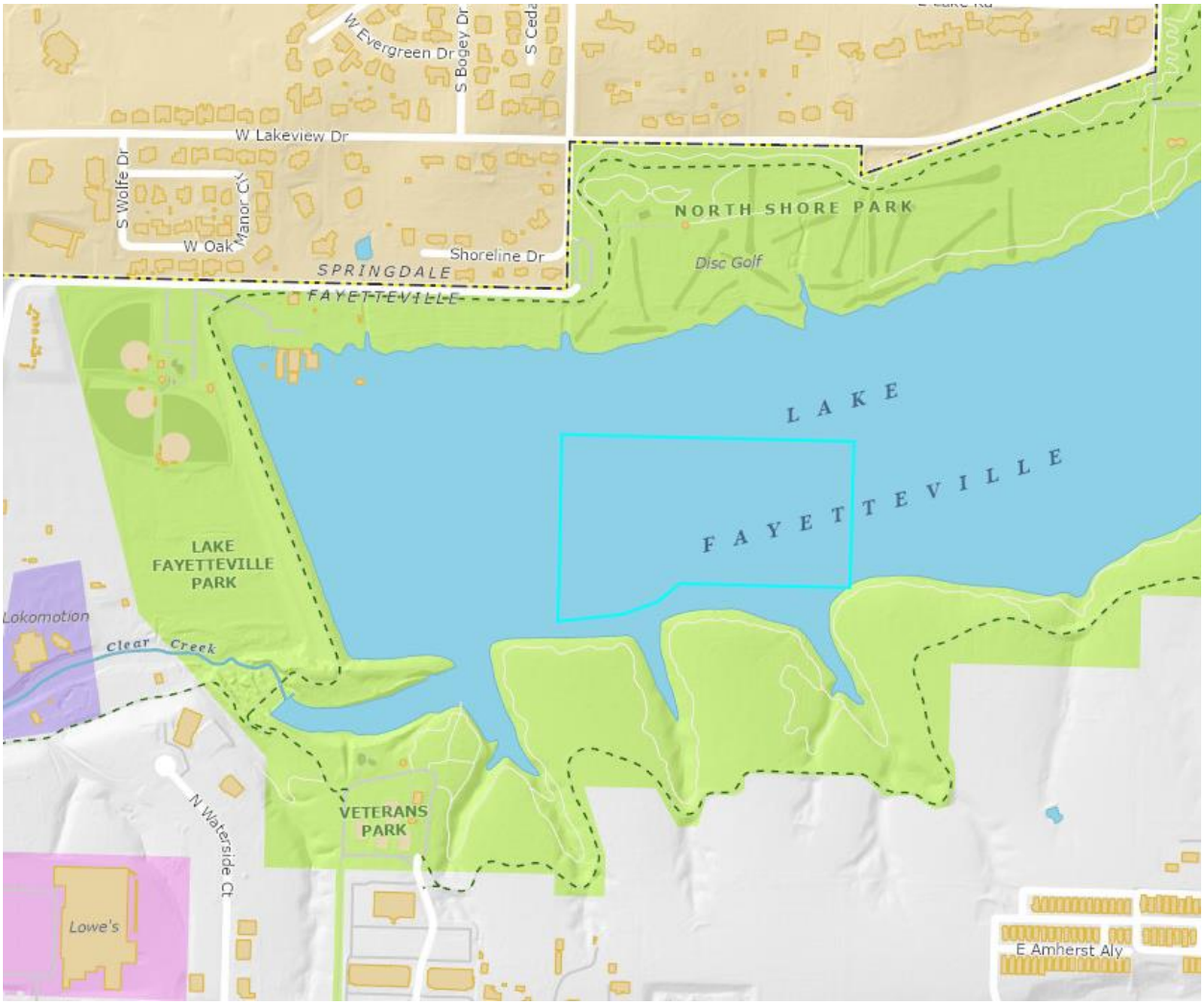
VACANT LAND NEAR LAKE FAYETTEVILLE PT SE NW 24.40 A.

Lake Fayetteville Park Parcel No: 765-15613-000

Current Zoning: R-A

Acres: 27

File No. Book 402 Page 305



Legal Description:

The South half of the Northeast quarter of the Northwest quarter of Section twenty-four (24), containing twenty (20) acres, and a part of the Southeast quarter of the Northwest quarter of Section twenty-four (24), described as follows: Beginning at the North West corner of said forty acre tract, and running, thence South to the middle of Clear Creek; thence in a Northeasterly direction with the middle of said creek to the North line of said forty acre tract; thence West to the place of beginning, containing two (2) acres, more or less, all in Township seventeen (17) North, of Range thirty (30) West of the 5th Principal Meridian, containing in all twenty-two (22) acres, more or less.

Lake Fayetteville Park Parcel No: 765-13206-100

Current Zoning: R-A

Acres: 19.7

File No. Book 404 Page 44

Legal Description:

The West Half of the Northwest Quarter and the North Half of the Northeast Quarter of the Northwest Quarter of Section Twenty-Four (24) and the South Half of the Southeast Quarter of the Southwest Quarter of Section Thirteen (13) all in Township Seventeen (17) North of Range Thirty (30) West containing One Hundred Twenty-One (121) acres, more or less,

Lake Fayetteville Park Parcel No: 765-13206-200

Current Zoning: R-A

Acres: 23.9

File No. Book 402 Page 313

Legal Description:

Washington County, State of Arkansas, to-wit: $23.00 Revenue Stamps attached & to reverse of deed.

The Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) all in Section Twenty-Four (24) Township Seventeen (17) North, Range Thirty (30) West, and a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Seventeen (17) North, Range Thirty (30) West, more particularly described as follows, to-wit: Beginning at a point 396 feet North of the Southwest corner of the Southeast Quarter of the Northwest Quarter of said section 24 and running thence East 825 feet to an iron pin, thence North 99 feet to an iron pin, thence East 495 feet to the East line of said Southeast Quarter of the Northwest Quarter, thence East 451 feet to an iron pin, thence North 495 feet to an iron pin, thence East 869 feet to the East line of the Southwest Quarter of the Northeast Quarter of said Section 24, thence North along the East line of said Southwest quarter of the Northeast Quarter 330 feet to the Northeast corner of said 40 acre tract thence North 1,320 feet more or less along the East line of the Northwest quarter of the Northeast quarter of said section 24 to the Northeast corner thereof, thence continuing North along the East line of the Southwest Quarter of the Southeast Quarter of Section 13, Township 17 North, Range 30 West 1,034 feet to an iron pin, thence South 69 degrees and 52 minutes West 1,405.9 feet, more or less to a point on the West line of the Southwest Quarter of the Southeast Quarter of said Section 13, 550 feet North of the Southwest corner thereof, thence South 550 feet to the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 13, thence South along the West line of the Northwest Quarter of the Northeast Quarter of said Section 24, 1,320 feet, more or less to the Southwest corner of the last named forty acre tract, thence West along the North line of the Southeast quarter of the Northwest Quarter of Section 24 to the middle of the channel of Clear Creek thence down the middle of the channel of Clear Creek to the West line of said Southeast Quarter of the Northwest Quarter of said Section 24, thence South to the point of beginning.

Lake Fayetteville Park Parcel No: 765-13206-300

Current Zoning: R-A

Acres: 116

File No. Book 402 Page 261

Legal Description:

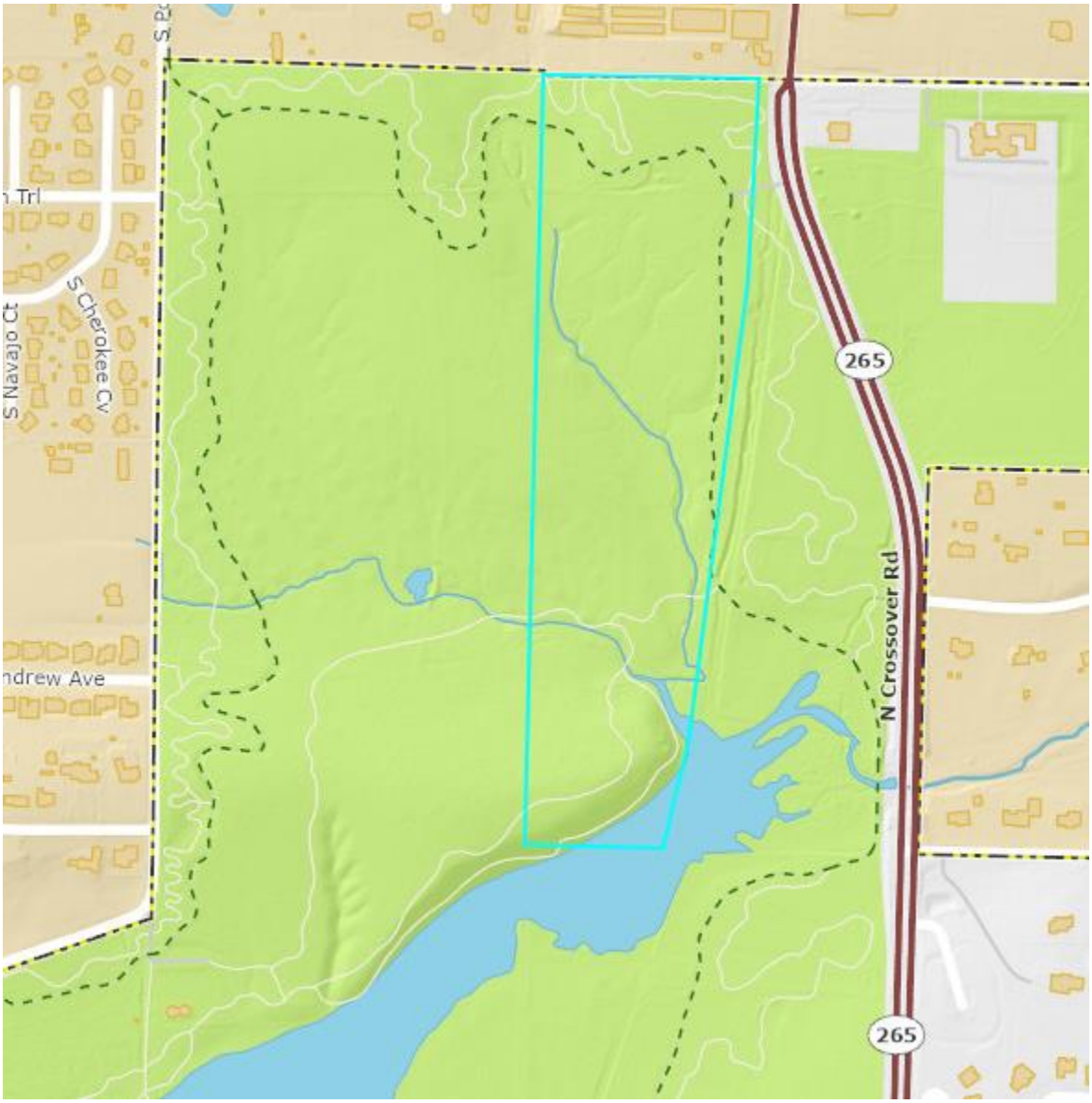
The East half of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section thirteen (13), in Township seventeen (17) North,of Range thirty (30) West; also a part of the Northwest quarter of the Southwest quarter and a part of the Southwest quarter of the Northwest quarter of Section eighteen (18), in Township seventeen (17) North, of Range twenty-nine (29) West, described as follows: Beginning at a limestone rock,at the South West corner of said Northwest quarter of the Southwest quarter of Section 18, and running, thence East 525 feet to the center of the Old Missouri Road; thence North 11° 05' East 373.5 feet; thence North 6°35' East 795 feet; thence North 6°50' East 951 feet; thence North 2°East 558 feet to the North line of said Southwest quarter of the Northwest quarter of Section 18; thence West 839 feet to the North West corner thereof; thence South 160 rods to the beginning point, containing 162.5 acres,more or less.

Lake Fayetteville Park Parcel No: 765-13206-030

Current Zoning: R-A

Acres: 39.1

File No. Book 402 Page 261



Legal Description:

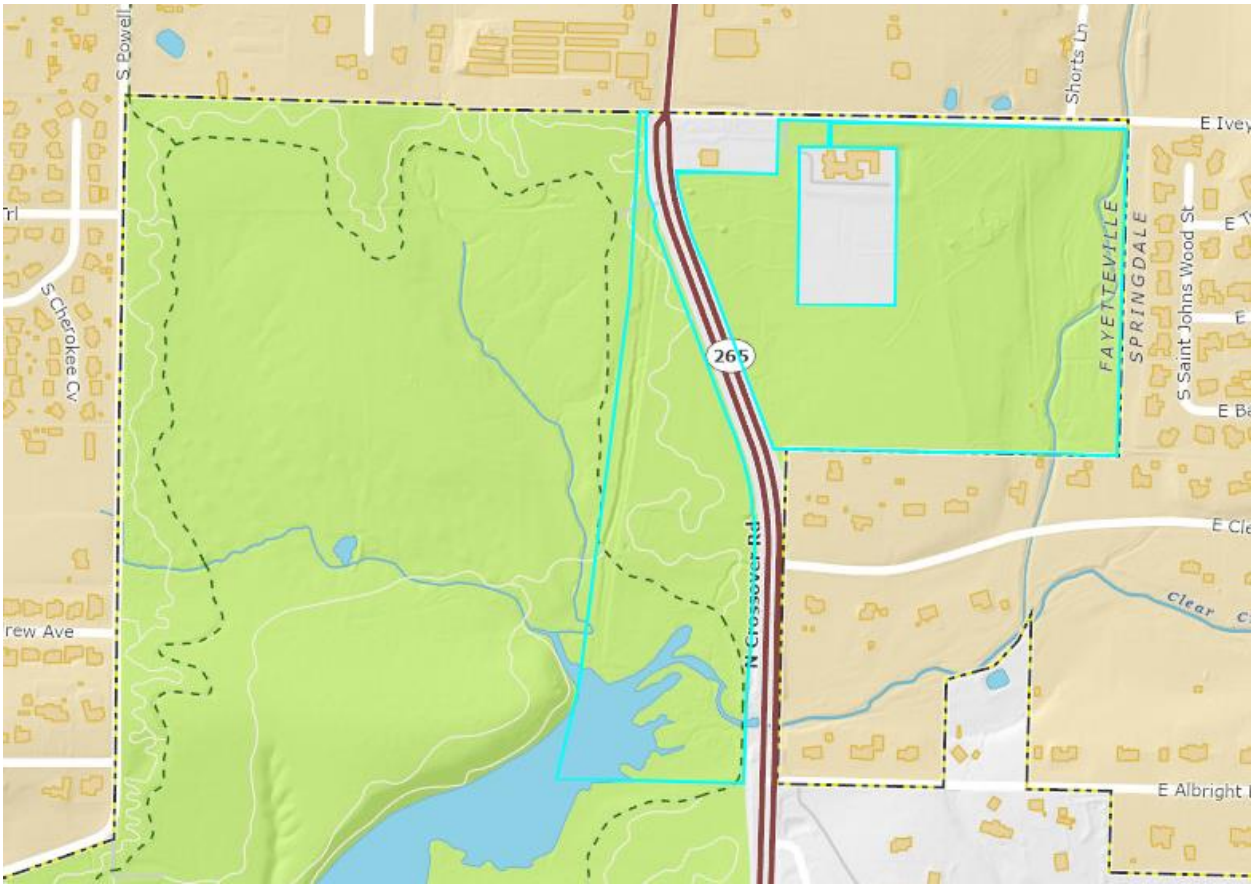
The East half of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section thirteen (13), in Township seventeen (17) North,of Range thirty (30) West; also a part of the Northwest quarter of the Southwest quarter and a part of the Southwest quarter of the Northwest quarter of Section eighteen (18), in Township seventeen (17) North, of Range twenty-nine (29) West, described as follows: Beginning at a limestone rock,at the South West corner of said Northwest quarter of the Southwest quarter of Section 18, and running, thence East 525 feet to the center of the Old Missouri Road; thence North 11° 05' East 373.5 feet; thence North 6°35' East 795 feet; thence North 6°50' East 951 feet; thence North 2°East 558 feet to the North line of said Southwest quarter of the Northwest quarter of Section 18; thence West 839 feet to the North West corner thereof; thence South 160 rods to the beginning point, containing 162.5 acres,more or less.

Lake Fayetteville Park Parcel No: 765-13206-010

Current Zoning: R-A

Acres: 67.1

File No. Book 402 Page 263



Legal Description:

The southeast quarter of the northwest quarter ,and a part of the southwest quarter of the northwest quarter, and a part of the northwest quarter of the southwest quarter of section eighteen (18) , township seventeen (17) north, range twenty nine (29) west, Beginning at a lime stone rock at the southwest corner of said northwest quarter of the southwest quarter of section 18, thence east 525 feet to the center of the Old Missouri Road,for a beginning corner of the lands herein conveyed,thence north eleven degrees .05 minutes east 373.5 feet, thence north six degrees 35 minutes east 795 feet, thence north six degrees and fifty minutes east 951 feet, thence north two degrees east 558 feet, thence east 525.22 feet, thence south one hundred sixty rods, thence west 843.18 feet to the place of beginning, containing 77.5 acres, more or less.

Lake Fayetteville Park Parcel No: 765-13206-400

Current Zoning: R-A

Acres: 37.6

File No. Book 404 Page 315

Legal Description:

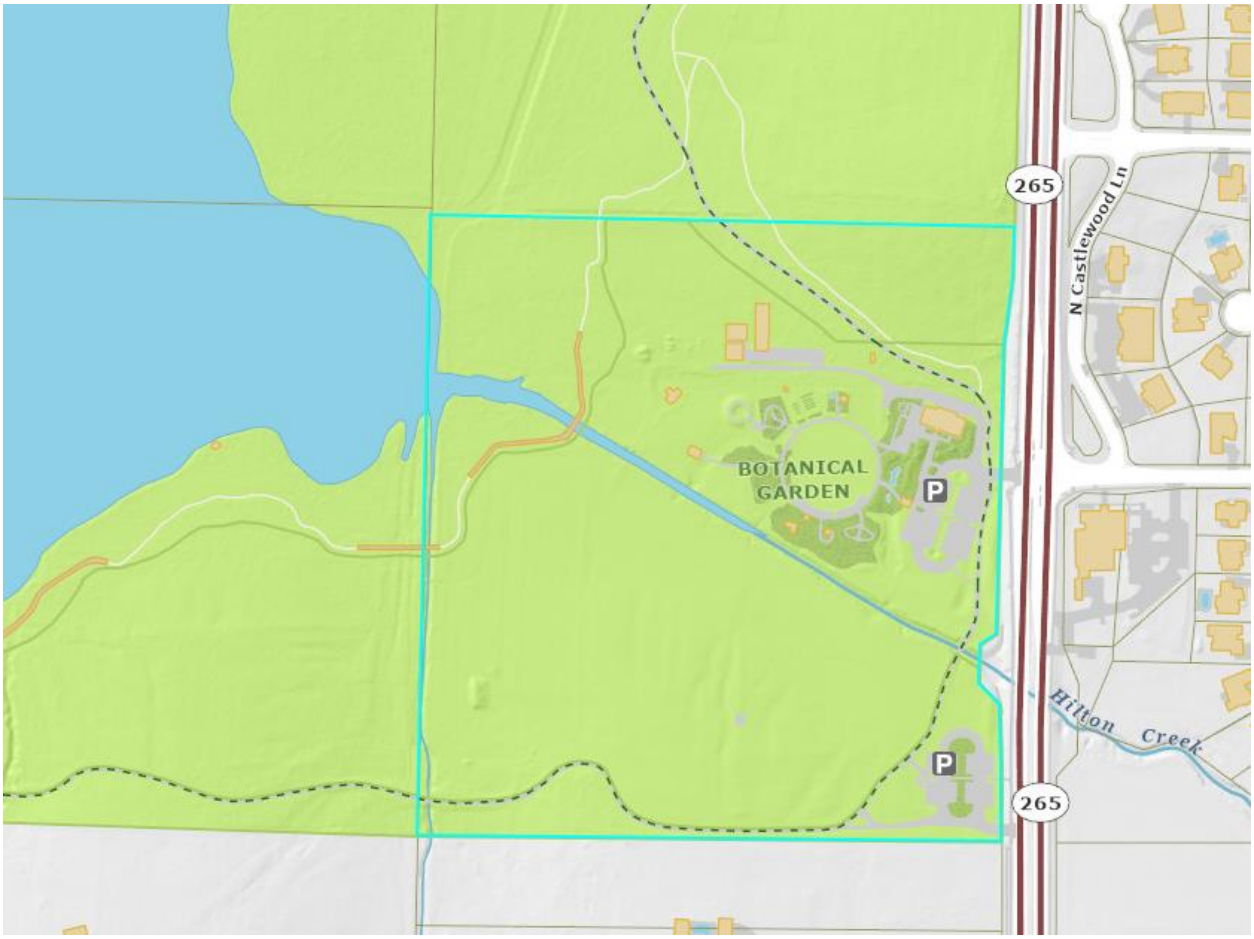
The Fractional Southwest Quarter of the Fractional Southwest Quarter of Section Eighteen (18), in Township Seventeen (17) North, of Range Twenty-nine (29) West, of the 5th Principal Meridian, containing forty-one and one-half acres, more or less.

Lake Fayetteville Park Parcel No: 765-13210-000

Current Zoning: R-A

Acres: 36.8

File No. Book 400 Page 328



Legal Description:

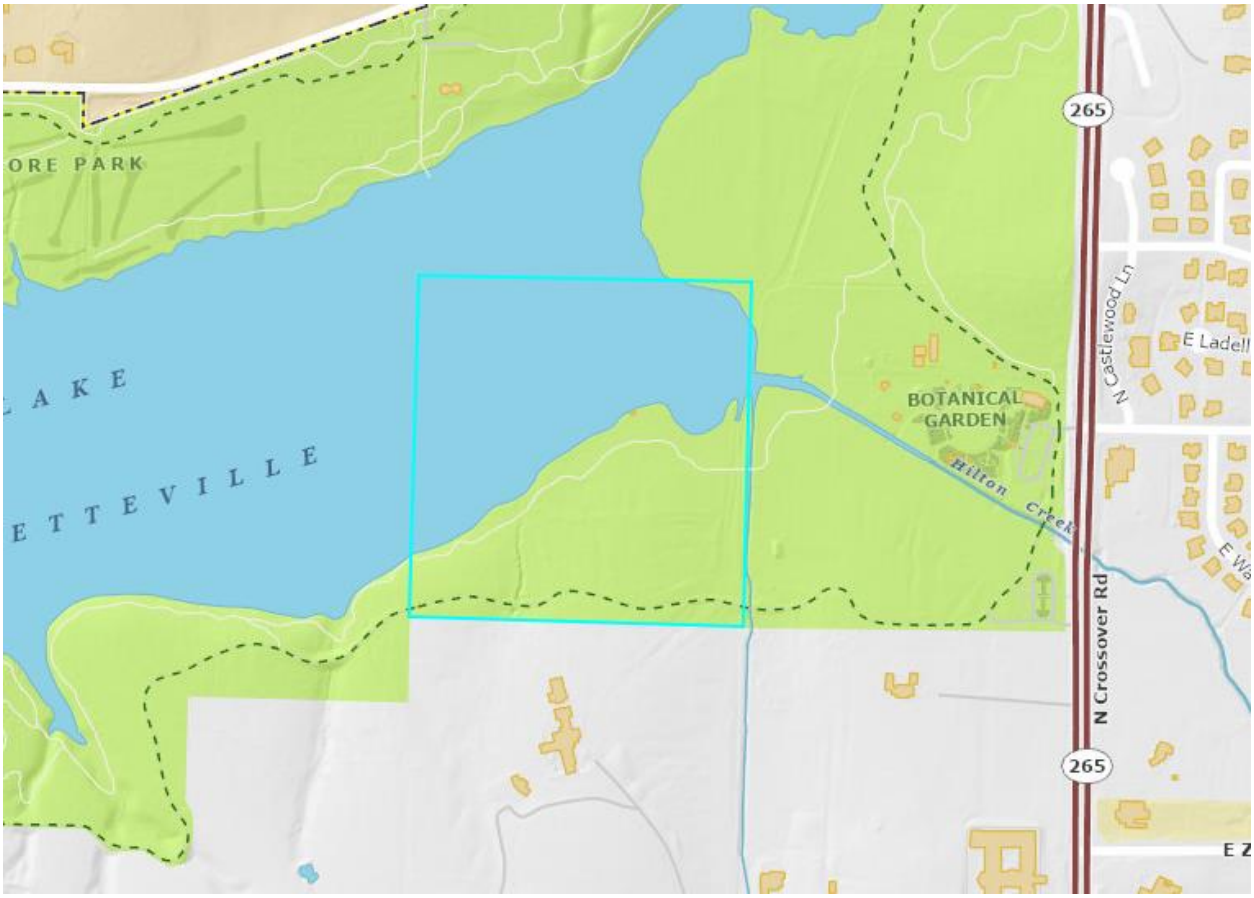
The Northeast quarter of the Northeast quarter of Section 24, Township 17 North, Range 30 West, and the fractional Northwest quarter of the Northwest quarter of Section 19, Township 17 North, Range Twenty Nine (29) West, containing 81.27 acres more or less.

Lake Fayetteville Park Parcel No: 765-15608-000

Current Zoning: R-A

Acres: 39.1

File No. Book 400 Page 328



Legal Description:

The Northeast quarter of the Northeast quarter of Section 24, Township 17 North, Range 30 West, and the fractional Northwest quarter of the Northwest quarter of Section 19, Township 17 North, Range Twenty Nine (29) West, containing 81.27 acres more or less.

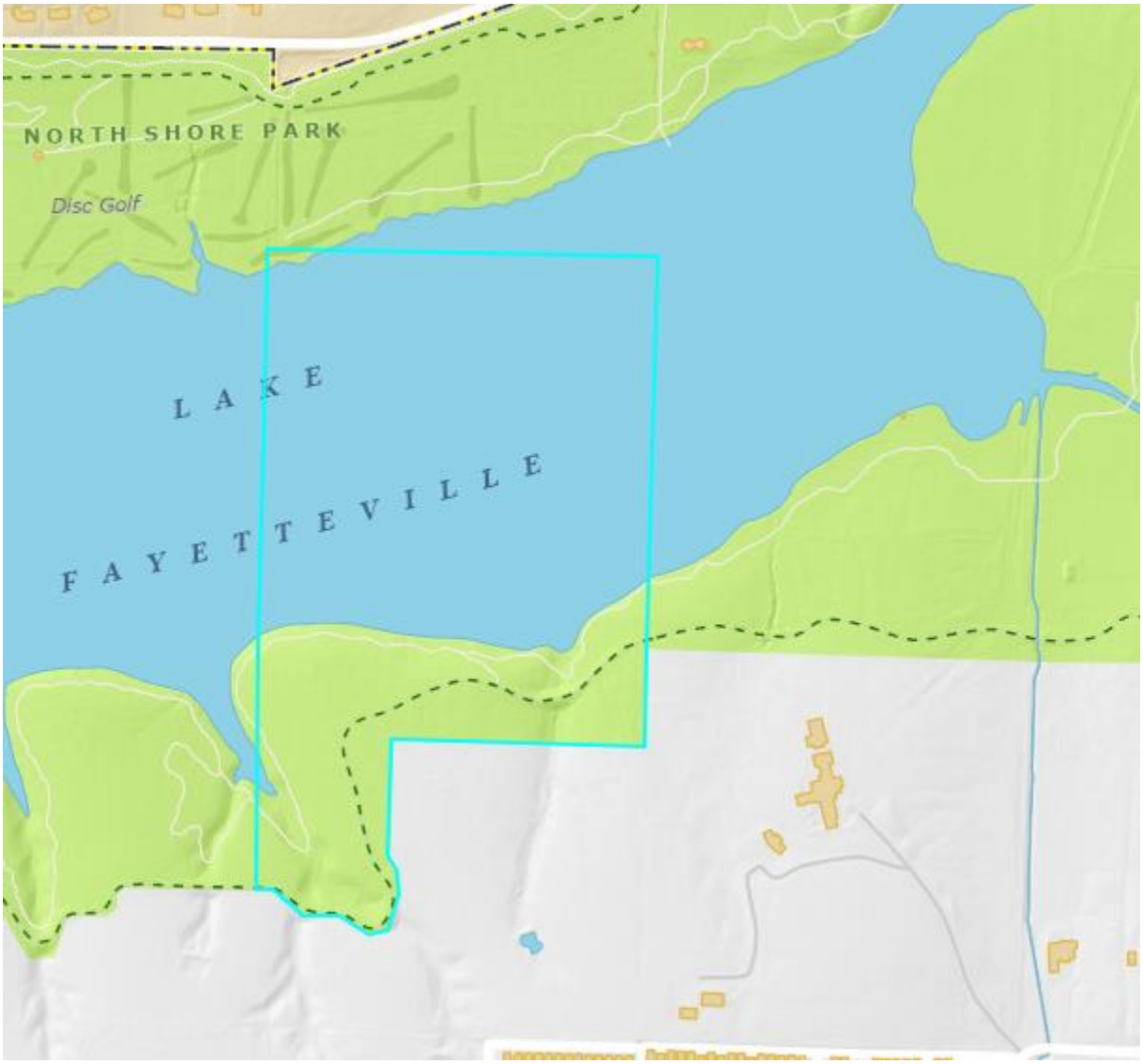
RZN-2024-0007
EXHIBIT 'B'

Lake Fayetteville Park Parcel No: 765-15609-000

Current Zoning: R-A

Acres: 55.5

File No.



RZN-2024-0007
EXHIBIT 'B'

Lake Wilson Park Parcel No: 765-13306-100

Acres: 157.3

Current Zoning: R-A

File No.

Legal Description:

ANNEXED TO CITY OF FAYETTEVILLE FOR 2017 & FOLLOWING YEARS PER ANNEXATION ORDER 5089 S/2 SE 80.00AC NE SW 40.00AC SE SW 40.00AC CITY PARK & WILSON LAKE

RZN-2024-0007
EXHIBIT 'B'

Lake Wilson Park Parcel No: 765-13306-200

Acres: 158.1

Current Zoning: R-A

File No.

Legal Description:

ANNEXED TO CITY OF FAYETTEVILLE FOR 2017 & FOLLOWING YEARS PER ANNEXATION ORDER NO 5089 E/2 NE 80.00AC NE NW 40.00AC E/2 NW NE 20.00AC W/2 NW NE 20 .00AC Part of Wilson Lake & Surrounding Land

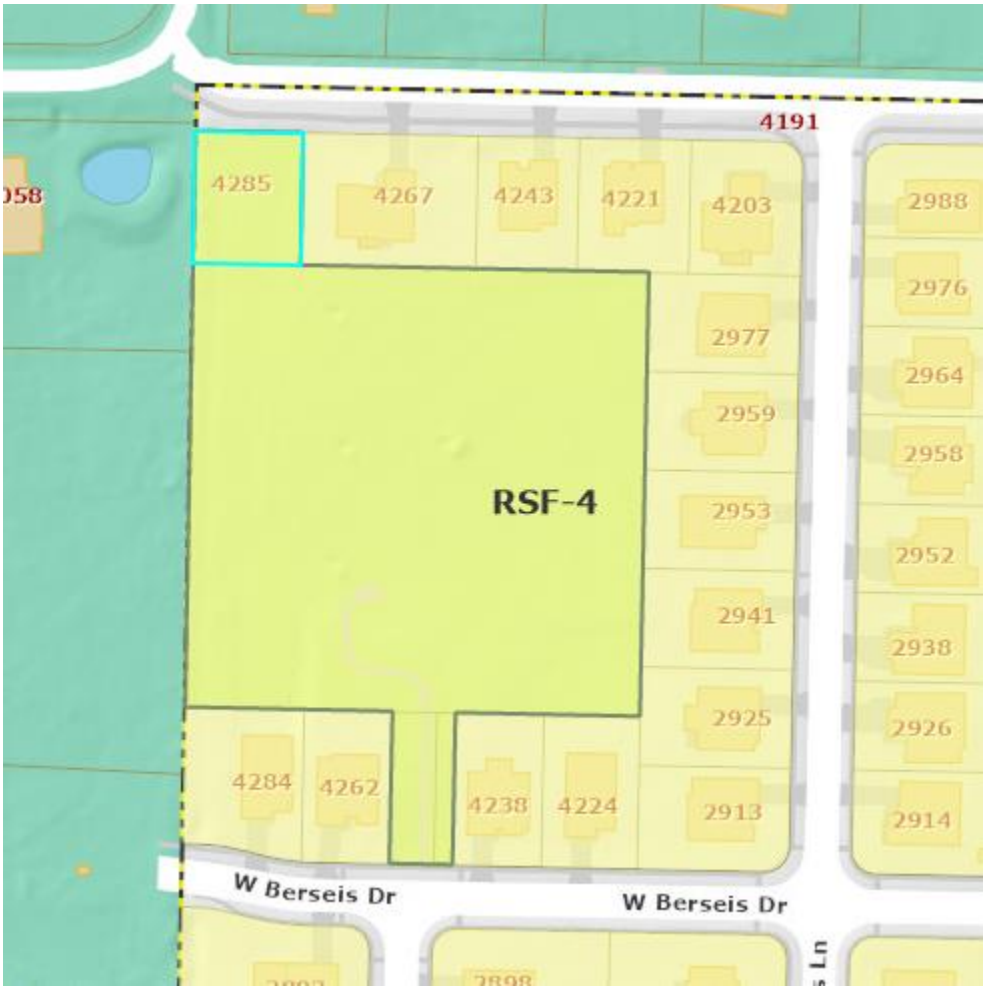
RZN-2024-0007
EXHIBIT 'B'

Lierly Land Park Land Parcel No: 765-27116-000

Current Zoning: RSF-4

Acres: 0.2

File No. 2020-00006832



Legal Description:

Part of Lots 52 and 53, all of Lot 61 and part of Lot 62 of Lierly Lane Subdivision as per plat recorded as Document #23A-278 in the Circuit Clerk's Office of Washington County, Arkansas and also shown on Survey recorded as Document 2015-18914.

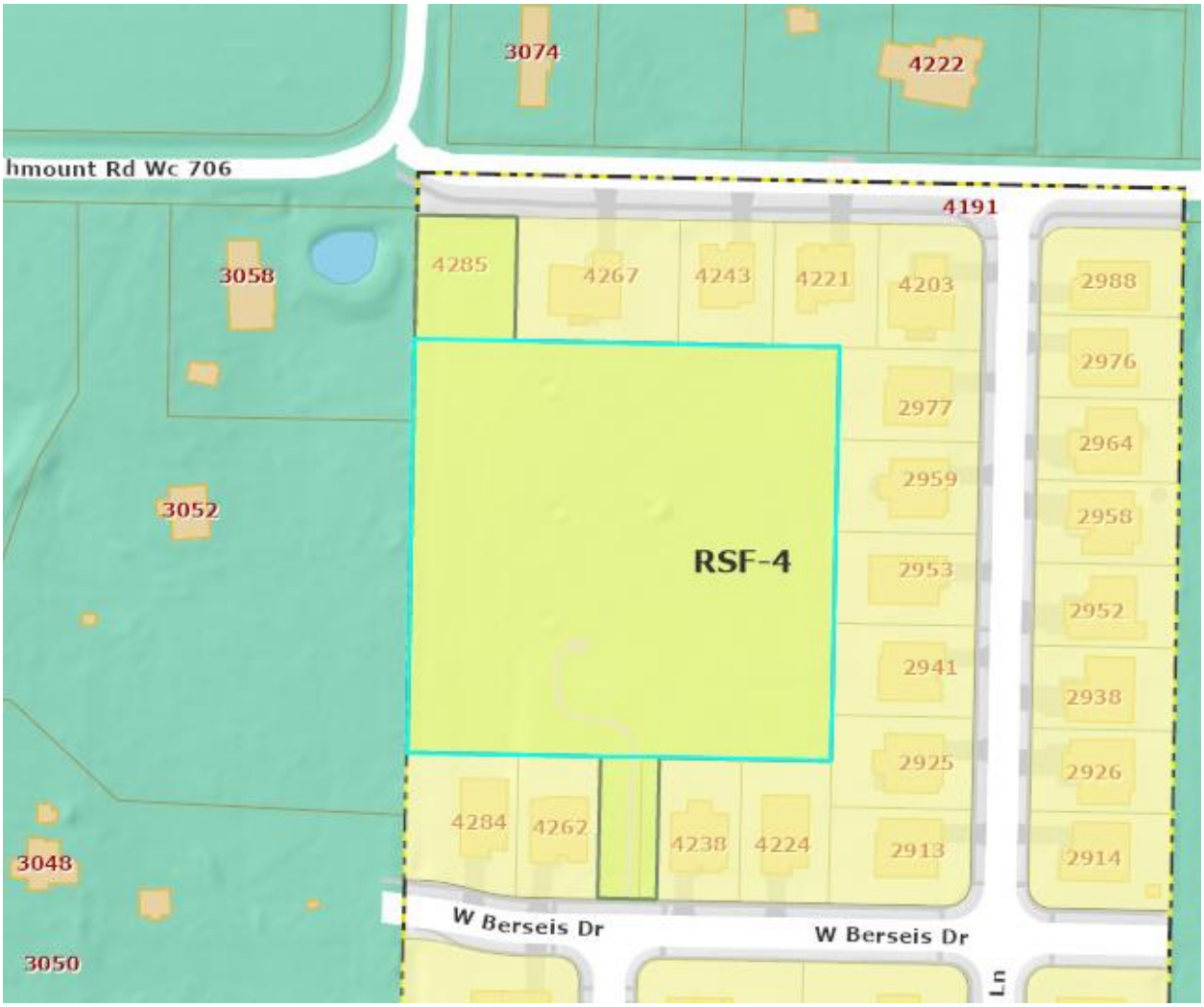
RZN-2024-0007
EXHIBIT 'B'

Lierly Land Park Land Parcel No: 765-27117-000

Current Zoning: RSF-4

Acres: 2.9

File No. 2020-00006832



Legal Description:

Part of Lots 52 and 53, all of Lot 61 and part of Lot 62 of Lierly Lane Subdivision as per plat recorded as Document #23A-278 in the Circuit Clerk's Office of Washington County, Arkansas and also shown on Survey recorded as Document 2015-18914.

RZN-2024-0007
EXHIBIT 'B'

Lierly Land Park Land Parcel No: 765-27107-000

Current Zoning: RSF-4

Acres: .1

File No. 2020-00006832

Legal Description:

Part of Lots 52 and 53, all of Lot 61 and part of Lot 62 of Lierly Lane Subdivision as per plat recorded as Document #23A-278 in the Circuit Clerk's Office of Washington County, Arkansas and also shown on Survey recorded as Document 2015-18914.

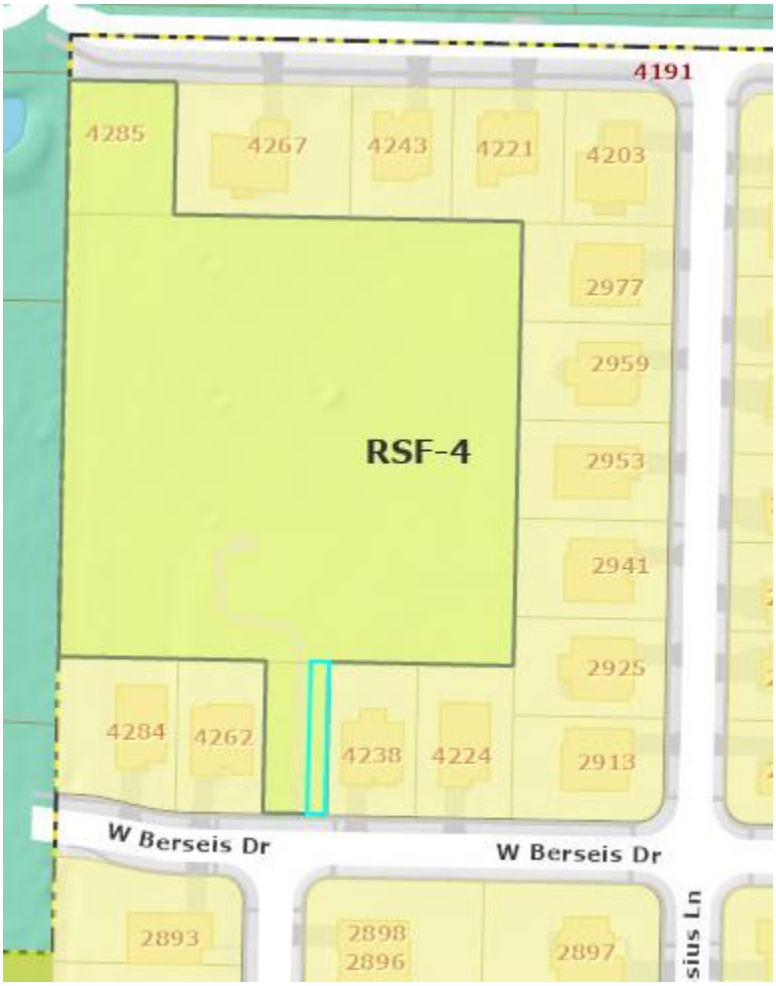
RZN-2024-0007
EXHIBIT 'B'

Lierly Land Park Land Parcel No: 765-27108-000

Current Zoning: RSF-4

Acres: .04

File No. 2020-00006832



Legal Description:

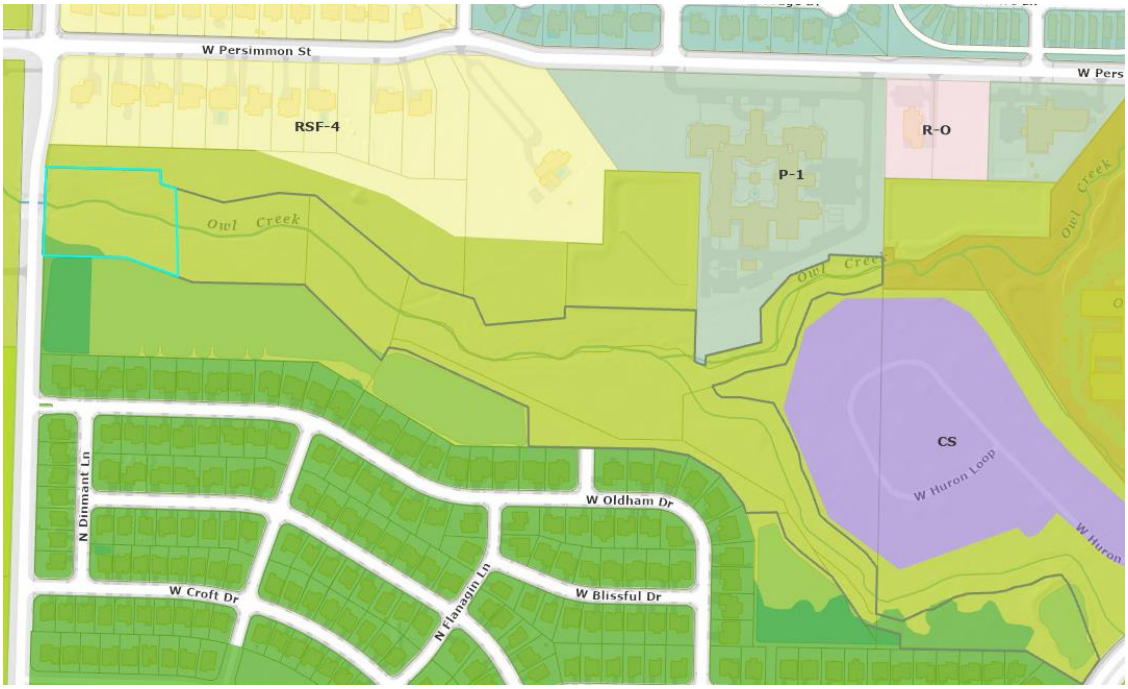
Part of Lots 52 and 53, all of Lot 61 and part of Lot 62 of Lierly Lane Subdivision as per plat recorded as Document #23A-278 in the Circuit Clerk's Office of Washington County, Arkansas and also shown on Survey recorded as Document 2015-18914.

Owl Creek Park Land Parcel No: 765-16269-100

Current Zoning: R-A

Acres: 2.5

File No. 2016-000161446



Legal Description:

A part of the NW1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°36'53"W 375.20 feet, thence S87°03'50"E 57.31 feet to the POINT OF BEGINNING; thence S87°03'50"E 347.07 feet, thence South 41.67 feet, thence S72°15'50"E 47.25 feet, thence South 267.90 feet, thence N66°37'00"W 175.31 feet, thence N87°27'52"W 245.07 feet, thence N02°58'03"E 208.39 feet, thence along a non tangent curve to the right 59.15 feet, said curve having a radius of 662.41 feet and chord bearing and distance of N05°30'16"E 59.13 feet to the POINT OF BEGINNING: Containing 2.51 acres more or less subject to easements and right of way of record.

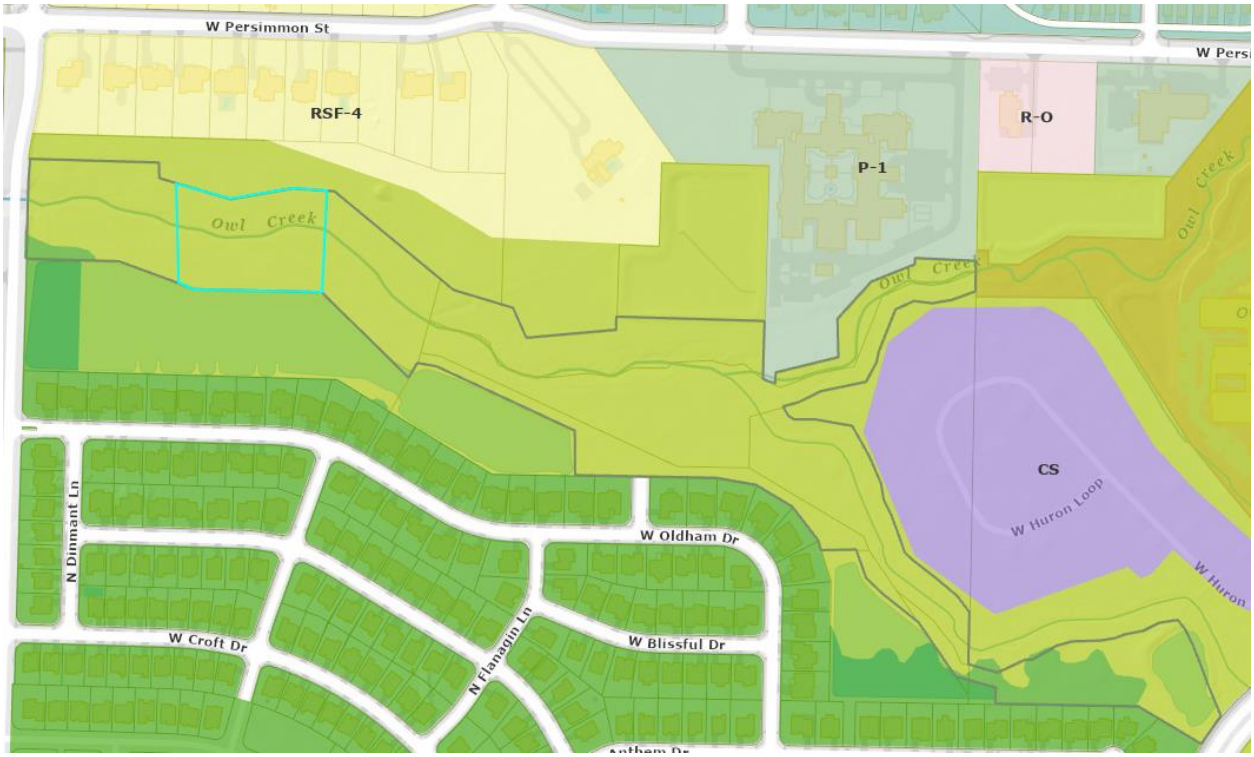
RZN-2024-0007
EXHIBIT 'B'

Owl Creek Park Land Parcel No: 765-16269-104

Current Zoning: R-A

Acres: 2.4

File No. 2017-00010057



Legal Description:

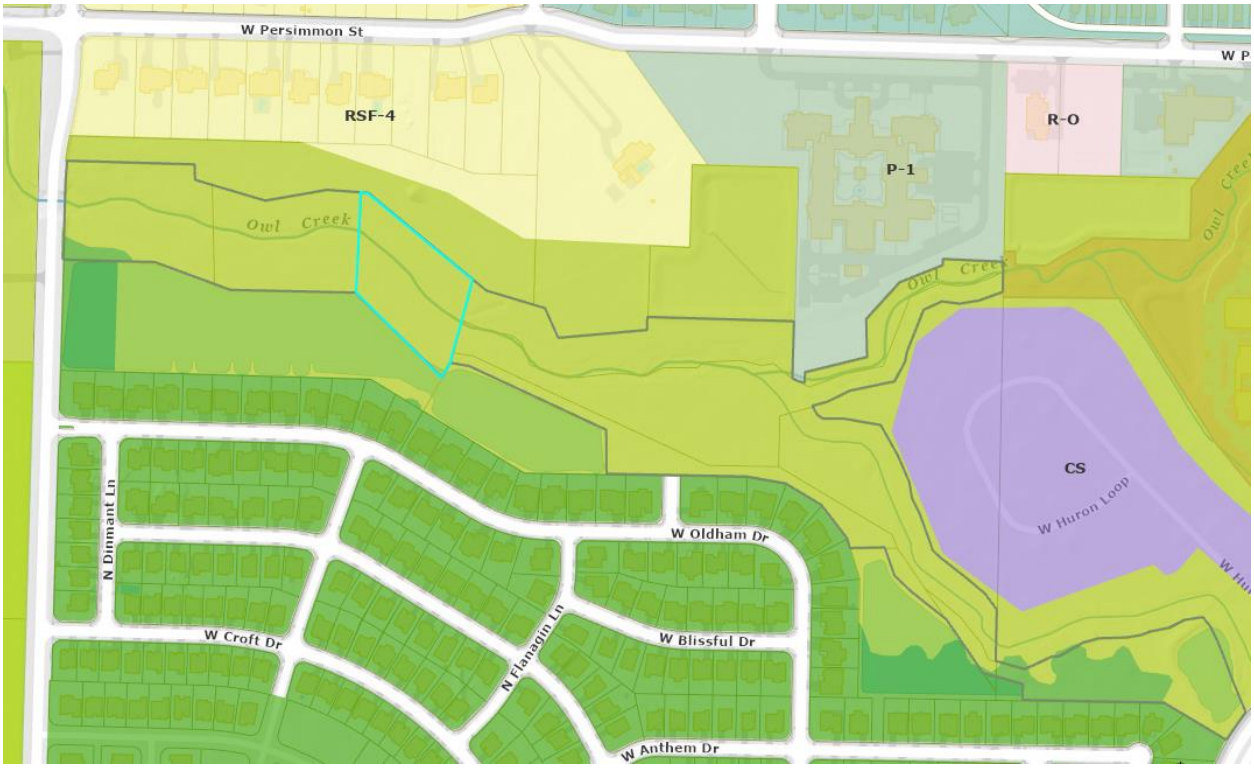
A part of the NW1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°36'53"W 643.04 feet, thence S87°27'52"E 298.11 feet, thence S68°37'00"E 175.31 feet to the POINT OF BEGINNING, thence North 267.90 feet, thence S72°15'50"E 151.78 feet, thence N81°28'42"E 170.88 feet, thence S84°38'12"E 92.79 feet, thence S04°25'11"W 271.79 feet, thence N87°27'52"W 340.33 feet, thence N68°37'00"W 48.33 feet to the POINT OF BEGINNING: Containing 2.3920 acres more or less subject to easements and right of way of record. All according to a survey by Jorgensen + Associates, Civil Engineering + Surveying, Justin L. Jorgensen, R.P.E. No. 13637, dated 10/18/2016 and designated as Project 2016038

Owl Creek Park Land Parcel No: 765-16269-106

Current Zoning: R-A

Acres: 2.0

File No. 2017-00010484



Legal Description:

A part of the NW1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°36'53"W 375.20 feet, thence S87°03'50"E 404.37 feet, thence South 41.67 feet, thence S72°15'50"E 199.02 feet, thence N81°28'42"E 170.88 feet, thence S84°38'12"E 92.79 feet to the POINT OF BEGINNING; thence S84°38'12"E 19.78 feet, thence S49°13'24"E 367.53 feet, thence S16°19'24"W 234.03 feet, thence S31°51'42"W 45.63 feet, thence N44°21'39"W 327.66 feet, thence N04°25'11"E 271.79 feet to the POINT OF BEGINNING: Containing 2.00 acres more or less subject to easement and right of way of record. All according to a survey by Jorgensen + Associates, Civil Engineering + Surveying, David L. Jorgensen, R.L.S. No. 1118, dated February 24, 2017 and revised March 2, 2017.

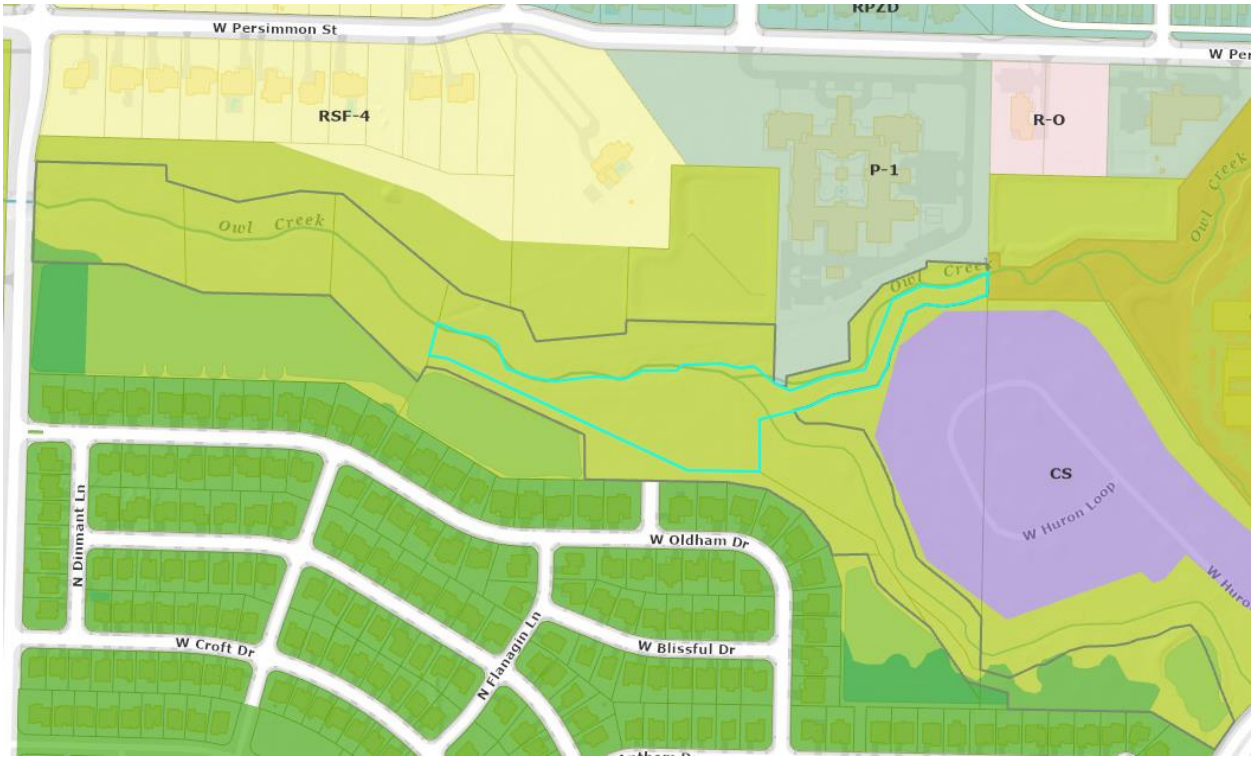
RZN-2024-0007
EXHIBIT 'B'

Owl Creek Park Land Parcel No: 765-16269-111

Current Zoning: R-A

Acres: 4.2

File No. 2021-00005219



Legal Description:

A part of the NE 1/4 of the NW 1/4 of Section 13, T16N, R31W, in Washington County, and being described as follows: Commencing at the SE corner of said NE 1/4, NW 1/4, thence N 02°21'13" E 662.66 feet to the POINT OF BEGINNING, thence S 71°25'00" W 68.07 feet; thence S 82°05'54" W 54.09 feet; thence N 81°22'39" W 48.27 feet; thence S 66°56'40" W 54.44 feet; thence S 23°04'54" W 122.73 feet; thence S 12°39'13" W 27.73 feet; thence S 29°38'53" W 59.91 feet; thence S 79°34'45" W 123.72 feet; thence S 65°20'37" W 68.35 feet; thence S 76°11'46" W 136.02 feet; thence S 02°22'48" W 137.26; thence N 87°37'12" W 192.16 feet; thence N 63°53'46" W 705.49 feet; thence N 79°14'47" W 52.54 feet; thence N 16°19'24" E 89.64; thence S 66°17'45" E 61.06 feet; thence S 76°28'56" E 79.87 feet; thence S 51°34'44" E 33.46 feet; thence S 20°40'08" E 63.85 feet; thence S 67°30'41" E 61.30 feet; thence S 78°42'19" E 71.60 feet; thence N 84°51'43" E 108.32 feet; thence S 82°48'25" E 79.63 feet; thence N 65°35'11" E 53.66 feet; thence S 88°07'11" E 91.05 feet; thence N 51°12'40" E 23.46 feet; thence N 88°14'08" E 100.74 feet; thence S 74°42'43" E 56.46 feet; thence N 83°25'40" E 35.37 feet; thence S 49°25'38" E 66.98 feet; thence S 63°37'06" E 49.91 feet; thence N 71°03'01" E 103.90 feet; thence N 79°59'49" E 104.59 feet; thence N 22°57'47 E 200.47 feet; thence N 66°22'43" E 86.66 feet; thence S 82°47'38" E 57.32 feet; thence N 82°05'54" E 41.81 feet; thence N 71°25'00" E 43.96 feet; thence N 65°04'21" E 40.53 feet; thence S 02°21'13" W 58.33 feet to the POINT OF BEGINNING, containing 4.16 acres, more or less, subject to easements and rights of way of record.

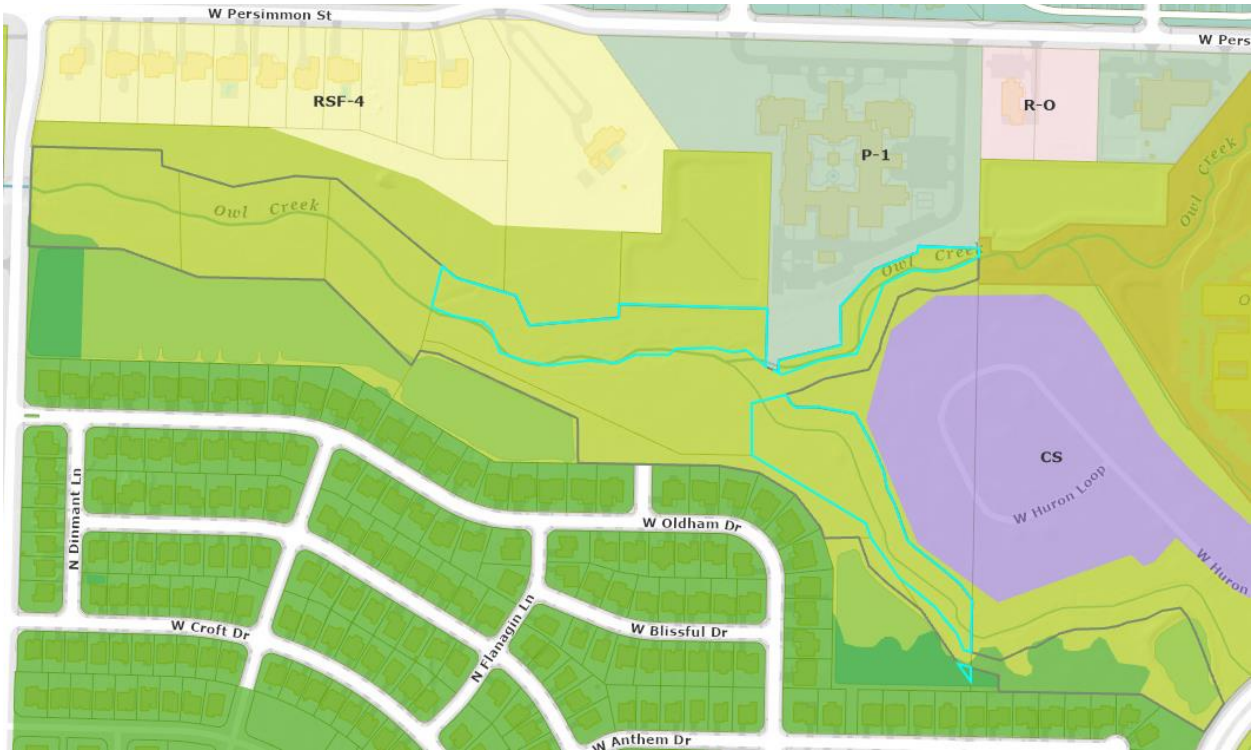
RZN-2024-0007
EXHIBIT 'B'

Owl Creek Park Land Parcel No: 765-16269-101

Current Zoning: RSF-4

Acres: 5.8

File No. 2021-00041252



Legal Description:

Tract 1: A part of the NE¼ of the NW¼ and a part of the NW¼ of the NW¼ of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the SE corner of said NE¼, NW¼, thence North 02°21'13"E 720.99 feet; thence S65°04'21"W 40.53 feet; thence S71°25'00"W 43.96 feet; thence S82°05'54"W 41.81 feet; thence N82°47'38"W 57.32 feet; thence S66°22'43"W 86.66 feet; thence S22°57'47"W 200.47 feet; thence S79°59'49"W 104.59 feet; thence S71°03'01"W 103.90 feet; thence N63°37'06"W 49.91 feet to the Point of Beginning; thence N49°25'38"W 66.98 feet; thence S83°25'40"W 35.37 feet; thence N74°42'43"W 56.46 feet; thence S88°14'08"W 100.74 feet; thence S51°12'40"W 23.46 feet; thence N88°07'11"W 91.05 feet; thence S65°35'11"W 53.66 feet; thence N82°48'25"W 79.63 feet; thence S84°51'43"W 108.32 feet; thence N78°42'19"W 71.60 feet; thence N67°30'41"W 61.30 feet; thence N20°40'08"W 63.85 feet; thence N51°34'44"W 33.46 feet; thence N76°28'56"W 79.87 feet; thence N66°17'45"W 61.06 feet; thence N16°19'24"E 114.25 feet; thence S49°13'24"E 48.06 feet; thence S72°04'15"E 167.07 feet; thence S22°54'29"E 88.03 feet; thence N86°12'59"E 241.63 feet; thence N02°59'01"E 34.24 feet; thence S87°03'50'E 399.20 feet; thence S02°56'10"W 154.53 feet to the Point of Beginning, containing 2.45 acres, more or less, subject to easements and rights of way of record.

Tract 2: A part of the NE¼ of the NW¼ of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the SE corner of said NE¼, NW¼, thence N02°21'13"E 720.99 feet to the Point of Beginning; thence S65°04'21"W 40.53 feet; thence S71°25'00"W 43.96 feet; thence S82°05'54"W 41.81 feet; thence N82°47'38"W 57.32 feet; thence S66°22'43"W 86.66 feet; thence S22°57'47"W 200.47 feet; thence S79°59'49"W 104.59 feet; thence S71°03'01"W 103.90 feet; thence N63°37'06"W 29.93 feet; thence S78°24'02"E 16.15 feet; thence N01°35'41"E 28.00 feet; thence N77°35'33"E 173.95 feet; thence N00°06'41"E 103.06 feet; thence N43°48'13"E 134.77 feet; thence N69°47'01"E 125.78 feet; thence N02°21'53"E 16.87 feet; thence S85°58'15"E 165.07 feet; thence S02°21'13"W 23.62 feet to the Point of Beginning, containing 0.79 acres, more or less, subject to easements and rights of way of record.

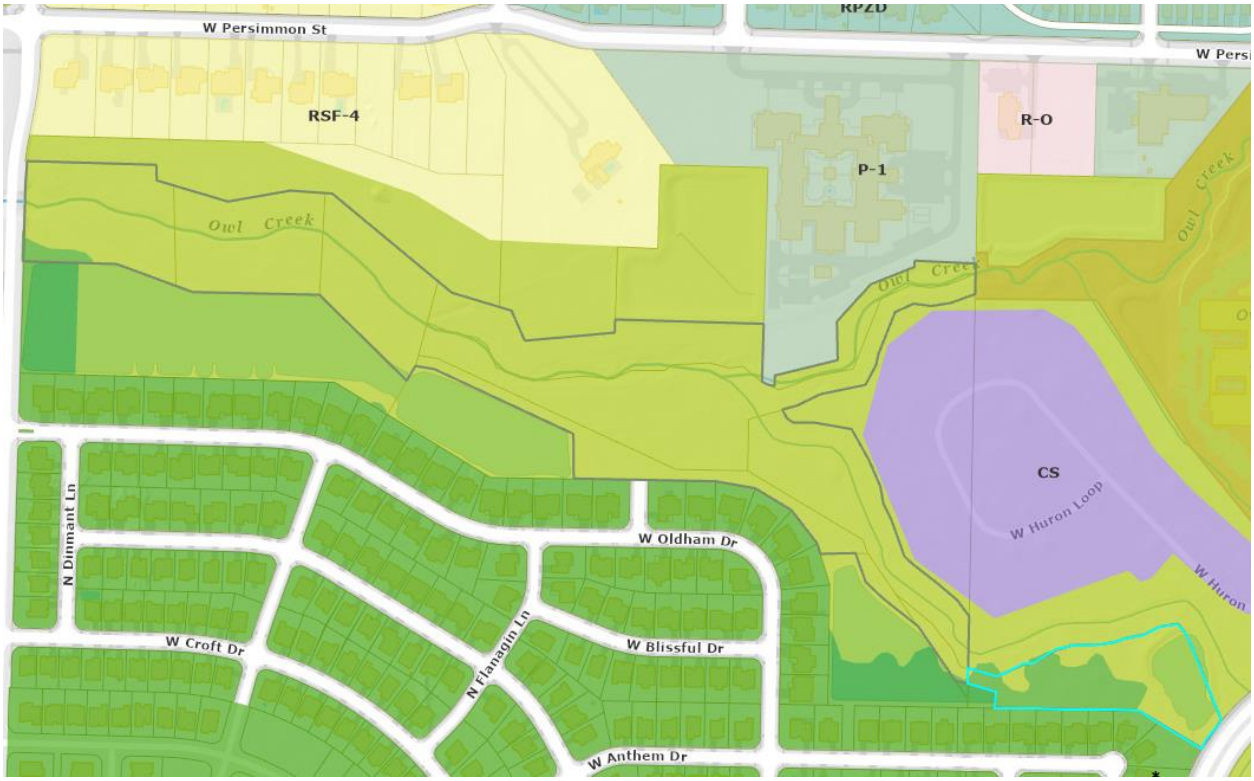
Tract 3: A part of the NE¼ of the NW¼ and a part of the SE¼ of the NW¼ of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the SE corner of said NE¼, NW¼, thence S02°22'52"W 195.68 feet to the Point of Beginning; thence S02°22'52"W 138.77 feet; thence N73°11'37"W 22.11 feet; thence N22°19'07"W 48.68 feet; thence N38°43'52"W 53.41 feet; thence N35°31'10"W 34.19; thence N49°18'18"W 74.96 feet; thence N50°52'59"W 49.76 feet; thence N33°20'23"W 135.05 feet; thence N20°02'18"W 37.87 feet; thence N57°55'22"W 359.53 feet; thence N02°22'48"E 137.26 feet; thence N76°11'46"E 93.38 feet; thence S27°52'52"E 27.39 feet; thence S54°56'55"E 19.36; thence S88°55'17"E 55.46 feet; thence S78°53'15"E 102.97 feet; thence S28°07'12"E 94.90 feet; thence S22°13'48"E 77.54 feet; thence S08°30'07"E 46.00 feet; thence S25°38'40"E 45.31 feet; thence S18°33'41"E 76.29 feet; thence S17°51'42"E 29.30 feet; thence S44°57'38"E 26.86 feet; thence S50°52'59"E 87.34 feet; thence S48°49'34"E 69.62 feet; thence S35°31'10"E 42.17 feet; thence S38°43'52"E 11.27 feet to the Point of Beginning, containing 2.58 acres, more or less, subject to easements and rights of way of record.

Owl Creek Park Land Parcel No: 765-22366-104

Current Zoning: R-A

Acres: 2.5

File No. 2020-00006832



Legal Description:

A part of the SE1/4 of the NW1/4 and a part of the NE1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SE1/4, NW1/4, thence N87°07'35"W 289.50 feet to the POINT OF BEGINNING, thence S20°02'18"E 36.89 feet, thence West 126.90 feet, thence N16°05'39"W 28.78 feet, thence N36°29'15"W 113.44 feet, thence N57°55'22"W 113.44 feet, thence N78°47'11"W 107.98 feet, thence N87°37'12"W 380.72 feet, thence N00°48'05"E 119.20 feet, thence N63°53'46"W 411.60 feet, thence N79°14'47"W 51.42 feet, thence N16°19'24"E 30.14 feet, thence S79°14'47"E 52.54 feet, thence S63°53'46"E 31.75 feet; thence S63°53'46"E 673.75 feet, thence S87°37'12"E 192.16 feet, thence S57°55'22"E 359.53 feet, thence S20°02'18"E 0.99 feet to the POINT OF BEGINNING: Containing 1.4347 acres more or less and also being a part of the SE1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SE1/4, NW1/4, thence S02°22'52"W 334.45 feet to the POINT OF BEGINNING; thence S02°22'52"W 41.30 feet, thence N73°11'37"W 35.40 feet, thence N33°20'23"W 277.98 feet, thence S50°52'59"E 49.76 feet, thence S49°18'18"E 74.96 feet, thence S35°31'10"E 34.19 feet, thence S38°43'52"E 53.41 feet, thence S22°19'07"E 48.68 feet, thence S73°11'37"E 22.11 feet to the POINT OF BEGINNING: Containing 0.2027 acres more or less subject to easements and right of way of record. Containing 1.6374 acres total.

AND

A part of the SE1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SE1/4, NW1/4, thence N87°07'35"W 289.50 feet, thence S20°02'18"E 36.89 feet to the POINT OF BEGINNING, thence S33°20'23"E 238.37 feet, thence N50°21'05"W 123.23 feet, thence N44°57'38"W 61.99 feet, thence N18°08'54"W 80.66 feet, thence East 32.80 feet to the POINT OF BEGINNING: Containing 0.1699 acres more or less subject to easements and right of way of record.

AND

A part of the SW1/4 of the NE1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said SW1/4, NE1/4, thence S02°22'52"W 334.45 feet to the POINT OF BEGINNING, thence S73°11'37"E 80.95 feet, thence N68°55'32"E 24.06 feet, thence N66°03'18"E 57.33 feet, thence N87°47'56"E 19.81 feet, thence N62°17'24"E 75.17 feet, thence N76°07'40"E 44.73 feet, thence N89°38'56"E 76.17 feet, thence N81°21'46"E 39.10 feet, thence N70°50'14"E 27.60 feet, thence N80°15'28"E 51.53 feet, thence N64°32'25"E 47.21 feet, thence N82°35'07"E 50.08 feet, thence S37°19'15"E 33.62 feet, thence S24°35'29"E 46.68 feet, thence S20°37'17"E 53.46 feet, thence S18°53'12"E 58.53 feet, thence S21°27'10"E 91.07 feet, thence S37°55'42"W 61.91 feet, thence along a non tangent curve to the left 30.01 feet, said curve having a radius of 583.00 feet and chord bearing and distance of S33°24'36"W 30.01 feet, thence N58°03'54"W 197.37 feet, thence N87°37'12"W 384.61 feet, thence N02°22'52"E 43.43 feet, thence N73°11'37"W 77.44 feet, thence N02°22'52"E 41.30 feet to the POINT OF BEGINNING: Containing 2.5207 acres more or less subject to easements and right of way of record.

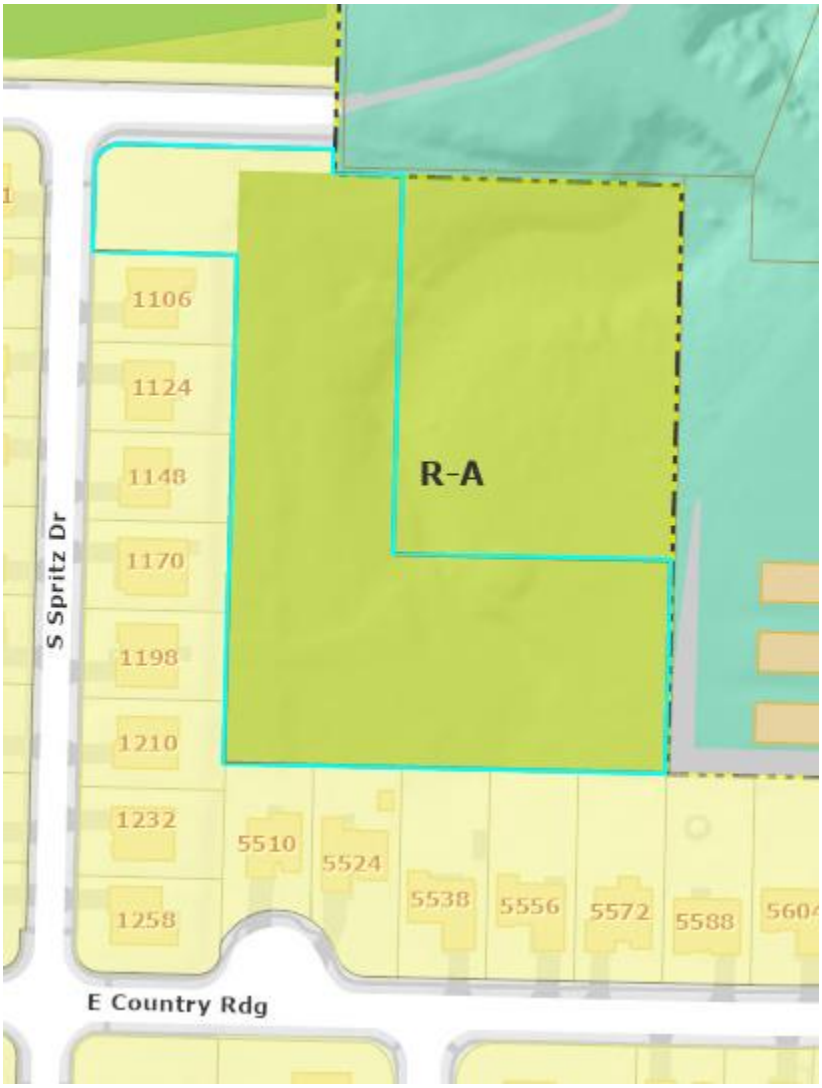
RZN-2024-0007
EXHIBIT 'B'

Quarry Trace Park Land Parcel No: 765-29698-000

Current Zoning: R-A, RSF-4

Acres: 2.6

File No. 2015-00001197



Legal Description:

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 29 WEST, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 87°22'31" EAST 1757.93 FEET; THENCE NORTH 02°33'17" EAST 57.26 FEET; THENCE NORTH 02°41'10" EAST A DISTANCE OF 859.55 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND IRON PIN AT THE NORTHWEST CORNER OF DEERFIELD PLACE SUBDIVISION; THENCE NORTH 02°41'09" EAST A DISTANCE OF 402.29 FEET; THENCE NORTH 87°18'49" WEST A DISTANCE OF 114.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF PROPOSED, SPRITZ DRIVE; THENCE ALONG SAID RIGHT OF WAY NORTH 02°41'10"EAST 66.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE A DISTANCE OF 29.85 FEET ALONG SAID CURVE, HAVING A 19.00' RADIUS, AND A LONG CHORD OF NORTH 47°41'10" EAST, 26.87' TO A POINT ON THE SOUTH RIGHT OF WAY OF APRIL LANE; THENCE ALONG SAID RIGHT OF WAY SOUTH 87°18'50" EAST A DISTANCE OF 95.00 FEET TO A CONCRETE MONUMENT ; THENCE SOUTH 87°18'57" EAST A DISTANCE OF 74.63 FEET TO A CONCRETE MONUMENT ; THENCE SOUTH 02°49'57" WEST A DISTANCE OF 18.86 FEET TO A CONCRETE MONUMENT ; THENCE SOUTH 86°55'48" EAST A DISTANCE OF 55.40 FEET; THENCE SOUTH 02°40'58" WEST A DISTANCE OF 298.50 FEET; THENCE SOUTH 87°28'51" EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 02°41'11" WEST A DISTANCE OF 169.18 FEET TO THE NORTH BOUNDARY OF DEERFIELD PLACE; THENCE ALONG SAID BOUNDARY NORTH 87°28'53" WEST A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.50 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

PARK LAND BOUNDARY DESCRIPTION:

A PART OF THE W1/2 OF THE SW 1/4 OF SECTION 31, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A FOUND IRON PIN AT THE NE CORNER OF THE SW1/4 OF THE SW ¼ OF SECTION 31, T-17-N, R-30-W, THENCE NORTH 02°55'30" EAST – 508.38 FEET; THENCE NORTH 87°06'00" WEST – 290.25 FEET TO A POINT OF BEGINNING, THENCE SOUTH 02°36'40" WEST – 130.50 FEET; THENCE SOUTH 71°57'10" WEST – 73.20 FEET; THENCE SOUTH 01°30'20" WEST – 187.28 FEET; THENCE SOUTH 51°34'10" EAST – 87.13 FEET; THENCE SOUTH 09°11'00" WEST – 179.34 FEET; THENCE SOUTH 06°42'20" EAST – 153.80 FEET; THENCE NORTH 88°31'20" WEST – 202.63 FEET; THENCE NORTH 54°48'10" WEST – 42.28 FEET; THENCE NORTH 20°09'20" EAST – 94.54 FEET, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55 FEET, FOR A DISTANCE OF 16.84 FEET WITH A DELTA OF 17.54 DEGREES; THENCE NORTH 02°36'40" EAST – 570.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 29 FEET FOR A DISTANCE OF 45.55 FEET WITH A DELTA OF 89.99 DEGREES; THENCE SOUTH 87°23'20" EAST – 168.01 FEET TO THE POINT OF BEGINNING, CONTAINING 2.95 ACRES, MORE OR LESS.

Rodney Ryan Park Parcel No: 765-29193-000

Current Zoning: RSF-4

Acres: 0. 4

File No. Book 94 Page 50911

Legal Description:

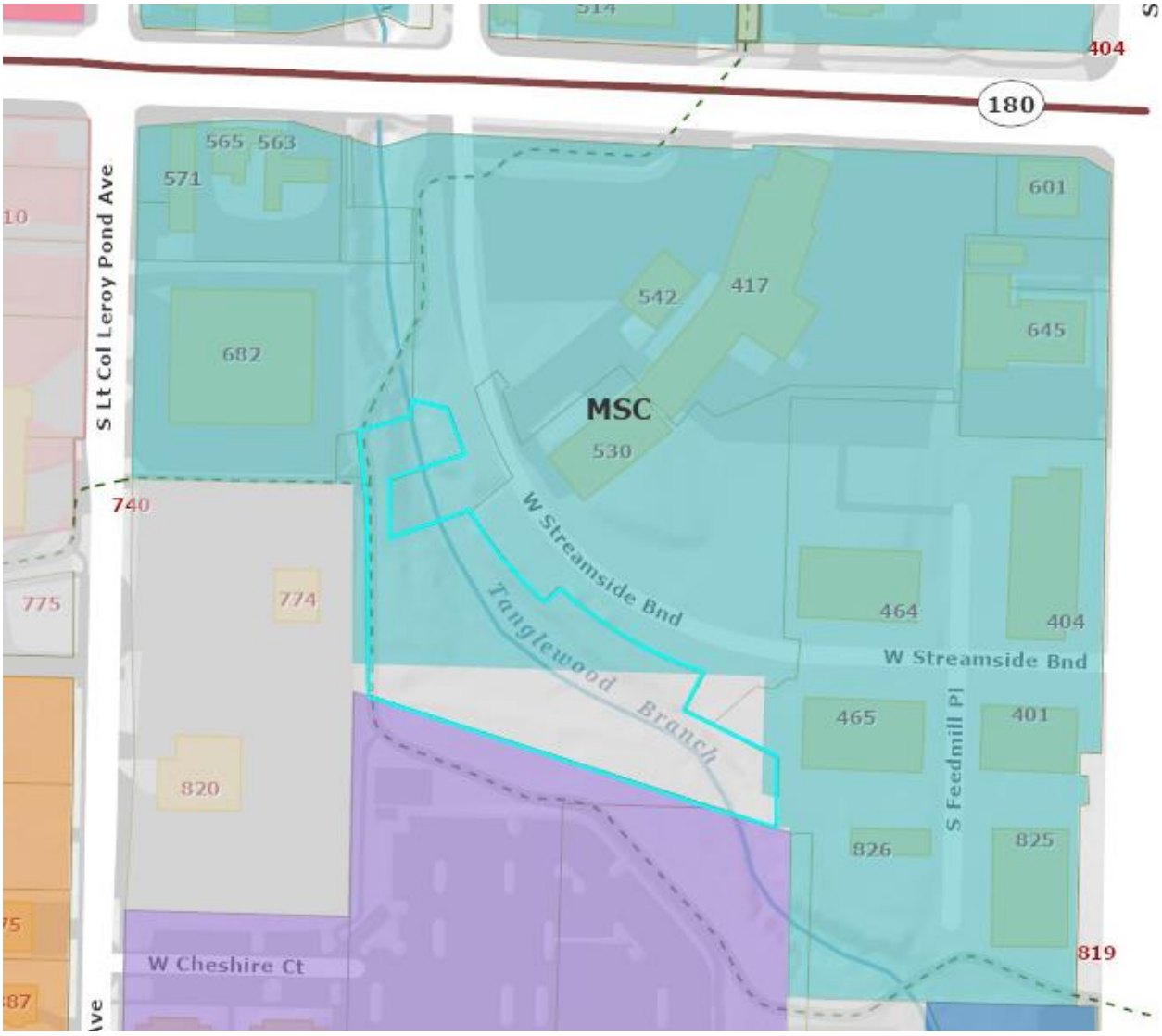
Lot 17, the Hamptons Subdivision, Phase I to the City of Fayetteville, Washington County, Arkansas, as shown upon plat filed for record in Plat Block 23A at Page 389, recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

South Yard Park Land Parcel No: 765-05509-003

Current Zoning: NC

Acres: 1.3

File No. 2020-00040833



Legal Description:

Legal Description

Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 16 and a part of the Northwest Quarter (NW1/4) of the Northeast (NE1/4) of Section 21, Township 16 North, Range 30 West, Washington County, Arkansas (including part of Blocks 15, 20, and 21, in Ferguson Addition to the City of Fayetteville, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and part of the former Arkansas and Missouri Railroad right-of-way, being more particularly described as follows:

COMMENCING at a 5/8" rebar and cap, LS1021 set at the SW corner of said SW/4 of the SE/4 of Section 16 as calculated from a survey by Gene Buescher, RLS #1181 for Southern Farms Coop, recorded as document No. 99-107041;
THENCE North 02°54'08" East 11.98 feet to a 1/2" rebar and cap PS #1728 found on the northerly right-of-way line of the said former Arkansas and Missouri Railroad as calculated from Arkansas Department of Transportation Right-of-Way Plans for Arkansas Highway 180 (Martin Luther King Avenue), Sheet No. 4, Job No. 4705 sec.3;
THENCE along said northerly right-of-way line, along a curve to the left, with an arc length of 19.23 feet, having a radius of 402.47 feet, through a central angle of 2°44'15" and having a chord bearing and distance of North 81°39'23" East, 19.23 feet to a 5/8" rebar and cap, LS1021 set at the northeast corner of lands described in Quit Claim Deed file# 2019-00020802 and the **POINT OF BEGINNING**;
THENCE continuing along said northerly right-of-way line, along a curve to the left, with an arc length of 53.44 feet, having a radius of 402.47 feet, through a central angle of 7°36'26" and having a chord bearing and distance of North 76°28'38" East, 53.40 feet to a found 1/2" rebar and cap PS #1728;
THENCE North 02°28'40" East 13.53 feet;
THENCE South 75°26'02" East 32.29 feet;
THENCE along a curve to the left, with an arc length of 44.16 feet, having a radius of 362.76 feet, through a central angle of 6°28'27" and having a chord bearing and distance of South 18°27'33" East, 44.13 feet;
THENCE South 72°58'21" West 71.94 feet;
THENCE South 01°57'15" West 52.88 feet;
THENCE North 72°58'21" East 76.59 feet;
THENCE along a curve to the left, with an arc length of 107.81 feet, having a radius of 385.01 feet, through a central angle of 16°02'40"and having a chord bearing and distance of South 37°37'37" East, 107.46 feet;
THENCE North 48°42'42" East 19.06 feet;
THENCE along a curve to the left, with an arc length of 153.11 feet, having a radius of 366.01 feet, through a central angle of 23°58'05" and having a chord bearing and distance of South 57°51'36" East, 152.00 feet;
THENCE South 29°32'01" West 38.31 feet;
THENCE South 61°32'03" East 94.68 feet;
THENCE South 02°29'23" West 62.22 feet to a set 5/8" rebar and cap, LS1021;
THENCE North 70°52'17" West 387.49 feet to a 5/8" rebar and cap, LS1021 set on the southeast corner of lands described in Quit Claim Deed file# 2019-00020801 from which bears a 1/2" rebar and cap, PS #1728 found on the easterly line of Tract No. 8 as described in a Warranty Deed recorded as Document 2002028098, N71°25'17"W 15.64 feet;
THENCE along the easterly line of said lands described in Quit Claim Deed file# 2019-00020801, North 00°41'58" East 176.57 feet to a set 5/8" rebar and cap, LS1021;
THENCE continuing along said easterly line and along the easterly line of lands described in Quit Claim Deed file# 2019-00020802, North 05°48'34" West 66.28 feet to the **POINT OF BEGINNING**, containing 55,559 square feet or 1.28 acres, more or less.

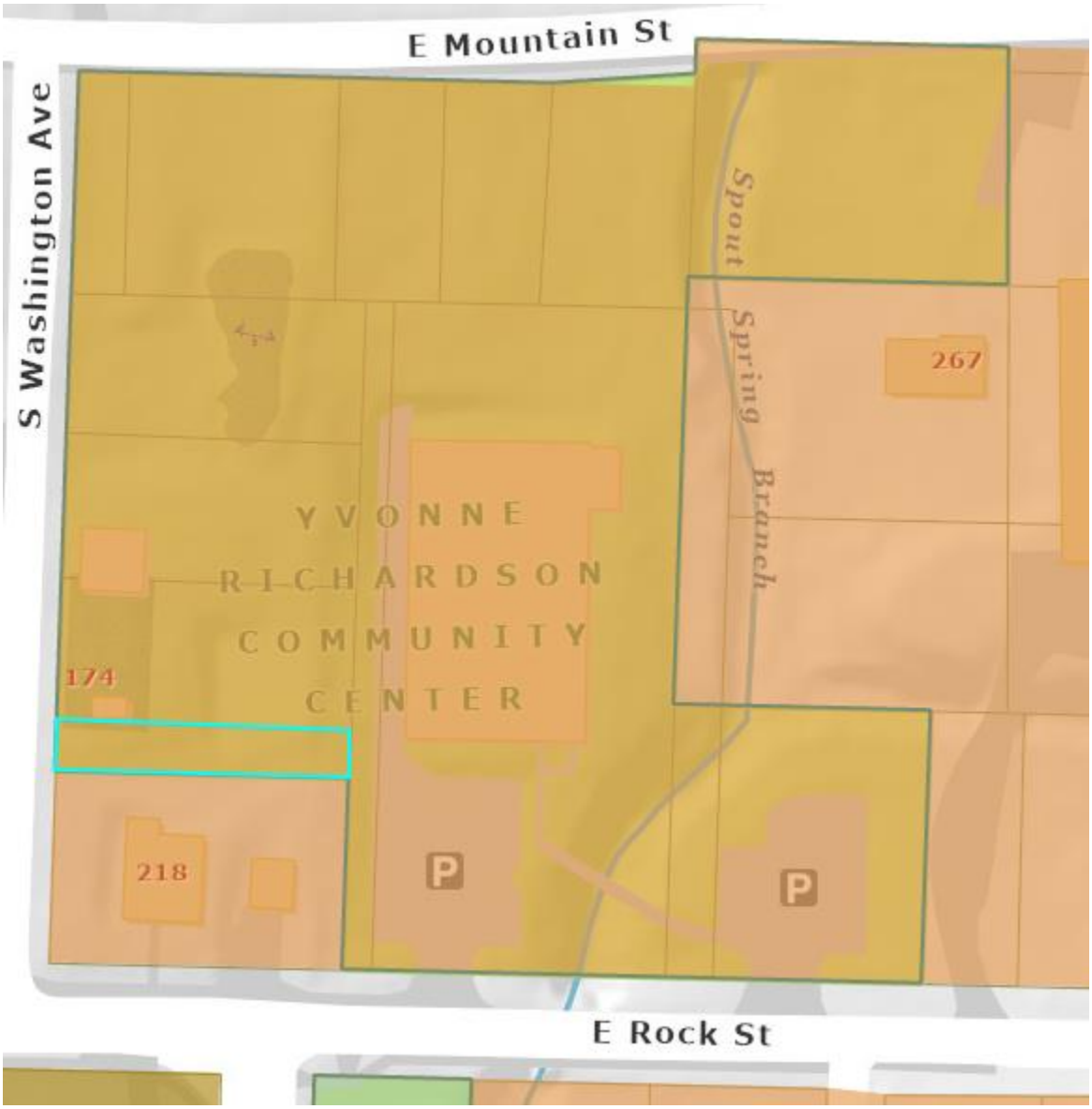
Washington Cou
I certify this instrument
11/6/2020 2:19

Yvonne Richardson Community Center Parcel No: 765-06383-000

Current Zoning: RMF-24

Acres: 0.1

File No. Book 97 Page 72335



Legal Description:

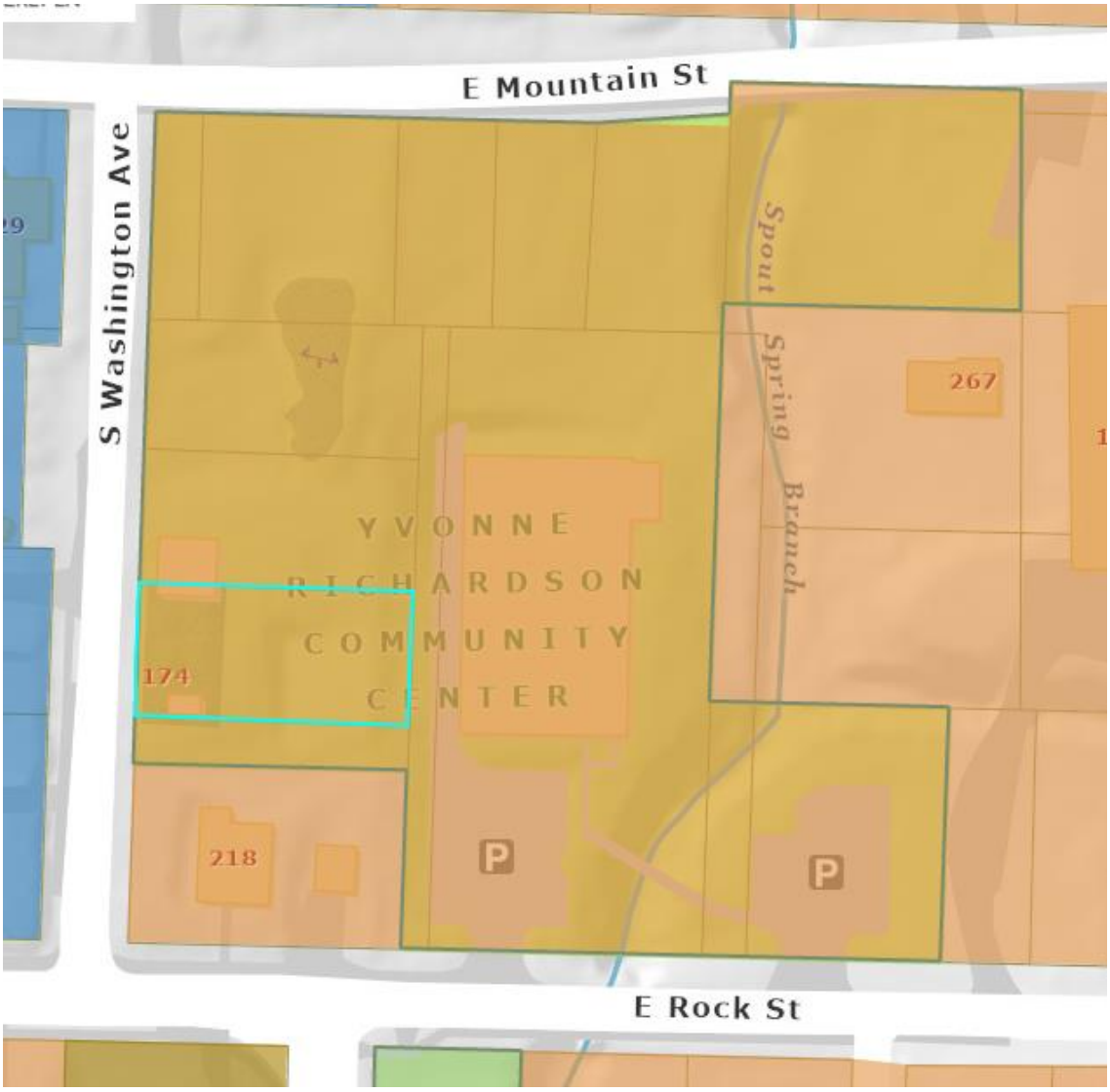
The South Half (S½) of Lot Three (3) in Block Two (2) of Hick's Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Yvonne Richardson Community Center Parcel No: 765-06384-000

Current Zoning: RMF-24

Acres: 0.2

File No. Book 97 Page 14771



Legal Description:

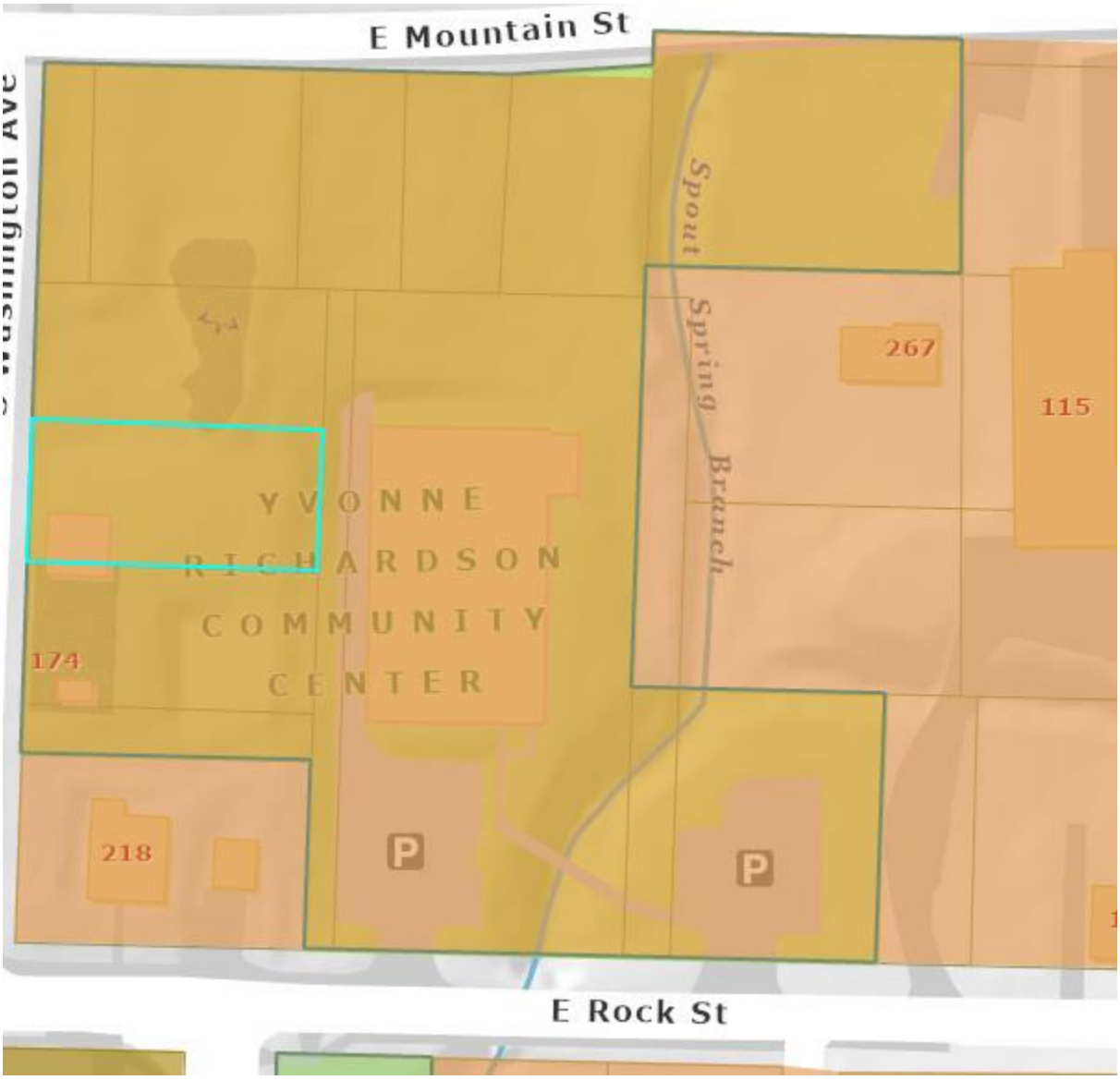
All of Lot Four (4) and the North Half (N½) of Lot Three (3) in Block Two (2) of Hicks Addition to the City of Fayetteville, Arkansas, located in the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas.

Yvonne Richardson Community Center Parcel No: 765-06385-000

Current Zoning: RMF-24

Acres: 0.2

File No. Book 94 Page 54810



Legal Description:

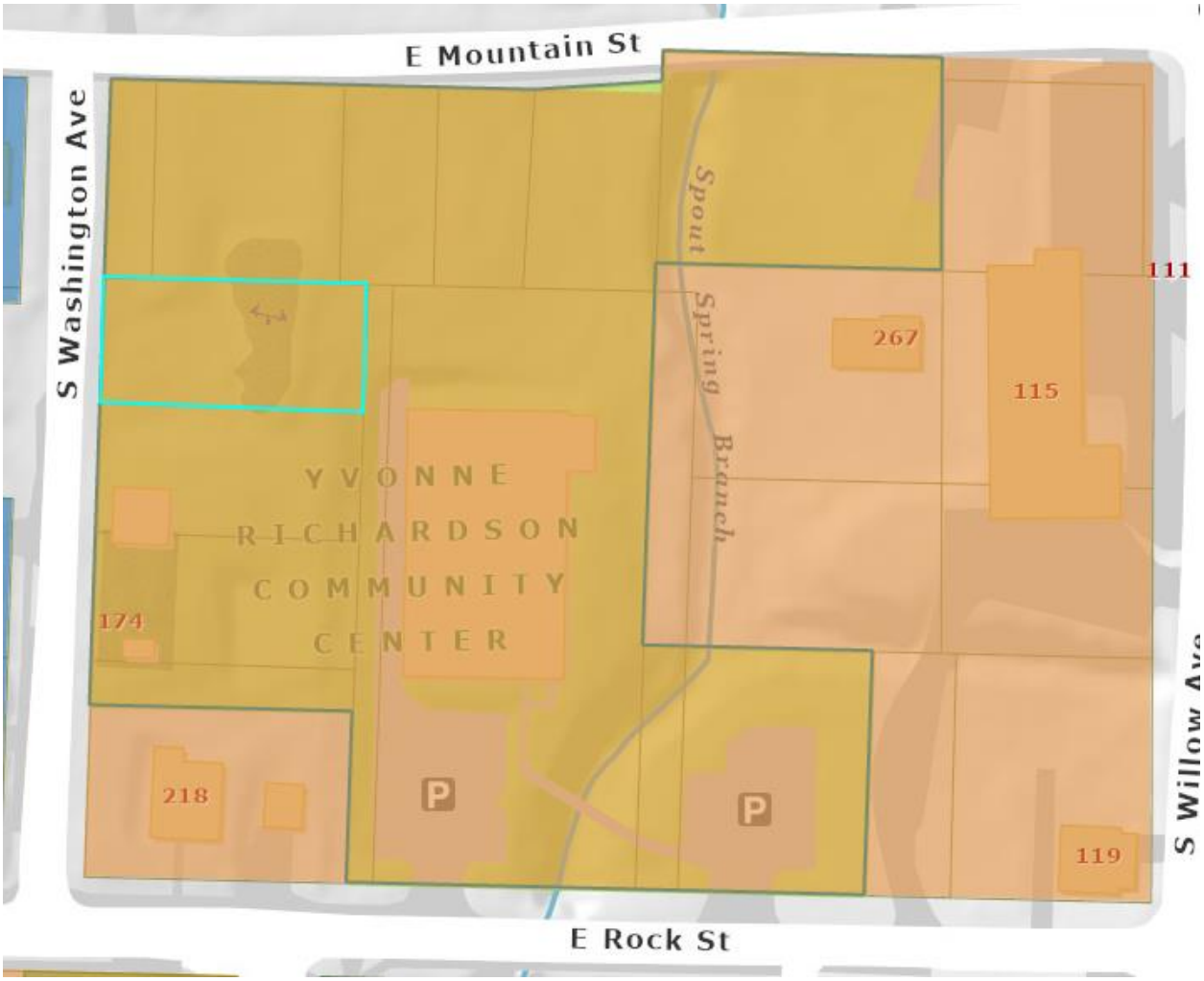
Lot Five (5) and the South One-Half (S½) of Lot Six (6) in Block Two (2) of Hicks Addition to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the records of the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Yvonne Richardson Community Center Parcel No: 765-06386-000

Current Zoning: RMF-24

Acres: 0.2

File No. Book 94 Page 54810



Legal Description:

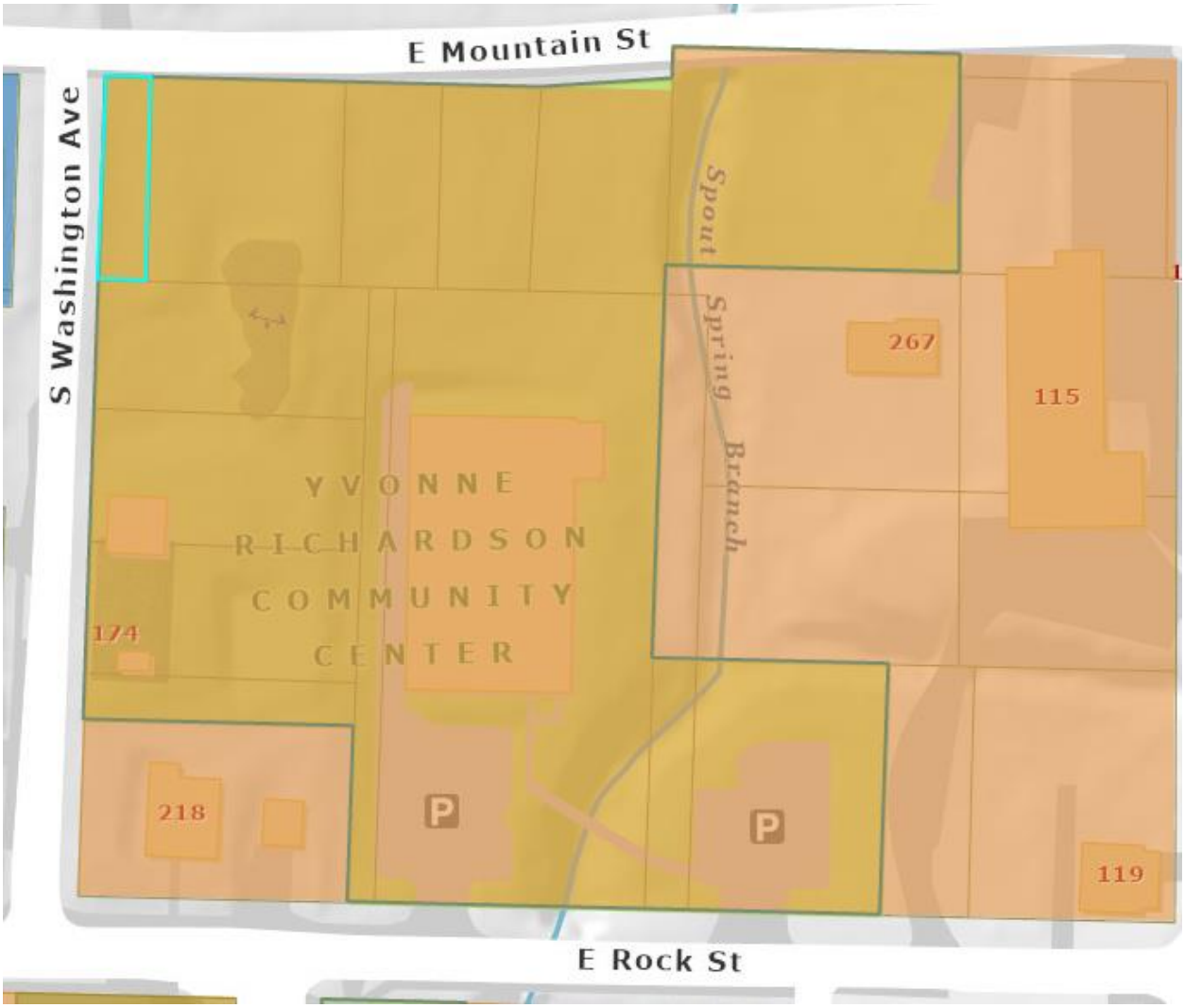
The North Half of Lot Numbered Six (6) and all of Lot Numbered Seven (7) in Block Numbered Two (2), Hicks Addition to the City of Fayetteville, as designated upon the recorded plat of said addition.

Yvonne Richardson Community Center Parcel No: 765-12797-001

Current Zoning: RMF-24

Acres: 0.05

File No. Book 2000 Page 42523



Legal Description:

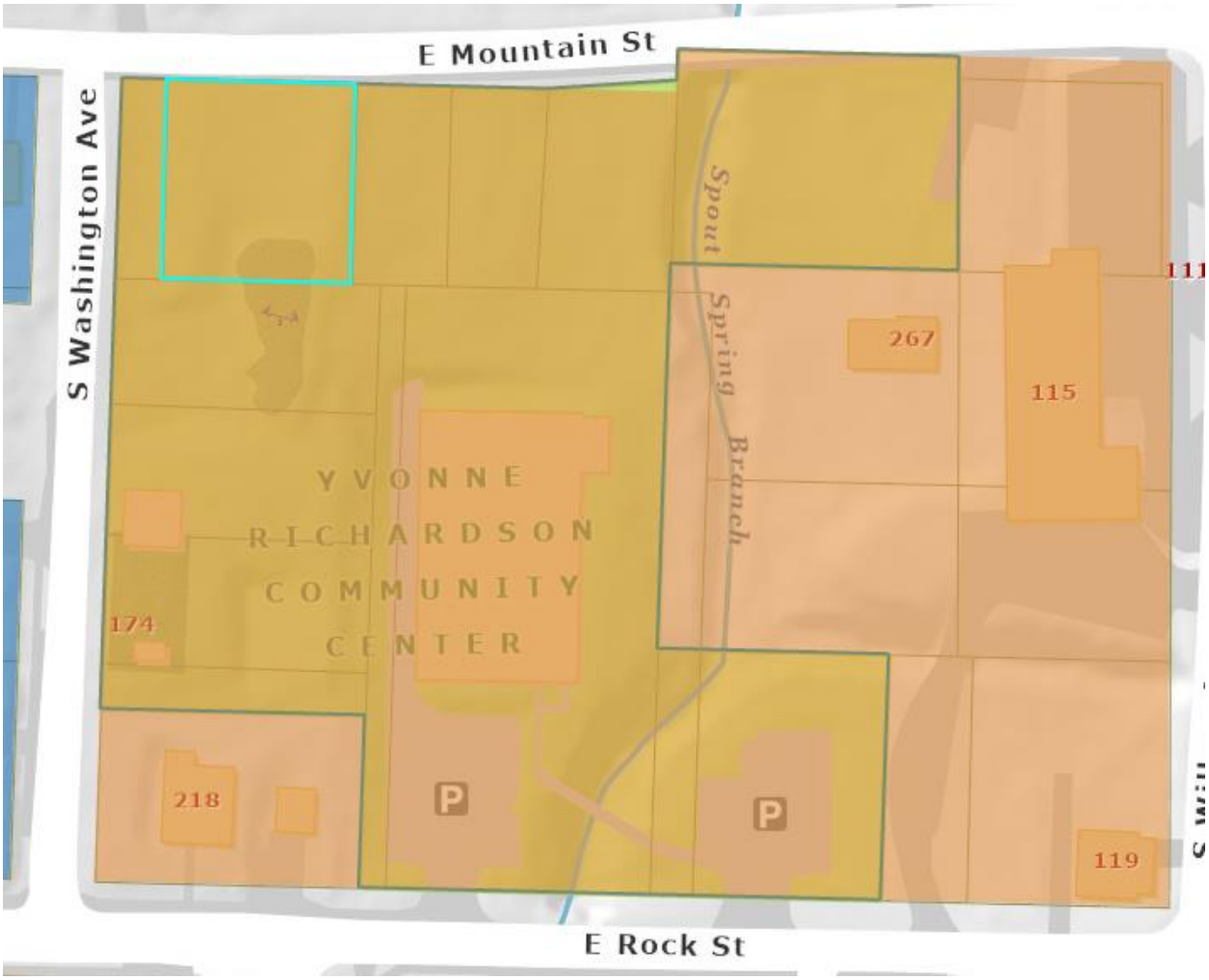
A part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Northwest corner of said 40 acre tract, said point being a point in College Avenue which is North 89° 55' 58" West 32.5 feet from an existing chiseled "X" in the concrete curb along the East side of College Avenue; thence South 89° 55' 58" East along the North line of said 40 acre tract 366.0 feet; thence South 266.0 feet to a set iron on the South right of way of Mountain Street; thence South 89° 55' 58" East along said right of way 55.0 feet, to the Point of Beginning; thence continuing along said right of way, South 89° 55' 58" East 45.0 feet to an "X" chiseled in a concrete sidewalk; thence leaving said right of way South 99.0 feet to a set iron; thence North 89° 55' 58" West 45.0 feet; thence North 99.0 feet, to the point of beginning. Containing 4,455 square feet (0.10 acre), more or less.

Yvonne Richardson Community Center Parcel No: 765-12800-000

Current Zoning: RMF-24

Acres: 0.2

File No. Book 94 Page 26793



Legal Description:

TRACT 1

A part of the Northwest Quarter of the Southwest Quarter of Section Fifteen (15), in Township Sixteen (16) North of Range Thirty (30) West, described as follows, to-wit: Beginning at a point which is 266 feet South and 466 feet East of the Northwest corner of said 40 acre tract, and running thence East 89 feet; thence South 99 feet, thence West 89 feet; thence North 99 feet to the place of beginning, being the West Half of Lot 22 in the County Court plat of the Southwest Quarter of Section 15, Township 16 North, Range 30 West, in the City of Fayetteville, as shown by plat recorded in the office of the Circuit Clerk and Ex-Officio Recorder of said County, and being the West Half of Lot Eleven (11) in said County Court plat as shown by the Burns and McDonnell Sewer Map of the City of Fayetteville.

TRACT 2

Lot Numbered One (1) in Block One (1) of Boles Addition to the City of Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TRACT 3

Lots 8, 9, 10, 11, 12, 13 and 14, Block 2, Hicks Addition to the City of Fayetteville, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas.

TRACT 4

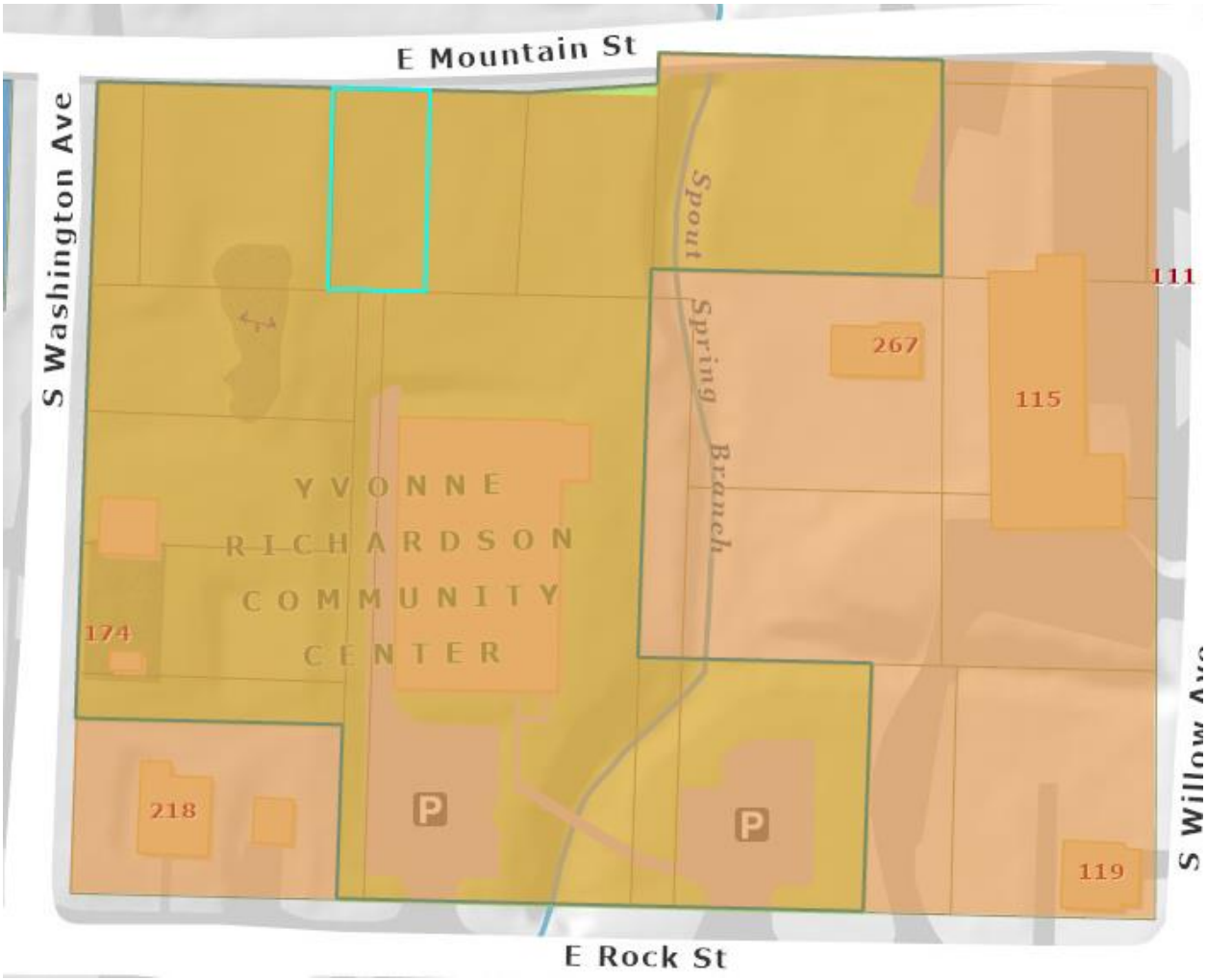
A part of the NW 1/4 of SW 1/4 of Section 15, Township 16 North, Range 30 West, described as commencing from an existing railroad spike at the Northwest corner of said NW 1/4 of the SW 1/4; thence along the West line thereof South 00 degrees 24 minutes 56 seconds East 650.43 feet; thence along the North right-of-way of Rock Street North 88 degrees 58 minutes 21 seconds East 694.88 feet to the point of beginning; thence North 00 degrees 24 minutes 56 seconds West 115.00 feet; thence North 88 degrees 58 degrees 21 minutes East 108.85 feet; thence South 00 degrees 24 minutes 56 seconds East 115.00 feet; thence along the North right-of-way of Rock Street South 88 degrees 58 minutes 21 seconds West 108.85 feet to the point of beginning, containing 0.287 acres, more or less, Fayetteville, Washington County, Arkansas. (Said parcel also being a part of Lot 28 in the County Court Plat of the NW 1/4 of the SW 1/4 of Section 15, Township 16 North, Range 30 West to the City of Fayetteville, as recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.)

Yvonne Richardson Community Center Parcel No: 765-12798-000

Current Zoning: RMF-24

Acres: 0.1

File No. Book 99 Page 67651



Legal Description:

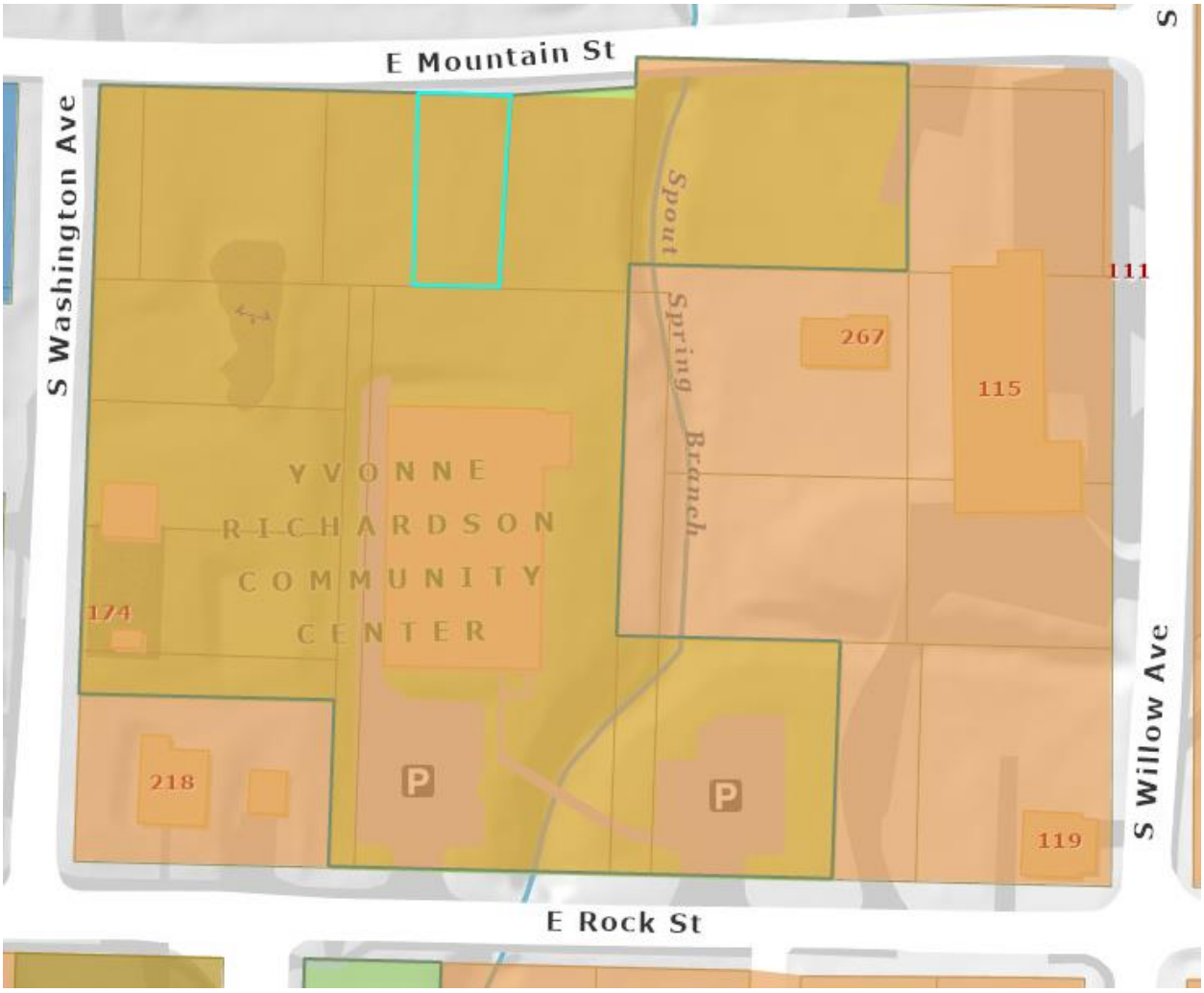
A part of the NW-1/4 of the SW-1/4 of Section 15, T-16-N, R-30-W of the 5th P.M., County of Washington, State of Arkansas, and being more particularly described as follows, to-wit: Beginning at a point which is 555 feet East and 266 feet South of the NW corner of the SW-1/4 of said Section 15; thence East 44.5 feet; thence South 99 feet; thene West 44.5 feet; thence North 99 feet to the point of beginning.

Yvonne Richardson Community Center Parcel No: 765-12799-000

Current Zoning: RMF-24

Acres: 0.1

File No. Book 99 Page 96119



Legal Description:

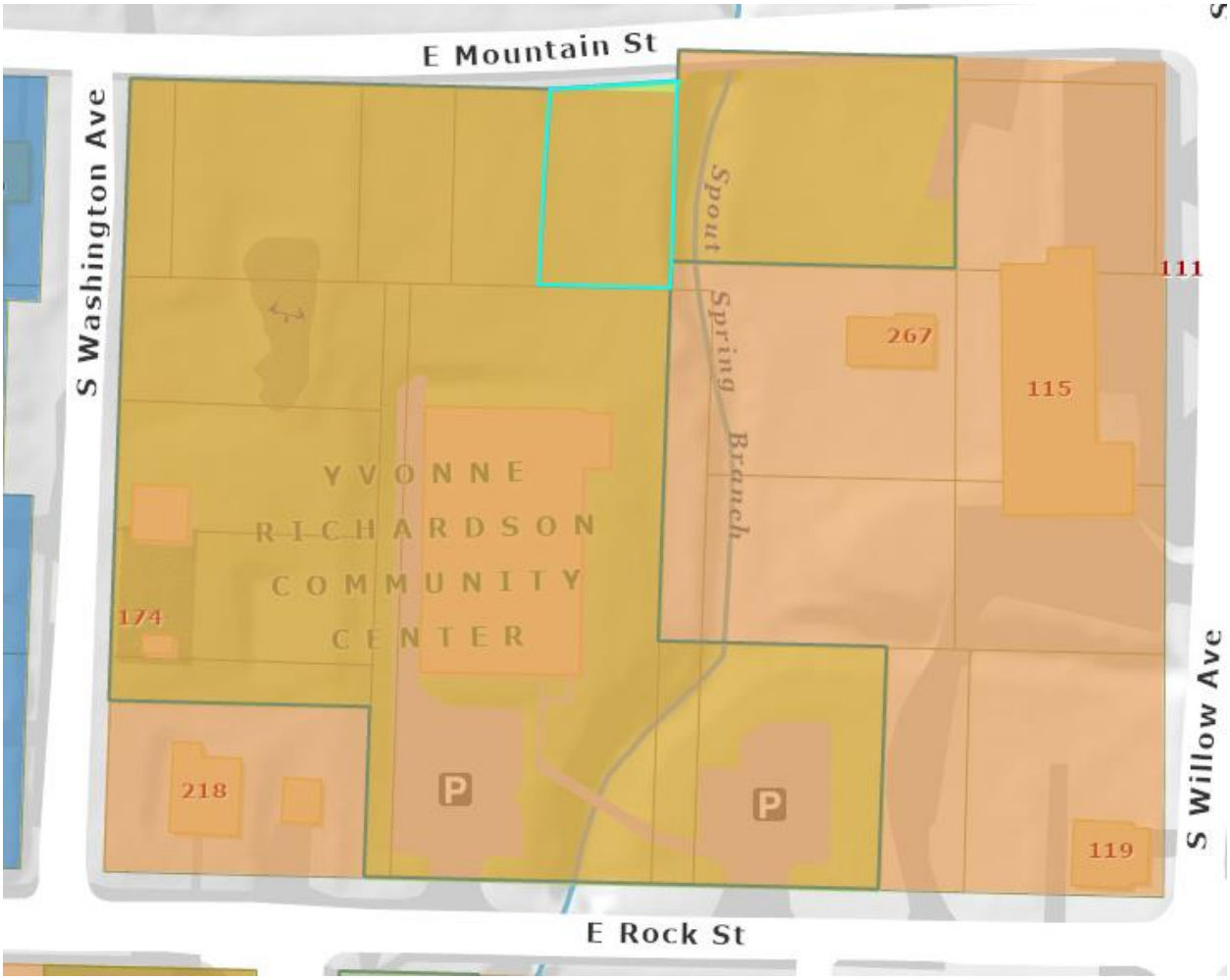
A part of the Northwest Quarter (NW-1/4) of the Southwest Quarter (SW-1/4) of Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West of the Fifth Principal Meridian, Washington County, Arkansas and being more particularly described as follows, to-wit: Beginning at a point which is 599.5 feet East and 266 feet South of the Northwest corner of the SW-1/4 of Section 15; thence East 44.5 feet; thence South 99 feet; thence West 44.5 feet; thence North 99 feet to the point of beginning.

Yvonne Richardson Community Center Parcel No: 765-12799-001

Current Zoning: RMF-24

Acres: 0.1

File No. Book 96 Page 55123



Legal Description:

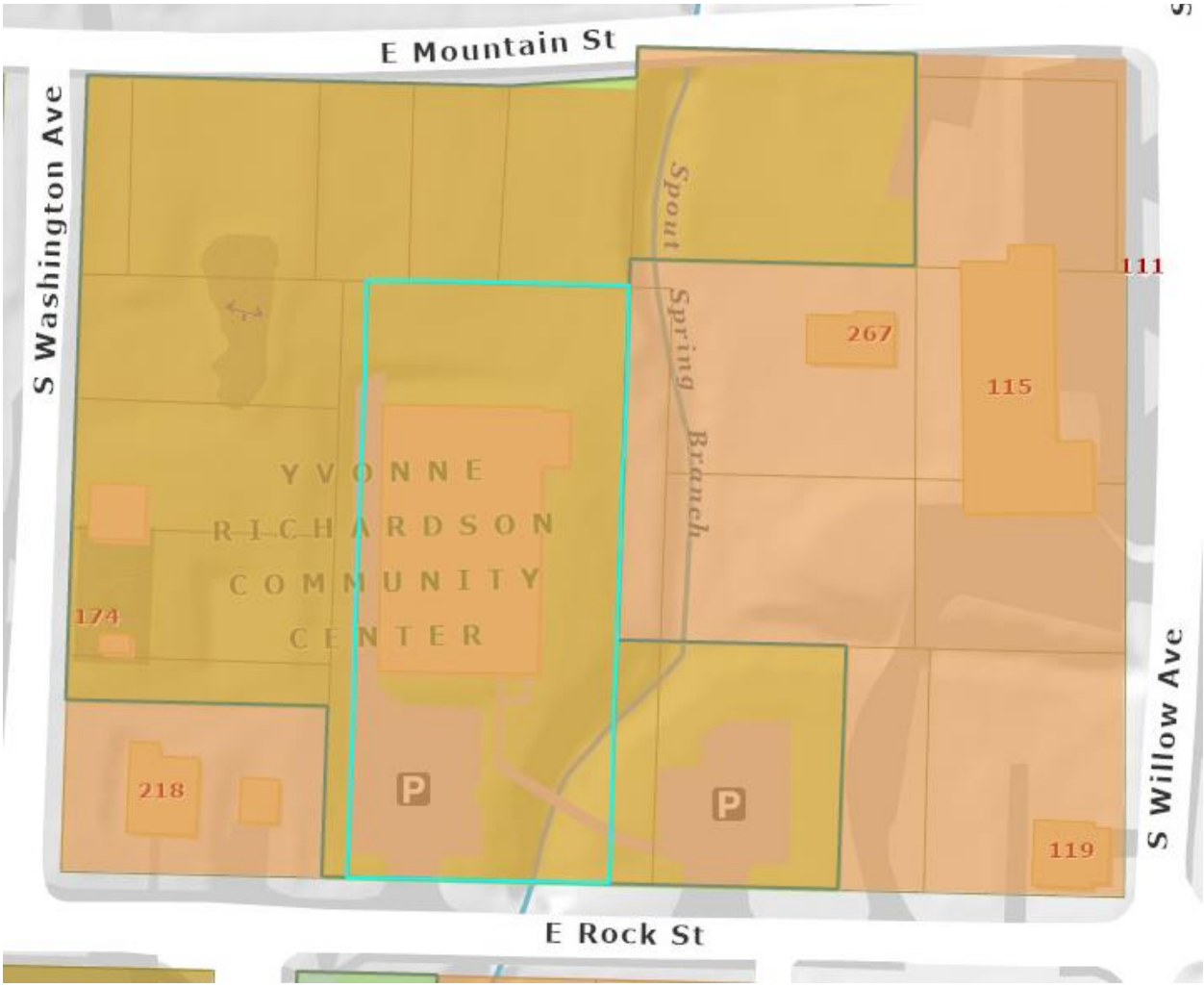
A part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West, more particularly described as follows: Beginning at a found iron pin which is South 00° 24' 56" East 368.33 feet and North 88° 58' 21" East 645.77 feet from the Northwest corner of said NW¼ of the SW¼; thence North 88° 58' 21" East 63.11 feet to a set iron pin; thence North 00° 58' 40" East 98.48 feet to a set iron pin on the apparent right-of-way of Mountain Street; thence along said right-of-way South 85° 15' 45" West 60.88 feet to a set iron pin; thence South 02° 29' 20" West 94.65 feet to the Point of Beginning, containing 0.137 acre, more or less.

Yvonne Richardson Community Center Parcel No: 765-06387-000

Current Zoning: RMF-24

Acres: 0.8

File No. Book 94 Page 26793



Legal Description:

TRACT 1

A part of the Northwest Quarter of the Southwest Quarter of Section Fifteen (15), in Township Sixteen (16) North of Range Thirty (30) West, described as follows, to-wit: Beginning at a point which is 266 feet South and 466 feet East of the Northwest corner of said 40 acre tract, and running thence East 89 feet; thence South 99 feet, thence West 89 feet; thence North 99 feet to the place of beginning, being the West Half of Lot 22 in the County Court plat of the Southwest Quarter of Section 15, Township 16 North, Range 30 West, in the City of Fayetteville, as shown by plat recorded in the office of the Circuit Clerk and Ex-Officio Recorder of said County, and being the West Half of Lot Eleven (11) in said County Court plat as shown by the Burns and McDonnell Sewer Map of the City of Fayetteville.

TRACT 2

Lot Numbered One (1) in Block One (1) of Boles Addition to the City of Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TRACT 3

Lots 8, 9, 10, 11, 12, 13 and 14, Block 2, Hicks Addition to the City of Fayetteville, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas.

TRACT 4

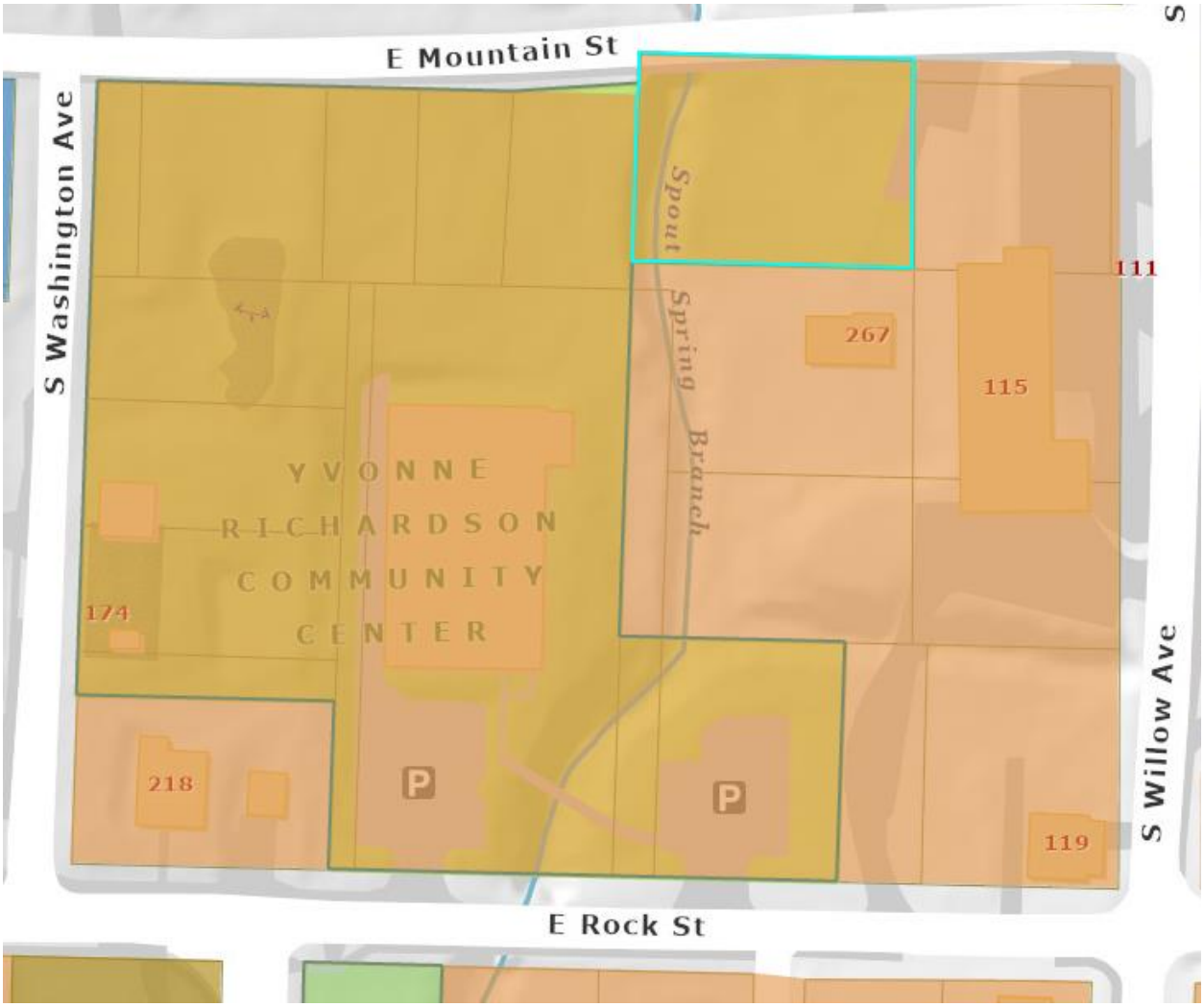
A part of the NW 1/4 of SW 1/4 of Section 15, Township 16 North, Range 30 West, described as commencing from an existing railroad spike at the Northwest corner of said NW 1/4 of the SW 1/4; thence along the West line thereof South 00 degrees 24 minutes 56 seconds East 650.43 feet; thence along the North right-of-way of Rock Street North 88 degrees 58 minutes 21 seconds East 694.88 feet to the point of beginning; thence North 00 degrees 24 minutes 56 seconds West 115.00 feet; thence North 88 degrees 58 degrees 21 minutes East 108.85 feet; thence South 00 degrees 24 minutes 56 seconds East 115.00 feet; thence along the North right-of-way of Rock Street South 88 degrees 58 minutes 21 seconds West 108.85 feet to the point of beginning, containing 0.287 acres, more or less, Fayetteville, Washington County, Arkansas. (Said parcel also being a part of Lot 28 in the County Court Plat of the NW 1/4 of the SW 1/4 of Section 15, Township 16 North, Range 30 West to the City of Fayetteville, as recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.)

Yvonne Richardson Community Center Parcel No: 765-12805-000

Current Zoning: RMF-24

Acres: 0.3

File No. 2021-00041049



Legal Description:

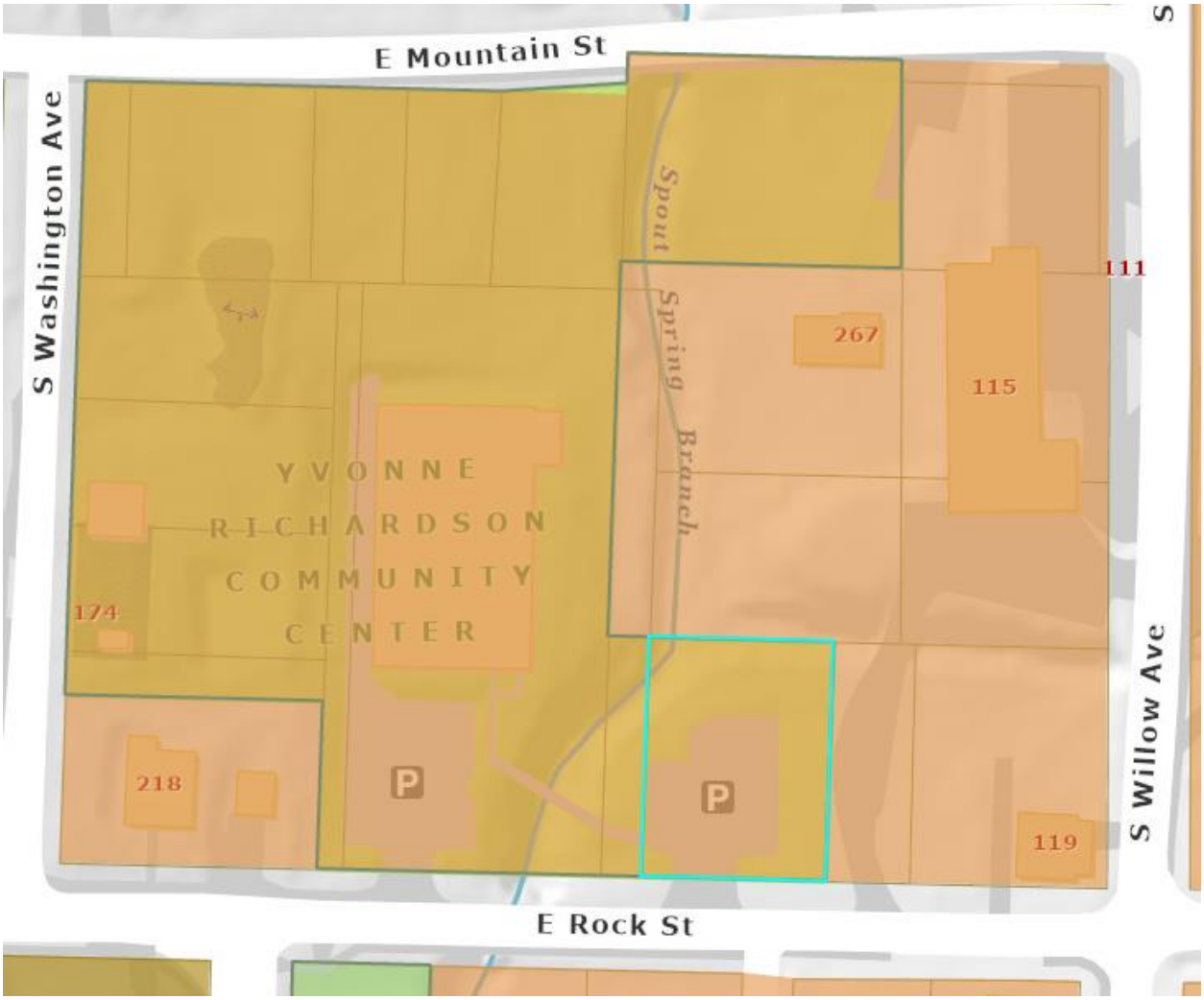
That portion of Plat of Parts of the West Half of Section 15, Township 16 North, Range 30 West, Fayetteville, Arkansas dated July 7, 1947, labeled as "Bob King: recorded in Plat Book 1, Page 108 in the office of the Circuit Clerk, Washington County, Arkansas, being more particularly described as follows: A part of the Northwest Quarter of the Southwest Quarter of Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West, Fifth Principal Meridian, Washington County, Arkansas; Commencing at the Northeast Corner of said forty acre tract; thence North 87°30'00" West 380.00 feet; thence South 01°29'04" West 244.32 feet to the Southwest intersection of the 50-foot right of way of South Willow Avenue and the 30-foot right of way of East Mountain Street North 87°05'47" West 100.00 feet to the POINT OF BEGINNING being a set 5/8" rebar with Cap "COF 1514"; thence South 02°54'13" West 99.00 feet to a set 5/8" rebar with Cap "COF 1514"; thence North 87°05'47" West 110.00 feet to a set 5/8" rebar with Cap "COF 1514"; thence North 02°54'13" East 79.00 feet to a point and an angle point in the southerly Right-of-Way of said East Mountain Street; thence continuing North 02°54'13"East 20.00 feet to another angle point in the southerly Right-of-Way of East Mountain Street and a set 5/8" rebar with Cap "COF 1514"; thence continuing along said Right-of -Way South 87°05'47" East 110.00 feet to the Point of Beginning, said description contains 10,890 square feet more or less. Per Survey recorded September 14, 2021 as Document No 2021-0035390. Subject to easements and rights of way of record, if any.

Yvonne Richardson Community Center Parcel No: 765-12808-000

Current Zoning: RMF-24

Acres: 0.3

File No. Book 94 Page 26793



Legal Description:

TRACT 1

A part of the Northwest Quarter of the Southwest Quarter of Section Fifteen (15), in Township Sixteen (16) North of Range Thirty (30) West, described as follows, to-wit: Beginning at a point which is 266 feet South and 466 feet East of the Northwest corner of said 40 acre tract, and running thence East 89 feet; thence South 99 feet, thence West 89 feet; thence North 99 feet to the place of beginning, being the West Half of Lot 22 in the County Court plat of the Southwest Quarter of Section 15, Township 16 North, Range 30 West, in the City of Fayetteville, as shown by plat recorded in the office of the Circuit Clerk and Ex-Officio Recorder of said County, and being the West Half of Lot Eleven (11) in said County Court plat as shown by the Burns and McDonnell Sewer Map of the City of Fayetteville.

TRACT 2

Lot Numbered One (1) in Block One (1) of Boles Addition to the City of Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TRACT 3

Lots 8, 9, 10, 11, 12, 13 and 14, Block 2, Hicks Addition to the City of Fayetteville, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas.

TRACT 4

A part of the NW 1/4 of SW 1/4 of Section 15, Township 16 North, Range 30 West, described as commencing from an existing railroad spike at the Northwest corner of said NW 1/4 of the SW 1/4; thence along the West line thereof South 00 degrees 24 minutes 56 seconds East 650.43 feet; thence along the North right-of-way of Rock Street North 88 degrees 58 minutes 21 seconds East 694.88 feet to the point of beginning; thence North 00 degrees 24 minutes 56 seconds West 115.00 feet; thence North 88 degrees 58 degrees 21 minutes East 108.85 feet; thence South 00 degrees 24 minutes 56 seconds East 115.00 feet; thence along the North right-of-way of Rock Street South 88 degrees 58 minutes 21 seconds West 108.85 feet to the point of beginning, containing 0.287 acres, more or less, Fayetteville, Washington County, Arkansas. (Said parcel also being a part of Lot 28 in the County Court Plat of the NW 1/4 of the SW 1/4 of Section 15, Township 16 North, Range 30 West to the City of Fayetteville, as recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.)

RZN-2024-0007
EXHIBIT 'B'

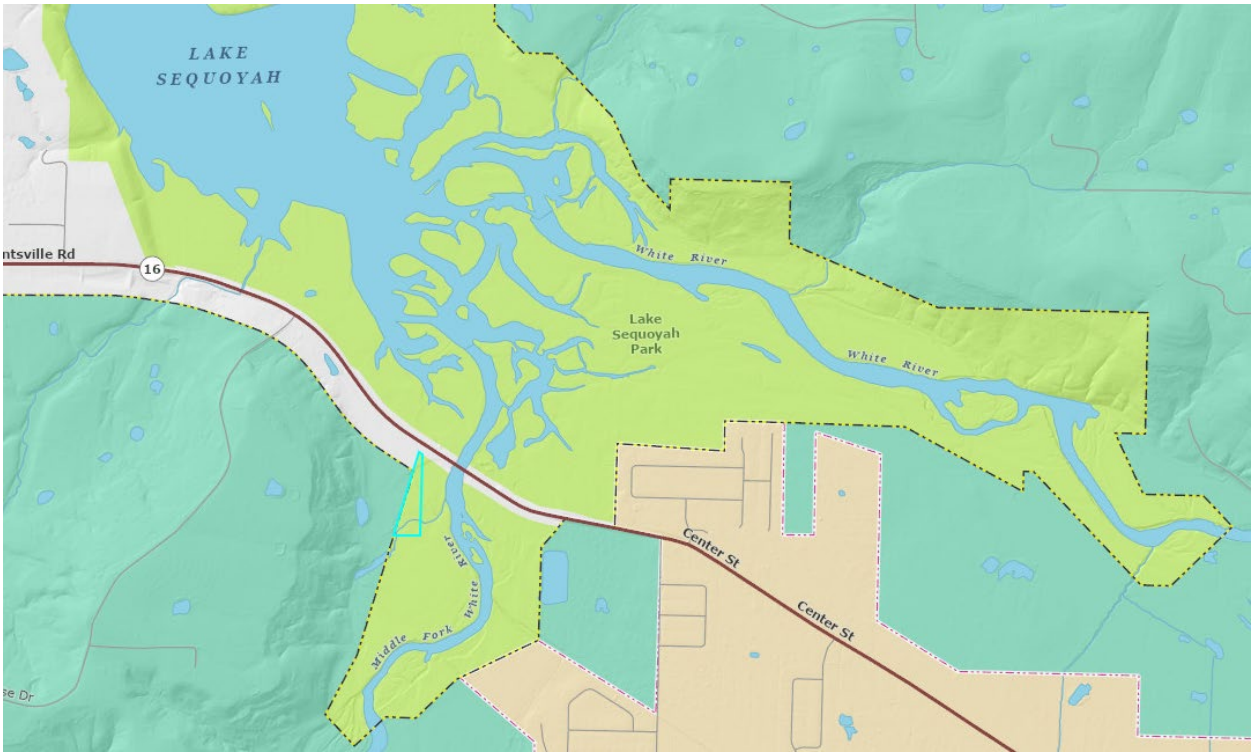
Lake Sequoyah

Park Parcel No: 765-13187-000

Acres: 3.5

Current Zoning: R-A

File No. Book 530 Page 331



Legal Description:

... and the SW¼ of the SE¼

All that part of the SE¼ of the SE¼ of Section 21 and the NW¼ of the NE¼ and the NE¼ of the NE¼ of Section 28, Township 16 North, Range 29 West, all of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: Part

Beginning at a point in the west boundary of said SE¼ of the SE¼ of Sec. 21, said point being at the centerline of Arkansas State Highway 16, thence in a southeasterly direction along the centerline of said Highway to a point on a line which is described as follows: Beginning at the northwest corner of said SE¼ of the SE¼ of Sec. 21, thence south 195 feet to the old county roadbed; thence east along the old roadbed 246 feet; thence south 210 feet; thence east 102 feet; thence south to the centerline of said Highway; from the above point thence south to the south boundary of said SE¼ of the SE¼ of Sec. 21; thence west to a point 297.8 feet west of the southeast corner of the SW¼ of the SE¼, thence North bearing east to the point of beginning, containing 10 acres, more or less. Beginning at the northwest corner of said NE¼ of the NE¼ of Sec. 28, thence east to the former right-of-way of the St. Paul Branch of the St. Louis and San Francisco Railroad, thence along said right-of-way to the middle of the channel of the the Middle Fork of White River, thence up the channel of said river in a south and westerly direction to the south boundary of said NW¼ of the NE¼ of Sec. 28, thence along said south boundary to the southwest corner of the SE¼ of the NW¼ of the NE¼ of Sec. 28, thence north bearing east to a point in the north boundary of the NW¼ of the NE¼ which is 297.8 feet west of the northeast corner of the NW¼ of the NE¼, thence east 297.8 feet to the point of beginning, containing 30 acres, more or less.

That in the event grantee elects or is required by the Arkansas State Health Department to construct and maintain a fence upon the boundary line between said above described real estate and the remaining real estate now owned by grantors herein, of such specifications as may be desired by grantee, that the construction, erection, and maintenance of such fence shall be at the expence of grantee. That this provision shall not be construed as limiting the right of grantors to construct a fence or fences upon the aforesaid boundary line at Grantors own expense if Grantors so desire.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said City of Fayetteville, Arkansas, a municipal corporation, its successors

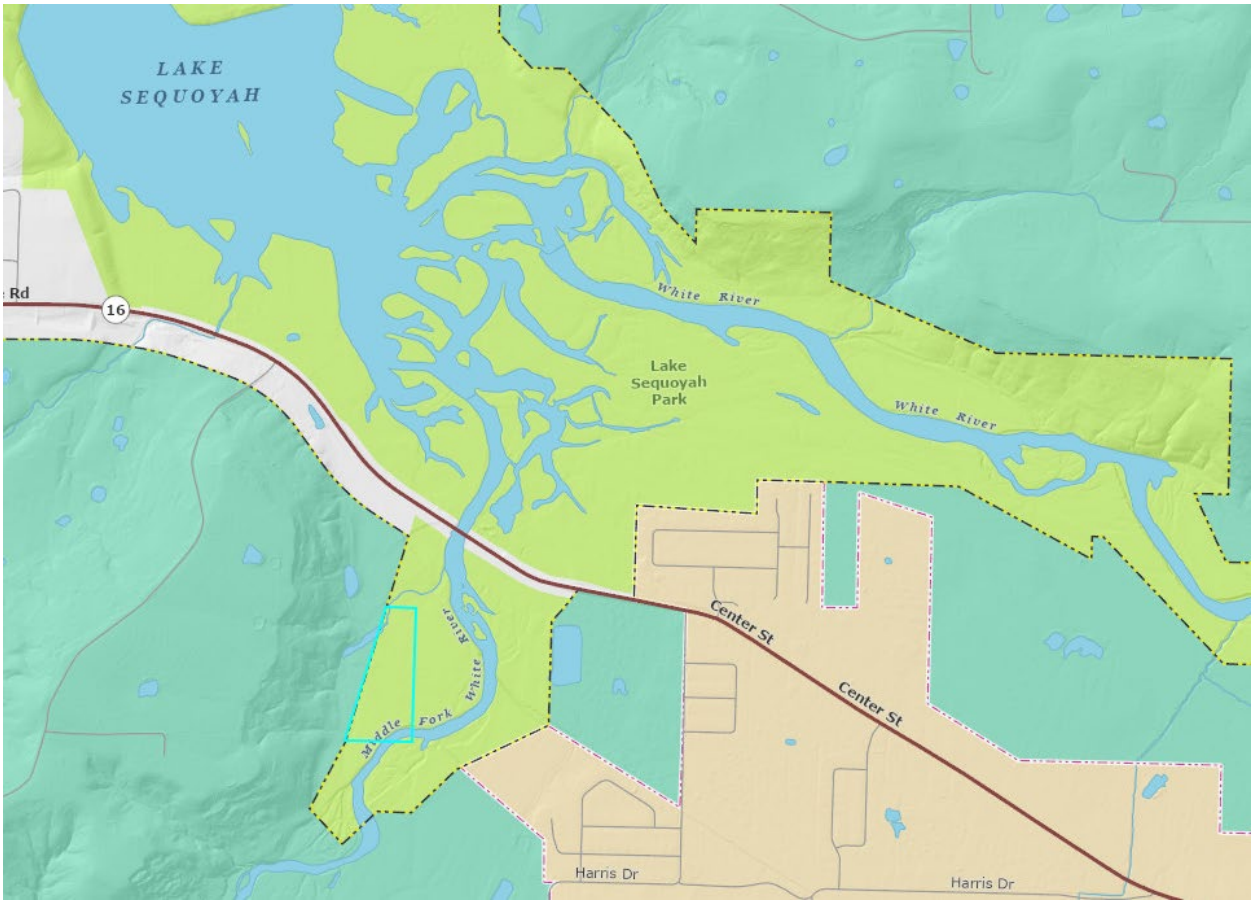
Lake Sequoyah

Park Parcel No: 765-13205-000

Acres: 14.3

Current Zoning: R-A

File No. Book 530 Page 332



Legal Description:

All that part of the Northwest Quarter of the Northeast Quarter of Section 28, Township 16 North of Range 29 West lying east and south of the center of the channel of the Middle Fork of White River.

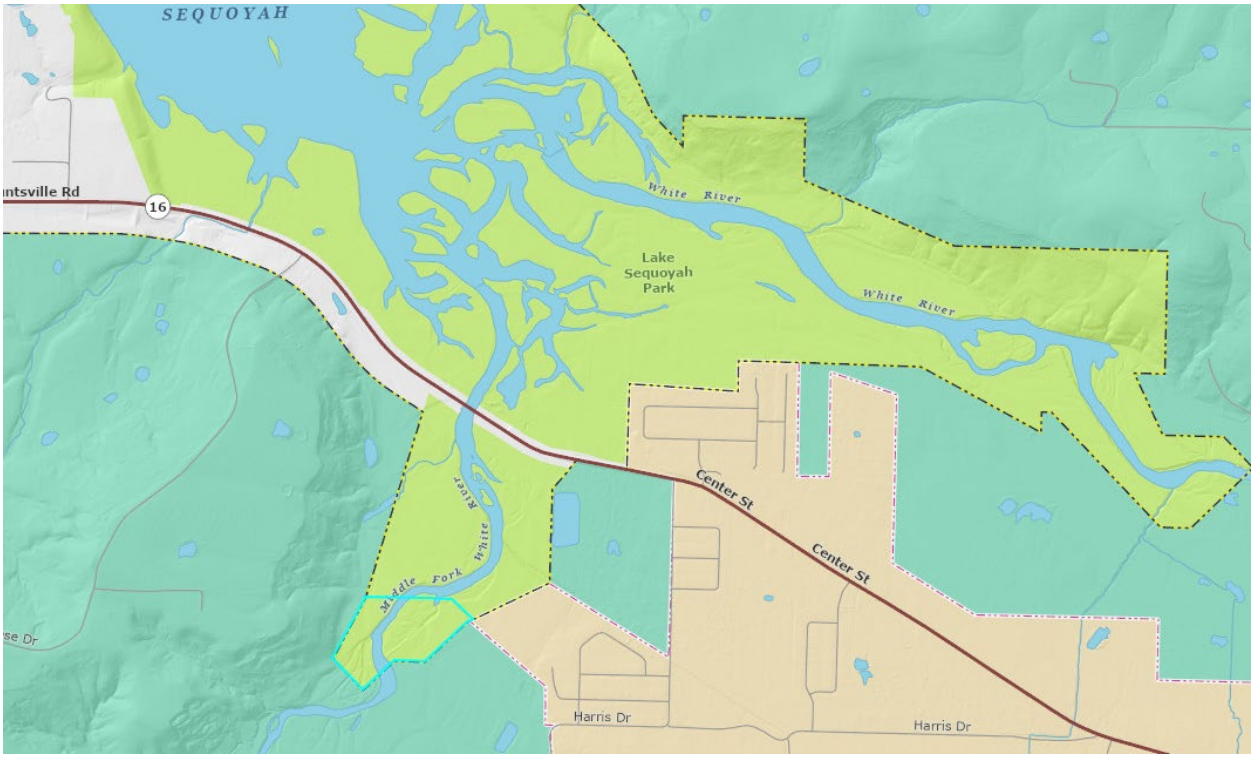
Lake Sequoyah

Park Parcel No: 765-13204-000

Acres: 19.5

Current Zoning: R-A

File No.



Legal Description:

PT SE NE 4.50A PT SW NE 15 A. Part of Lake Sequoyah

RZN-2024-0007
EXHIBIT 'B'

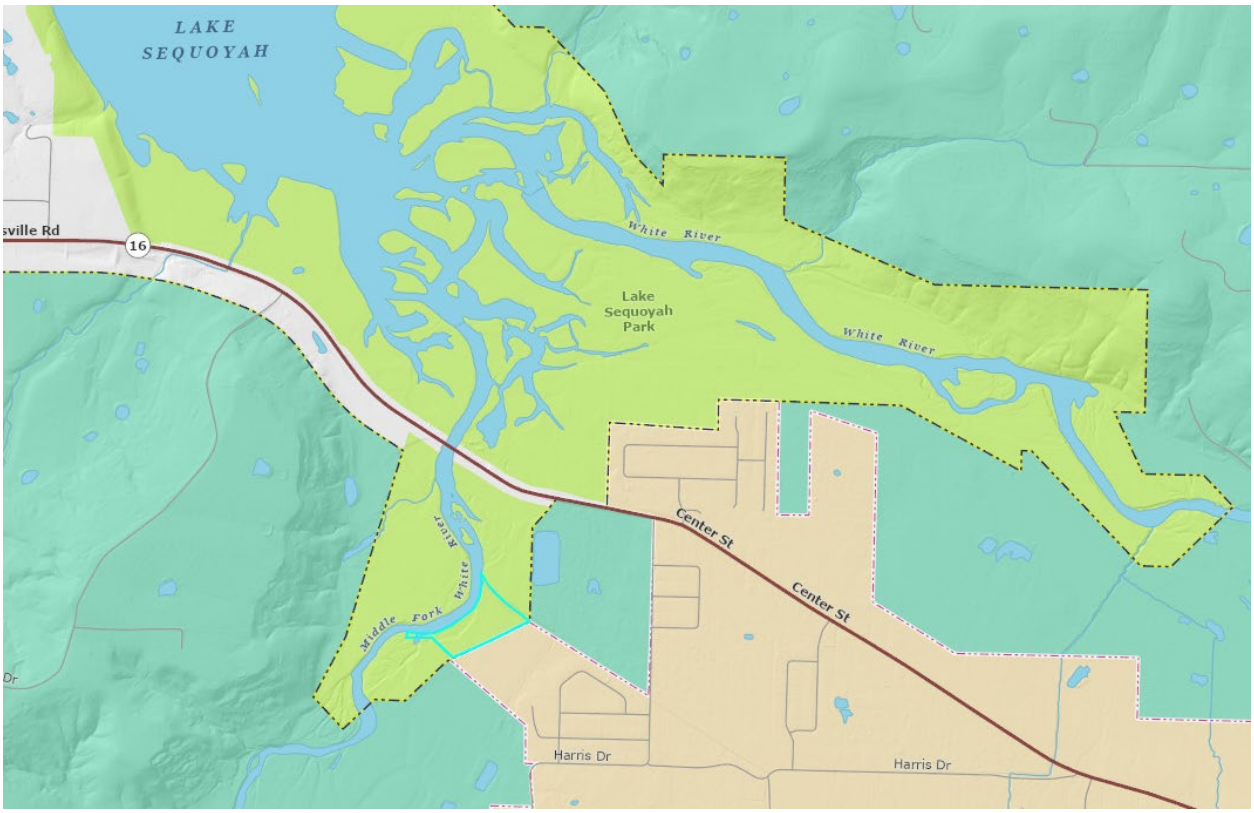
Lake Sequoyah

Park Parcel No: 765-13202-000

Acres: 8.0

Current Zoning: R-A

File No. Book 531 Page 249



Legal Description:

All that part of the Northeast quarter (NE¼) of the Northeast quarter (NE¼) and the Southeast quarter (SE¼) of the Northeast quarter (NE¼) of Section Twenty-eight (28), Township Sixteen (16) North of Range Twenty-nine (29) West of the 5th P.M. in Washington County, Arkansas, more particularly described as follows, to-wit: Beginning at a point in the east boundary of said Northeast quarter (NE¼) of the Northeast quarter (NE¼) 245.5 feet North of the Southeast corner thereof, said point being at the centerline of the former St. Paul Branch of the St. Louis and San Francisco Railroad Company right of way; thence in a northwesterly direction along the centerline of said right of way to the main channel of the Middle Fork of the White River; thence up the channel in a south and westerly direction to the west boundary of said Northeast quarter (NE¼) of the Northeast quarter (NE¼); thence South on and along said west boundary to the Southwest corner of said Northeast quarter (NE¼) of the Northeast quarter (NE¼); thence East on and along the South boundary thereof to a point 241 feet East of said southwest corner; thence on a bearing of South 49½ degrees East to a point on a diagonal line between the Northeast corner and the southwest corner of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of the Northeast quarter (NE¼); thence in a northeasterly direction to the point of beginning, containing ten (10) acres, more or less.

It is understood and agreed that grantors herein do not agree to warrant and defend the title to the southerly fifty (50) feet of right of way of the main track of the St. Louis-San Francisco Railway as same was formerly located and constructed over and across the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty-eight (28), Township Sixteen (16) North of Range Twenty-nine (29) West of the 5th P.M.

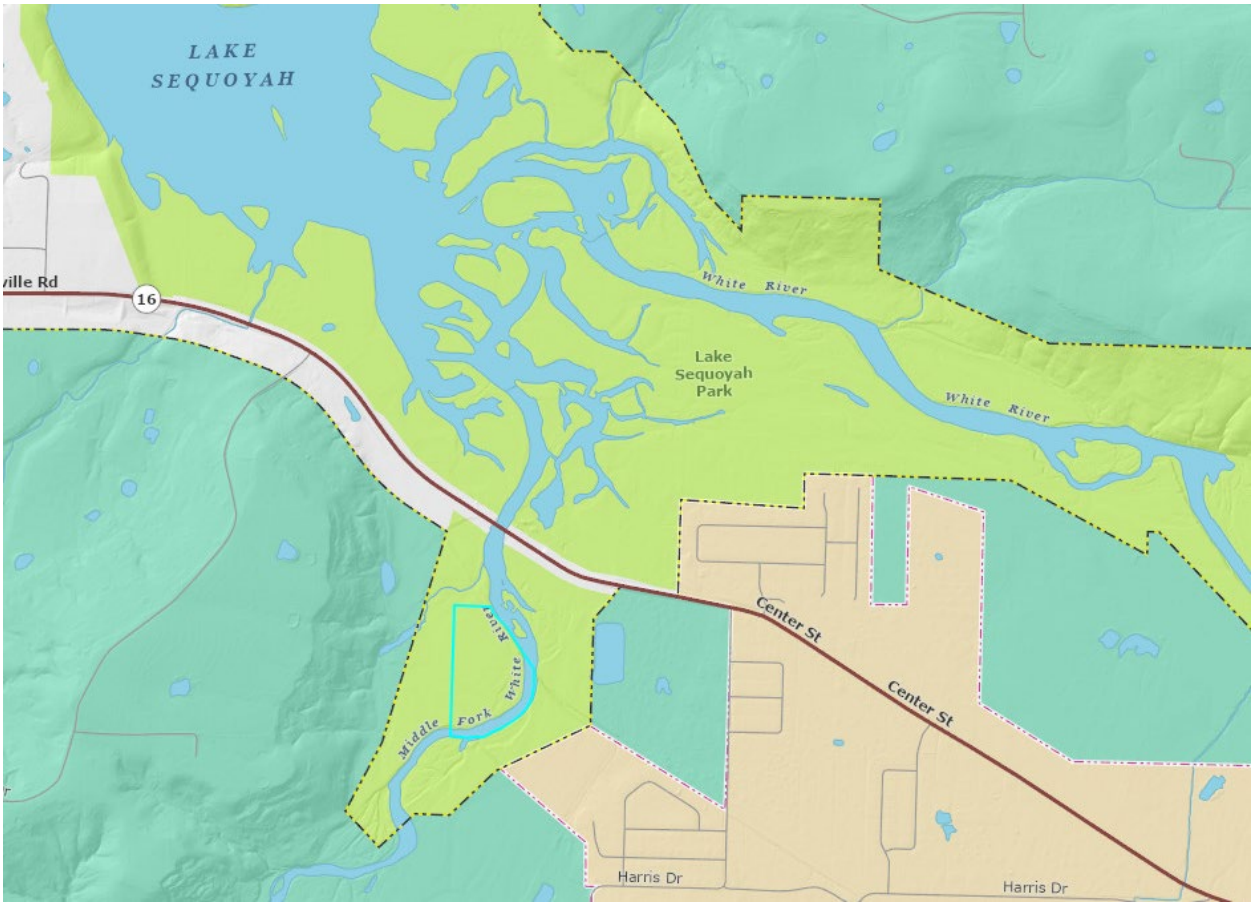
Lake Sequoyah

Park Parcel No: 765-13203-000

Acres: 17.9

Current Zoning: R-A

File No. Book 530 Page 331



Legal description:

... and the SW¼ of the SE¼

All that part of the SE¼ of the SE¼ of Section 21 and the NW¼ of the NE¼ and the NE¼ of the NE¼ of Section 28, Township 16 North, Range 29 West, all of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: Part

Beginning at a point in the west boundary of said SE¼ of the SE¼ of Sec. 21, said point being at the centerline of Arkansas State Highway 16, thence in a southeasterly direction along the centerline of said Highway to a point on a line which is described as follows: Beginning at the northwest corner of said SE¼ of the SE¼ of Sec. 21, thence south 195 feet to the old county roadbed; thence east along the old roadbed 246 feet; thence south 210 feet; thence east 102 feet; thence south to the centerline of said Highway; from the above point thence south to the south boundary of said SE¼ of the SE¼ of Sec. 21; thence west to a point 297.8 feet west of the southeast corner of the SW¼ of the SE¼, thence North bearing east to the point of beginning, containing 10 acres, more or less. Beginning at the northwest corner of said NE¼ of the NE¼ of Sec. 28, thence east to the former right-of-way of the St. Paul Branch of the St. Louis and San Francisco Railroad, thence along said right-of-way to the middle of the channel of the Middle Fork of White River, thence up the channel of said river in a south and westerly direction to the south boundary of said NW¼ of the NE¼ of Sec. 28, thence along said south boundary to the southwest corner of the SE¼ of the NW¼ of the NE¼ of Sec. 28, thence north bearing east to a point in the north boundary of the NW¼ of the NE¼ which is 297.8 feet west of the northeast corner of the NW¼ of the NE¼, thence east 297.8 feet to the point of beginning, containing 30 acres, more or less.

hat in the event grantee elects or is required by the Arkansas State Health Department to con-
ruct and maintain a fence upon the boundary line between said above described real estate and
he remaining real estate now owned by grantors herein, of such specifications as may be desired
r grantee, that the construction, erection, and maintenance of such fence shall be at the expense
grantee. That this provision shall not be construed as limiting the right of grantors to con-
ruct a fence or fences upon the aforesaid boundary line at grantors own expense if grantors so desire.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said

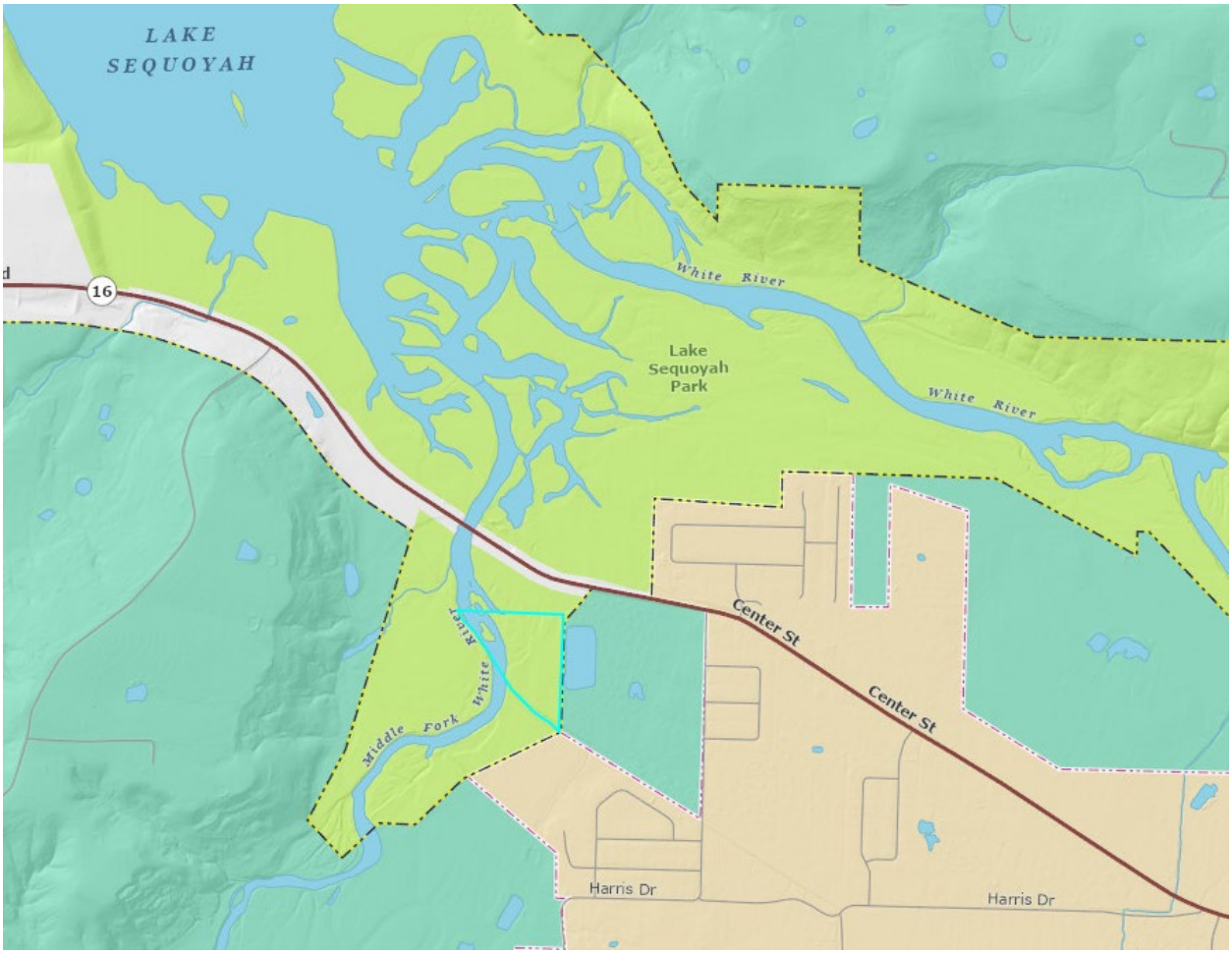
Lake Sequoyah

Park Parcel No: 765-13202-010

Acres: 13.5

Current Zoning: R-A

File No. Book 522 Page 369



Legal Description:

FEB 20 12 [illegible] PM 1959

LLOYD McCONNELL
CIRCUIT CLERK

KNOW ALL MEN BY THESE PRESENTS, That ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation of the State of Missouri, party of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00) to it paid by CITY OF FAYETTEVILLE, Washington County, Arkansas, a municipal corporation, party of the second part, the receipt of which is hereby acknowledged, does by these presents Remise, Release and Forever Quitclaim unto the said party of the second part, its successors and assigns, a certain strip or parcel of land lying, being and situate in the Southeast Quarter (SE¼) of Southeast Quarter (SE¼) of Section Twenty-One (21) and in the Northeast Quarter (NE¼) of Northeast Quarter (NE¼) of Section Twenty-Eight (28) in Township Sixteen (16) North, Range Twenty-Nine (29) West, Washington County, Arkansas, said strip or parcel of land being more particularly described as follows:

> Being a strip of land one hundred (100) feet in width, that is to say, fifty (50) feet on each side of center line of main track of the St. Louis-San Francisco Railway Company as the same was formerly located and constructed over and across said quarter quarter sections; containing 5.0 acres more or less.

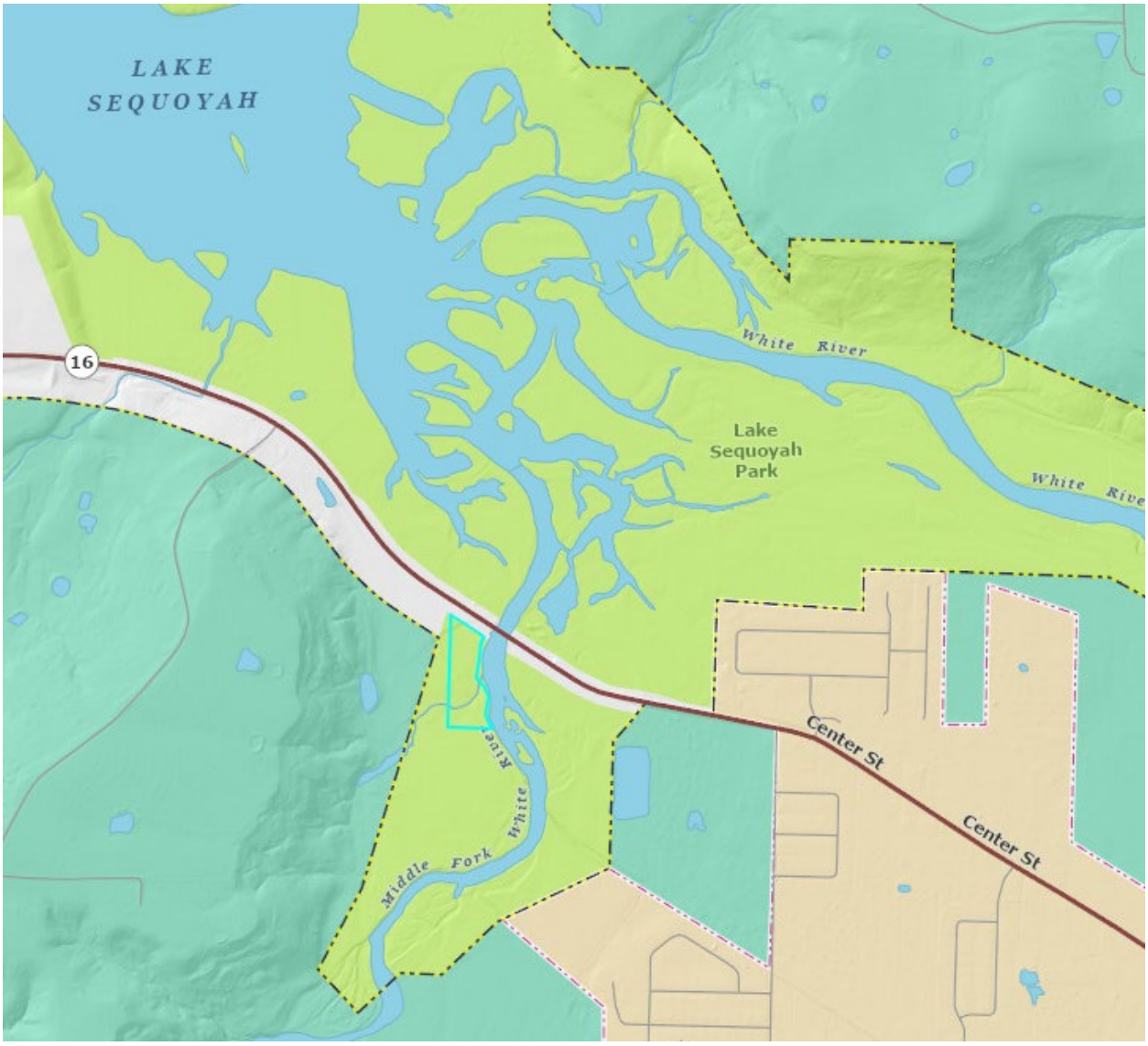
Lake Sequoyah

Park Parcel No: 765-13186-000

Acres: 5.1

Current Zoning: R-A

File No. Book 530 Page 331



Legal Description:

... and the SW¼ of the SE¼

All that part of the SE¼ of the SE¼ of Section 21 and the NW¼ of the NE¼ and the NE¼ of the NE¼ of Section 28, Township 16 North, Range 29 West, all of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: Part

Beginning at a point in the west boundary of said SE¼ of the SE¼ of Sec. 21, said point being at the centerline of Arkansas State Highway 16, thence in a southeasterly direction along the centerline of said Highway to a point on a line which is described as follows: Beginning at the northwest corner of said SE¼ of the SE¼ of Sec. 21, thence south 195 feet to the old county roadbed; thence east along the old roadbed 246 feet; thence south 210 feet; thence east 102 feet; thence south to the centerline of said Highway; from the above point thence south to the south boundary of said SE¼ of the SE¼ of Sec. 21; thence west to a point 297.8 feet west of the southeast corner of the SW¼ of the SE¼, thence North bearing east to the point of beginning, containing 10 acres, more or less. Beginning at the northwest corner of said NE¼ of the NE¼ of Sec. 28, thence east to the former right-of-way of the St. Paul Branch of the St. Louis and San Francisco Railroad, thence along said right-of-way to the middle of the channel of the Middle Fork of White River, thence up the channel of said river in a south and westerly direction to the south boundary of said NW¼ of the NE¼ of Sec. 28, thence along said south boundary to the southwest corner of the SE¼ of the NW¼ of the NE¼ of Sec. 28, thence north bearing east to a point in the north boundary of the NW¼ of the NE¼ which is 297.8 feet west of the northeast corner of the NW¼ of the NE¼, thence east 297.8 feet to the point of beginning, containing 30 acres, more or less.

hat in the event grantee elects or is required by the Arkansas State Health Department to con-
ruct and maintain a fence upon the boundary line between said above described real estate and
he remaining real estate now owned by grantors herein, of such specifications as may be desired
r grantee, that the construction, erection, and maintenance of such fence shall be at the expense
grantee. That this provision shall not be construed as limiting the right of grantors to con-
ruct a fence or fences upon the aforesaid boundary line at grantors own expense if grantors so desire.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said

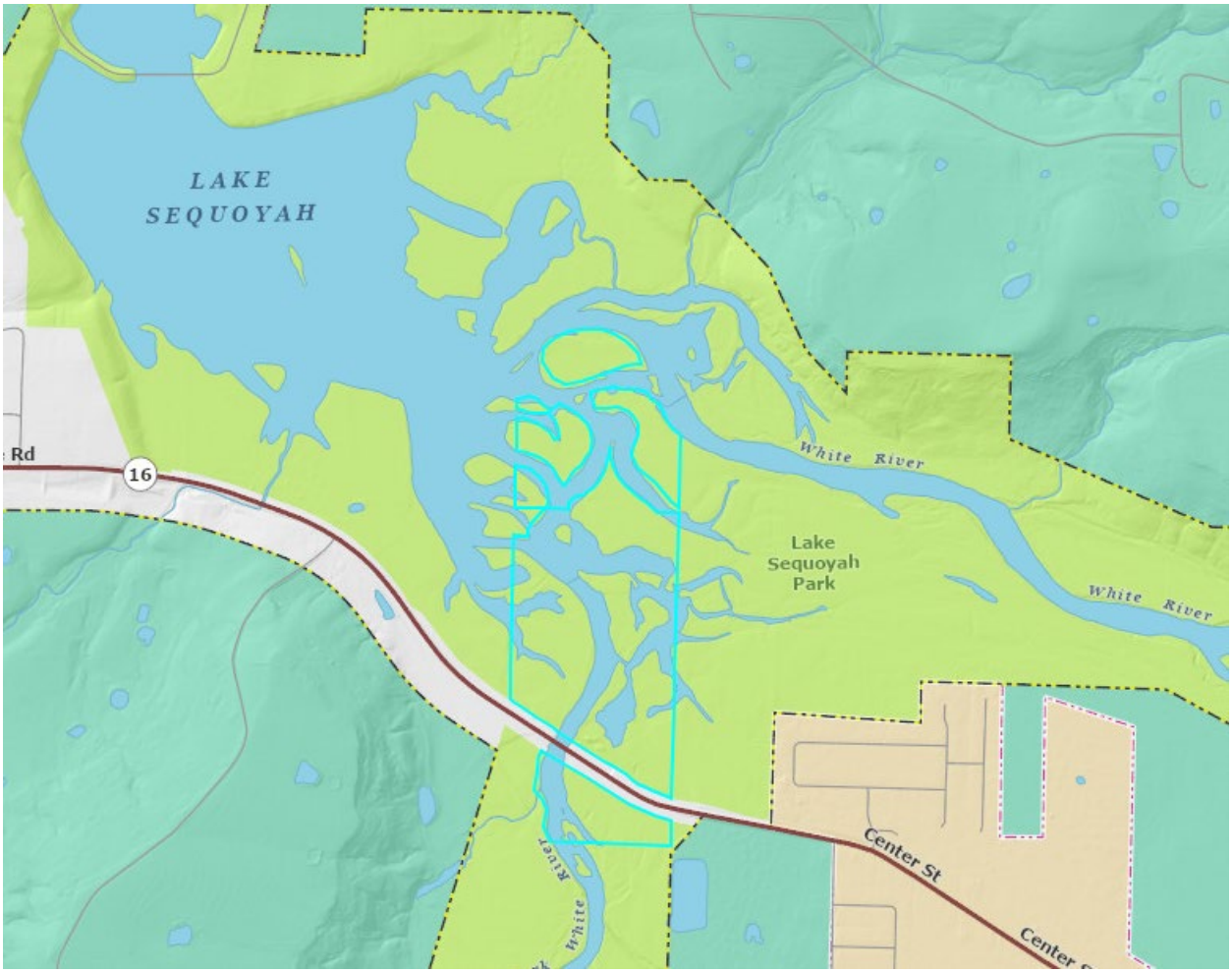
Lake Sequoyah

Park Parcel No: 765-13178-000

Acres: 89.8

Current Zoning: R-A

File No. Book 535 Page 276



Legal Description:

Part of the SW 1/4 SW 1/4, NW 1/4 SW 1/4, SW 1/4 NW 1/4 and SW 1/4 NW 1/4 NW 1/4 of Sec. 22, and the NE 1/4 NE 1/4, SE 1/4 NE 1/4, NE 1/4 SE 1/4 and SE 1/4 SE 1/4 of Sec. 21, all in T 16 N, R 29 W of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: Beginning at the centerline of State Highway 16 and a point which is 521.4 feet west of the east boundary of said SW 1/4 SW 1/4 of Sec. 22, thence is a northerly direction parallel to the west boundary of the SW 1/4 to a point 412.5 feet north and 521.4 feet west of the southeast corner of said SW 1/4 NW 1/4; thence in an easterly direction parallel to the south boundary of said SW 1/4 NW 1/4 to a point in the east boundary thereof 412.5 feet north of the southeast corner thereof; thence north on and along the east boundary to a point 330 feet south of the northeast corner of said SW 1/4 NW 1/4; thence in a northwesterly direction to a point 330 feet west of said northeast corner; thence west 561 feet to the west bank of the main fork of White River; thence down the river to a point 330 feet east and 330 feet north of the southwest corner of said NW 1/4 NW 1/4; thence in a southwesterly direction with the river to a point 66 feet north of the southwest corner thereof; thence westerly with the river to a point 1,155 feet west of the southeast corner of said NE 1/4 NE 1/4; thence S 22-1/2° W 313.5 feet; thence S 70° E 528 feet; thence S 45° E 264 feet; thence S 10-1/2° E 156.8 feet; thence S 23° W 214.5 feet; thence S 35° W 66 feet; thence S 53° W 198 feet; thence S 45° W 66 feet; thence S 30° W 544.5 feet; thence S 45° W 132 feet; thence S 70° W 66 feet to the forty line; thence south to a point 195 feet south of the northwest corner of said SE 1/4 SE 1/4; thence easterly along the line of the old road 246 feet; thence south 210 feet; thence east 102 feet; thence south to the centerline of said State Highway 16; thence in a southeasterly direction with the centerline of said State Highway to the point of beginning, containing 169.8 acres more or less.

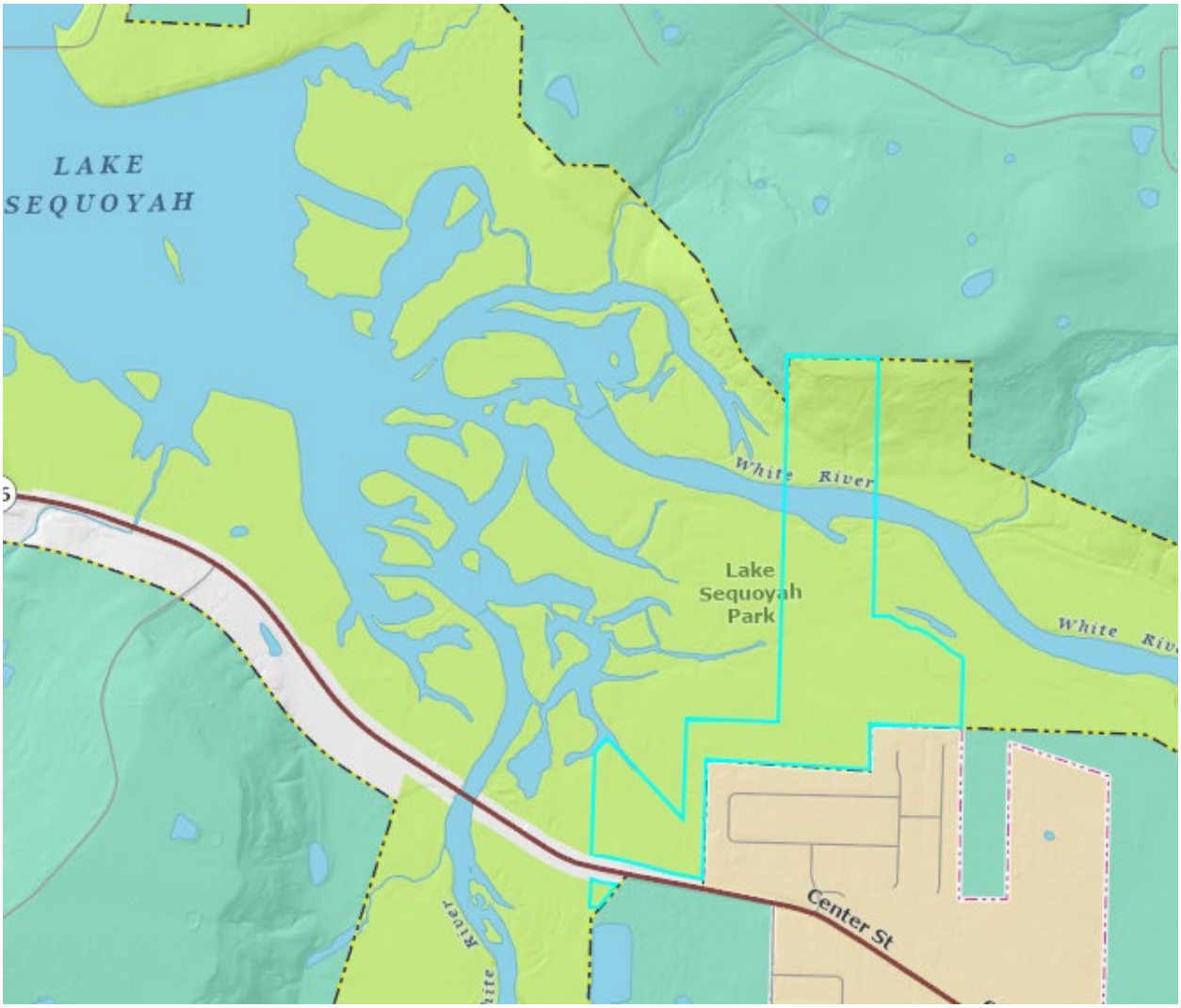
Lake Sequoyah

Park Parcel No: 765-13197-000

Acres: 73

Current Zoning: R-A

File No. Book 522 Page 388



Legal Description:

A part of the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section Twenty-one (21), and part of the Southwest quarter (SW¼) of the Southwest quarter (SW¼) of Section Twenty-two (22), and part of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section Twenty-seven (27) and part of the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section Twenty-eight (28), all in Township Sixteen (16) North, of Range Twenty-nine (29) West, more particularly described as follows, to-wit: Beginning at a point .97 chains South of the Northeast corner of Section Twenty-eight (28) and running thence South 1010.48 feet to the center line of the right of way of the St. Louis and San Francisco Railroad, thence with the center line of the St. Louis and San Francisco Railroad right of way in a Northwesterly direction to a point on the North line of said Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section Twenty-eight (28), which is 313.5 feet East of the Northwest corner of said forty acre tract, thence North 660 feet, thence North 33½° West 148.5 feet, thence North to the center line of State Highway No. 16, thence Southeasterly along the center line of said Highway to the East line of the Southeast quarter of the Southeast quarter of Section 21, thence continuing along the center line of said Highway South 31½° East 7.10 chains, thence South 27° 29' West 2.91½ chains, thence South 56° 54' West 2.62 chains to the point of beginning, containing 28.6 acres, more or less.

RZN-2024-0007
EXHIBIT 'B'

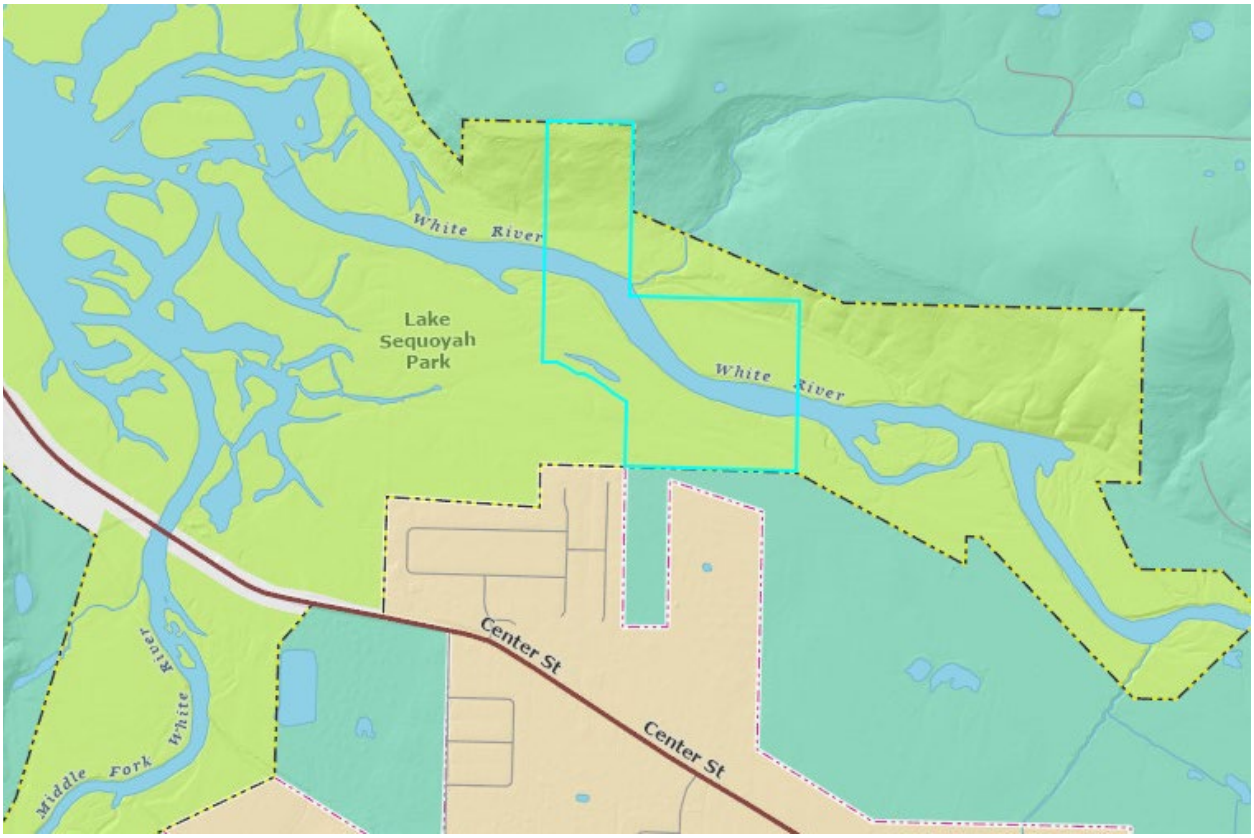
Lake Sequoyah

Park Parcel No: 765-13195-000

Acres: 69.1

Current Zoning: R-A

File No.



Legal Description:

PT LAKE SEQUOYAH PT E/2 SE NW 20A NW SE 40 A. PT NE SW 7.82 A.

RZN-2024-0007
EXHIBIT 'B'

Lake Sequoyah

Park Parcel No: 765-13192-000

Acres: 12.6

Current Zoning: R-A

File No.

Legal Description:

RZN-2024-0007
EXHIBIT 'B'

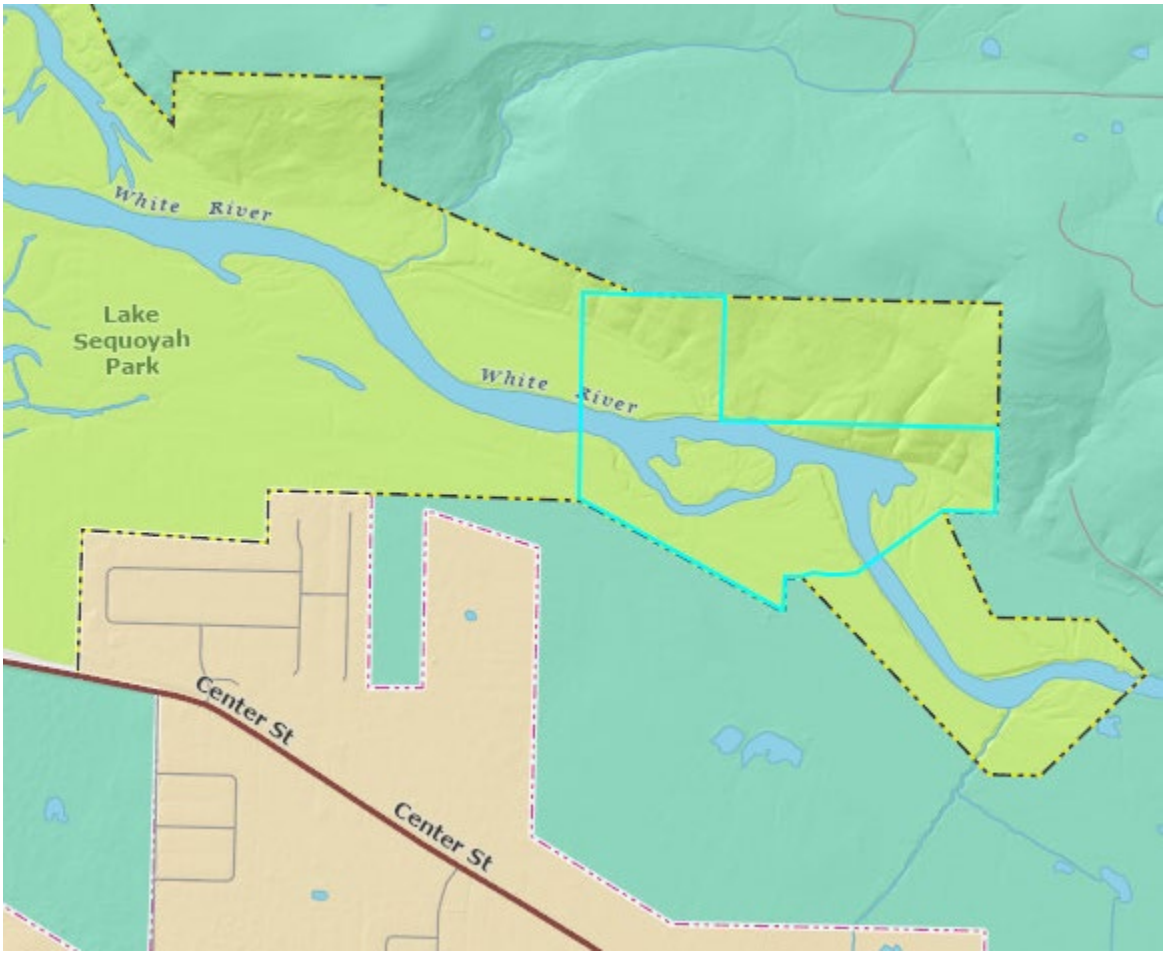
Lake Sequoyah

Park Parcel No: 765-13199-000

Acres: 65.2

Current Zoning: R-A

File No.



Legal Description:

PT OF LAKE SEQUOYAH PT E/2 SE 45 A PT NW SW 23-16- 29 16 A PT SW SW 23-16-29 8 A

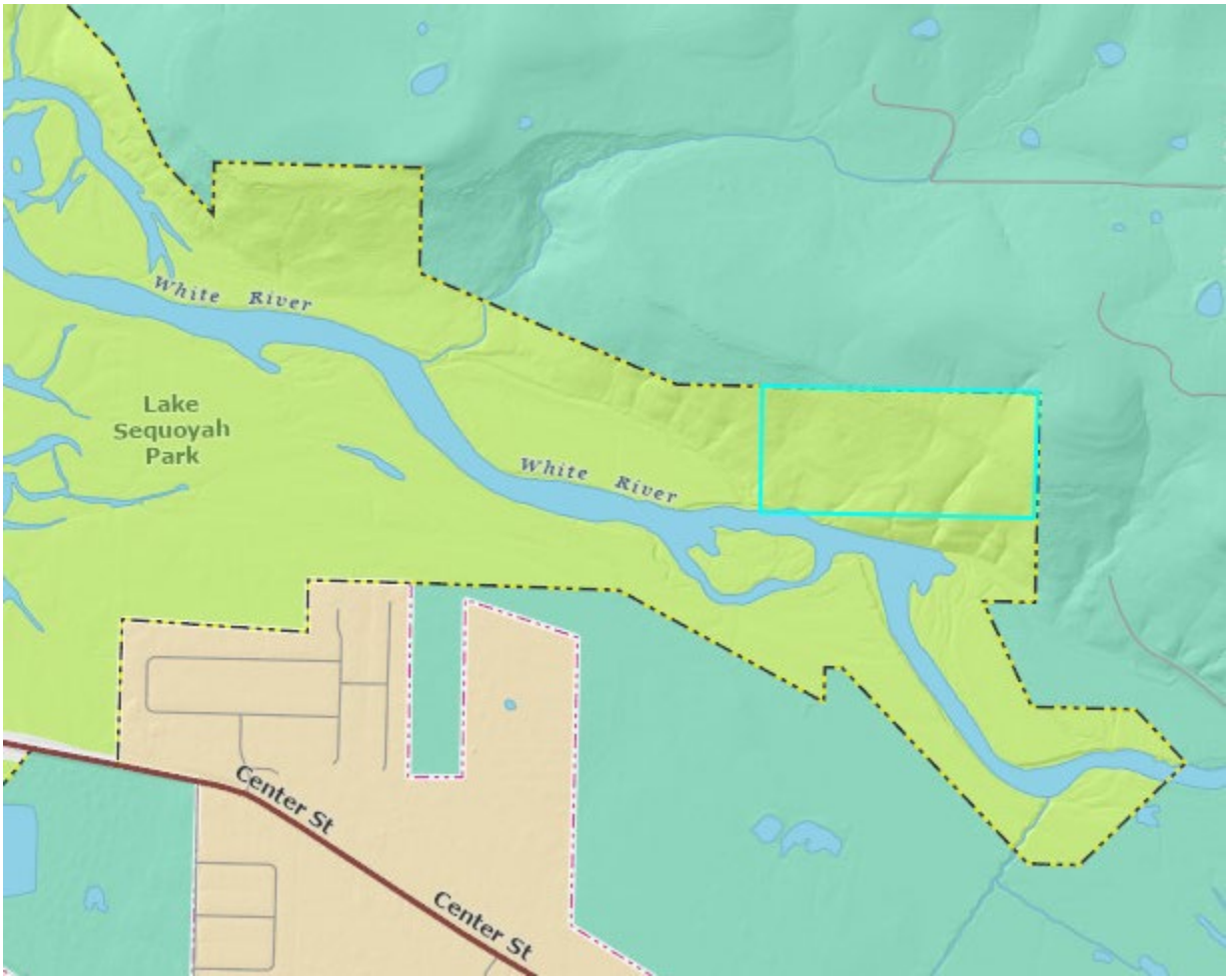
Lake Sequoyah

Park Parcel No: 765-13198-000

Acres: 31.8

Current Zoning: R-A

File No.



Legal Description:

PT LAKE SEQUOYAH VACANT LAND PT E/2 SE 7.75A PT NW SW 23-16 -29 24 A

RZN-2024-0007
EXHIBIT 'B'

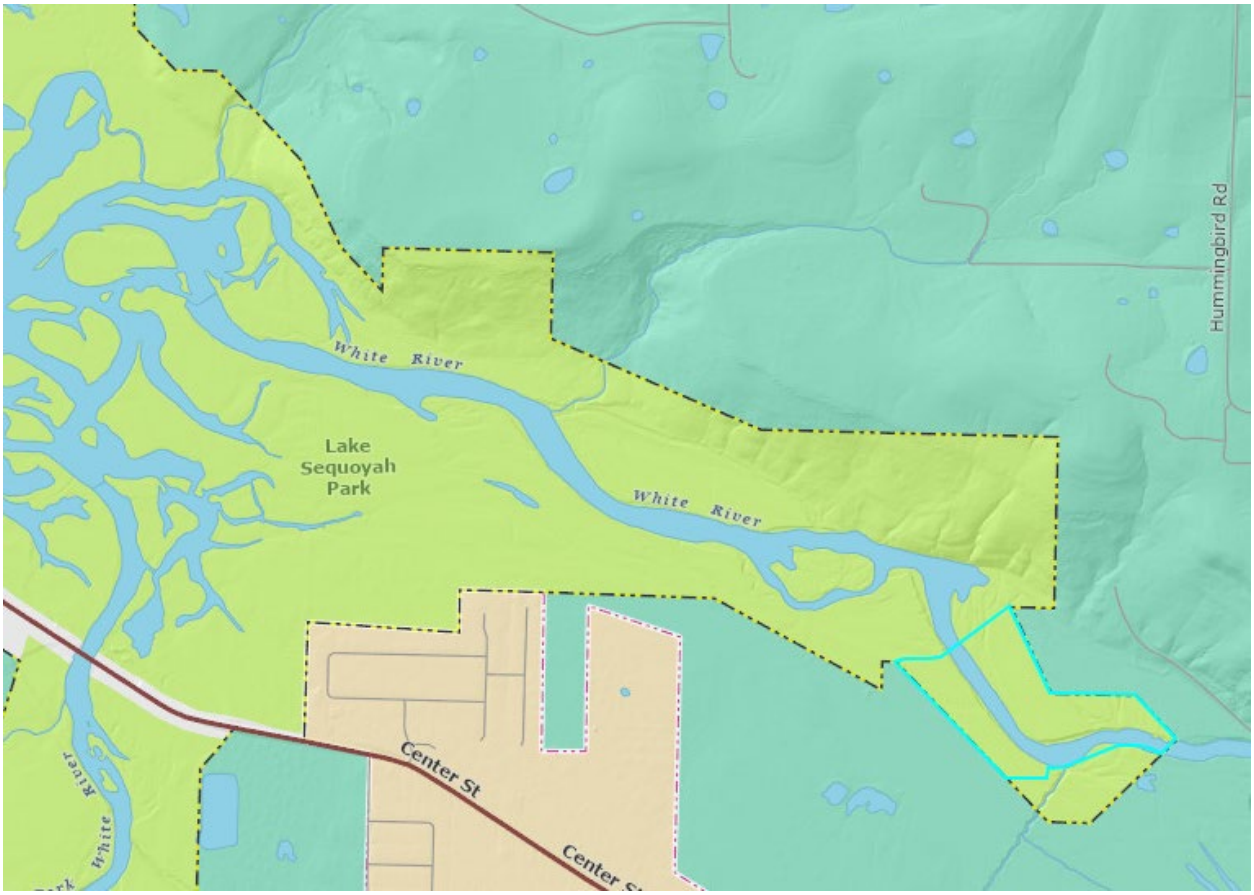
Lake Sequoyah

Park Parcel No: 765-13200-000

Acres: 28.6

Current Zoning: R-A

File No.



Legal Description:

PT OF LAKE SEQUOYAH & PT SE SW 10 AC PT SW SW 18.20 AC & PT SE SW .50 AC

RZN-2024-0007
EXHIBIT 'B'

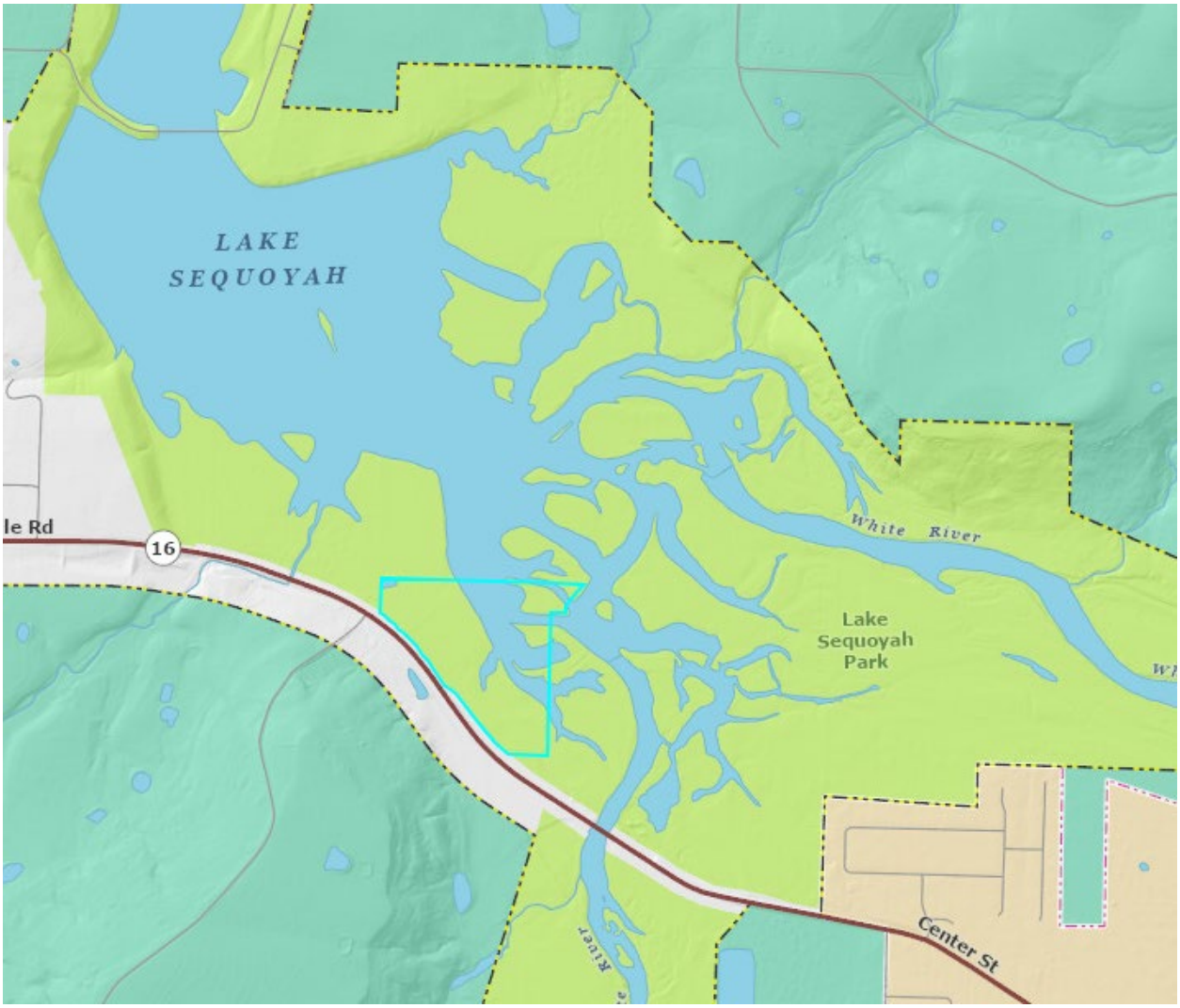
Lake Sequoyah

Park Parcel No: 765-13185-000

Acres: 27.9

Current Zoning: R-A

File No. Book 522 Page 52



Legal Description:

A piece of land in the NE 1/4 NE 1/4 and the SE 1/4 NE 1/4 of Sec. 17, and the NW 1/4 NW 1/4 and the SW 1/4 NW 1/4 of Sec. 16, T 16 N, R 29 W, of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: All that part of the NE 1/4 NE 1/4 of said Sec. 17 which lies east of the centerline of the West Fork of White River; all of the north 666 feet of the E 1/2 SE 1/4 NE 1/4 of Sec. 17; all that part of the NW 1/4 SE 1/4 NE 1/4 of Sec. 17 lying north of a diagonal line between the SE corner o the NE 1/4 NW 1/4 SE 1/4 NE 1/4 and the NW corner of the NW 1/4 SE 1/4 NE 1/4; all that part of the NW 1/4 NW 1/4 of Sec. 16 which lies west of the east bank of White River; and all that part of the north 666 feet of the SW 1/4 NW 1/4 of Sec. 16 which lies west of the east ban of the White River, containing 63.0 acres, more or less.
All that part of the SW 1/4 SW 1/4, SE 1/4 SW 1/4 of Sec. 16; all that part of the SE 1/4 SE 1 of Sec. 17; all that part of the NE 1/4 NE 1/4 of Sec. 20; all that part of the NW 1/4 NW 1/4, NE 1/4 NW 1/4, SE 1/4 NW 1/4, NW 1/4 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NE 1/4, NW 1/4 SE 1/4, NE 1/4 SE 1/4 of Sec. 21, all in T 16 N, R 29 W of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: All that part of the said SW 1/4 SW 1/4 and SE 1/4 SW 1/4 of Sec. 16 which lies west of the east bank of White River except the north 569 feet of the west 187 feet thereof, containing 35.1 acres, mor or less. Also, beginning at the southeast corner of said SE 1/4 SE 1/4 of Sec. 17, thence northerly on and along the east boundary of said SE 1/4 SE 1/4 a distance of 751 feet; thence westerly a distance of 330 feet; thence southerly a distance of 751 feet to a point in the south

(Description continued on reverse side)

RZN-2024-0007
EXHIBIT 'B'

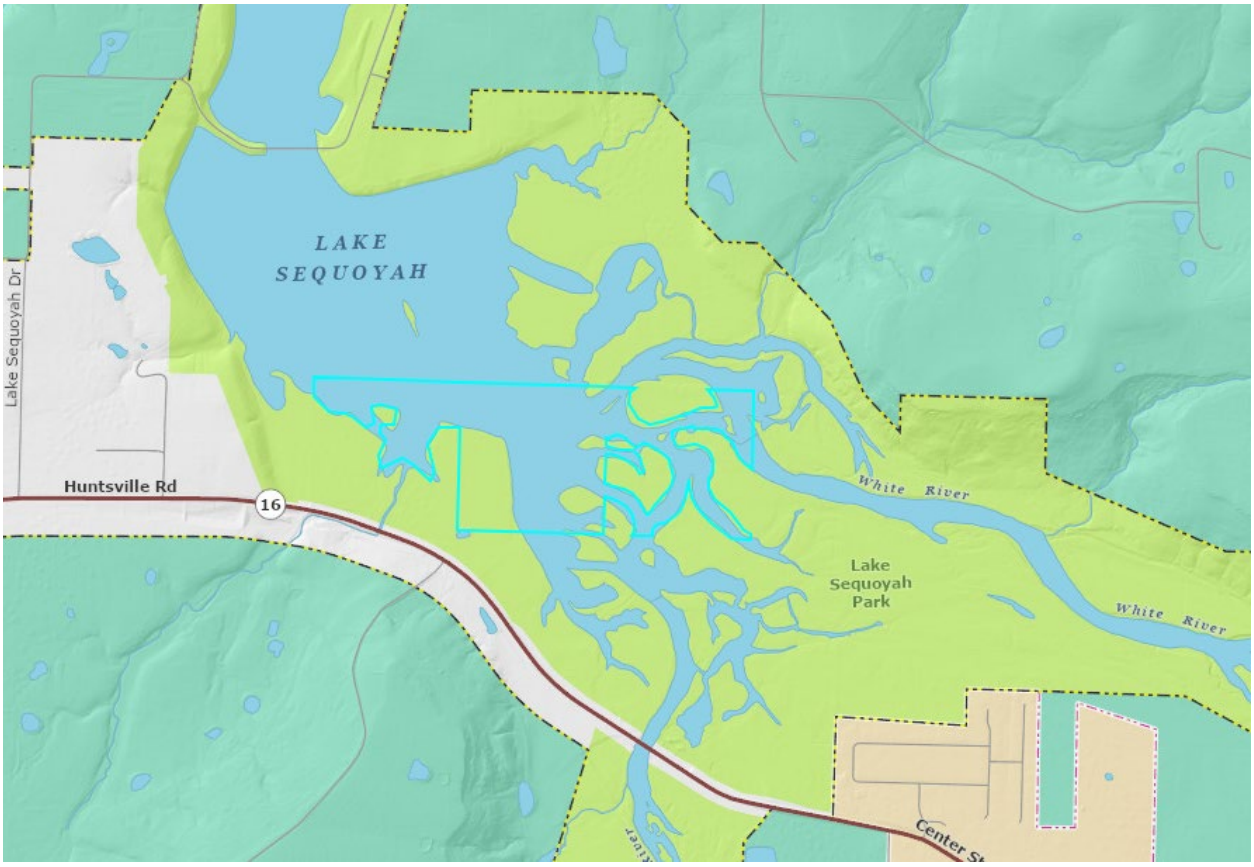
Lake Sequoyah

Park Parcel No: 765-13179-000

Acres: 74.3

Current Zoning: R-A

File No. Book 522 Page 52



Legal Description:

A piece of land in the NE 1/4 NE 1/4 and the SE 1/4 NE 1/4 of Sec. 17, and the NW 1/4 NW 1/4 and the SW 1/4 NW 1/4 of Sec. 16, T 16 N, R 29 W, of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: All that part of the NE 1/4 NE 1/4 of said Sec. 17 which lies east of the centerline of the West Fork of White River; all of the north 666 feet of the E 1/2 SE 1/4 NE 1/4 of Sec. 17; all that part of the NW 1/4 SE 1/4 NE 1/4 of Sec. 17 lying north of a diagonal line between the SE corner o the NE 1/4 NW 1/4 SE 1/4 NE 1/4 and the NW corner of the NW 1/4 SE 1/4 NE 1/4; all that part of the NW 1/4 NW 1/4 of Sec. 16 which lies west of the east bank of White River; and all that part of the north 666 feet of the SW 1/4 NW 1/4 of Sec. 16 which lies west of the east ban of the White River, containing 63.0 acres, more or less.
All that part of the SW 1/4 SW 1/4, SE 1/4 SW 1/4 of Sec. 16; all that part of the SE 1/4 SE 1 of Sec. 17; all that part of the NE 1/4 NE 1/4 of Sec. 20; all that part of the NW 1/4 NW 1/4, NE 1/4 NW 1/4, SE 1/4 NW 1/4, NW 1/4 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NE 1/4, NW 1/4 SE 1/4, NE 1/4 SE 1/4 of Sec. 21, all in T 16 N, R 29 W of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: All that part of the said SW 1/4 SW 1/4 and SE 1/4 SW 1/4 of Sec. 16 which lies west of the east bank of White River except the north 569 feet of the west 187 feet thereof, containing 35.1 acres, mor or less. Also, beginning at the southeast corner of said SE 1/4 SE 1/4 of Sec. 17, thence northerly on and along the east boundary of said SE 1/4 SE 1/4 a distance of 751 feet; thence westerly a distance of 330 feet; thence southerly a distance of 751 feet to a point in the south

(Description continued on reverse side)

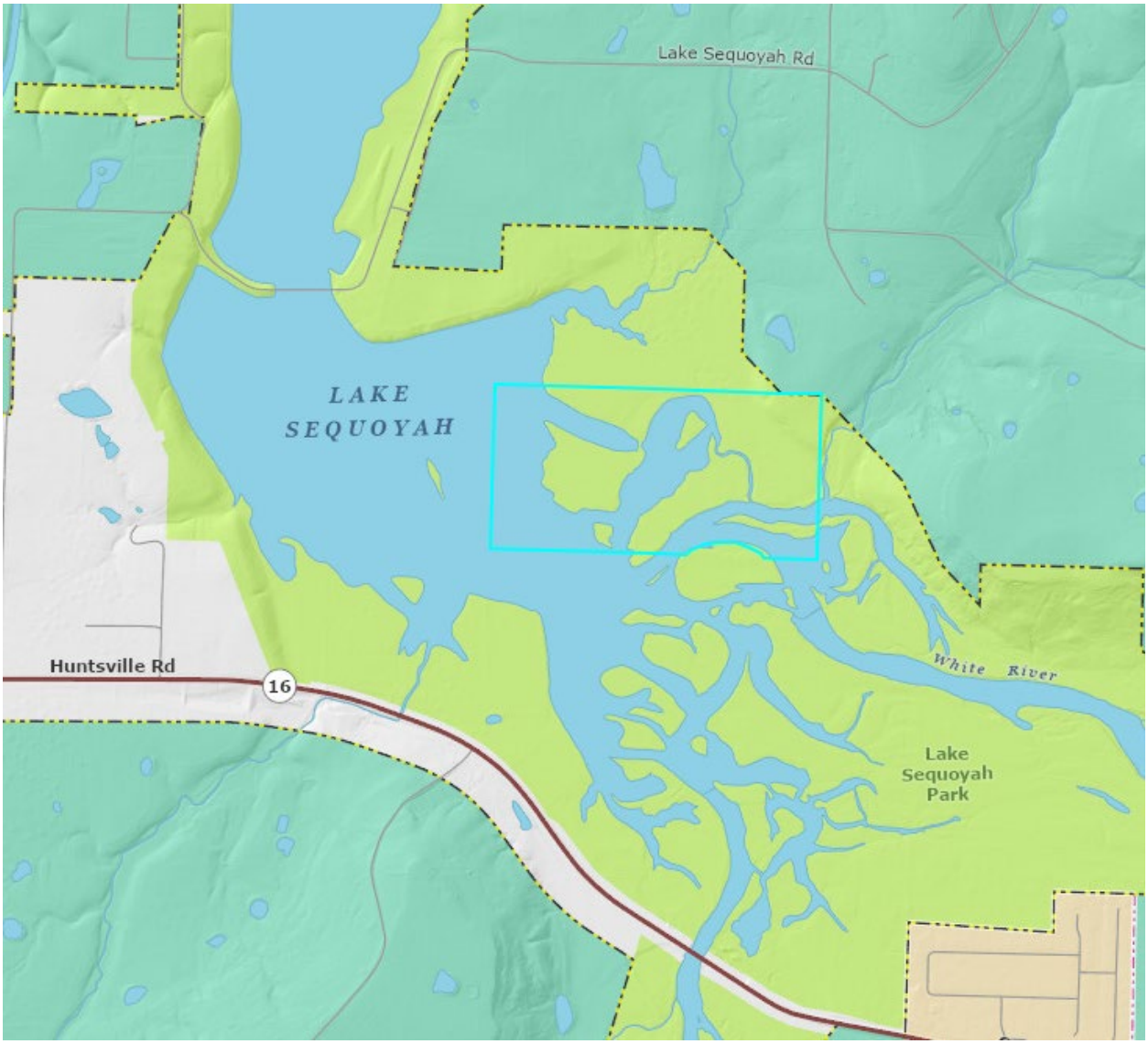
Lake Sequoyah

Park Parcel No: 765-13177-000

Acres: 79.5

Current Zoning: R-A

File No. Book



Legal Description:

RZN-2024-0007
EXHIBIT 'B'

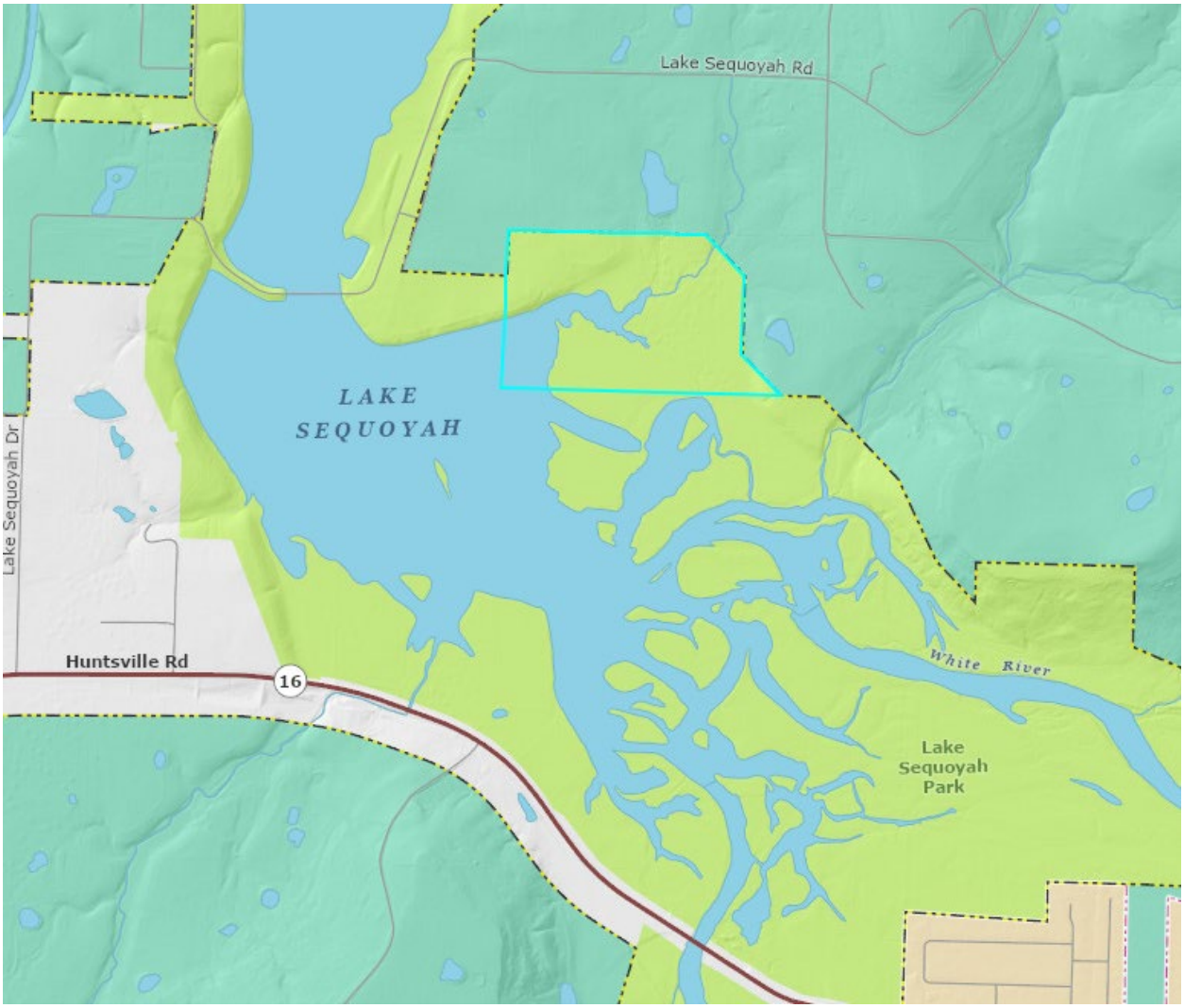
Lake Sequoyah

Park Parcel No: 765-13063-000

Acres: 59.2

Current Zoning: R-A

File No. Book



Legal Description:

LAKE SEQUOYAH P SE SE 20A PT SW SE 40A P SE SW 10A

RZN-2024-0007
EXHIBIT 'B'

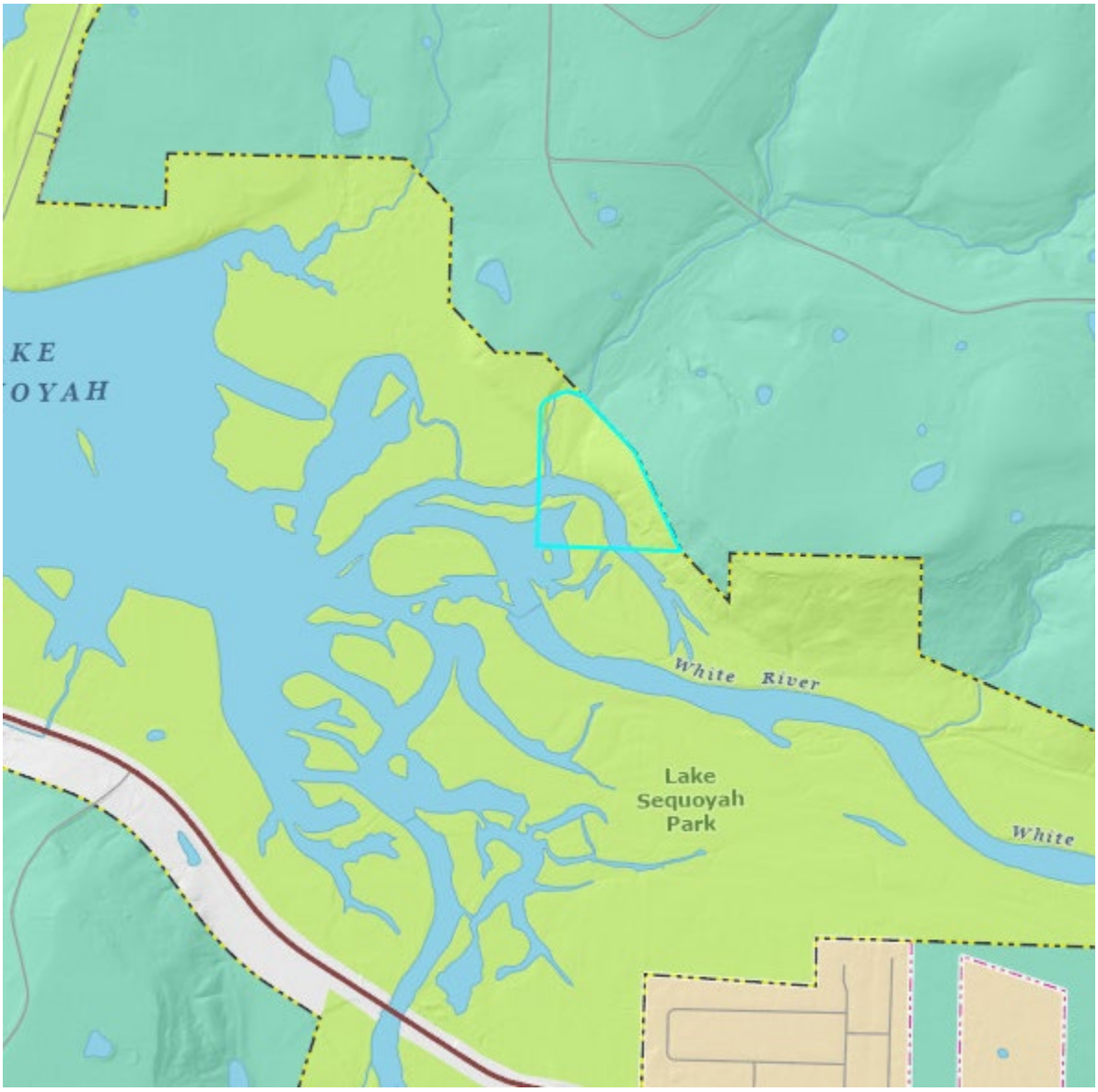
Lake Sequoyah

Park Parcel No: 765-13194-000

Acres: 16.7

Current Zoning: R-A

File No.



Legal Description:

RZN-2024-0007
EXHIBIT 'B'

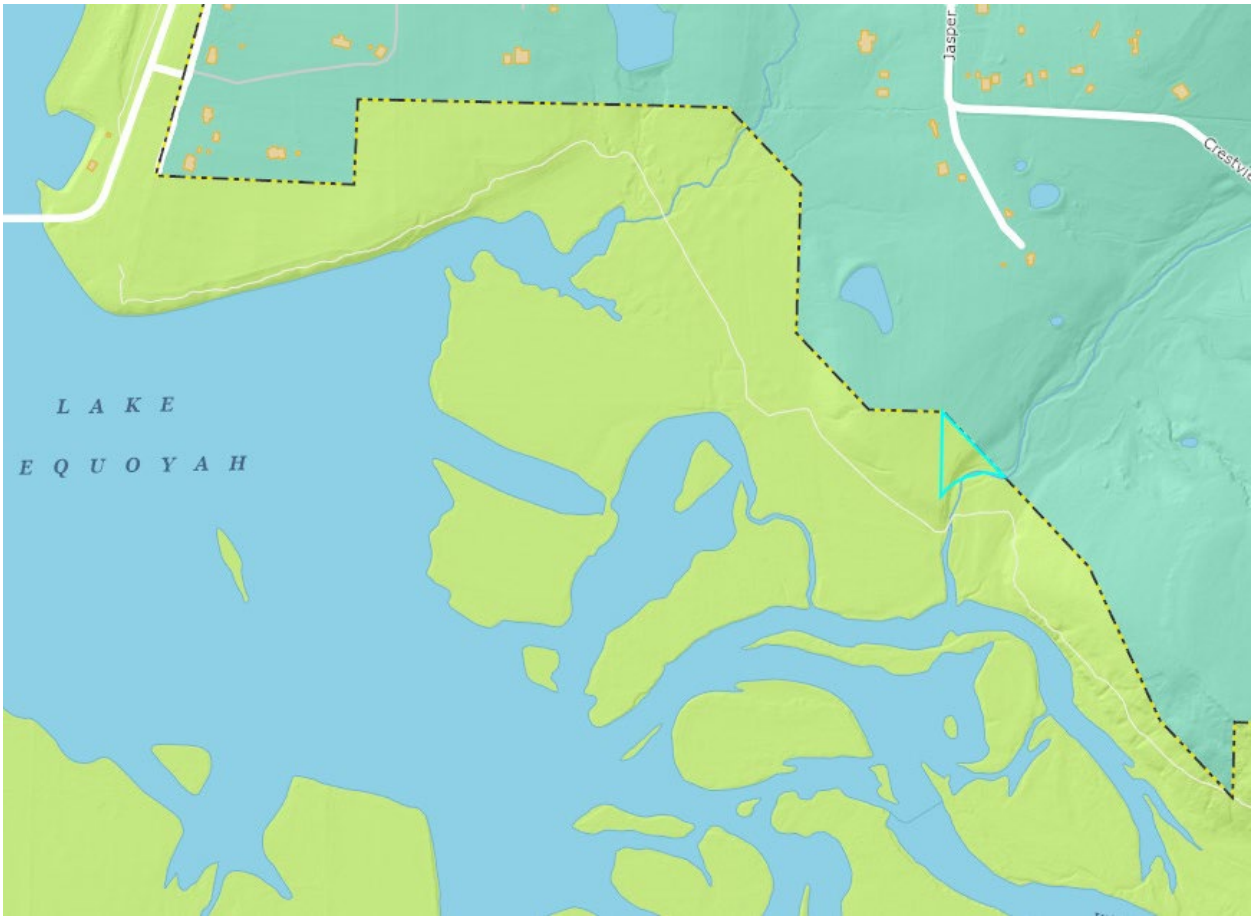
Lake Sequoyah

Park Parcel No: 765-13193-000

Acres: 1.0

Current Zoning: R-A

File No.



RZN-2024-0007
EXHIBIT 'B'

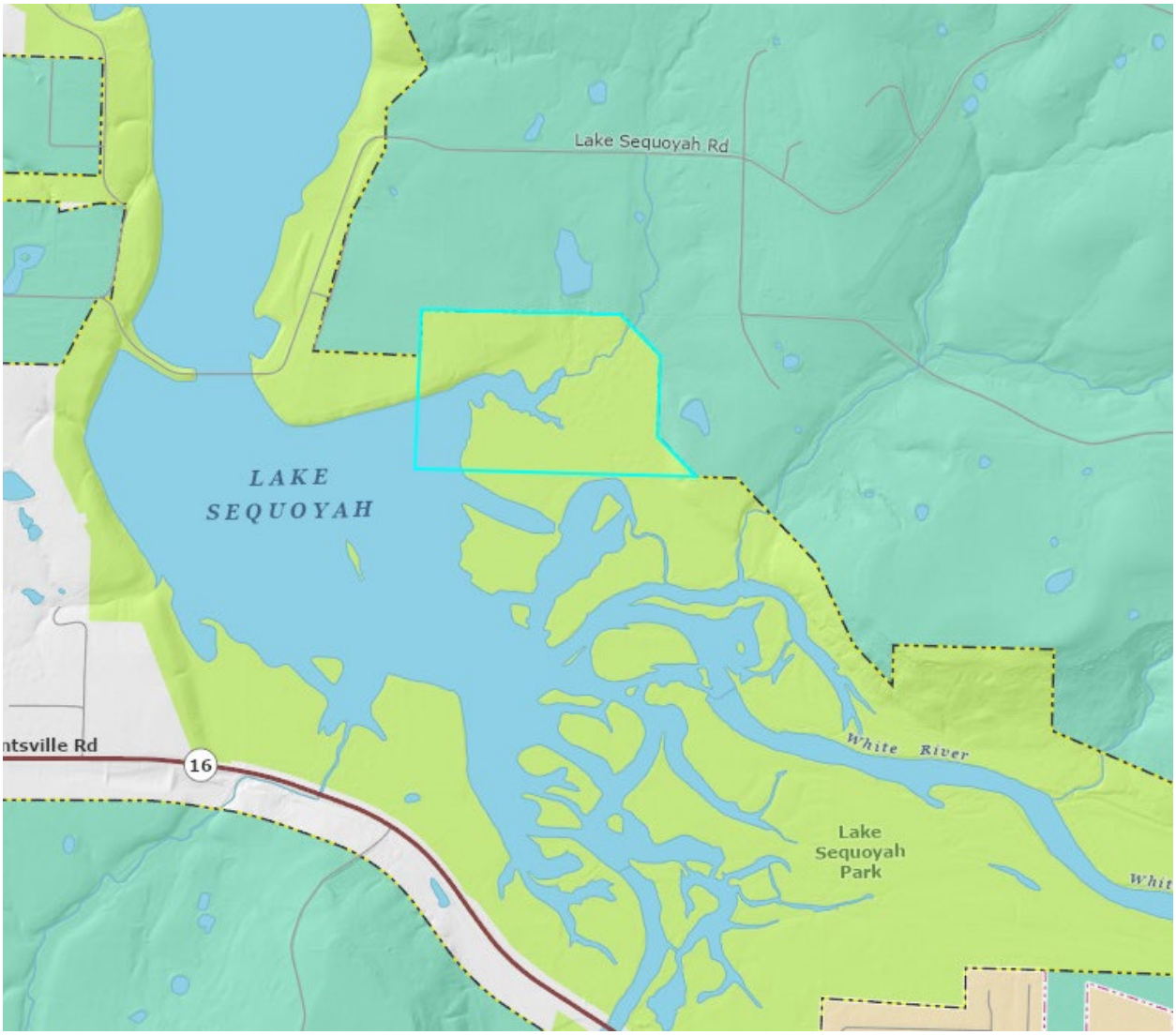
Lake Sequoyah

Park Parcel No: 765-13063-000

Acres: 59.2

Current Zoning: R-A

File No.



Legal Description:

LAKE SEQUOYAH P SE SE 20A PT SW SE 40A P SE SW 10A

RZN-2024-0007
EXHIBIT 'B'

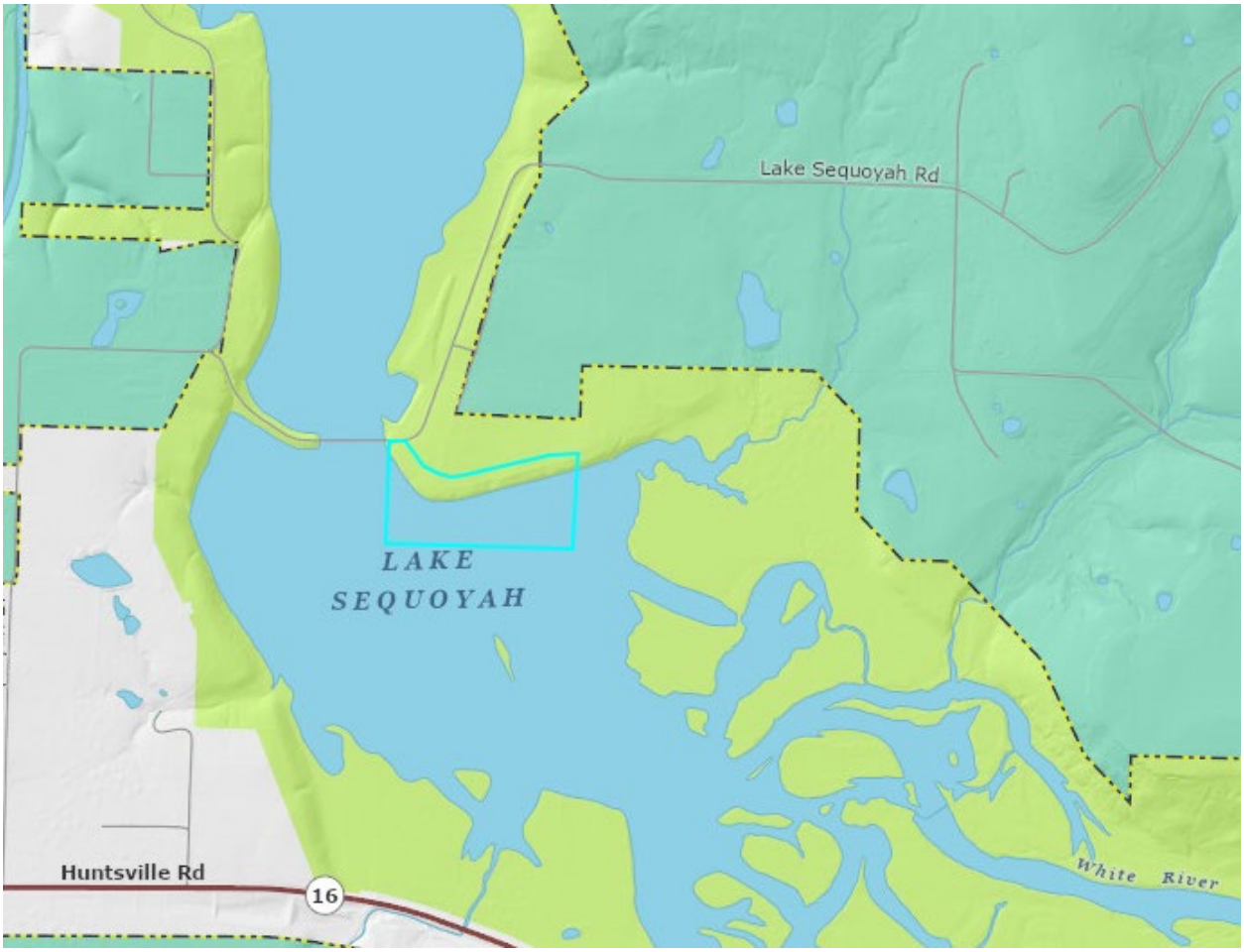
Lake Sequoyah

Park Parcel No: 765-13064-000

Acres: 18.1

Current Zoning: R-A

File No.



Legal Description:

RZN-2024-0007
EXHIBIT 'B'

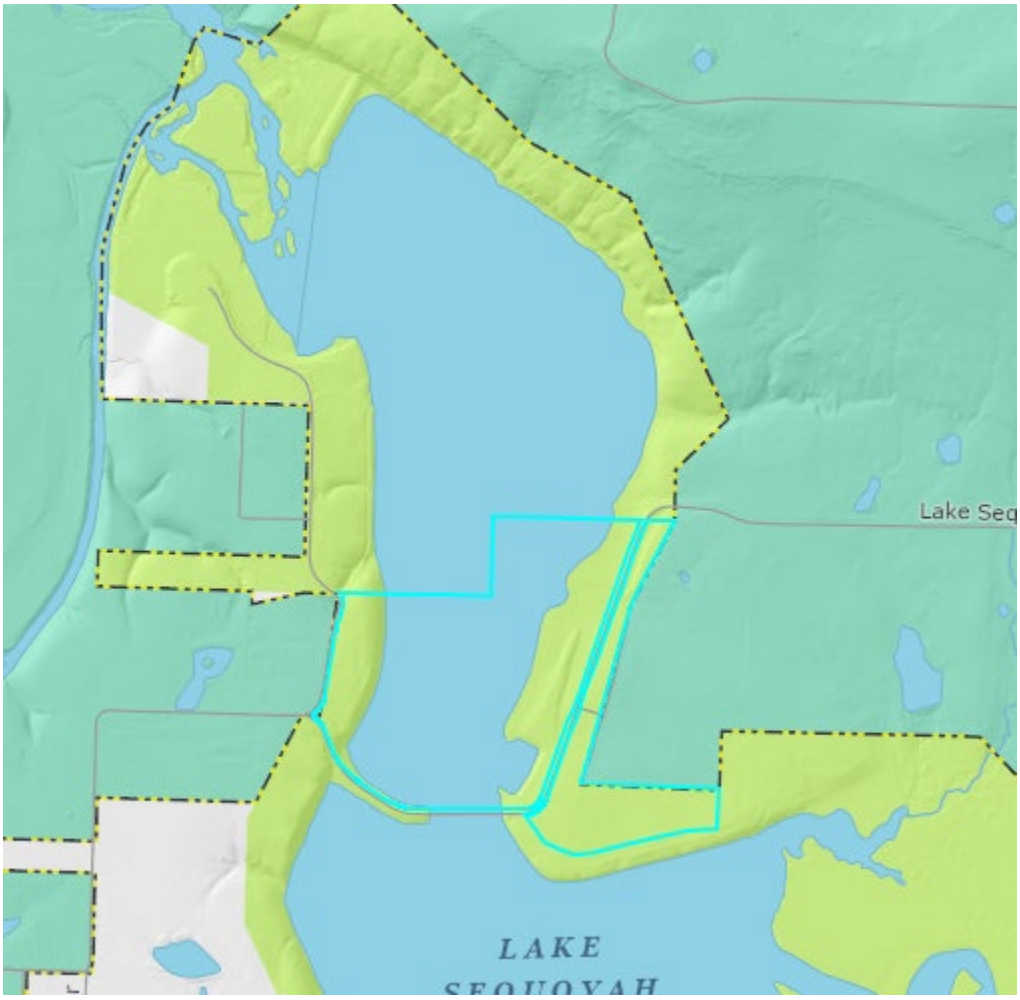
Lake Sequoyah

Park Parcel No: 765-13061-000

Acres: 73.7

Current Zoning: R-A

File No.



Legal Description:

LAKE SEQUOYAH PT NW SW 23A & PT NE SW 20A PT SE SW 9A & PT SW SW 15 A

RZN-2024-0007
EXHIBIT 'B'

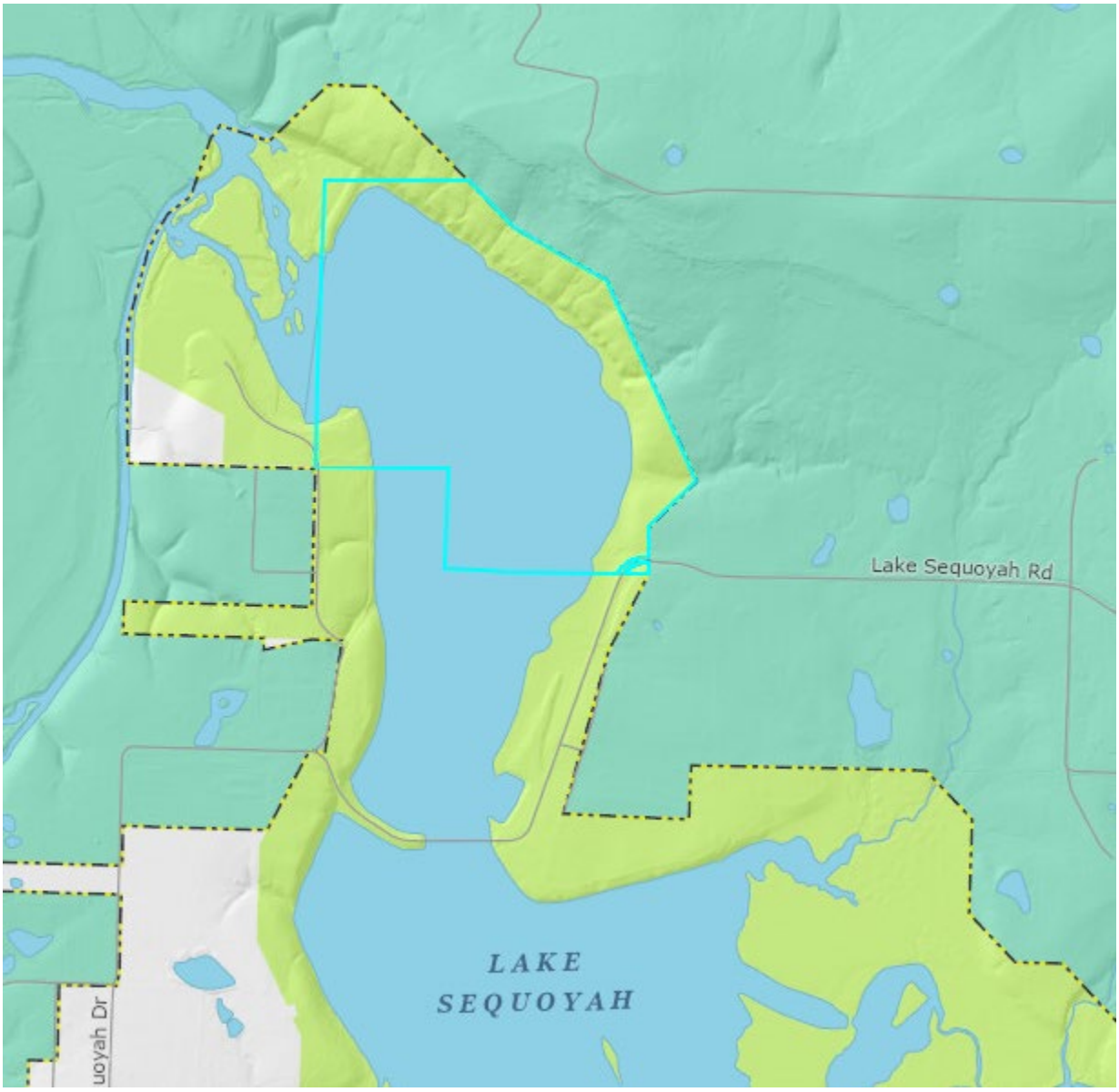
Lake Sequoyah

Park Parcel No: 765-13059-000

Acres: 73.7

Current Zoning: R-A

File No.



Legal Description:

RZN-2024-0007
EXHIBIT 'B'

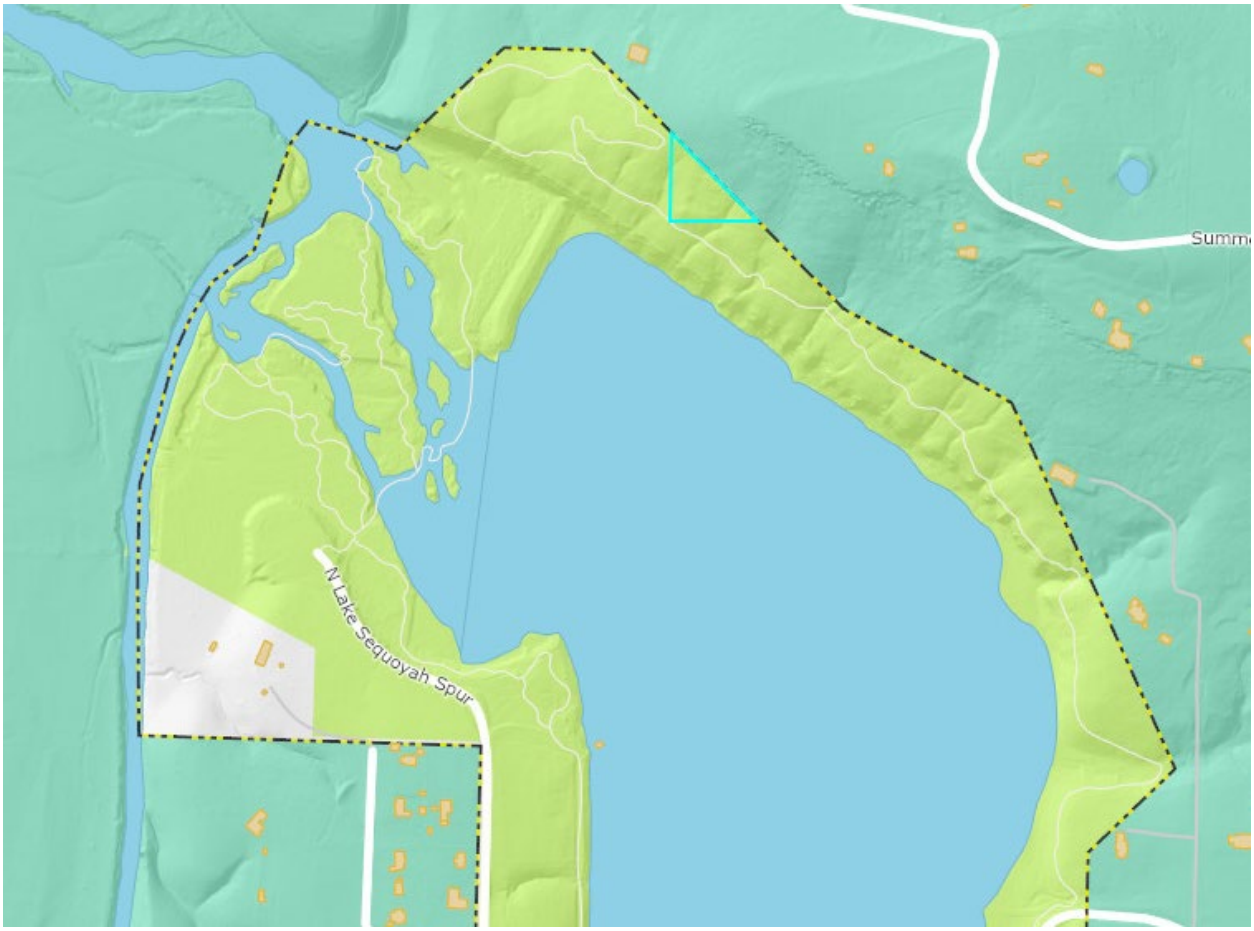
Lake Sequoyah

Park Parcel No: 765-13058-000

Acres: 1.3

Current Zoning: R-A

File No.



Legal Description:

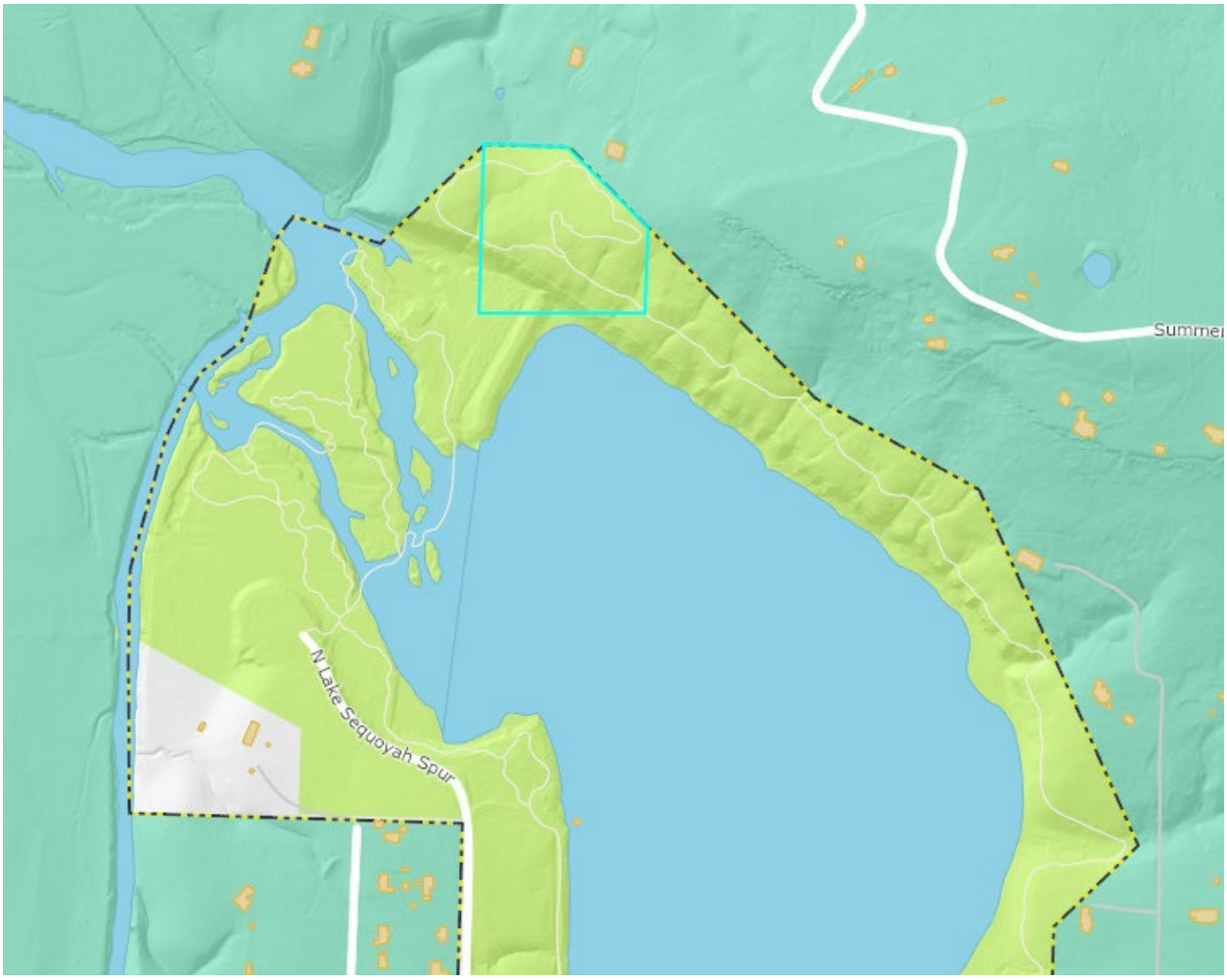
Lake Sequoyah

Park Parcel No: 765-13057-000

Acres: 8.6

Current Zoning: R-A

File No. Book 526 Page 485



Legal Description:

All that part of the SW¼ SW¼ SW¼ of Sec. 9, T 16 N, R 29 W of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: Beginning at the southwest corner of said SW¼ SW¼ SW¼, thence in a northerly direction along the west boundary of said SW¼ SW¼ SW¼ to the northwest corner thereof; thence in an easterly direction along the north boundary of said SW¼ SW¼ SW¼ a distance of 330 feet; thence in a southeasterly direction to a point in the east boundary of said SW¼ SW¼ SW¼ 330 feet north of the southeast corner thereof; thence in a southerly direction aong said east boundary to said southeast corner; thence in a westerly direction along the south boundary of said SW¼ SW¼ SW¼ to the point of beginning, containing 8.8 acres, more or less.

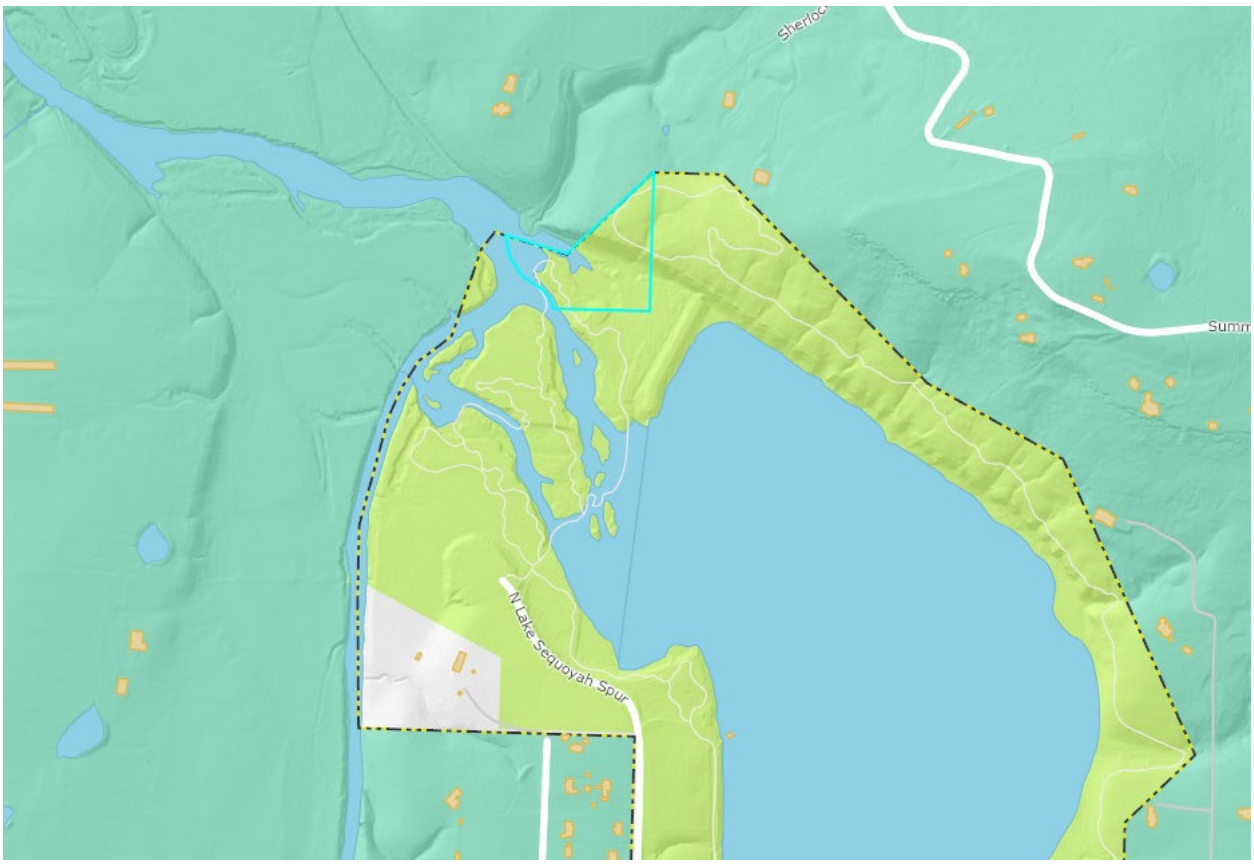
Lake Sequoyah

Park Parcel No: 765-13055-000

Acres: 5.5

Current Zoning: R-A

File No. Book 522 Page 266



Legal Description:

All that part of the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section Eight (8), Township Sixteen (16) North, Range Twenty nine (29) West, in Washington County, Arkansas, lying East of the middle of the channel of the West Fork of White River, and South of the Middle of the channel of White River, containing three (3) acres, more or less.

RZN-2024-0007
EXHIBIT 'B'

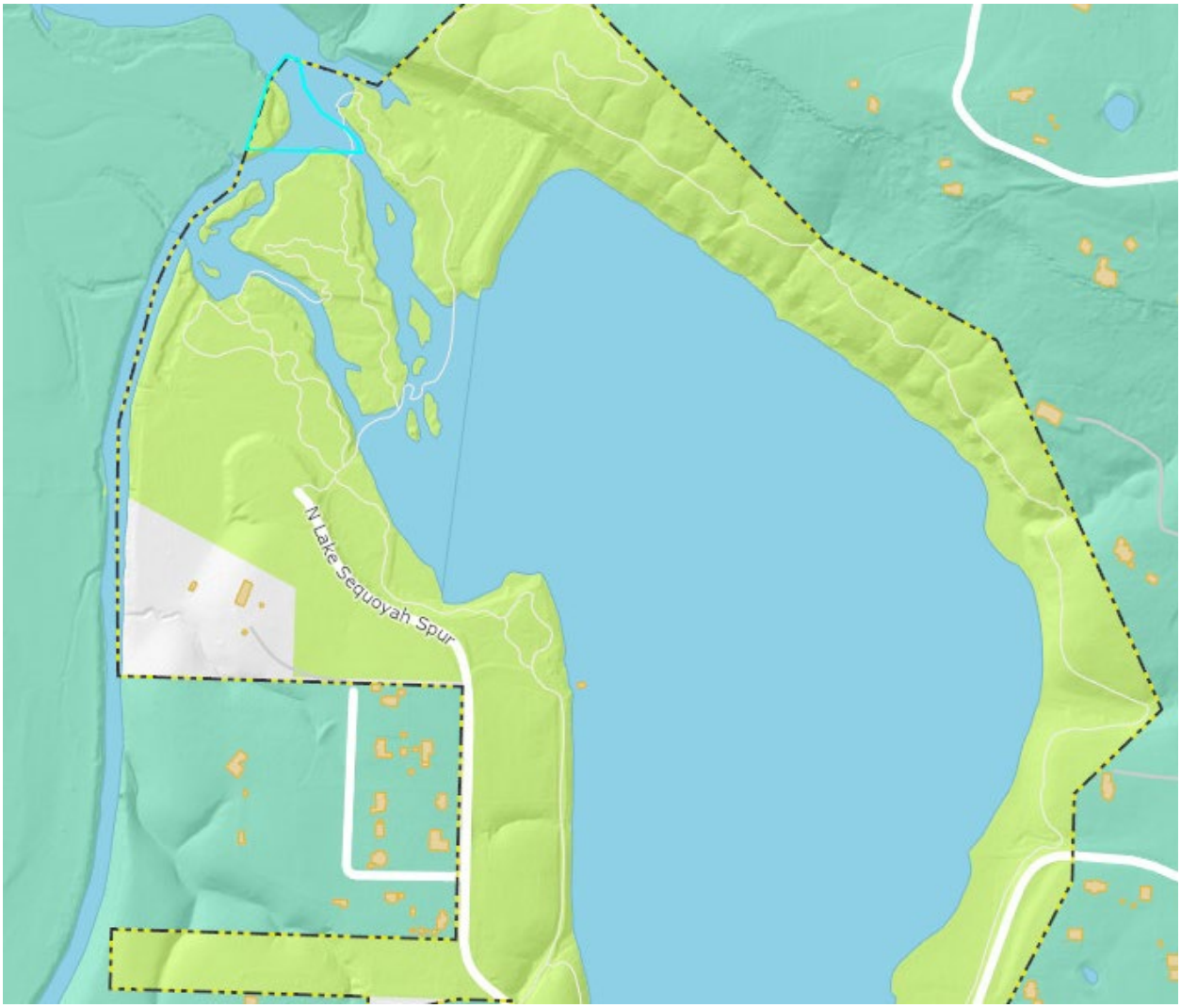
Lake Sequoyah

Park Parcel No: 765-13056-000

Acres: 1.9

Current Zoning: R-A

File No.



Legal Description:

RZN-2024-0007
EXHIBIT 'B'

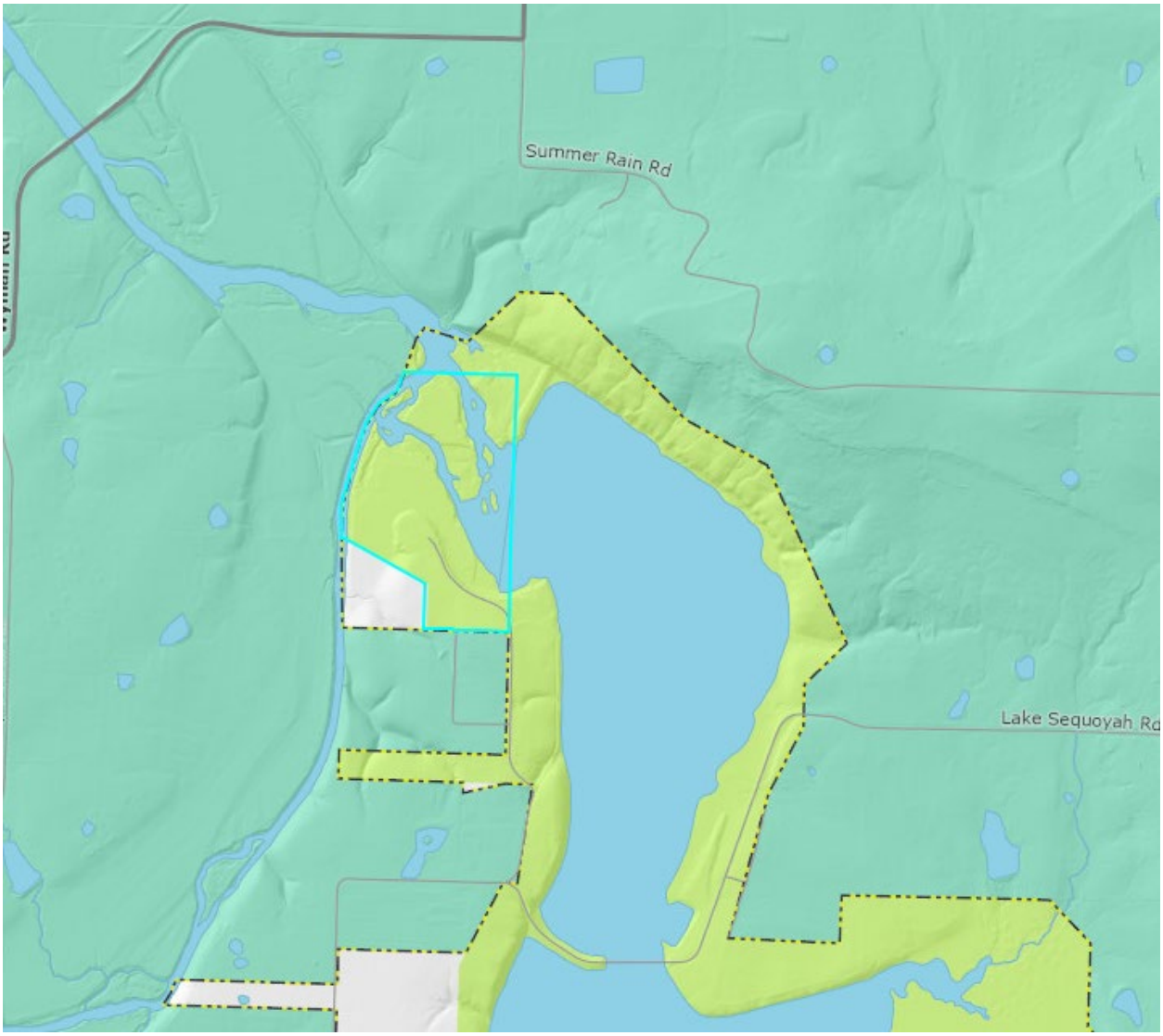
Lake Sequoyah

Park Parcel No: 765-13066-020

Acres: 49.3

Current Zoning: R-A

File No.



Legal Description:

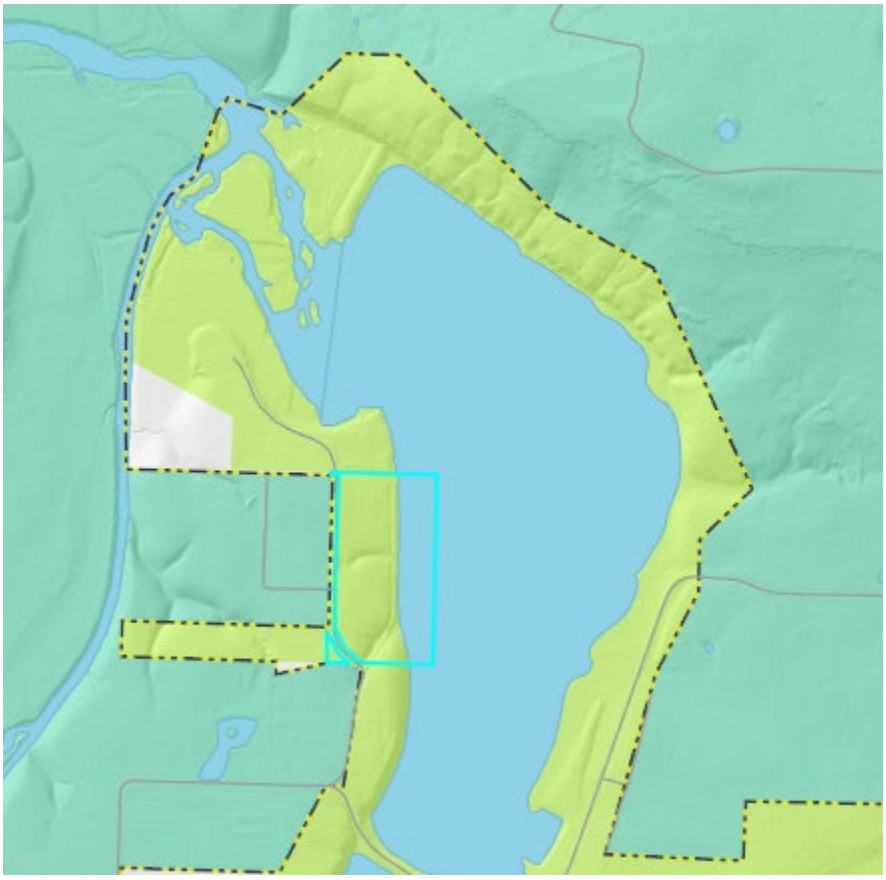
Lake Sequoyah

Park Parcel No: 765-13062-000

Acres: 18.5

Current Zoning: R-A

File No. Book 520 Page 07



Legal Description:

A part of the Northwest quarter ($NW\frac{1}{4}$) of the Southwest quarter ($SW\frac{1}{4}$), a part of the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section 16, and a part of the Northeast quarter ($NE\frac{1}{4}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 17, all in Township 16 North of Range 29 West more particularly described as follows, to-wit: Beginning at a point 775.5 feet North of the Southwest corner of the first mentioned 40 acre tract, and running, thence East to the main fork of White River, thence in a Northerly direction down the river to a point 654 feet North of the South line of the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of said Section 16, thence West to a point on the West boundary line of the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of said Section 16 which is 654 feet North of the Southwest corner of said 40 acre tract, thence South 940.5 feet to a point 258 feet North of the beginning point, thence West 1320 feet to the West line of the Northeast quarter ($NE\frac{1}{4}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 17, thence South 225 feet thence East 990 feet, thence South 82.5 feet, thence East bearing North 330 feet, more or less, to the point of beginning, containing 21.57 acres, more or less.

DOCUMENTARY

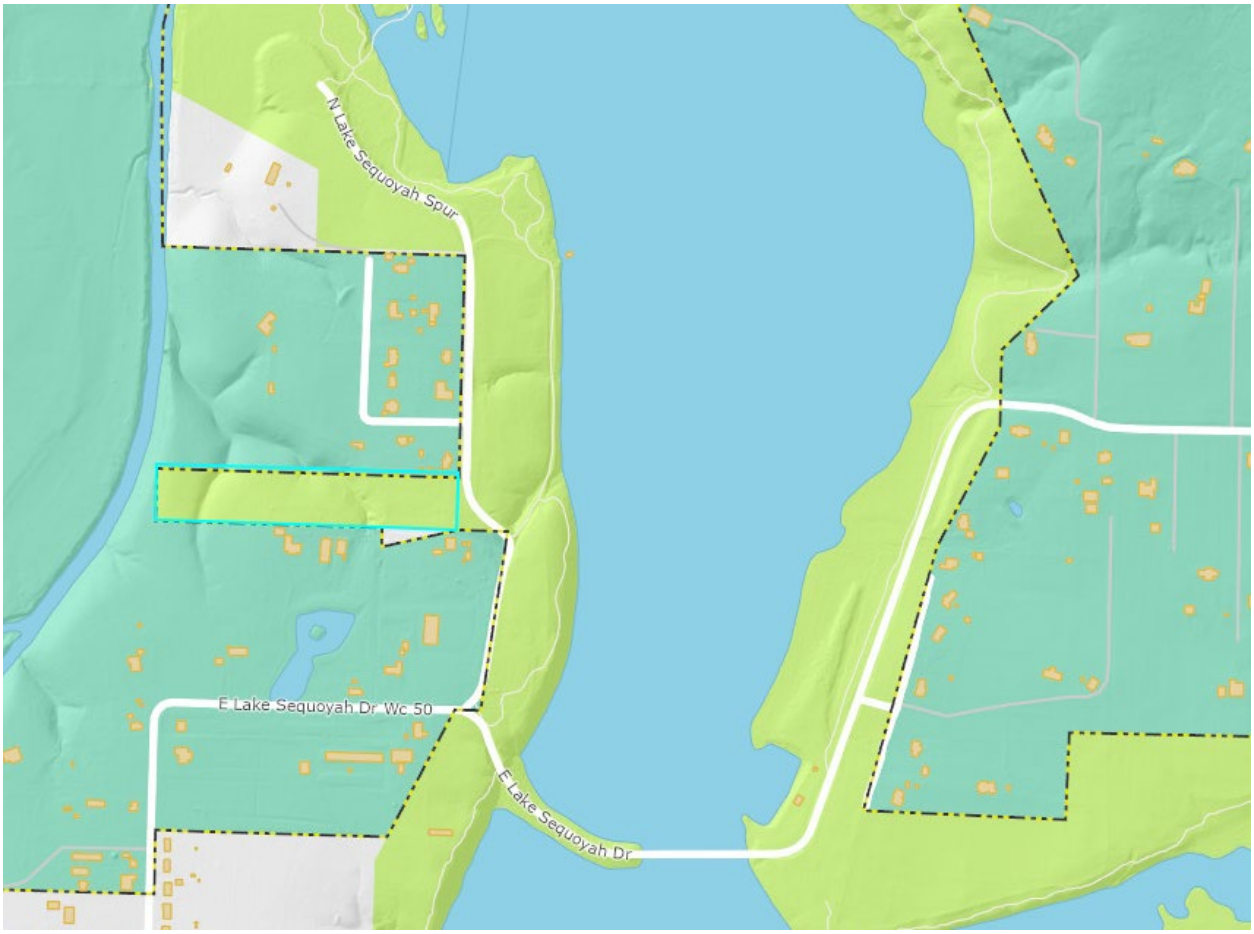
Lake Sequoyah

Park Parcel No: 765-13066-010

Acres: 7.4

Current Zoning: R-A

File No. Book 520 Page 07



Legal Description:

A part of the Northwest quarter ($NW\frac{1}{4}$) of the Southwest quarter ($SW\frac{1}{4}$), a part of the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section 16, and a part of the Northeast quarter ($NE\frac{1}{4}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 17, all in Township 16 North of Range 29 West more particularly described as follows, to-wit: Beginning at a point 775.5feet North of the Southwest corner of the first mentioned 40 acre tract, and running, thence East to the main fork of White River, thence in a Northerly direction down the river to a point 654 feet North of the South line of the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of said Section 16, thence West to a point on the West boundary line of the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of said Section 16 which is 654 feet North of the Southwest corner of said 40 acre tract, thence South 940.5 feet to a point 258 feet North of the beginning point, thence West 1320 feet to the West line of the Northeast quarter ($NE\frac{1}{4}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 17, thence South 225 feet thence East 990 feet, thence South 82.5 feet, thence East bearing North 330 feet, more or less, to the point of beginning, containing 21.57 acres, more or less.

DOCUMENTARY

RZN-2024-0007
EXHIBIT 'B'

Lake Sequoyah

Park Parcel No: 765-13060-000

Acres: 7.0

Current Zoning: R-A

File No.

Legal Description:

RZN-2024-0007
EXHIBIT 'B'

Lake Sequoyah

Park Parcel No: 765-13065-000

Acres: 3.0

Current Zoning: R-A

File No.

Legal Description:

RZN-2024-0007
EXHIBIT 'B'

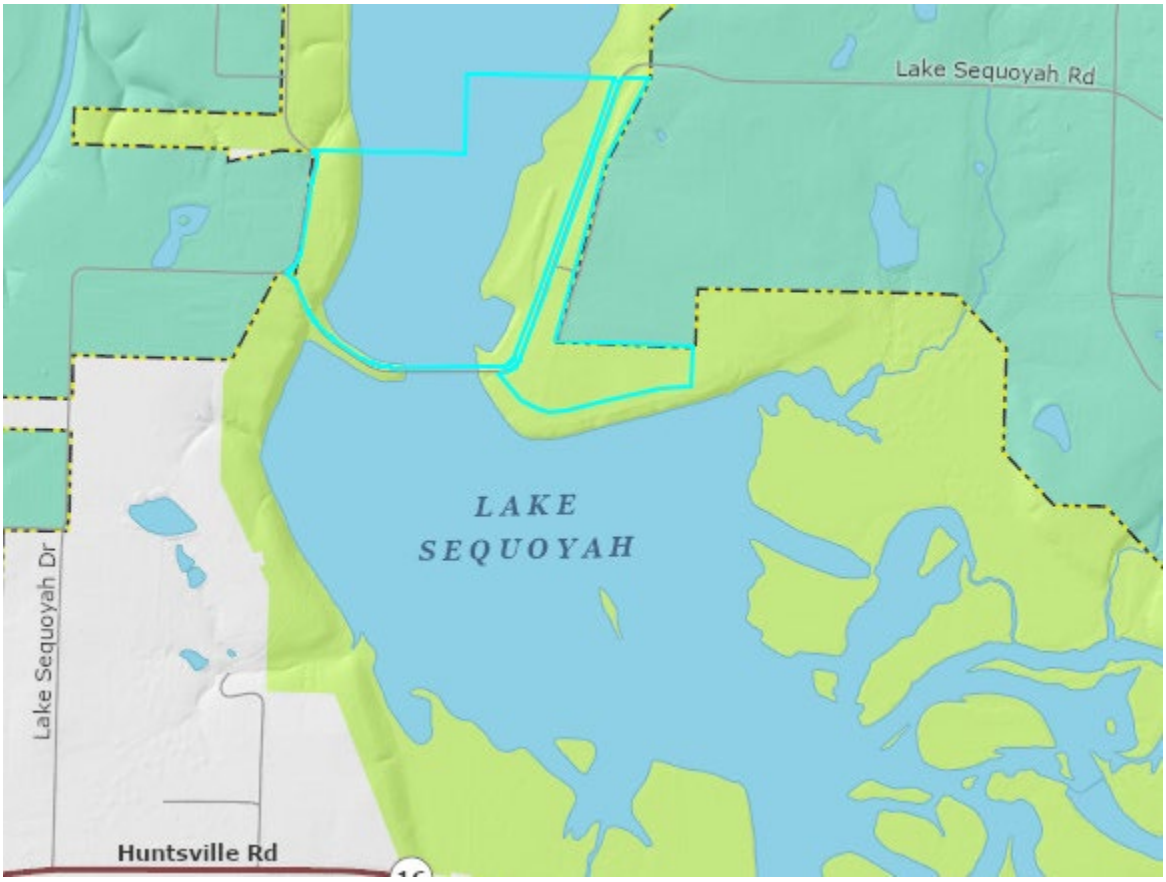
Lake Sequoyah

Park Parcel No: 765-13061-000

Acres: 73.7

Current Zoning: R-A

File No.



Legal Description:

LAKE SEQUOYAH PT NW SW 23A & PT NE SW 20A PT SE SW 9A & PT SW SW 15 A

Lake Sequoyah

Park Parcel No: 765-13066-000

Acres: 25.1

Current Zoning: R-A

File No. Book 522 Page 22

Legal Description:

A piece of land in the NE 1/4 NE 1/4 and the SE 1/4 NE 1/4 of Sec. 17, and the NW 1/4 NW 1/4 and the SW 1/4 NW 1/4 of Sec. 16, T 16 N, R 29 W, of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: All that part of the NE 1/4 NE 1/4 of said Sec. 17 which lies east of the centerline of the West Fork of White River; all of the north 666 feet of the E 1/2 SE 1/4 NE 1/4 of Sec. 17; all that part of the NW 1/4 SE 1/4 NE 1/4 of Sec. 17 lying north of a diagonal line between the SE corner o the NE 1/4 NW 1/4 SE 1/4 NE 1/4 and the NW corner of the NW 1/4 SE 1/4 NE 1/4; all that part of the NW 1/4 NW 1/4 of Sec. 16 which lies west of the east bank of White River; and all that part of the north 666 feet of the SW 1/4 NW 1/4 of Sec. 16 which lies west of the east ban of the White River, containing 63.0 acres, more or less.

All that part of the SW 1/4 SW 1/4, SE 1/4 SW 1/4 of Sec. 16; all that part of the SE 1/4 SE 1 of Sec. 17; all that part of the NE 1/4 NE 1/4 of Sec. 20; all that part of the NW 1/4 NW 1/4, NE 1/4 NW 1/4, SE 1/4 NW 1/4, NW 1/4 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NE 1/4, NW 1/4 SE 1/4, NE 1/4 SE 1/4 of Sec. 21, all in T 16 N, R 29 W of the 5th Principal Meridian in Washington County, Arkansas, more particularly described as follows, to-wit: All that part of the said SW 1/4 SW 1/4 and SE 1/4 SW 1/4 of Sec. 16 which lies west of the east bank of White River except the north 569 feet of the west 187 feet thereof, containing 35.1 acres, mor or less. Also, beginning at the southeast corner of said SE 1/4 SE 1/4 of Sec. 17, thence northerly on and along the east boundary of said SE 1/4 SE 1/4 a distance of 751 feet; thence westerly a distance of 330 feet; thence southerly a distance of 751 feet to a point in the south

(Description continued on reverse side)

RZN-2024-0007
EXHIBIT 'B'

Lake Sequoyah

Park Parcel No: 765-13067-000

Acres: 7.7

Current Zoning: R-A

File No.

Legal Description:

RZN-2024-0007
EXHIBIT 'B'

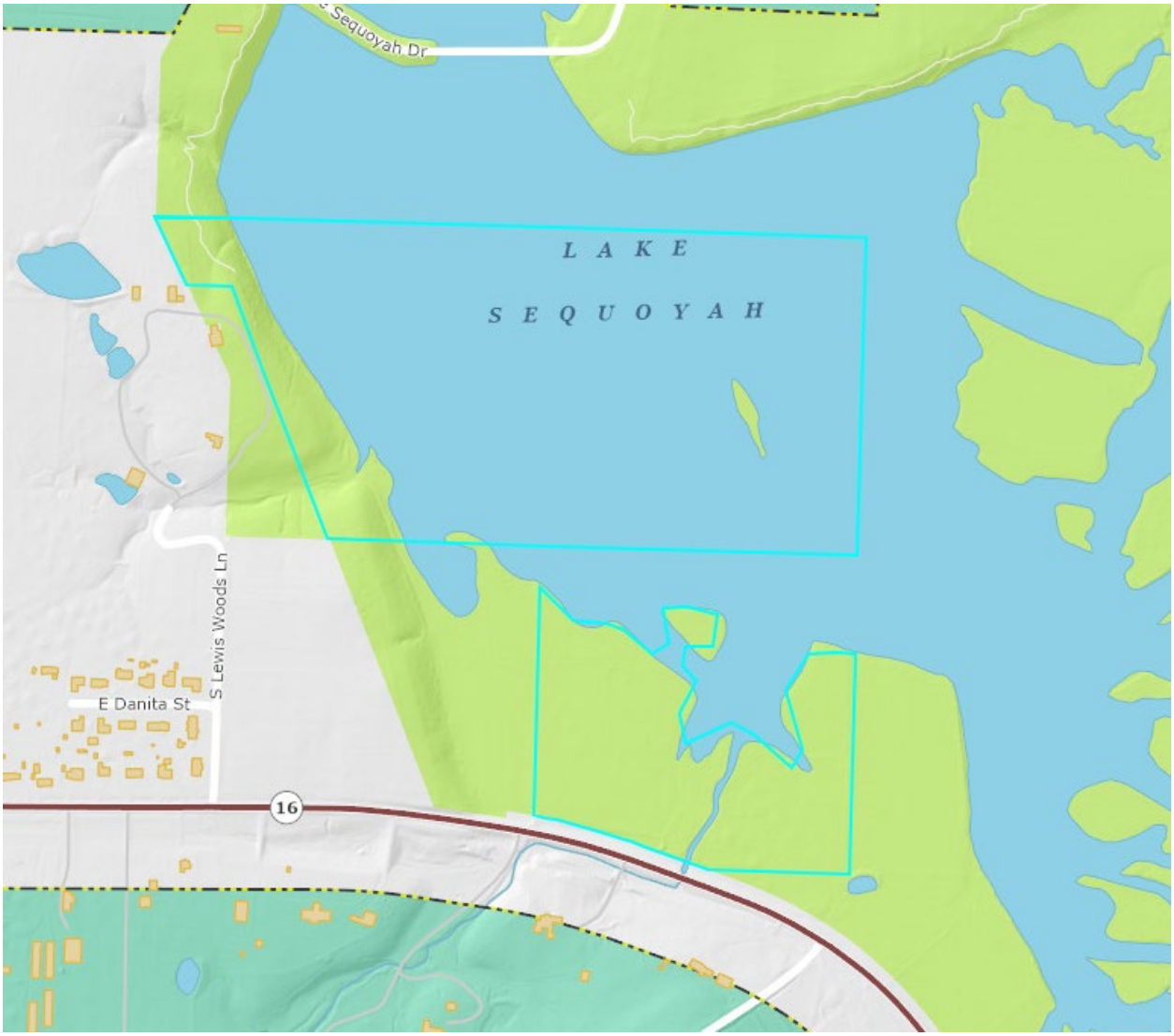
Lake Sequoyah

Park Parcel No: 765-13180-000

Acres: 101

Current Zoning: R-A

File No.



Legal Description:

PT OF LAKE SEQUOYAH PT NE NW & PT NW NW & PT SE NW 21-16-29 & PT NE NE 20-16-29 102.02 AC

Lake Sequoyah

Park Parcel No: 765-13183-000

Acres: 16.8

Current Zoning: R-A

File No. 2021-00000821

Legal Description:

A part of the Southwest Quarter of the Northwest Quarter of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point on the South right of way of State Highway #16 which is N02°44'23"E 68.06 feet from the Southeast corner of said forty acre tract and running thence along said right of way along a curve to the left having a radius of 4567.42 feet for a chord bearing and distance of N78°26'00"W 167.77 feet; thence continuing along said right of way along a curve to the left having a radius of 6907.16 for a chord bearing and distance of N80°24'17"W 215.66 feet; thence leaving said right of way N20°15'46"W 1298.95 feet to the North line of said forty acre tract; thence along said North line S87°15'58"E 887.50 feet to the Northeast corner of said forty acre tract; thence along the East line thereof S02°44'23"W 1247.25 feet to the point of beginning, containing 17.60 acres, more or less. Subject to all easements and rights of way of record.

Pursuant to Property Line Adjustment as recorded on January 12, 2015 and filed as Document No. 2015-00000966.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: March 11, 2024 Updated with results from 6/26/2023 PC Meeting

SUBJECT: **RZN-2024-0007: Rezoning (VARIOUS PARK PROPERTIES/ FAYETTEVILE PARKS, NATURAL RESOURCES, AND CULTURAL AFFAIRS, PP VARIES):** Submitted by CITY OF FAYETTEVILLE STAFF for VARIOUS PARK PROPERTIES LOCATED WITHIN THE CITY LIMITS OF FAYETTEVILLE. The properties are in VARIOUS ZONING DISTRICTS and total approximately 2,461.60 acres. The request is to rezone the properties to P-1, INSTITUTIONAL.

RECOMMENDATION:
Staff recommends **RZN-2024-0007** be forwarded to the City Council with a recommendation for approval.

BACKGROUND:
The subject properties are owned by the City of Fayetteville and managed by the City of Fayetteville Department of Parks, Natural Resources, and Cultural Affairs. A wide-ranging collection of properties encompassing over 2400 acres of City-owned land, the properties vary in size, scale, and level of development. They range from small, undeveloped neighborhood parks and greenspaces that have been acquired through parkland dedication, to parks that are developed with larger, regional Fayetteville attractions, such as Centennial Park, Lake Fayetteville and Lake Sequoyah. Following two recent 2019 Bond Project redevelopment projects (the Yvonne Richardson Community Center expansion, and the redevelopment of the Lake Fayetteville softball fields), it came to staff's attention that many Parks properties were out of compliance with current zoning standards. While non-conforming properties can continue to exist and be maintained, code prohibits the expansion or reconstruction of those facilities if they are not in compliance with current zoning standards. The City also recently adopted the Parks Master Plan in February 2023 (Imagine Tomorrow's Parks), which established guiding principles and goals for the next ten years. The full list of properties under consideration can be found in *Table 1.*

Request: City of Fayetteville Department of Parks, Natural Resources, and Cultural Affairs requests to rezone the subject properties from their current zoning designations (various) to P-1, Institutional. This rezoning request is intended to align Parks-owned properties with the correct zoning designation.

Public Comment: Staff have received many inquiries from the public about the proposal, but no direct comments in opposition or support of the request. Rather, most members of the public that staff spoke to were satisfied upon learning that the effort was to make sure that Parks properties were zoned correctly. Members of the public did ask questions regarding any planned development on the heels of this rezoning, and were directed to the Parks department directly for feedback on future development and master planning processes.

TABLE 1
PARK PROPERTIES TO BE REZONED

	Park	Location	Current Zoning	Acreage
1	Bayyari Park	N. of S. Hoddle Place	RSF-7, Residential Single-Family, 7 Units per Acre	0.41
2	Centennial Park	N. of W. Old Farmington Road, S. of N. Mountain Ranch Road	RSF-2, Residential Single-Family, 2 Units per Acre; RMF-12, Residential Multi-Family, 12 Units per Acre; C-1, Neighborhood Commercial; RPZD, Residential Planned Zoning District	230.50
3	Clarence Craft Park	SE of N. Old Wire Road and E. Adelaide Lane	NC, Neighborhood Conservation	1.80
4	Combs/White River Park	E of E. Borick Drive	R-A, Residential Agricultural; RPZD, Residential Planned Zoning District	11.90
5	Fay Jones Woods	E of S. Gregg Avenue, W of S. West Avenue	NC, Neighborhood Conservation; DG, Downtown General	0.20
6	Hughmont Village Park Land	SE of W. Canyon Run Drive and N. Golden Willow Drive	R-A, Residential Agricultural	3.0
7	Lake Fayetteville	NW of N. Crossover Drive and E. Zion Road	R-A, Residential Agricultural	610.30
8	Lake Sequoyah	NE of E. Huntsville Road and Lake Sequoyah Drive; South of E. Huntsville Road	RSF-1, Residential Single-Family, 1 Unit Per Acre; R-A, Residential Agricultural	1,258.50
9	Lake Wilson	S of S. Lake Wilson Road	R-A, Residential Agricultural	315.4
10	Lierly Lane Park Land	S. of W. Lierly Lane; N of W. Berseis Drive	RSF-4, Residential Single-Family, 4 Units per Acre	3.24
11	Owl Creek Park Land	E. of N. Broyles Avenue; W. of N Rupple Road	R-A, Residential Agricultural	19.4
12	Quarry Trace Park Land	S. of E. April Lane	R-A, Residential Agricultural; RSF-4, Residential Single-Family, 4 Units per Acre	2.6
13	Rodney Ryan Park	S of E. Black Canyon Street	RSF-4, Residential Single-Family, 4 Units per Acre	0.4
14	South Yard Park Land	SE of Martin Luther King Jr. Blvd, and S. Lt. Col. Leroy Pond Avenue	MSC, Main Street Center; I-1, Heavy Commercial and Light Industrial	1.3
15	Yvonne Richardson Community Center	NE of S. Washington Avenue and E. Rock Street	RMF-24, Residential Multi-Family, 24 Units per Acre	2.65

TABLE 2
CITY PLAN 2040 FUTURE LAND USE DESIGNATION/INFILL SCORE

	Park	Location	Future Land Use Designation	Infill Score
1	Bayyari Park	N. of S. Hoddle Place	Civic and Private Open Space	4
2	Centennial Park	N. of W. Old Farmington Road, S. of N. Mountain Ranch Road	Civic and Private Open Space	2-5
3	Clarence Craft Park	SE of N. Old Wire Road and E. Adelaide Lane	Civic and Private Open Space	4-5
4	Combs/White River Park	E of E. Borick Drive	Civic and Private Open Space; Natural Area	1-3
5	Fay Jones Woods	E of S. Gregg Avenue, W of S. West Avenue	Civic and Private Open Space	12
6	Hughmont Village Park Land	SE of W. Canyon Run Drive and N. Golden Willow Drive	Civic and Private Open Space	4
7	Lake Fayetteville	NW of N. Crossover Drive and E. Zion Road	Civic and Private Open Space	1-2
8	Lake Sequoyah	NE of E. Huntsville Road and Lake Sequoyah Drive; South of E. Huntsville Road	Civic and Private Open Space	0-1
9	Lake Wilson	S of S. Lake Wilson Road	Civic and Private Open Space	0-1
10	Lierly Lane Park Land	S. of W. Lierly Lane; N of W. Berseis Drive	Residential Neighborhood	4
11	Owl Creek Park Land	E. of N. Broyles Avenue; W. of N Rupple Road	Civic and Private Open Space; Natural Area	2-4
12	Quarry Trace Park Land	S. of E. April Lane	Civic and Private Open Space	3
13	Rodney Ryan Park	S of E. Black Canyon Street	Civic and Private Open Space; Residential Neighborhood	1-2
14	South Yard Park Land	SE of Martin Luther King Jr. Blvd, and S. Lt. Col. Leroy Pond Avenue	City Neighborhood	11-12
15	Yvonne Richardson Community Center	NE of S. Washington Avenue and E. Rock Street	Civic and Private Open Space	9-10

TABLE 3
INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

	Park	Water	Sewer	Drainage	Fire and Police*
1	Bayyari Park	16" water main at SE corner of property	8-inch sanitary sewer along Southern property line from S. Hoddle Place to the ease.	FEMA Floodplain, Protected Stream (West Fork of the White River), Hydric Soils	Station #3, 1050 S. Happy Hollow Road. 2.5 miles from fire station with 5-minute drive time, 7.2-minute response time.
2	Centennial Park	8-inch water mains in S. Centennial Park Lane, N. Mountain Ranch Blvd., West Technology Way. 6-inch water main and 36-inch transmission line along W. Old Farmington Rd.	8-inch sanitary sewer in W. Old Farmington Road and N. Mountain Ranch Blvd.	Hillside-Hilltop Overlay District, FEMA Floodplain, Protected Stream (unnamed tributary of Farmington Branch), Hydric Soils	Station #6, 990 S. Hollywood Avenue. 1.5 miles from fire station with 5-minute drive time, 7.2-minute response time.
3	Clarence Craft Park	8-inch water main along N. Old Wire Road and E. Cicero Lane. 36-inch water transmission main along N. Old Wire Road.	15-inch sanitary interceptor main through the park. 8-inch sanitary main from N. Jordan Lane connecting to a 10-inch sanitary sewer main at N. Ramsey Ave, flowing into a 12-inch that connects to a 15-inch sanitary interceptor main. 8-inch sanitary main along N. Rhonda Drive becomes present along W. side of park before flowing into a 10-inch main, a 12-inch main along N. Old Wire where it connects to a 15-inch sanitary interceptor main. 8-inch sanitary sewer main in E. Adelaide Lane.	FEMA Floodplain, Protected Stream (Niokaska Creek), Hydric Soils	Station #5, 2979 N. Crossover Road. 2.7 miles from fire station with a 5-minute drive time, 7.2-minute response time.
4	Combs/White River Park	12-inch water main, west side of the park which crosses the park around E. Borick Drive. (2) 8-inch mains connecting to the 12-inch main.	12-inch sanitary sewer along east side of the West Fork of the White River. 8-inch gravity sanitary sewer along E. Borick Drive	FEMA Floodplain, Protected Stream (West Fork of the White River), Hydric Soils	Station #3, 1050 S. Happy Hollow Road. 1.2 miles from fire station with a 3-minute drive time, 5.2-minute response time.

	Park	Water	Sewer	Drainage	Fire and Police*
5	Fay Jones Woods	6-inch water main along S. Gregg Avenue, 6-inch water main on W. Prairie Street, 6-inch water main along S. West Avenue, 6-inch water main within Fay Jones Woods.	8-inch sanitary sewer along west side of S. Gregg Avenue. 12-inch sanitary sewer and 18-inch sanitary sewer transmission.	Protected Stream (Tanglewood Branch), Hydric Soils	Station #1, 303 W. Center Street. 0.3 miles from fire station with a 1-minute drive time, 3.2-minute response time.
6	Hughmont Village Park Land	8-inch water mains on N. Golden Willow Drive and W. Canyon Run Drive	8-inch sanitary sewer on N. Golden Willow Drive and W. Canyon Run Drive	FEMA Floodplain, Protected Stream (Clabber Creek), Hydric Soils	Station #7, 835 N. Rupple Road. 2.9 miles from fire station with a 7-minute drive time, 9.2-minute response time.
7	Lake Fayetteville	8-inch water main E. Lake Fayetteville Road, 8-inch water main N. Crossover Road, 12-inch water main along E. Zion Road	8-inch sanitary sewer main, N. Crossover Road. 8-inch sanitary sewer main at Veteran's Park	FEMA Floodplain, Protected Stream (Lake Fayetteville, Clear Creek, Hilton Creek, and four unnamed tributaries), Hydric Soils	Station #4, 3385 N. Plainview Avenue. 2.2 miles from fire station with a 6-minute drive time, 8.2 minute response time.
8	Lake Sequoyah	8-inch water main, S. Lake Sequoyah Spur, 6-inch water main E. Lake Sequoyah Drive, flowing into an 8-inch water main across the bridge, 8-inch water main along E. Huntsville Road.	8-inch force main along E. Huntsville Road.	Hillside-Hilltop Overlay District, FEMA Floodplain, Protected Stream (Lake Sequoyah, Middle Fork of the White River, White River), Hydric Soils	Station #3, 1050 S. Happy Hollow Road. 5.1 miles from fire station with a 9-minute drive time, 11.2-minute response time.
9	Lake Wilson	No public water available	No sanitary sewer available	Hillside-Hilltop Overlay District, FEMA Floodplain, Protected Stream, (Two unnamed tributaries that flow into Lake Wilson from the south, Lake Wilson, unnamed tributary flowing north from Lake Wilson), Hydric Soils	Station #9, 2250 S. School Avenue. 4.7 miles from fire station with a 9-minute drive time, 11.2-minute response time.
10	Lierly Lane Park Land	8-inch water mains W. Lierly Lane and W. Berseis Drive	8-inch sanitary sewer main W. Berseis Drive	N/A	Station #7, 835 N. Rupple Road. 3.2 miles from fire station with a 7-minute drive time, 9.2-minute response time.

	Park	Water	Sewer	Drainage	Fire and Police*
11	Owl Creek Park Land	12-inch water mains along. N. Broyles Ave and N. Rupple Road	15-inch sanitary interceptor flowing into an 18-inch interceptor along Owl Creek. 8-inch sanitary sewer main flowing into the 18-inch sanitary interceptor, and another 8-inch sanitary sewer main flowing into the 18-inch interceptor.	FEMA Floodplain, Protected Stream (Owl Creek, unnamed tributary from southeast to northwest), Hydric Soils	Station #7, 835 N. Rupple Road. 1.3 miles from the fire station with a 3-minute drive time, 5.2-minute response time.
12	Quarry Trace Park Land	8-inch water main on E. Paril and and S. Spritz Drive	8-inch sanitary sewer on east side of S. Spritz Drive	N/A	Station #3, 1050 S. Happy Hollow Road. 3.5 miles from fire station with a 6-minute drive time, 8.2-minute response time.
13	Rodney Ryan Park	12-inch water main on E. Black Canyon Street, 8-inch water main on S. River Meadows Drive	8-inch sanitary sewer main on E. Black Canyon Street, and S. River Meadows Drive	FEMA Floodplain, Protected Stream, Hydric Soils	Station #3, 1050 S. Happy Hollow Road. 2.5 miles from fire station with 5-minute drive time, 7.2-minute response time.
14	South Yard Park Land	No public water available	12-inch sanitary main at northern boundary	Protected Stream (Tanglewood Branch), Hydric Soils	Station #1, 303 W. Center Street. 0.7 miles from fire station with 3-minute drive time, 5.2-minute response time.
15	Yvonne Richardson Community Center	6-inch water main in S. Mill Avenue. 6-inch water main in S. Washington Avenue	8-inch sanitary sewer along main building. 8-inch sanitary sewer on E. Mountain Street, flowing into 8-inch sanitary sewer main present along S. Washington Avenue	FEMA Floodplain, Protected Stream (Spout Spring)	Station #1, 303 W. Center Street. 0.8 miles from fire station with 3-minute drive time, 5.2 minute response time.

**Police did not comment on the proposed rezonings. 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.*

Tree Preservation: The proposed zoning district of P-1, Institutional requires **25% minimum canopy preservation.** Percent minimum canopy requirements for all zoning districts are attached to this report for reference.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds that the proposed zoning change is compatible with surrounding land uses. The properties are already being used as parks facilities, though with different classifications associated with them. The Parks Department uses 8 different classifications of parks: Regional Parks, Community Parks, Neighborhood Parks, Non-City Parks, Special Use, Natural Area, Undeveloped Parks, and Trail Corridors and Greenways. Each designation has a specific set of criteria, and staff finds those criteria can be met with a rezoning to the P-1 zoning district, especially with the consideration for the adoption of new standards to apply to that district.**

The Regional Parks (Centennial, Lake Fayetteville, Lake Sequoyah, and Lake Wilson) are meant to have a regional draw and have direct access from arterial streets and access to regional trail systems. Zoning these locations as P-1 would allow for the continuation of the existing uses, such as lakes, trails, and the redevelopment of ball and playfields. The Neighborhood Parks under consideration (Bayyari Park, Clarence Craft Park, White River Park, Rodney Ryan Park, Yvonne Richardson Community Center) are typically 2 to 10 acres in size, and are meant to provide leisure opportunities (including play fields, and shaded areas for gathering) within walking distance of individual neighborhoods. The uses, setbacks, and allowances in P-1 would allow for the continuation of these neighborhood needs to be met, by allowing for Use Unit 4 by-right, where many of those neighborhood parks are currently zoned for residential uses. Many of the parks under consideration with this request are currently "Undeveloped," including Combs Park, Lierly Land Park, Owl Creek Park, Quarry Trace Park Land, South Yard Park Land, and Hughmont Village Park Land. Undeveloped parks differ from "Natural Areas" in that they are not necessarily intended to remain undeveloped but have perhaps not yet been improved in accordance with long-term plans. Many of the parks in this classification have only been acquired within the last decade through parkland dedication with associated residential developments.

Land Use Plan Analysis: **The proposed zoning to P-1, Institutional is compatible with the Future Land Use Map, which in most instances (though not all) identify the areas in question as Civic and Private Open Space. By rezoning to P-1, these parks can be redeveloped to help meet future goals and needs to meet the neighborhoods and immediate communities that they serve. If they are to stay in their existing zoning districts (such as RSF-1, NC, or I-1), the City would have a more difficult time implementing the 2023 Parks Master Plan, and would involve a more piecemeal approach to rezoning these properties. Staff finds that taking this broader approach saves City resources and time instead of rezoning at the time of a specific development proposal or funding opportunity.**

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 recommended zoning is justified and needed to avoid issues in the future with any expansion of a non-conforming use, and to ensure that city-owned property is zoned accordingly. While this proposed zoning change may not identify all future changing needs of the Parks, Natural Resources, and Cultural Affairs Department, staff finds that zoning the property to the established zoning district for parks and associated cultural and recreational facilities to be an appropriate course of action and protects the public interest.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the properties will not likely increase traffic danger or congestion in a manner that is inconsistent with the way the properties are already used. No redevelopment plans are currently underway, and the properties have already been acquired and used for parks and recreational purposes. With any proposed development, full impact on traffic and congestion would be evaluated at that time.**

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 properties will not substantially increase the potential population density or load on public services. The proposed rezoning districts are substantially compatible with the existing development patterns and uses that currently exist on each property. The Police and Fire Departments have expressed no objections to the proposal. The Fayetteville School District also expressed no objections to the proposal.**

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**

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 11, 2024	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval	❒ **Denied**
Motion: Sparkman			
Second: Brink			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.32 District P-1, Institutional
- Tree Preservation Requirements per Zoning District
- Applicant Request Letter
- Applicant Exhibit
- Zoning Map
- Future Land Use Map

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	30 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	20 feet
Side, when contiguous to a residential district	25 feet
Rear	25 feet
Rear, from center line of public alley	10 feet

(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, 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 residential 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) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §8, 1-18-22)

Table 1 **Minimum Canopy Requirements**	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%
RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%

Table 1 **Minimum Canopy Requirements**	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

CITY OF
FAYETTEVILLE
ARKANSAS

January 30, 2024

City of Fayetteville Planning Department
City of Fayetteville Planning Commission
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Letter of Intent for Park Property Rezonings

Property Information:	Various, see attached
Current Owner:	City of Fayetteville 113 W Mountain St, Fayetteville, Arkansas 72701
Applicant:	City of Fayetteville 113 W Mountain St, Fayetteville, Arkansas 72701

This letter serves as a request for rezoning 15 park properties to P-1 Institutional zoning.

Legal Description:
Various, see attached.

Property Description:
Fayetteville Parks, Natural Resources and Cultural Affairs owns over 50 parks and park lands. The majority of these properties are zoned P-1 as a result of a large rezoning effort in the mid-2000's. Several properties have been acquired since then and are in need of rezoning.

The properties listed on the enclosed attachment "A" are proposed to be rezoned from various zonings to Institutional Use (P-1). Per City Code, the Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations. This zoning allows cultural and recreational facilities as permitted uses. Additionally, the zoning allows for signage and uses not allowed in many of the existing zonings such as active park facilities including courts, ballfields, etc.

Enclosed please find Attachments "A" and "B". Attachment "A" illustrates the locations of the proposed park properties for this rezoning request. There are 15 park properties included in this request. Attachment "B" lists the park properties along with the current zoning(s) and address(es).

No adverse affect on adjoining properties is anticipated as all of the properties are existing parks with the exception of Hughmount Park Land, Owl Creek Park Land, Lierly Lane Park Land Quarry Trace Park Land and South Yard Park Land, which were all dedicated to become future parks and simply have not been developed yet.

Days and Hours of Operation:
Parks are generally open from daylight until dusk. Lakes are the exception and are open from daylight until dusk.

Parking:
Parking is existing in the parks or will be properly designed when land is developed as a park.

Outdoor Lighting:
Lighting varies throughout the park system depending on use.

Noise:
Noise from the facility is not expected to change and is typical of park activities. As new parks come online such as the Upper Ramble, additional events are anticipated to generate noise.

Trash and refuse service:
Trash is managed by the Parks Maintenance in the Public Works Department.

Sincerely,

Alison Jumper

City of Fayetteville
Alison Jumper
Parks, Natural Resources and Cultural Affairs Director

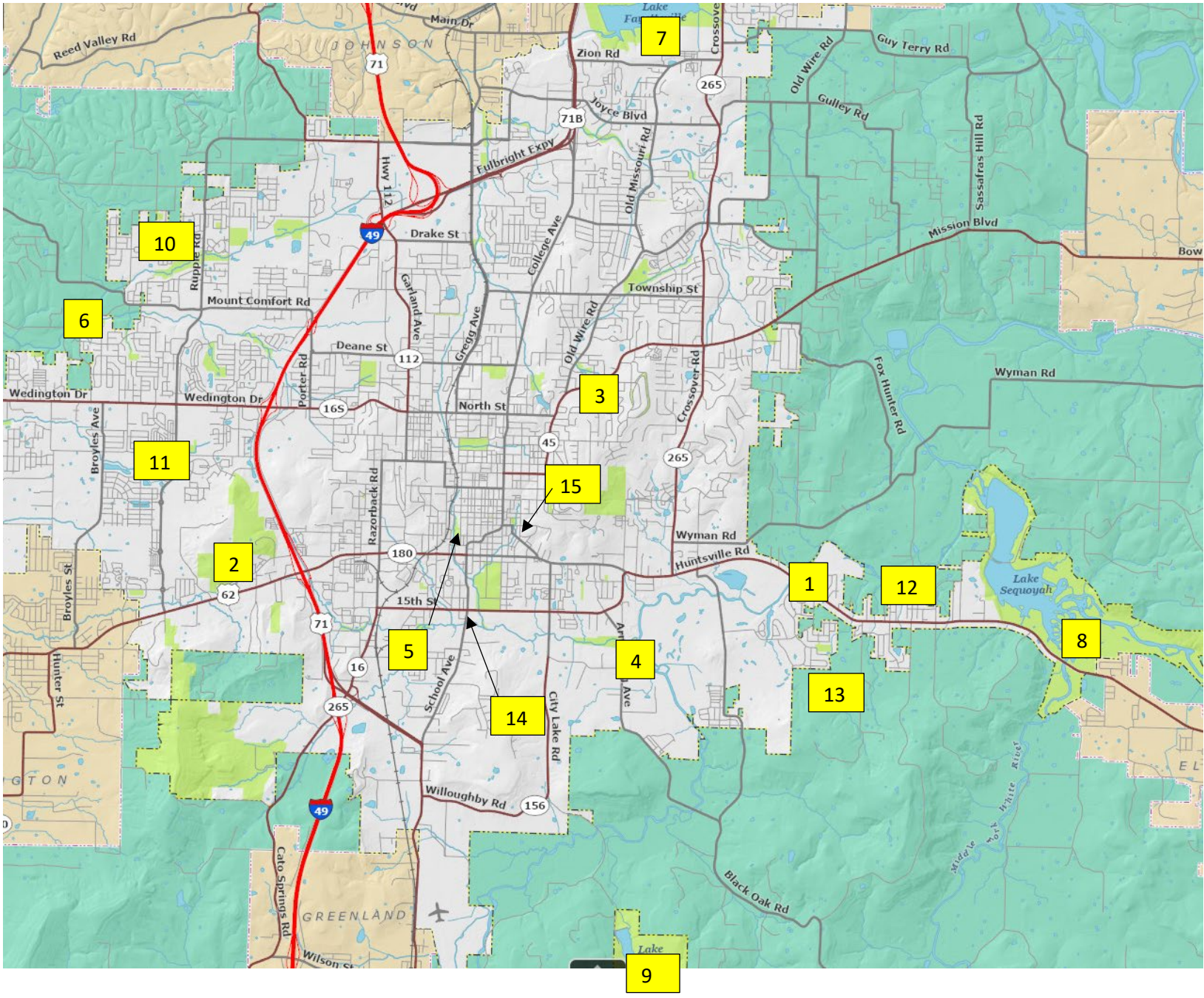
Attachment A

Park Properties to be rezoned:

Portions of:

1. Bayyari Park
2. Centennial Park
3. Clarence Craft Park
4. Combs/White River Park
5. Fay Jones Woods
6. Hughmount Village Park Land
7. Lake Fayetteville
8. Lake Sequoyah
9. Lake Wilson
10. Lierly Lane park land
11. Owl Creek park land
12. Quarry Trace park land
13. Rodney Ryan Park
14. South Yard park land
15. Yvonne Richardson Community Center

Attachment B



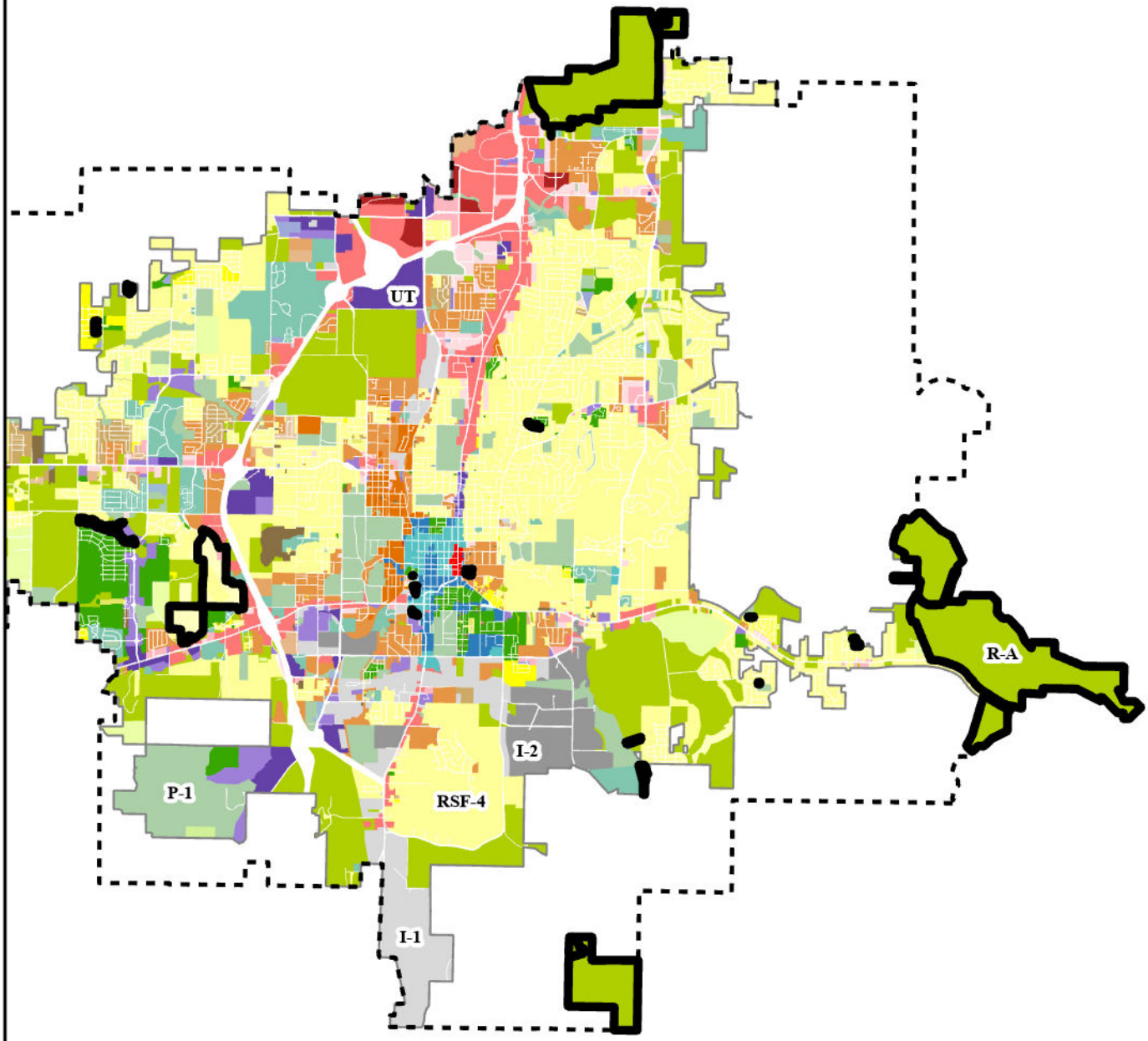
RZN-2024-0007

One Mile View

Various City Parks

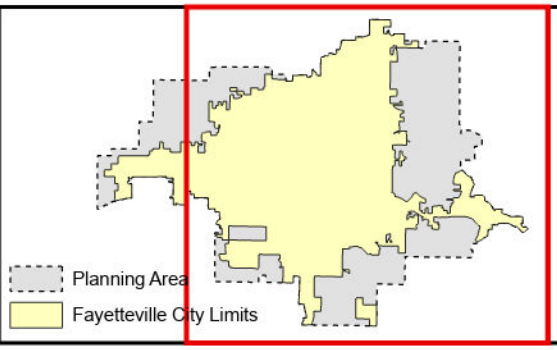
NORTH

0 1.25 2.5 5 Miles



Fayetteville City Limits

Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

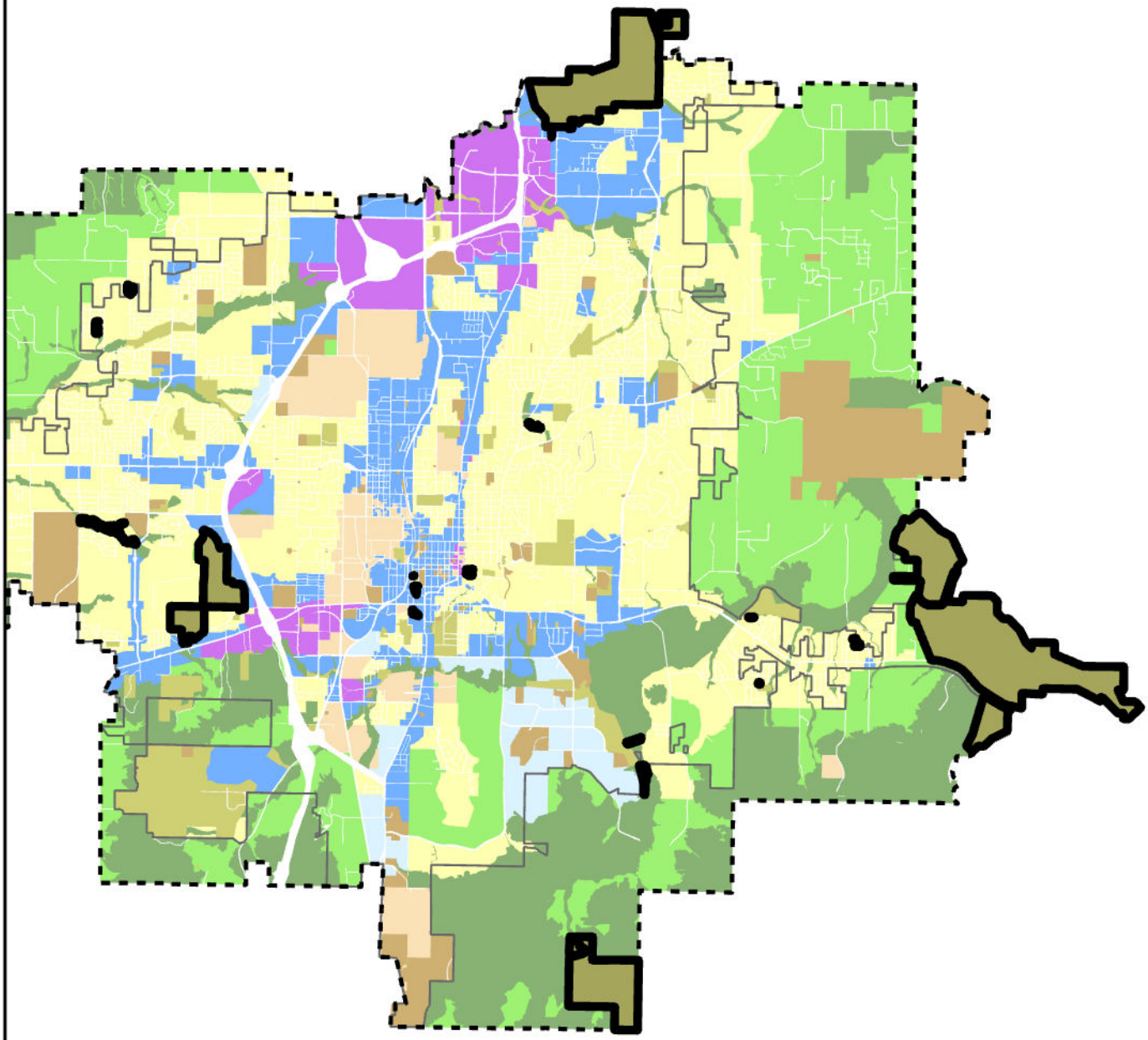
INSTITUTIONAL
P-1

RZN-2024-0007

Future Land Use

Various City Parks

NORTH



Planning Area

Fayetteville City Limits

Feet

0 3,000 6,000 12,000 18,000 24,000

1:109,845

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1820

MEETING OF APRIL 2, 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 Cole, Planner

SUBJECT: **RZN-2024-0003: Rezoning (203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST./12TH ST. TOWNHOMES OF FAYETTEVILLE LLC., 563): Submitted by SWOPE CONSULTING for property located at 203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.10 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

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 south Fayetteville approximately 0.11 miles east of Walker Park. The property consists of two parcels. The northern parcel contains approximately 0.40 acres and is developed with two structures, each with three dwelling units and constructed around 1996 (parcel 765-03340-000). The southern parcel contains approximately 0.70 acres and is developed with three structures, each with four dwelling units constructed around 1996 (parcel 765-03342-000). Both parcels are zoned NC, Neighborhood Conservation, received as part of the 2008 staff-initiated rezoning of the Walker Park neighborhood.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate – Urban.

Public Comment: To date, staff has received two inquiries including one with concerns about general property upkeep and one email in support of the request.

Land Use Compatibility: Staff finds the proposed rezoning from NC to RI-U to be compatible with the surrounding area. The intent of the RI-U zoning district is to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living. The subject property is located between higher density multi-family developments to the north and east, and lower density single-family dwellings to the south and west. The parcels in question currently have developments that exceed the density limit for the NC zoning district (ten units per acre). The northern and southern lots have a density of 15 units and 17 units per acre, respectively. Further, these parcels have uses that are conditional in NC zoning, but a conditional use permit was never issued, thus the uses are non-

conforming. Single-, two-, three-, and four-family dwellings are permitted by right in the RI-U zoning district. In RI-U zoning, all lots with dwellings are required to maintain a minimum width of 18 feet with no minimum lot area requirement. The subject lots meet the minimum lot widths for RI-U zoning and are consistent with a range of lot widths in the vicinity, ranging from a minimum of 40 feet to the south, 140 feet to the north, and the large 9.6-acre Fayetteville Housing Authority parcel to the east. Staff recognizes that rezoning to RI-U would not bring the southern structure into conformance, as it would keep the build-to-zone that is also present in NC and the structures are set back from the street. However, staff finds the requested rezoning to be ultimately compatible since the subject parcels appear to be better aligned with the spirit and intent of the RI-U zoning district, and the rezoning would allow a nonconforming use to be brought into conformity.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as a Residential Neighborhood area. A rezoning to RI-U could permit residential properties with reduced lot sizes in traditional form while encouraging diversity of housing types. Staff finds that the requested rezoning could allow for the creation of missing middle housing meeting City Goals 1: We Will Make Appropriate Infill and Revitalization our Highest Priority and 6: We Will Create Opportunities for Attainable Housing. The property has a moderate infill score of 7, and staff finds the requested rezoning to be appropriate since it would bring the use and density of the parcels into conformity and provide a transition from lower density NC zoning at the west to higher density DG zoning at the east.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **7** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 9, 2250 S. School Ave.)
- Near Sewer Main (2-inch main, E. 12th St.)
- Near Water Main (8-inch main, E. 12th St.)
- Near City Park (Walker Park)
- Near Paved Trail (S. Washington Ave. Marked Shared Roadway; Walker Park Trail; Walker Senior Trail)
- Near ORT Bus Stop (S. College Ave. and E. 13th St.)
- Within Master Plan Area (Walker Park Neighborhood)

DISCUSSION:
At the March 11, 2024 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. The commissioners cited future land use compatibility, density, and staff recommendations as noted in the report as reasons for approval. There was no public comment at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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

File #: 2024-1820

RZN-2024-0003: Rezoning (203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST./12TH ST. TOWNHOMES OF FAYETTEVILLE LLC., 563): Submitted by SWOPE CONSULTING for property located at 203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.10 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0003 FOR APPROXIMATELY 1.10 ACRES LOCATED ON EAST 12TH STREET EAST OF SOUTH WASHINGTON AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

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

2024-1820

Item ID

4/2/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	3/15/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0003: Rezoning (203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST./12TH ST. TOWNHOMES OF FAYETTEVILLE LLC., 563): Submitted by SWOPE CONSULTING for property located at 203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.10 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

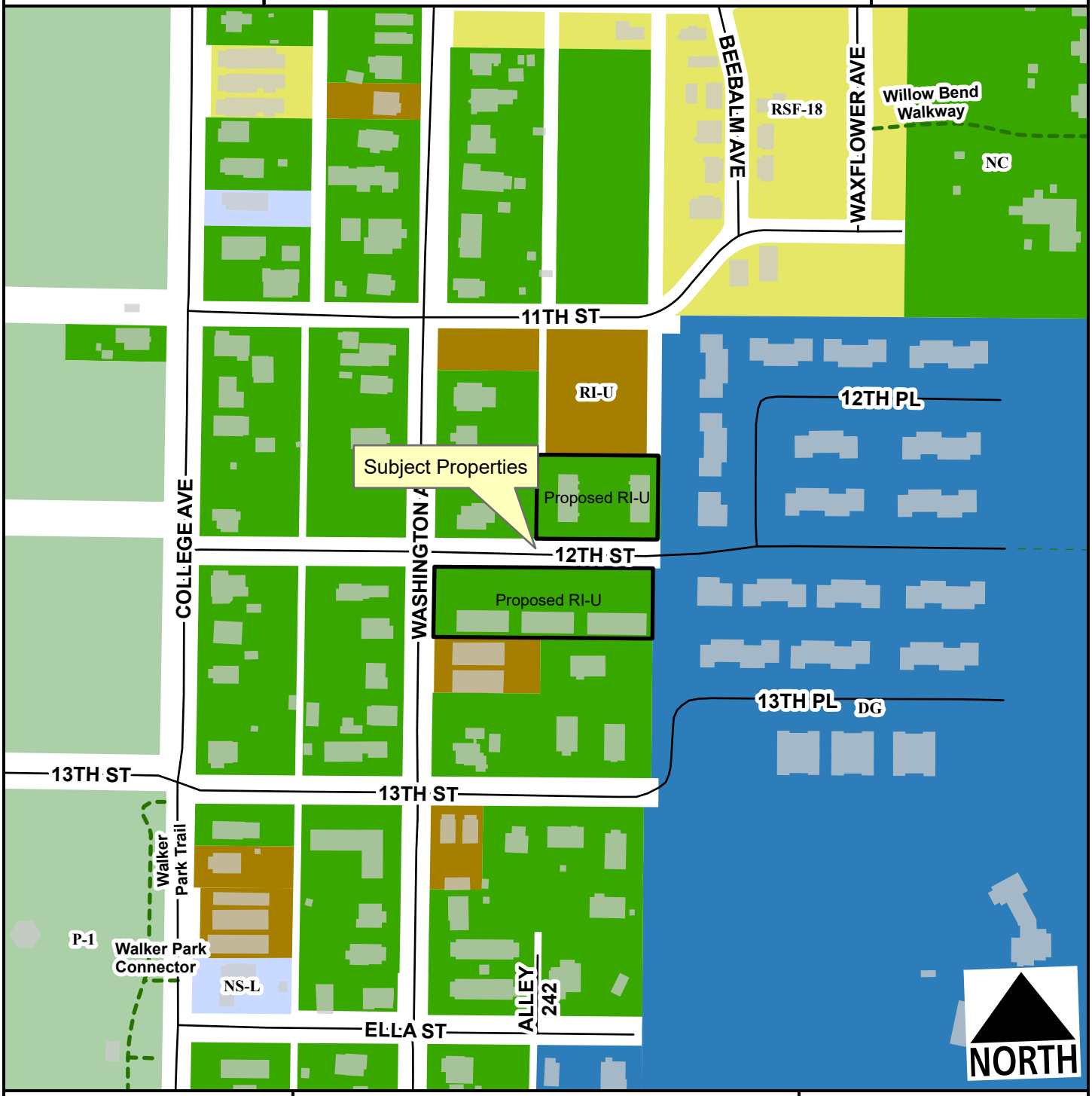
Comments:

RZN-2024-0003

Close Up View

272 E. 12TH ST

RZN-2024-0003
Exhibit 'A'



- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	1.1	0.0
RI-U	0.0	1.1

Total 1.1 ac

Parcel# 765-03340-000

LOTS 6 & 7 BLOCK 2 ALSO: 10 FT ALLEY E OF LOTS 4 & 5 & 20 FT CLOSED STREET E OF LOTS 6 & 7

FURTHER DESCRIBED FROM 2023-29722 AS: Lots 6 & 7, Block 2, Berl Dodd Addition, to the City of Fayetteville, Washington County, Arkansas, as shown on Plat Record "4" at page 219. Subject to a ten (10) foot alley which lies East of Lots 4 and 5 and West of Lots 6 and 7 in Block 2, Berl Dodd Addition to the City of Fayetteville, as shown on Plat Record "4" at page 219.

AND

All that part of Willow A venue lying East of and being immediately adjacent to the East line of Lots Six (6) and Seven (7) of Block Two (2) of Berl Dodd Addition to the City of Fayetteville, Arkansas as shown in Plat Book 4 at Page 219 of the Land Records of Washington County, Arkansas, and being more particularly described as follows: Beginning at the Northeast Corner of said Lot Seven (7), Block Two (2), said Point being an existing iron rebar; thence S89°56'51"E 20.08 feet to an existing ½'' iron rebar on the East Right-of-Way Line of Willow Avenue, said point also being on the West Boundary of Washington County Land Parcel 765-15141-000, thence S00°07'57"W 115.75 feet along the East Right-of-Way Line of Willow Avenue to an existing iron rebar at the North Right-of-Way line of E. 12th Street, thence leaving the East Right-of-Way line of said Willow Avenue and the West Boundary of said Land Parcel 765-15141-000, N89°59'55"W 20.08 feet to the Southeast Corner of said Lot Six (6), Block Two (2), thence leaving the North Right-of-Way Line of said E. 12th Street, N00°07'57"E 115.77 feet along the East Line of said Lots Six (6) and Seven (7), Block Two (2), to the Point of Beginning.

Parcel: 765-03342-000

LOTS 1 & 10 PT LOTS 2 & 9 BLOCK 3 & PT WILLOW AVE ABANDONED ALLEY WAY 0.04 AC

FURTHER DESCRIBED AS:

All of Lots One (1) and Ten (10) and the North 39.00 feet of Lots Two (2) and Nine (9) in Block Numbered Three (3), Burl Dodd Addition to the City of Fayetteville, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. That portion of South Willow Avenue described as beginning 659.48 feet West and 849.43 feet North of the Southeast corner of the Southwest quarter of the Northwest Quarter of Section 22, Township 16 North, Range 30 West to the point of beginning, thence North 97.00 feet, thence West 20 feet; thence South 97.00 feet; thence East 20 feet to the point of beginning. also, the alley way located

799.48 feet West and 849.43 feet North of the Southeast corner of the

Northwest Quarter of Section 22, Township 16 North, Range 30 West to the point of beginning; thence North 97 feet; thence West 10 feet; thence South 97 feet; thence East 10 feet to the point of beginning.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Kylee Cole, Planner

MEETING DATE: March 11, 2024 updated w/ meeting results

SUBJECT: **RZN-2024-0003: Rezoning (203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST./12TH ST. TOWNHOMES OF FAYETTEVILLE LLC., 563):** Submitted by SWOPE CONSULTING for property located at 203-209; 239-245; 270-280; AND 283-289 272 E. 12TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.10 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2024-0003** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0003** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in south Fayetteville approximately 0.11 miles east of Walker Park. The property consists of two parcels. The northern parcel contains approximately 0.40 acres and is developed with two multi-family dwellings, each with three units constructed around 1996 (parcel 765-03340-000). The southern parcel contains approximately 0.70 acres and is developed with three multi-family dwellings, each with four units constructed around 1996 (parcel 765-03342-000). Both parcels are zoned NC, Neighborhood Conservation, which it received as part of the 2008 staff-initiated rezoning of the Walker Park neighborhood. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential; Multi-Family Residential	NC, Neighborhood Conservation; RI-U, Residential Intermediate - Urban
South	Single-Family Residential; Multi-Family Residential	NC, Neighborhood Conservation; RI-U, Residential Intermediate - Urban
East	Morgan Manor (Fayetteville Housing Authority)	DG, Downtown General
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate – Urban.

Public Comment: To date, staff has received one inquiry and one public comment regarding the current state of the property and concerns about potential higher density development.

INFRASTRUCTURE:

Streets: The subject property has frontage along E. 12th St., a partially improved Residential Link street with asphalt paving, curb, gutter, and sidewalk (sidewalk along the northern side). Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing two-inch water main is present on the north side of E. 12th Street.

Sewer: Public sanitary sewer is available to the subject property. An existing eight-inch sewer main is present on the south side of E. 12th Street.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams are present. Any improvements or requirements for drainage would be determined at the time of development submittal. Hydric soils are present, which is a known indicator of wetlands. However, 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 Soils 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.

Fire: Station 9, located at 2250 S. School Ave., protects this site. The property is located approximately 1.2 miles from the fire station with an anticipated drive time of approximately three 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 six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of RI-U, Residential Intermediate – Urban requires **15% minimum canopy preservation.** The current zoning district of NC, Neighborhood Conservation requires **20% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **7** for this site with a weighted score of **8**. The following elements of the matrix contribute to the score:

- Adequate Fire Response
- Near Sewer Main (2-inch main, E. 12th St.)
- Near Water Main (8-inch main, E. 12th St.)
- Near City Park (Walker Park)
- Near Paved Trail (S. Washington Ave. Marked Shared Roadway; Walker Park Trail; Walker Senior Trail)
- Near ORT Bus Stop (S. College Ave. and E. 13th St.)
- Within Master Plan Area (Walker Park 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:*** **Staff finds the proposed rezoning from NC to RI-U to be compatible with the surrounding area. The intent of the RI-U zoning district is to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living. The subject property is located between higher density multi-family developments to the north and east, and lower density single-family dwellings to the south and west. The parcels in question currently have developments that exceed the density limit for the NC zoning district. NC zoning permits a density of ten units per acre. The northern and southern lots have a density of 15 units and 17 units per acre, respectively. Further, these parcels host uses that are conditional in NC zoning, but a conditional use permit was never issued, thus the uses are non-conforming. Single-, two-, three-, and four-family dwellings are permitted by right in the RI-U zoning district. All lots with dwellings are required to maintain a minimum width of 18 feet with no minimum lot area requirement. The NC district requires lot widths of 40 feet with lot areas 4,000 square feet minimum. The subject lots meet the minimum lot widths for RI-U zoning, and are consistent with a wide variety of lot widths in the vicinity ranging from a minimum of 40 feet to the south, 140 feet to the north, and the large 9.6-acre Fayetteville Housing Authority parcel to the east. Staff recognizes that a rezone to RI-U would keep the build-to-zone that is also present in NC, and the southern parcel would still be non-conforming with this requirement. However, staff finds the requested rezoning to be ultimately compatible since location of the subject parcel appear to be better**

aligned with the spirit and intent of the RI-U zoning district, and since the rezoning would allow a nonconforming use to be brought into conformity.
Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. A rezoning to RI-U could allow for the creation, or maintenance, of residential properties with reduced lot sizes and form-based requirements while encouraging diversity of housing types. Staff finds that the requested rezoning could allow for the creation of missing middle housing that meets City Goals 1: We Will Make Appropriate Infill and Revitalization our Highest Priority and 6: We Will Create Opportunities for Attainable Housing. The property has a moderate low infill score of 7, and staff finds the requested rezoning to be appropriate since it would bring the use and density of the parcels into conformity and provide a transition from lower density NC zoning at the west to higher density DG zoning at the east.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that rezoning the subject property to RI-U is justified since it contains both parcels that do not currently comply with the density regulations of the underlying NC zoning district.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from NC to RI-U has the potential to increase traffic at this location when considering that RI-U would allow for residential development at a greater density than the existing NC zoning. However, staff finds that a rezoning is not likely to create or appreciably increase traffic danger or congestion given that the properties are already developed with three- and four-family units.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, staff finds that the proposed rezoning would not undesirably increase the load on public services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed

zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0003 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 11, 2024	❒ **Tabled**	☒ **Forwarded** w/ recommendation of approval	❒ **Denied**
Motion: Brink			
Second: Payne			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.12 District RI-U, Residential Intermediate – Urban
  - §161.29 District NC, Neighborhood Conservation
- Request Letter
- Public Comment
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

SWOPE
ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com

February 8th, 2024

Development Services Building
Attn: Gretchen Harrison, Planner
125 West Mountain Street
Fayetteville, AR 72701

Re: Rezone Neighborhood Conservation to RI-U
Parcel #'s 765-03340-000 and 765-03342-000

Dear Ms. Harrison,

This rezoning will not adversely affect or conflict with surrounding land uses, because the same zoning exists all around both properties. These properties are bound by 12th Street, by RI-U north of the north parcel, and by both NC and RI-U to the south of the south parcel.

This rezone is requested because the owner would like to add floor area to the existing units, providing tenants more livable space.

Because this zoning designation encourages attached/detached dwellings in a range of housing types compatible in scale with single-family homes), the proposed development will meet the goals of the city's infill plans. This zoning also encourages a diversity of housing types for the walkable urban living demands that exist.

Please accept this application for your support of the referenced rezoning before the Planning Commission and City Council.

Sincerely,

Phil Swope

Phil Swope, PE
Project Engineer

RZN-2024-0003 Public Comment Summary

- Inquiry from Lisa Meeks – No support or opposition.
- March 4, 2024 – Call from Penny Carol (neighbor) who is concerned about the current state of the property (trash, dogs chained up outside, etc) and that it may get worse with rezoning that allows higher density development. I told her about the applicant's building permit to add a second floor, but no additional units and it seemed that they were generally trying to improve the property. She said she would be sending me photos (none received as of March 6, 2024).

Cole, Kylee

From: Penny Carroll <pennecarroll@gmail.com>
Sent: Monday, March 11, 2024 2:51 PM
To: Cole, Kylee
Subject: Rezone 12th Street

Follow Up Flag: Follow up
Flag Status: Completed

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.

To: Planning Commission

Re: Rezone 12th Street

This is Penny Carroll and I own the property directly to the west of this rezoning request, on Washington Ave As an immediate neighbor, I would like to highly encourage you to approve the request. This corner, actually the whole section for a couple of blocks, is greatly in need of improvement. Revitalizing it would be a boon to the neighborhood. It also adheres to several basic principles of establishing more affordable housing, because it adds greater density without taking up a larger footprint. Please approve the rezoning request.

Thank you for your consideration,

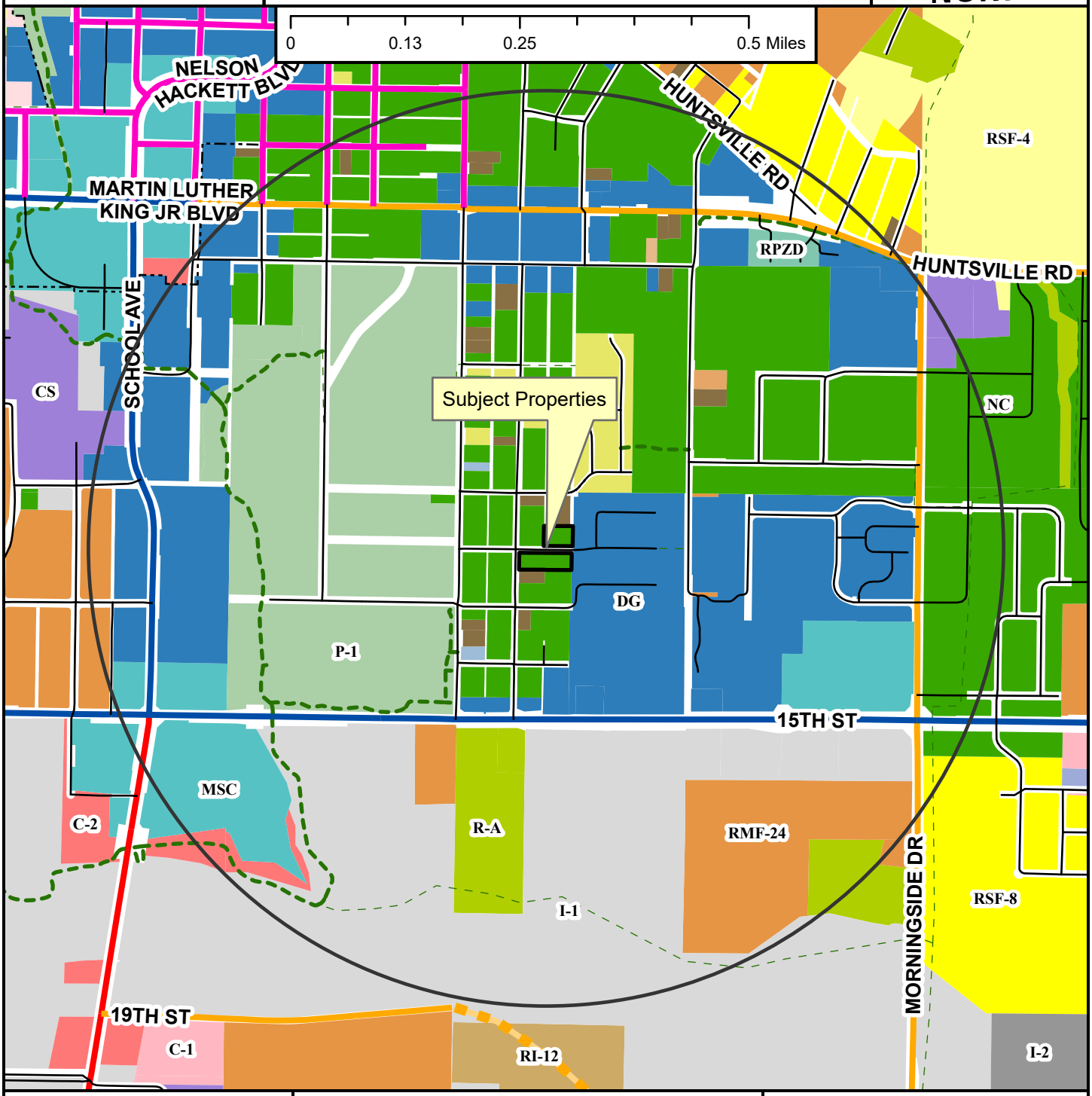
Penny Carroll

RZN-2024-0003

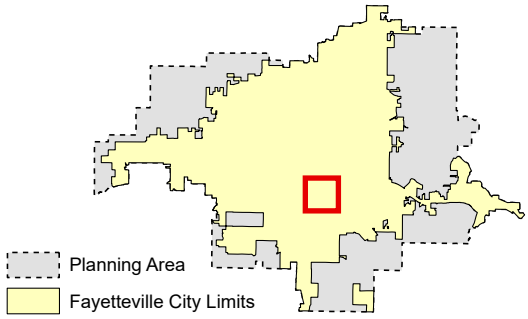
One Mile View

272 E. 12TH ST

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

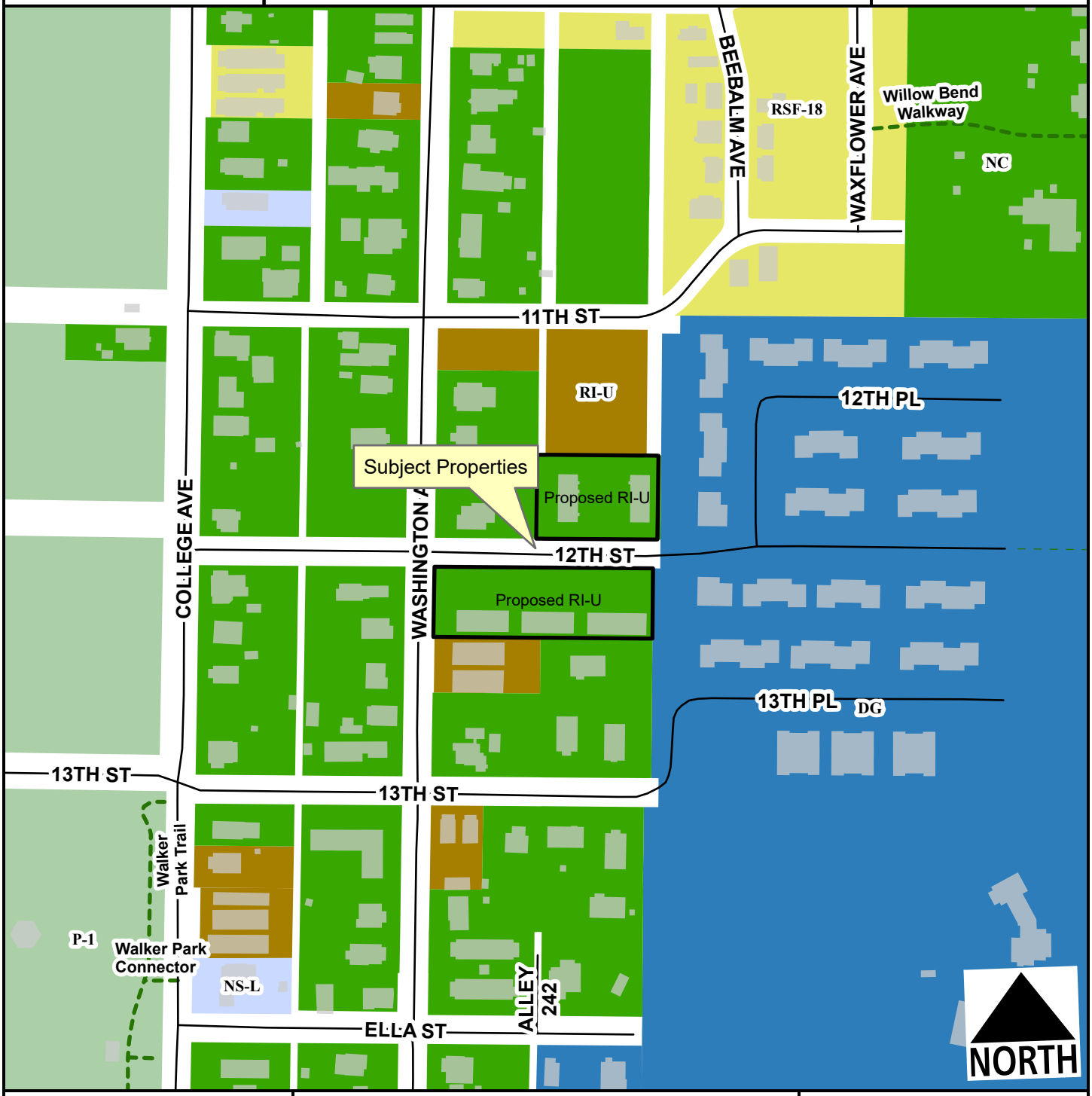
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN-2024-0003

Close Up View

272 E. 12TH ST



Unclassified
Alley
Residential Link
Trail (Proposed)
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	1.1	0.0
RI-U	0.0	1.1

Total 1.1 ac

RZN-2024-0003

Current Land Use

272 E. 12TH ST

NORTH

- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN-2024-0003

Future Land Use

272 E. 12TH ST

NORTH

Regional Link - High Activity
Unclassified
Alley
Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1821

MEETING OF APRIL 2, 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 Cole, Planner

SUBJECT: **RZN-2024-0004: Rezoning (LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8/OAKBROOKE SUBDIVISION, 361): Submitted by TRACY HOSKINS for property located at LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8 in WARD 4. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 11.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and NC, Neighborhood Conservation.**

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 west Fayetteville approximately 0.15 miles east of Rupple Rd. The property consists of 53 parcels in the Oakbrooke Subdivision and 1 parcel in the Bridgeport Subdivision, totaling approximately 11.67 acres. The lots are undeveloped. Parcels within the Oakbrooke Subdivision received their current zoning with the creation of the Oakbrooke residential planned zoning district (R-PZD) in 2010 (Ord. 5303). Under the old PZD ordinance, in place when this project was approved, construction permits had to be secured within a specific timeframe. If permits were not obtained, then the development rights were null and void. As a result, the remaining undeveloped lots have no development rights, and a rezone is required. Lot 25 of Bridgeport Subdivision is owned by the same developer and received its zoning in 2003 with the approval of the new city-wide zoning map.

Request: The request is to rezone the subject property in the expired Oakbrooke RPZD and a lot in the Bridgeport Subdivision from RPZD and RSF-4, Residential Single-Family, Four Units per Acre to RI-12, Residential Intermediate, Twelve Units per Acre and NC, Neighborhood Conservation

Public Comment: To date, staff has received public comment from three neighbors with concerns and questions about the rezoning, one neighbor in opposition, and one inquiry.

Land Use Compatibility: Staff finds that the requested rezoning is consistent with the existing development and closely matched to the original RPZD. Approximately half of the neighborhood has been constructed in a new

traditional neighborhood style, including rear alleys and homes that typically fall within 14 feet to 25 feet of the right-of-way. The build-to zone requirements of the proposed form-based districts require homes to be constructed in a similar form. Undeveloped lots range between approximately 47.70 feet to 68.50 feet in width and are generally consistent with the bulk and area requirements of either the NC or RI-12 zoning districts. As some areas of the former RPZD permitted up to four-family dwellings by-right in the RPZD, and finding similar conditions to the previous RPZD's approval, staff recommends that undeveloped parcels (Oakbrooke lots 1-17, 79-108, and Bridgeport lot 25) are zoned RI-12 in order to maintain consistent entitlement. Oakbrooke lots 67-70 do not meet the width requirements for RI-12, as they measure approximately 47.70 feet, and the applicant is requesting NC for these lots to make them conforming. Per the RPZD, density could range from a high of 19 units per acre to a low of 6 units per acre depending on dwelling type (up to six attached townhomes permitted in some areas of the RPZD). The requested rezoning represents a comparable density of 12 units per acre (RI-12) and 10 units per acre (NC).

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies and the Future Land Use Map designation of Residential Neighborhood Area. Staff finds that the NC and RI-12 zoning districts substantially align with previously permitted bulk and area requirements as well as land uses and would restore development rights on the undeveloped parcels. The future land use plan encourages “a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units.” The proposed zoning would allow the neighborhood to complete development with a mix of residential uses (Goal 6: To Create Opportunities for Attainable Housing) while maintaining the approximately 3 acre area of tree preservation and common space, aligning with City Goal 5: To Assemble an Enduring Green Network.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040’s Infill Matrix indicates a score of **6** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 7, 835 N. Rupple Rd.)
- Near Sewer Main (8-inch main, N. Neighborly Way, W. Winter Evening Place, and N. September Stroll Lane)
- Near Water Main (8-inch main, N. Neighborly Way, W. Winter Evening Place, and N. September Stroll Lane.)
- Near City Park (Red Oak Park)
- Near Paved Trail (N. Rupple Rd. Side-Path Trail; Red Oak Park Trail)
- Near Razorback Bus Stop (The Links)

DISCUSSION:
At the March 11, 2024 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. The Commissioners cited future land use compatibility, similarity to the original RPZD, and staff recommendations as noted in the report as reasons for approval. Four members of the public spoke in opposition to the rezoning citing perceived concerns about reduction in property values, concerns about multi-family development, and deviation from the original Oakbrooke neighborhood design. One member of the public spoke in favor addressing the neighborhood’s unique feeling of place and need for housing.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Staff Report (#6), Oakbrooke CC Tour (#7)

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

File #: 2024-1821

RZN-2024-0004: Rezoning (LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8/OAKBROOKE SUBDIVISION, 361): Submitted by TRACY HOSKINS for property located at LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8 in WARD 4. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 11.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and NC, Neighborhood Conservation.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0004 FOR APPROXIMATELY 11.67 ACRES LOCATED IN THE OAKBROOKE AND BRIDGEPORT SUBDIVISIONS IN WARD 4 FROM RPZD, RESIDENTIAL PLANNED ZONING DISTRICT AND RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND NC, NEIGHBORHOOD CONSERVATION

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 RPZD, Residential Planned Zoning District and RSF-4, Residential Single-Family, Four Units Per Acre to RI-12, Residential Intermediate, 12 Units Per Acre and NC, Neighborhood Conservation.

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

2024-1821

Item ID

4/2/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	3/15/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0004: Rezoning (LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8/OAKBROOKE SUBDIVISION, 361): Submitted by TRACY HOSKINS for property located at LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8 in WARD 4. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 11.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and NC, Neighborhood Conservation.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

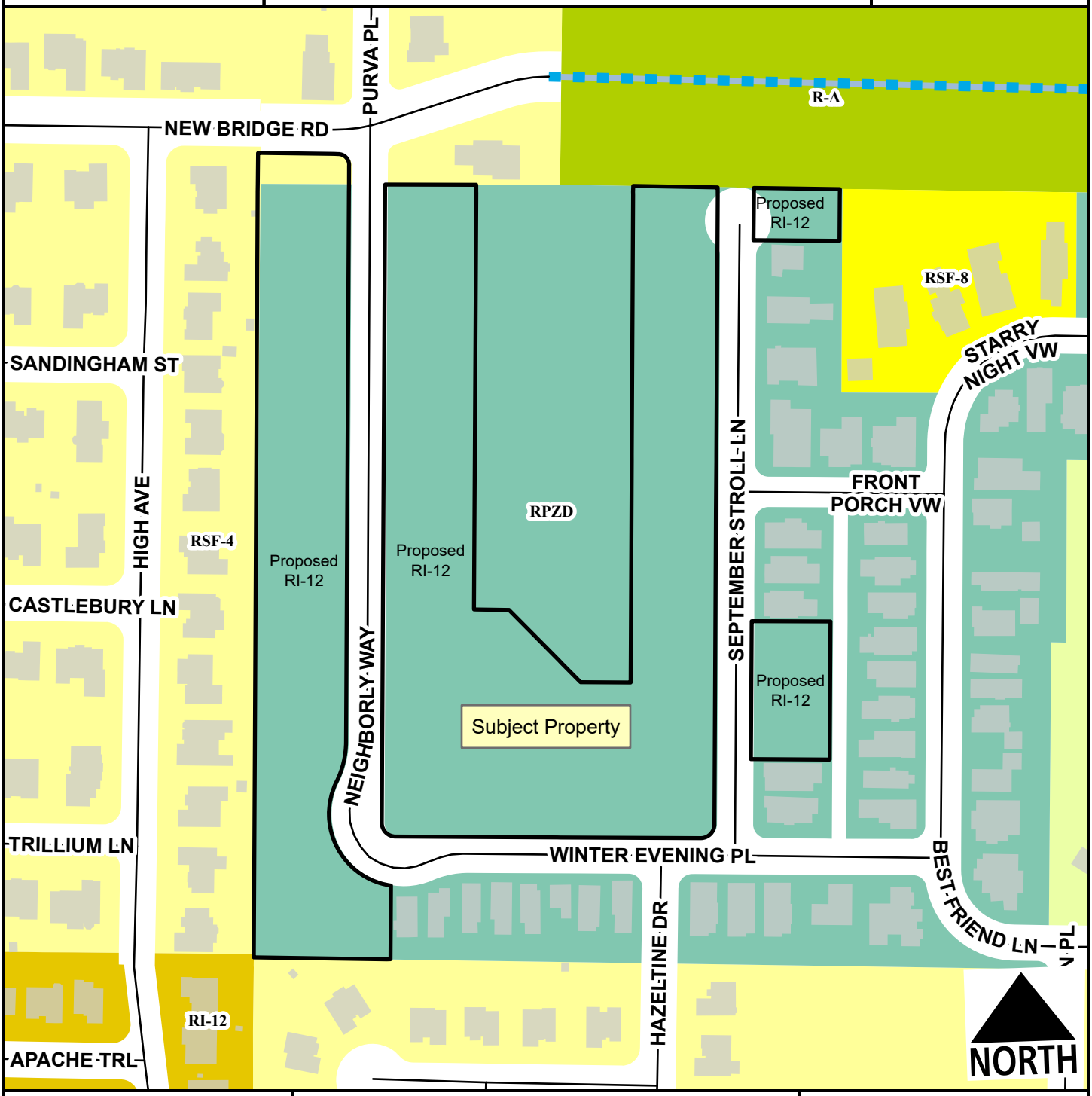
Comments:

RZN-2024-0004

Close Up View

1951 N. NEIGHBORLY WAY

RZN-2024-0004
Exhibit 'A'



Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet
0 75 150 300 450 600
1:2,400

Zone	Current	Proposed
RI-12	0.0	10.3
RPZD	10.0	0.0
RSF-4	0.2	0.0

Total 10.3 ac

OAKBROOKE SUBDIVISION PHASE 1 LEGAL DESCRIPTIONS FOR RE-ZONING:

A PART OF LOTS 1 THROUGH 17 OF OAKBROOKE SUBDIVISION PHASE 1 FILED IN BOOK 23A AT PAGE 376 TO THE CITY OF FAYETTEVILLE, ARKANSAS, AND LOT 25 OF BRIDGEPORT SUBDIVISION FILED IN BOOK 23 AT PAGE 142 TO THE CITY OF FAYETTEVILLE, ARKANSAS , BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16 AND RUNNING ALONG THE WEST LINE THEREOF N02°17'42"E 1069.27' TO THE SOUTHWEST CORNER OF SAID LOT 25 OF BRIDGEPORT SUBDIVISION, THENCE ALONG SAID WEST LINE N02°30'32"E 43.10', THENCE LEAVING SAID WEST LINE S87°17'46"E 101.02' THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS O F235.00' FOR A CHORD BEARING AND DISTANCE OF S86°07'15"E 9.64', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF15.00' FOR A CHORD BEARING AND DISTANCE OF S41°02'02"E 22.34', THENCE S02°17'59"W 796.43' THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00' FOR A CHORD BEARING AND DISTANCE OF S15°24'49"W 56.72', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00' FOR A CHORD BEARING AND DISTANCE OF S25°38'42"E 162.16', THENCE S02°21'16"W 101.98' TO THE SOUTH LINE OF OAKBROOKE SUBDIVISION PHASE 1, THENCE ALONG SAID SOUTH LINE N87°10'10"W 189.08' TO THE POINT OF BEGINNING, CONTAINING 3.34 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND ALSO A PART OF LOTS 80 THROUGH 109 & LOT 110B OF OAKBROOKE SUBDIVISION PHASE 1 FILED IN BOOK 23A AT PAGE 376 TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°17'42"E 1069.27' AND S87°49'32"E 176.17' FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION AND RUNNING ALONG THE NORTH LINE THEREOF S87°51'33"E 126.06'. THENCE LEAVING SAID NORTH LINE S02°18'21"W 587.25', THENCE S87°02'22"E 48.53', THENCE S42°42'10"E 140.72', THENCE S87°42'19"E 69.02', THENCE N02°17'50"E 686.70', THENCE S87°04'54"E 116.99', THENCE S02°17'46"W 881.09', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00' FOR A CHORD BEARING AND DISTANCE OF S47°17'53"W 26.87' TO THE SOUTH LINE OF OAKBROOKE SUBDIVISION PHASE 1, THENCE ALONG SAID SOUTH LINE N87°41'59"W 422.11', THENCE LEAVING SAID SOUTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00' FOR A CHORD BEARING AND DISTANCE OF N42°41'55"W 26.87', THENCE N02°18'10"E 882.60' TO THE POINT OF BEGINNING, CONTAINING 6.32 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND ALSO A PART OF LOTS 67 THROUGH 70 OF OAKBROOKE SUBDIVISION PHASE 1 FILED IN BOOK 23A AT PAGE 376 TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 67 WHICH IS S87°10'10"E 795.13' AND N02°18'16"E 285.08' FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION AND RUNNING THENCE N87°41'44"W 109.00', THENCE N02°18'16"E 190.80', THENCE

S87°41'44"E 109.00', THENCE S02°18'16"W 190.80' TO THE POINT OF BEGINNING, CONTAINING 0.48 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND ALSO A PART OF LOT 79 OF OAKBROOKE SUBDIVISION PHASE 1 FILED IN BOOK 23A AT PAGE 376 TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION AND RUNNING THENCE N02°17'42"E 1069.27', THENCE S87°50'22"E 302.23', THENCE S87°49'21"E 126.19', THENCE S87°09'07"E 90.78', THENCE S87°04'54"E 116.99', THENCE S87°08'29"E 50.05' TO THE TRUE POINT OF BEGINNING AND RUNNING ALONG THE NORTH LINE OF OAKBROOKE SUBDIVISION PHASE 1 S87°08'29"E 119.01', THENCE LEAVING SAID NORTH LINE S02°24'13"W 71.36', THENCE N87°40'32"W 119.00', THENCE N02°23'55"E 72.47' TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Kylee Cole, Planner

MEETING DATE: March 11, 2024 updated w/ meeting results

SUBJECT: **RZN-2024-0004: Rezoning (LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8/OAKBROOKE SUBDIVISION, 361):** Submitted by TRACY HOSKINS for property located at LOTS 1-17; 67-70; AND 79-108 OF OAKBROOKE SUBDIVISION AND LOT 25 OF BRIDGEPORT SUBDIVISION, PHASE 8. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 11.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and NC, Neighborhood Conservation.

RECOMMENDATION:
Staff recommends forwarding **RZN-2024-0004** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0004** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in west Fayetteville approximately 0.15 miles east of Rupple Rd. The property consists of 53 parcels in the Oakbrooke Subdivision and 1 parcel in the Bridgeport Subdivision, totaling approximately 11.67 acres. The lots are undeveloped. Parcels within the Oakbrooke Subdivision received their current zoning with the creation of the Oakbrooke RPZD in 2010 (Ord. 5303). Under the old PZD ordinance, in place when this project was approved, construction permits had to be secured within a specific timeframe. If permits were not obtained, then the development rights were null and void. As a result, the remaining undeveloped lots have no development rights, and a rezone is required. Lot 25 of Bridgeport Subdivision is owned by the same developer and received its zoning in 2003 with the approval of the new city-wide zoning map. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential; Undeveloped	RSF-4, Residential Single-Family – Four Units per Acre; R-A, Residential-Agricultural
South	Single-Family Residential	RSF-4, Residential Single-Family – Four Units per Acre
East	Single-Family Residential	Oakbrooke RPZD; RSF-8, Residential Single-Family, Eight Units per Acre

West	Single-Family Residential	RSF-4, Residential Single-Family – Four Units per Acre

Request: The request is to rezone the subject property from RPZD, Residential Planned Zoning District and RSF-4, Residential Single-Family, Four Units per Acre to RI-12, Residential Intermediate, Twelve Units per Acre and NC, Neighborhood Conservation

Public Comment: To date, staff has received public comment from three neighbors with concerns and questions about the rezoning, one neighbor in opposition, and one inquiry.

INFRASTRUCTURE:

Streets: The subject parcels have frontage along N. Neighborly Way, W. Winter Evening Place, and N. September Stroll Lane, all partially improved Residential Link streets with asphalt paving, curb, gutter, and sidewalk (sidewalk along one side of street). Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing eight-inch water main is present along N. Neighborly Way, W. Winter Evening Place, and N. September Stroll Lane.

Sewer: Public sanitary sewer is available to the subject property. An existing eight-inch sewer main is present along N. Neighborly Way, W. Winter Evening Place, and N. September Stroll Lane.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams or hydric soils are present. Any improvements or requirements for drainage would be determined at the time of development submittal.

Fire: Station 7, located at 835 N. Rupple Rd., protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately three 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 six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of RI-12, Residential Intermediate, Twelve Units per Acre requires **20% minimum canopy preservation.** The current zoning district requires **25% 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 **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 7, 835 N. Rupple Rd.)
- Near Sewer Main (8-inch main, N. Neighborly Way, W. Winter Evening Place, and N. September Stroll Lane)
- Near Water Main (8-inch main, N. Neighborly Way, W. Winter Evening Place, and N. September Stroll Lane.)
- Near City Park (Red Oak Park)
- Near Paved Trail (N. Rupple Rd. Side-Path Trail; Red Oak Park Trail)
- Near Razorback Bus Stop (The Links)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds that the requested rezoning is consistent with the existing development and closely matched to the original RPZD. Approximately half of the neighborhood has been constructed in a new traditional neighborhood style, including rear alleys and homes that typically fall within 14 feet to 25 feet of the ROW. The build-to zone requirements of a form-based district would require homes to be constructed in a similar form. Undeveloped lots range between approximately 47.70 feet to 68.50 feet in width and are generally consistent with the bulk and area requirements of the either the NC or RI-12 zoning districts. As some areas permitted up to four-family dwellings by right in the RPZD, staff recommends that undeveloped parcels (Oakbrooke lots 1-17, 79-108, and Bridgeport lot 25) are zoned RI-12 in order to maintain the opportunity to provide for missing middle housing. Oakbrooke lots 67-70 do not meet the width requirements for RI-12, as they measure approximately 47.70 feet, and the applicant is requesting NC for these lots to make them conforming. Per the RPZD, density could range from a high of 19 units per acre to a low of 6 units per acre depending on dwelling type (up to six attached townhomes permitted in some areas of the RPZD). The requested rezoning a moderate density of 12 units per acre (RI-12) and 10 units per acre (NC).**

Land Use Plan Analysis: **Staff finds that the request is consistent with adopted land use policies and the Future Land Use Map designation. Staff finds that the NC and RI-12 zoning districts substantially align with previously permitted bulk and area requirements as well as land uses and would restore development rights on the undeveloped parcels. The future land use plan encourages "a wide variety of housing types of appropriate**

scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units." The proposed zoning would allow the neighborhood to complete development with a mix of residential uses (Goal 6: To Create Opportunities for Attainable Housing) while maintaining the approximately 3 acre area of tree preservation and common space, aligning with City Goal 5: To Assemble an Enduring Green Network. The affected parcels are between ½ and ¾ of a mile from three Tier Centers: a Tier 2 node located at the S. Crossover Rd. and E. Huntsville Rd. intersection, a Tier 3 node located at the S. Crossover Rd. and E. Peppervine Dr. intersection, and a Tier 3 center located at the E. Huntsville Rd. and S. Happy Hollow Rd. intersection. The affected parcels are approximately ½ of a mile from two Tier 2 centers: one at the N. Rupple Rd. and W. Wedington Dr. intersection, and one at the N. Rupple Rd. and W. Mount Comfort Rd. intersection.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that rezoning the subject property to RI-12 and NC is justified since it contains parcels that do not currently have any development rights due to an expired PZD.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from PZD to RI-12 and NC is unlikely to increase traffic danger or congestion. The proposed rezoning districts are substantially compatible with the existing development patterns and uses permitted under the expired PZD. Lots are platted and infrastructure in place which makes a total redevelopment of the site less likely, reducing the potential for dramatic increases in traffic.**

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 properties will not substantially increase the potential population density or load on public services. The proposed rezoning district is substantially compatible with the existing development patterns and uses permitted under the expired PZD, and existing utility and street infrastructure is present on site. The Fire Department expressed no objections to the proposal. Fayetteville Police Department and Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed

zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0004 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 11, 2024	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: Sparkman		w/ recommendation of approval	
Second: McGetrick			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.11 District RI-12, Residential Intermediate – Twelve Units per Acre
  - §161.29 District NC, Neighborhood Conservation
- Ord. 5303 – Oakbrooke PZD (Abridged)
- Request Letter
- Rezoning Exhibit
- Zoning Comparison Tables
- Public Comment
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre

(A) *Purpose.* The RI-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12

(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) and four (4) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the

building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

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Recorded: 02/10/2010 at 09:43:23 AM
Fee Amt: $45.00 Page 1 of 7
Washington County, AR
Bette Stamps Circuit Clerk
File 2010-00003656

ORDINANCE NO. 5303

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 09-3439, OAKBROOKE PHASE III, LOCATED WITHIN OAKBROOKE PHASE I AND OAKBROOKE PHASE II; CONTAINING APPROXIMATELY 29 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN

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 R-PZD 05-1463 Oakbrooke Phase I and R-PZD 05-1555 Oakbrooke Phase II to R-PZD 09-3439 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

Section 2: That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council; further, that the conditions of approval shall be filed and available for viewing in the office of the City Clerk/Treasurer of the City of Fayetteville.

Section 3: That this ordinance shall take effect and be in full force at such time as all above requirements of the master plan and conditions of approval have been met.

Section 4: 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 19th day of January, 2010.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Conditions of Approval for R-PZD 09-3439 (Oakbrooke Phase III)
Amended by City Council 12-19-09

1. City Council determination of zoning criteria: building area. *The maximum building area for Planning Areas 1-4 shall be 60%.*

2. City Council determination of signage for the PZD. *Wall signs shall be permitted in accordance with the Residential Office zoning district, which allows two 16 sq. ft. wall signs per business, and a maximum size of the one permitted monument sign shall be limited to 50 sq. ft. Projecting signs shall be permitted in accordance with Ch. 174.11.*

3. Use Unit 24, Home Occupations, shall not be permitted as a use by right, but may be permitted as a conditional use in any planning area, subject to Planning Commission approval.

4. Use Unit 41, Accessory Dwellings Units. Accessory dwelling units may only be permitted on lots containing at least 5,000 sq. ft. and are subject to the standards of Chapter 164.19.

5. PA-2. The following design requirements shall be required for Planning Area 2 in addition to the architectural standards presented in the project booklet:

    a. All units shall be detached single-family dwellings.
    b. Maximum height shall be 32'.
    c. As shown on the conceptual site plan, all units shall have a primary entry consisting of a porch, patio or other clearly delineated entry feature oriented to the common open space, or walkway connecting to the common open space. Entry features shall have minimum dimensions of 6'x 6'.
    d. The common open space shall be provided generally as shown, with dimensions of approximately 130' x 130'.
    e. The development shall include a variety of building styles, features, colors and site design elements. The same front façade shall not be permitted more than three times and may not be used adjacent to one another.
    f. At least 300 sq. ft. of private, contiguous open space adjacent to each dwelling unit shall be provided with a minimum dimension of 10'.
    g. No fence shall exceed three feet in height except where the fence is located at least 10' from the front façade of the house.

6. PA-3. A minimum of forty-two (42) detached single-family dwellings and a maximum of thirty-four (34) two-family and three-family townhouses may be permitted in Planning Area 3. Twenty one (21) of the attached units shall be permitted on Lots 53-60, 82-89 and 99-103. The remaining thirteen (13) attached units may be located throughout PA-3 (with the exception of lots 1-10, where no attached units shall be permitted), but an attached dwelling shall be separated from another attached dwelling by a minimum of two single-family detached dwellings.

7. PA-4. Only detached single-family dwelling units shall be permitted on Lot 11-21 and 33-37. Attached housing, in a townhouse form, shall be restricted to Lots 22-26 and 29-32.

8. PA-5. The minimum buildable street frontage along Rupple Rd. shall be increased to 40%.

9. Street improvements. All interior streets have been constructed; however, street improvements, or payment in-lieu of improvements along Rupple Road shall include those determined necessary by the Planning Commission, based upon the actual development proposed. All alleys and common driveways serving more than two dwelling units shall be constructed in compliance with the City's street design standards.

10. The applicant shall dedicate additional right-of-way for Rupple Road and right-of-way for all public alleys at the time of final plat, or large scale development approval.

11. This project is required to obtain all construction and building permits and complete construction of each phase in accordance with the phasing table listed in the project booklet. A one-year extension may be approved for each phase, subject to the criteria in UDC Chapter 166 for extensions.

12. All sidewalks not previously installed shall be constructed in conformance with current City street standards unless otherwise varied by the Planning Commission.

13. All alley widths are subject to approval by the Fayetteville Fire and Solid Waste Divisions and adopted Street Design Standards. Alley construction will be reviewed at the time of development. A minimum of 20' clear of any structure (fence, building, wall, etc.) shall be provided along all alleys utilizing residential trash service to provided adequate room for a trash truck and arm to pick up residential trash carts.

14. All curb-cuts, including driveways, alleys, etc. shall be constructed in compliance with the Access Management Standards. Individual driveway widths shall be determined by Chapter 172.11(H).

15. Vehicles accessing parking spaces and garages off of an alley, or other access point, shall provide sufficient space for a 90-degree turning movement. This typically requires 24'; however, staff will evaluate access at the time of development.

16. Screening between residential and nonresidential developments shall be reviewed at the time of development.

17. A minimum of 5' of greenspace shall be required between all parking lots and adjoining property lines.

18. All common property shall be owned and maintained by the Property Owners Association. Development of these properties shall be limited to accessory type uses, such as gazebos, benches, mail kiosks, picnic tables, sidewalks, gardens, landscaping, etc., subject to approval by the City Planning Division.

19. Parks fees shall be determined at the time of development review. Fees shall be due prior to signing the final plat or building permit approval, depending on the development proposal.

20. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.

21. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet as specified. Additionally, the development shall be held to the "architectural controls" described in the project booklet. Building elevations will be reviewed at the time of building permit. All homes shall be designed with a "front façade" facing onto adjacent public streets, when present. All non-residential buildings or mixed use buildings shall adhere to Commercial Design Standards. All multi-family buildings shall adhere to Urban Residential Design Standards.

22. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

23. The following revisions shall be made to the final booklets and plats:
    a. Plats. Page 3. Complete land use table.
    b. Plats. Page 3. The use table needs to include a subtotal of all planning areas. Additionally, the table needs to correctly list the uses for each planning area and the correct number of lots.
    c. The note in PA-3 stating "no more than 5 units attached" shall be removed. This planning area is limited to single-family dwellings and two and three-family townhouses.
    d. Update PA-3 to reflect City Council determination.

Urban Forester Conditions of Approval:

24. Street trees are required to be planted every 30', except for single-family lots where one tree is required per lot. All trees shall be 2-inch large species.

25. Prior to signing the final plat, a written description of the method(s) and time frame the project will utilize to track development of each single-family lot to ensure the required trees are planted and their longevity of health assured, shall be submitted.

26. A 3-year bond, letter of credit, or check shall be required for all trees planted before signing the final plat, or approving a building permit for a large scale development. A three-year maintenance bond, letter of credit, or check shall be required prior to approval of a final Certificate of Occupancy.

27. Tree canopy required to be preserved shall be placed within a Tree Preservation Easement and dedicated by final plat or easement plat.

28. Before construction plan approval, the landscape plan must be stamped by a licensed landscape architect with the state of Arkansas.

Standard Conditions of Approval:

29. 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).

30. Impact fees for water, sewer, police and fire shall be paid in accordance with City ordinance.

31. Signs indicating the future extension of right-of-way shall be posted at the end of all street stub-outs prior to signing the final plat.

32. 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.

33. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.

34. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.

35. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit. Only one-family and two-family units are exempt from this ordinance.

36. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits
    b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
    c. Separate easement plat for this project that shall include the tree preservation area.
    d. Project Disk with all final revisions
    e. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

ADDITIONAL CONDITION OFFERED BY APPLICANT, ADDED BY CITY COUNCIL:

37. The property owner that submits each planning area for development review shall technically evaluate the feasibility of rain gardens and other alternative stormwater measures for water quality and attenuation where appropriate, and shall submit the associated analyses to the city to review for construction.

Abridged by staff for inclusion in RZN-2024-0004.

Oakbrooke Family (1 thru 7), LLCs
Family Jewels, LLC
Fayetteville, AR
Tracy K. Hoskins – Manager
Fayetteville, AR 72703

Representative
Paradigm Development Enterprises Inc
3155 N College, 201
Fayetteville, AR 72703

OAKBROOKE 3 PLANNED ZONING DISTRICT

NOVEMBER 25, 2009 REVISION 4

Abridged by staff for inclusion in RZN-2024-0004.

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Oakbrooke 3 Planned Zoning District

Ownership / Applicant Information

Family Jewels, LLC
3155 N College, Suite 201
Fayetteville, Arkansas
Tracy K, Hoskins - Manager

Representative

Paradigm Development Enterprises, Inc.
3155 N College, Suite 201
Fayetteville, Arkansas 72703
Tracy K, Hoskins - President

A) Development Information

is a 32+/- acre sustainable community along the west side of Rupple Road, north of Highway 16 west, and south of Mt Comfort Road. Paradigm Development Enterprises, Inc., of Fayetteville will handle the design and development of the revised Oakbrooke project.

It has always been our desire to create an authentic neighborhood of traditional American architecture, offering a variety of housing options to a variety of residents. Larger homes for growing families will be intermingled with more modest homes for those on a tighter budget; younger families; civil servants who protect our families; the teachers who educate our families; and those ready for a more simple way of life, having raised their families. The Oakbrooke community is the first *legitimate* inclusion of "homes within reach" that aren't segregated by class, income level, or social background.

Just as the surrounding developments and as currently permitted, Oakbrooke is primarily a single family residential neighborhood of attached and detached homes. However, Oakbrooke will strive for character which is lacking in many developments. By not using stock plans but specifically designing each home for each Lot, Oakbrooke strives to raise the standard of residential development in the Rupple Road area.

Our goal is to create a sustainable neighborhood of viable housing options that will stand the test of time...

- ✓ Reduce public costs by making more efficient use of infrastructure
- ✓ Protect the environment through reduced land consumption, preservation of on-site environmental features, and reduced automobile travel
- ✓ Increase public safety and welfare through street design that results in slower driver speeds and reduced accidents, injuries and fatalities
- ✓ Foster community through attractive streets and public spaces that create opportunities for encounters and gatherings
- ✓ Promote sustainable development that meets the needs of the present without compromising the ability of future generations to meet their own needs
- ✓ Create a sense of "place" in an **authentic** "community"

B) Scope of Project –

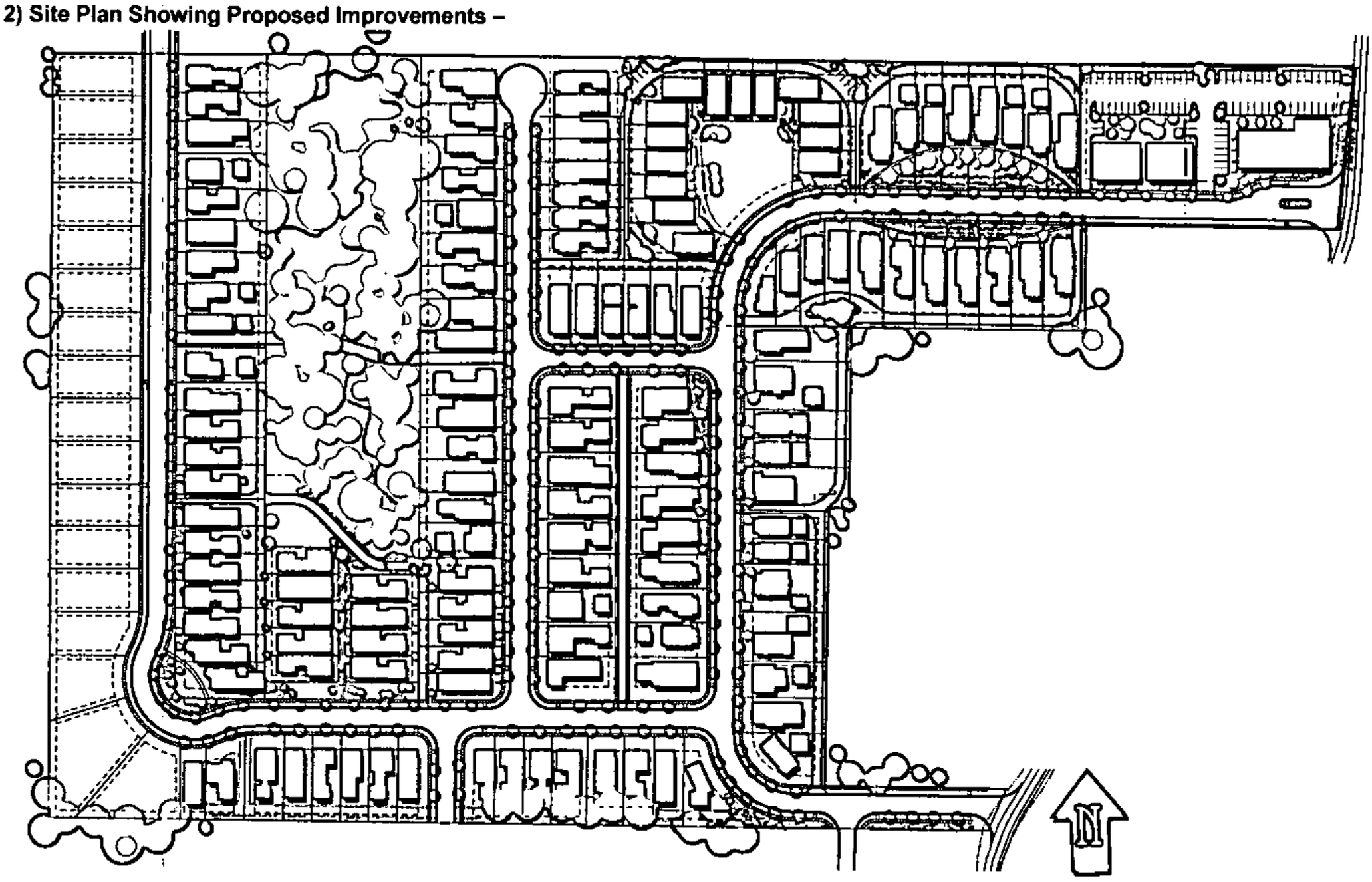
For the most part, Oakbrooke 3 is a redesign of portions of the constructed Oakbrooke Community. Short of the addition of some additional utility services, all necessary infrastructures have been constructed to accommodate the redesign. Revisions to the original PZD will give the opportunity to offer high quality, more "affordable" homes on somewhat smaller Lots including Cottages, Southern Vernacular Homes, and Courtyard or Patio Homes. Larger Lots are adjusted and divided to provide more affordable, more easily maintained, compact Lots, and provide opportunities for additional common and greenspace and highly landscaped elements, public gardens and places for neighbors to gather.

With the proposed redesign, the community store currently located on Lots 52 thru 54 is moved to a more appropriate area along the reconstructed Rupple Road, directly across from The Links apartment and golf course project; and as per the CityPlan 2025, it takes on more of a Mixed Use character. In turn, the homes once slated for this area will be appropriately relocated further away from what will soon become a highly traveled divided arterial road.

C) General Project Concept –

1) Streets - All roads lead home in Oakbrooke. There are no permanent "dead end" streets, and friendly access is given to all areas. Connectivity is supplied to all surrounding developments, both existing and future. The constructed, but temporary cul-de-sac at the north end of September Stroll is a direct connection to future development to the north. Intersections and streets are designed to be as convenient to pedestrians as they are to automobiles. Sidewalks are located on both sides on the street to allow interaction among friends and provide safe passage for children and other pedestrians. Spaces for public gardens and landscaping will be included to create community pride among neighbors and to help establish a sense of "place" and "arrival". Custom signage and lighting will help establish the individual character of Oakbrooke. No additional public streets will need to be constructed.

2) Site Plan Showing Proposed Improvements –



3) Buffer Areas – Oakbrooke is adjoined on three sides by single family homes and apartments; and one side by agricultural land. The current PZD zoning and the requested PZD, Oakbrooke 3 maintains its urban fabric by continuing the single family theme. The mixed use area of the community is moved to a more logical location along Rupple Road; closer to the large multifamily PZD across Rupple. Within the proposed Oakbrooke 3 community, density increases toward the center and at the far northeast area; adjacent to what is currently undeveloped pasture and again, across from The Links apartment project. The perimeter of the project remains at a density very close to that of adjacent developments, only slightly higher than the typical RSF4 zoning; offering a seamless and friendly transition from the higher density core, to the lower density perimeter.

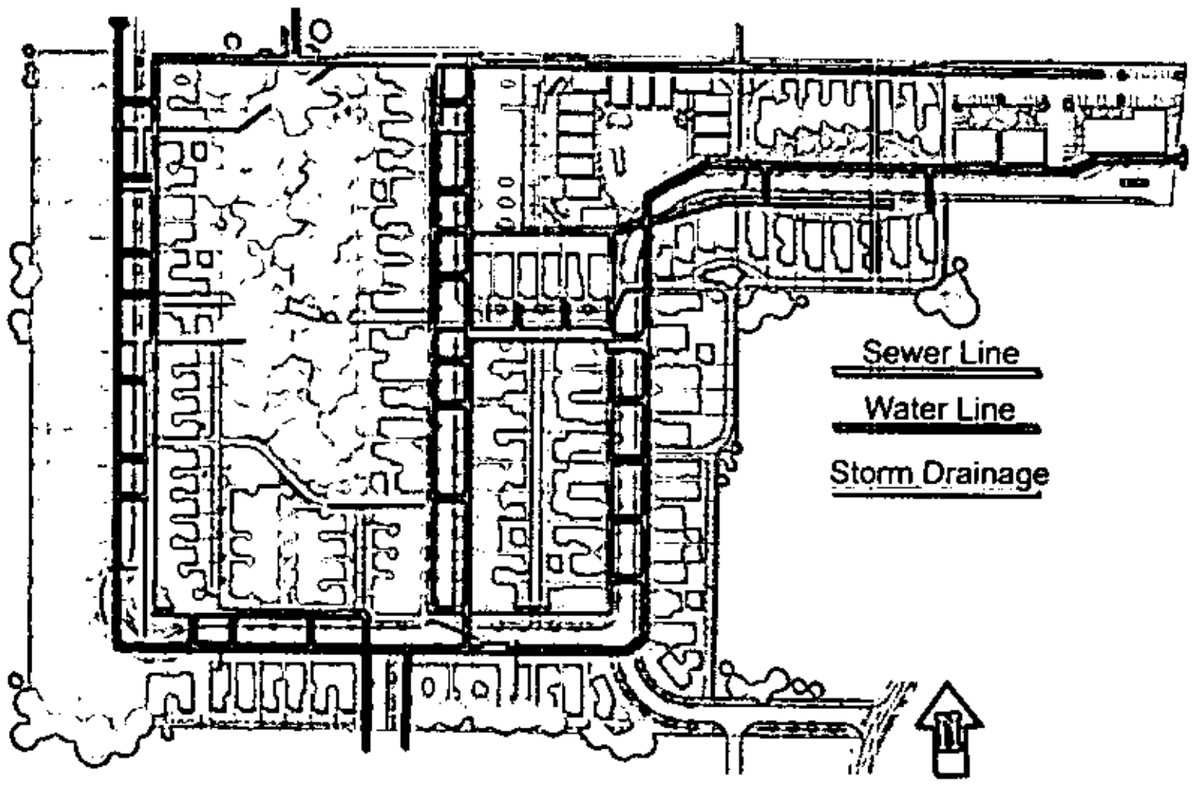
Where practical, garages, some with elevated lofts, are located to the rear of the Lots to move the blank garage door "face" away from the home. Private space is created in the back and side yards by using the garages as screening devices. Existing fence row vegetation will be maintained as much as possible between existing projects and the Oakbrooke community.

4) Natural and Tree Preservation - Maintaining existing trees has been fundamental to the Oakbrooke community. Located at the core of the neighborhood, is a park-like setting of expansive sylvan reserve. Within the boundaries of Oakbrooke 3, all existing trees shall remain. Therefore, no tree mitigation will be required.

5) Detention and Drainage – Adequate underground storm water facilities are currently located throughout the development. Generally, drainage flows north to Clabber Creek through a natural drainage feature located within the previously described open/tree area located at the core of Oakbrooke. If necessary, an existing detention pond will be carefully reshaped and naturally enhanced to provide a detention area that will host a park-like environment for residents, and make a seamless transition into adjacent undeveloped property.

6) Undisturbed Areas - Other than grooming and maintenance of landscaping, and the installation of private driveways, we don't anticipate having to disturb any of the existing area. As this is an existing neighborhood, there are no environmentally sensitive features within the project.

7) Utilities - New utilities have recently been constructed throughout Oakbrooke Phases I and II, in accordance with



OAKBROOKE 3 PLANNED ZONING DISTRICT

the previously approved PZD (R-PZD 05-1463 and 05-1555). These utilities link existing developments and provide connection for undeveloped properties to the north. Other than adjustments of some existing services, a limited number of new service connections (taps) will need to be installed.

8) Development and Architectural Design Standards – The following architectural design standards shall be consistent throughout each planning area of Oakbrooke.

Architectural Ideals - The inspiration behind the Oakbrooke 3 is the desire to create a neighborhood of "old fashioned" character, as opposed to a typical "snout-house" or "McMansion" subdivision. Oakbrooke 3 will offer homes available to a wider range of families from varied social/economic backgrounds. Large family homes will not over-power beginner, or more affordable homes.

The architectural review process is set up to interpret, administer and enforce the guidelines. Since Oakbrooke 3 has been designed with compact building Lots in order to set aside more green space and to make the community more walkable, in addition to unique guidelines, careful design is necessary for a successful project. While "mail-order" or "stock" plans used elsewhere are permitted, it is expected that most homes will require custom designs, most likely will require significant adjustments in order to meet the Oakbrooke guidelines. Each design will be limited to a single use within Oakbrooke. However, a successful plan may be used on more than one Lot if the exterior has been modified sufficiently as to not be mistaken as a duplication of another structure; unless intentionally developed as a community design element as illustrated (left).

In order to allow a mix of scale and style, Oakbrooke has consciously rejected the idea of a pre-designed portfolio of home plans that a buyer must choose from. A variety of design sources will result in a rich organic community of various home styles and sizes, and will result in increased value of all homes.

Oakbrooke 3 homes will take their architectural style from time tested American home design. The Craftsman, Prairie, and American Folk Tudor homes of the early 1900's through the 1950's are used as design prototypes. History will meet technology as well-designed, comfortable elevations house the latest in environmentally friendly building practices, materials and certifications.

The design standards for Oakbrooke 3 are intended to offer a palette of design techniques and materials rather than a prescribed "style". The pre-war houses of Southern United States area in particular are used as inspiration for materials, forms and techniques that have proven to respond well to the unique environmental and cultural characteristics of the region, including large operable windows that recall the time before air conditioning, when the cool summer breezes were drawn into and through the house. Simple roof lines with an expressed hierarchy of steeper primary roofs with shallower pitched ancillary roofs or dormers add to expand the roof volume and to allow windows in upper levels. Restraint should be practiced in the use of complex rooflines, arched windows, and other features that can be seen as showy or gratuitous. Broad overhangs that shed water away from the building and offer summer shading should be incorporated. Oakbrooke 3 encourages the "honest use" of materials and construction techniques. Exterior materials should wrap around the house, rather than be applied only to the front facade for "curb appeal" purposes.

Residences are encouraged to include a functional front porch or stoop that allows an extension of the living space outdoors for the enjoyment of summer breezes and conversations with neighbors. The front porch is an important part of a house in Oakbrooke. The narrower setbacks are intended to define an active "outdoor room" along the public environment known as "the street". The front porch will act as an outdoor foyer that makes a transition from public to private space, and allows residents to converse with pedestrians and neighbors. The front porch should be of functional size and configuration; a minimum of 6 feet deep, to allow circulation and the placement of furniture.

The front of the house should allow activities on the porch to be connected through doors and windows to activities within the house. Living spaces, rather than stairs, bathrooms or bedrooms, should be located adjacent to the porch or the front of the home. Each home should have usable rooms at the front, as opposed to locating gathering rooms to the rear of the structure. This gives the neighborhood "eyes on the street" and creates a safer and friendlier environment.

Homes are located forward on the Lot, or closer to the sidewalk, to create an exterior neighborhood "room" in the street. Smaller side-setbacks and zero Lot line placements of structures help create the exterior public space by decreasing the amount of negative space in the unused side yards. Automobiles are moved from the front of the Lot to the rear. The homes of Oakbrooke say, "People live here; not cars".

- ✓ Materials shall be appropriate for the particular architectural style -
- ✓ Human scale architecture and beautiful surroundings that nourish the human spirit -
  "Human scale architecture" refers to scale, designed to be pleasing to walking pedestrians as opposed to the high speed driver.
- ✓ Buildings are located closer to the street -
- ✓ Sidewalks, trails and street trees are utilized -
- ✓ Building facades are articulated and are not overbearing -
- ✓ Cornice lines and banding at the various floor levels emphasize and define actual interior space -
- ✓ Fenestration patterns, cantilevered balconies, awnings and entrances are inviting, protective, and not foreboding -
- ✓ Traditional Neighborhood Structure -
- ✓ Importance of quality public realm; quality public open space -

9) Building Elevations – Proposed building elevations for each planning area are depicted in section "F) Proposed Zoning and Development Regulations" below.

D) Proposed Development Phasing -

Oakbrooke 3 is planned in five phases to be constructed over a seven year period. All required permits necessary to complete the construction will be obtained within five years from City Council approval of the PZD. Anticipated timing for construction of public improvements for each phase is as follows...

- PA 1 - All permits necessary to complete construction will be obtained within one year from City Council approval. Final Plat approval shall be obtained within two years of Preliminary Plat approval.
- PA 2 - All permits necessary to complete construction will be obtained within two years from City Council approval. Final Plat approval shall be obtained within three years of Preliminary Plat approval.
- PA 3 - All permits necessary to complete construction will be obtained within three years from City Council approval. Final Plat approval shall be obtained within five years of Preliminary Plat approval.*
- PA 4 - All permits necessary to complete construction will be obtained within four years from City Council approval. Final Plat approval shall be obtained within five years of Preliminary Plat approval.
- PA 5 - All permits necessary to complete construction will be obtained within four years from City Council approval. Certificate of Occupancy shall be obtained within two years of the building permit approval**

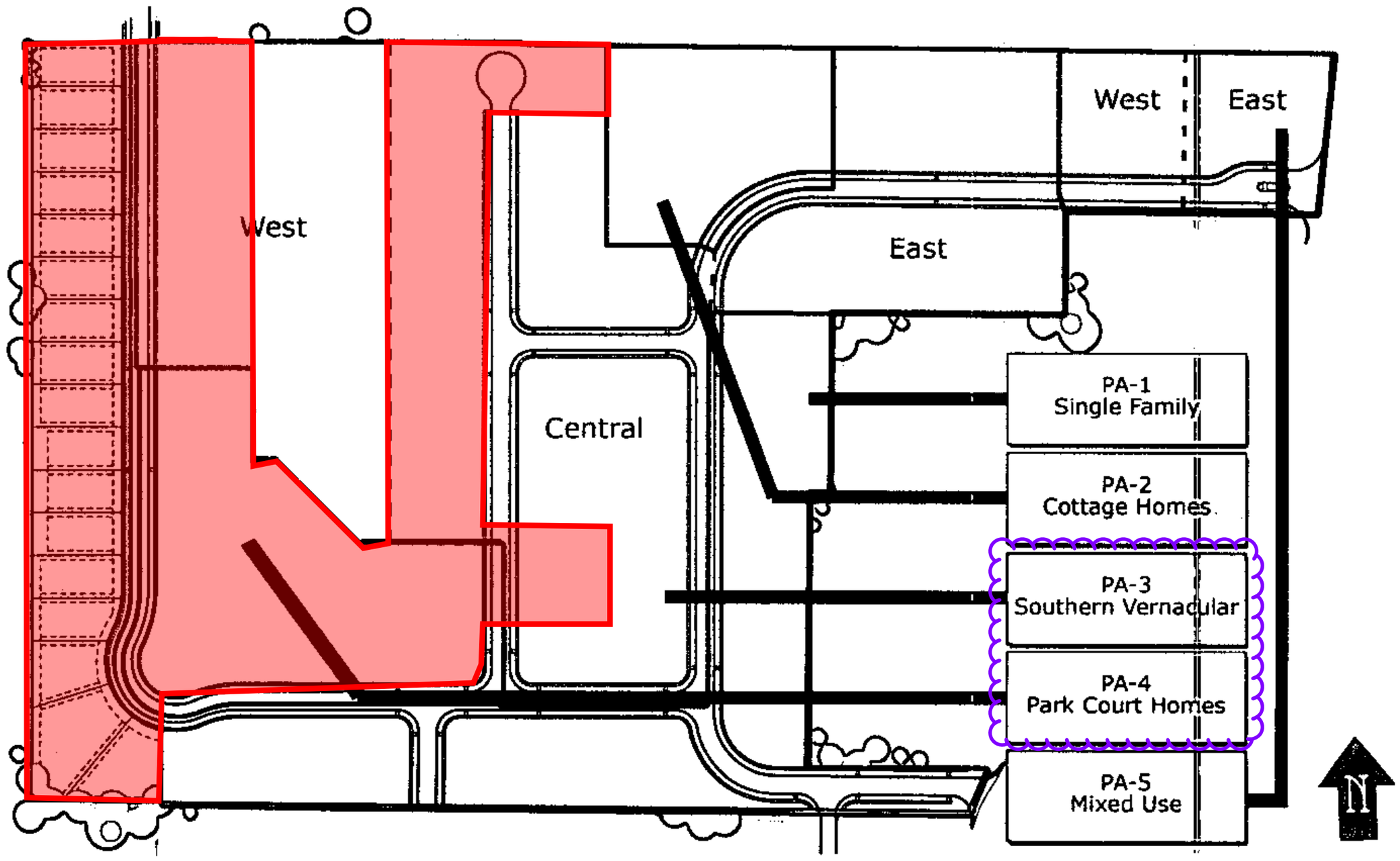
* PA3, which the largest of the PAs is divided into three areas; East, Central and West. Due to the size of PA3, in effort to minimize costs and condense construction areas, PA3 could be submitted in three individual Preliminary Plats.

** PA5 will likely be constructed as Large Scale Developments. As we do not expect construction of both areas to occur simultaneously, PA5 is made up of two areas which are designated Mixed Use East and Mixed Use West.

E) Proposed Planning Areas -

Oakbrooke 3 offers several types of residential living, home-based business, neighborhood shopping and eating places (though limited), and open/botanical areas, as depicted on sheet 2, the "Conceptual Site Plan". The community will offer Single Family Residential (attached and detached), Cottage Homes, and Southern Vernacular Homes, along with Neighborhood Mixed Use.

Proposed Planning Areas -



OAKBROOKE 3 PLANNED ZONING DISTRICT

F) Proposed Zoning and Development Standards -

Architectural Control - No ranch, contemporary, modern, a-frame, log, or gambrel style structures will be permitted. Oakbrooke is considered to be a traditional Americana community with an emphasis on TRADITIONAL AMERICAN STYLING. All floor plans, elevations, specifications, plot-plan showing the orientation of any structure, driveway and sidewalks, contractor, and proposed materials and colors must be submitted and approved by Tracy Hoskins representative, Oakbrooke Architectural Committee (OARC), prior to starting construction. Once construction commences, revisions are discouraged, and must be approved by the OARC. The OARC will keep in its file the original plans and specs as reference material. Post certificate of occupancy; any modification to the exterior of the home must be approved by the OARC, including but not limited to any color, hardware, lighting, or cladding changes.

As required by the PZD ordinance, Use Units 9, 10, and 26 are incorporated within planning areas 2, 3 and 4 for the purpose of permitting the construction of Townhouses as defined in Chapter 151 of the UDC –

> *Townhouse (Zoning) - Two or more single-family dwelling units constructed in a series of attached units with property lines separating each unit.*

Townhouse Lots shall be subject to the regulations of Chapters 151, 164, and 166 of the UDC. No "duplexes" or "triplexes" are proposed. Further, other than within the boundaries of PA5 (Mixed-Use), no multifamily is proposed.

Though each planning area is unique in form and types of housing, they maintain very similar development regulations. Each home will have a private Lot for personal exterior space. Front setbacks are typically delineated within a "build to zone". However, for those Lots fronting a public street, it is the intent for the front of the structure to be set at 14 ft. from the front property line wherever it is practical to do so. For side setbacks, a "Zero Lot Line" regulation is incorporated. The purpose for zero side setbacks is to allow the structure to be shifted to one side of the Lot, thereby creating more usable exterior space within the side and rear yards, as opposed to dividing the side yard into two narrow strips down both sides of the structure as is typical, which are unusable for any practical purpose and often become storage areas. 10 ft. of separation must be maintained between homes; therefore orientation of each home is monitored as to not eventually create an unbuildable Lot. Garage structures which are not attached to or incorporated into the primary structure are not subject to separation requirements and may share a common wall with their neighbor, however, appropriate fire protection (separation) or firewall must be incorporated into the structure.

Parking - Each dwelling shall incorporate parking for a minimum of two (2) cars. Garage openings may face a public or private street. However, they should be accessed from the rear or side where practical. Where space permits; garages should be detached and located to the rear of the Lot, as close to the rear property setback as possible. Under special conditions, this covenant may be modified by the OARC.

Yard Space Restrictions and Building Locations - The most forward point on the front of the house, inclusive of porches, shall be constructed at the property's front building setback line. Under special conditions, this covenant may be modified by the OARC.

Roofs - All structures must use tile, wood shake, architectural metal or 20-year composition architectural shingles, and must have a minimum of a 4/12 pitch. Any roof less than a 4/12 pitch, and metal roofing must be approved by the OARC.

Exteriors - The foundations must be constructed of substantial materials such as brick or stone. Concrete block foundations should be veneered with brick, stone, or dressed with landscaping. Exteriors of all structures should be wood or concrete board siding, brick or stone, or other natural materials. Incorporation of recycled materials is strongly encouraged. All chimneys should be brick, stone, or stucco. No vinyl or metal (excluding gutters, downspouts, roof edging or trim), will be permitted. Exterior Insulation and Finish Systems (EIFS) may be used only with specific prior approval of the OARC. Though vinyl windows are permitted, the OARC encourages the use of wood type windows. Finish floor elevation must be a minimum of eighteen inches (18") above finished grade at the front of the structure, exclusive of garages.

Yards and Landscaping - All yards shall be fully seeded and strawed, or sodded within sixty (60) days of a Certificate of Occupancy being issued by the City of Fayetteville. In effort to promote year-round green lawns, Fescue Plus or similar grass is encouraged; while Bermuda grass is discouraged, and must be specifically approved by the OARC. All dwellings shall be landscaped with a landscaping package that is appropriate in design and color for the design of the dwelling. Each Lot shall have a minimum of one "street tree" located on center between the back of curb and the public sidewalk. The OARC shall determine the species of all street trees.

Common and Garden Areas – There will be various Common Areas, Pocket Parks, and Botanical Gardens throughout the Oakbrooke Community. These areas will boast highly landscaped gardens, lawns, and features such as Gazebos and possibly mail kiosks. Some of these areas will be owned by the Oakbrooke Property Owners Association (OPOA), while others will be in the form of dedicated Landscape Easements located on private Lots. In either case, these areas shall be maintained by the OPOA and under the direction of the OARC.

Lot Maintenance - All Lots shall be kept in a sanitary and attractive condition, and the Owner or occupant shall keep weeds controlled and grass thereon cut and neatly maintained. In no event shall any Lot be used for storage of material or equipment except for normal residential purposes (except for during construction of residences or other structures.) Construction sites shall be kept neat, safe, and clear of debris at all times. Construction materials should be kept to the rear of the Lots, obstructed from view, whenever possible. No burning of garbage, trash, or refuse is allowed (except for during construction of residences or other structures as permitted).

Sight Distances at Intersections - No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

Visual Screening - All clotheslines, equipment, garbage cans, woodpiles, refuse containers, storage piles, and household projects such as equipment repair shall be screened by fencing, so as to conceal them from view of neighboring Lots or streets. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the Lots and not allowed to accumulate thereon.

Temporary Structures - No trailer, tent, shack, garage, barn, recreational vehicle, mobile home, or other outbuilding shall be placed, constructed, erected or allowed to remain on a Lot if it is being used for human habitation either temporarily or permanently. *This regulation excludes temporary Lemonade Stands, which are HIGHLY encouraged.*

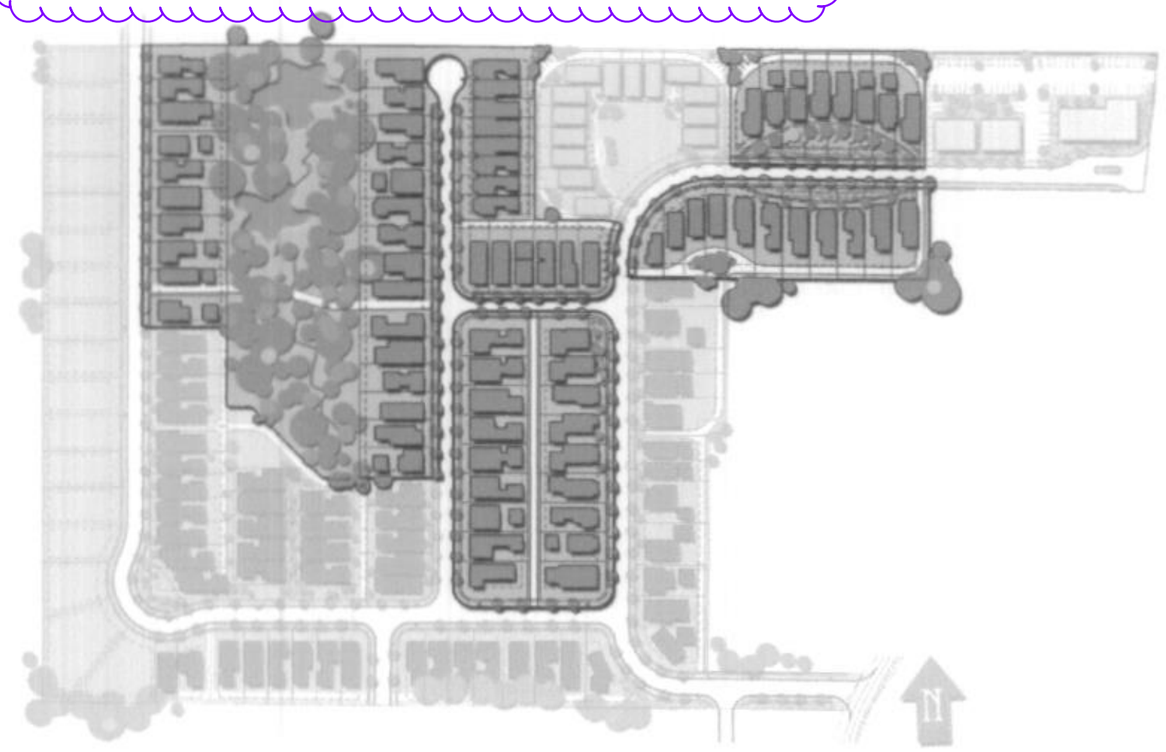
Storage Buildings - No detached outbuildings may be constructed without prior written consent of the OARC. If consent is granted, detached storage buildings may only be placed to the rear of the house, no closer to side Lot lines than the sides of the primary structure. All storage buildings shall use same roof and wall materials as used on the house and be of similar design.

Fencing - Fencing of front yard is prohibited, other than decorative fences or landscape walls. Front fences shall not to exceed forty-two inches above finished grade. Chain link or wire fencing shall be permitted only with prior approval from the OARC. All chain link or wire fencing must be screened by landscaping when visible from any street. All wood privacy fences shall have the good side turned toward the outside of the Lot. That is; the framework that supports the fence is to be facing inward toward the back yard. No privacy fencing shall exceed six feet in height. Any fencing, walls, or landscape walls located between the street and structure must be constructed of brick, stone, iron, or wood (picket type); complementary of the structure, and must be approved by the OARC.

Heating and Cooling Devices - No structure on any Lot shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from the street or adjoining Lots, or adjoining land owners. This restriction does not apply during the construction of the structure.

Mailboxes - Mailboxes will be installed upon each property. The particular design shall be designated by the OARC.

Planning Area 3 – Southern Vernacular Homes



The Southern Vernacular Home planning area is designed to permit and encourage the developing of single family detached and attached homes in a more regimented row house pattern. Each home will have a private Lot for personal exterior space and will front a public street. Front setbacks are delineated within a "build to zone" of 0 ft to 25 ft. However, for those Lots fronting a public street, it is the intent for the front of the structure to be set at 14 ft. from the front property line wherever it is practical to do so. Rear access is not provided to those Lots where significant tree removal would be necessary in order to provide a rear drive configuration.

Images Appropriate for PA3

PA3 - Southern Vernacular Homes

(a) Permitted uses.

Unit 1 City-wide uses by right
Unit 8 Single-family dwelling

Townhomes (no more than 3 units attached) -
Restricted to Lots 53-66, 82-89 and ...
Unit 9 Two-family dwellings
Restricted to townhouses, no more than one unit per lot
Unit 10 Three-family dwellings
Restricted to townhouses, no more than one unit per lot
Unit 41 Accessory Dwelling
In accordance with 164.19 of the UDC

(b) Conditional uses.

Unit 2 City-wide uses by cond. use permit
Unit 4 Cultural and recreational facilities
Unit 24 Home occupations

(c) Density.

Acreage	- 15.63 Acres
Number of dwelling units	- 76 Units
Density per acre	- 4.86 Max.

Bulk and area regulations

(d) Lot width minimum per dwelling. *(ft)*

Single family	- 32 ft
Townhomes	- 24 ft
All Other Uses	- None

(e) Lot area minimum per dwelling. *(sq. ft.)*

Single-family	- 3700 sf
Townhomes	- 2700 sf
Other Uses	- None

(f) Land area per dwelling unit. *(sq. ft.)*

Single-family	- 3700 sf
Townhomes	- 2700 sf
Other Uses	- None

(g) Setback requirements. *(ft)*

Front	Side	Rear
0 ft to 25 ft*	10 ft**	10 ft

*The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 14 ft. from the front property line.

**Detached structures may be located at the side property line, or "Zero Lot Line" side setback. 10' minimum distance between detached homes. Does not apply to garages which are detached from the primary structure.

(h) Height regulations - - 45 ft

(i) Building area - - 65%

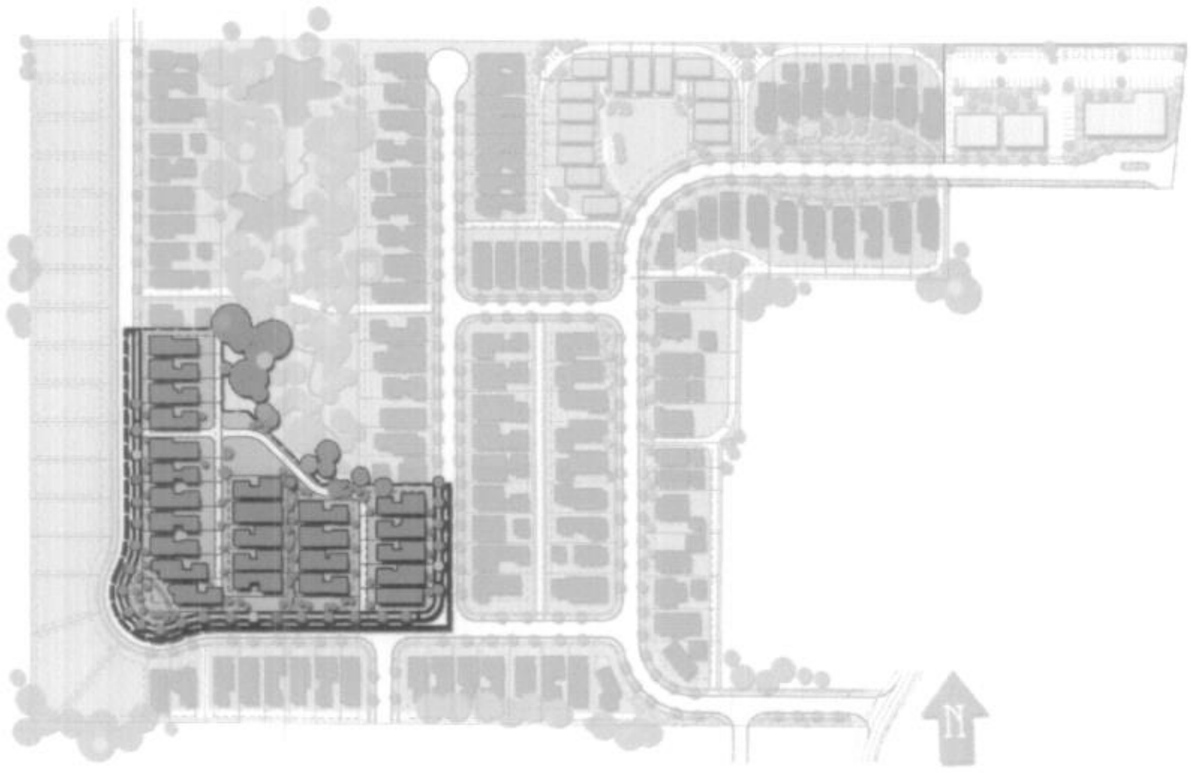
Site Planning

(j) Landscaping - Per Chapter 177 of the UDC

(k) Parking. - Per Chapter 172 of the UDC

(l) Architectural Design Standards -
Refer to section C (8) of this booklet.

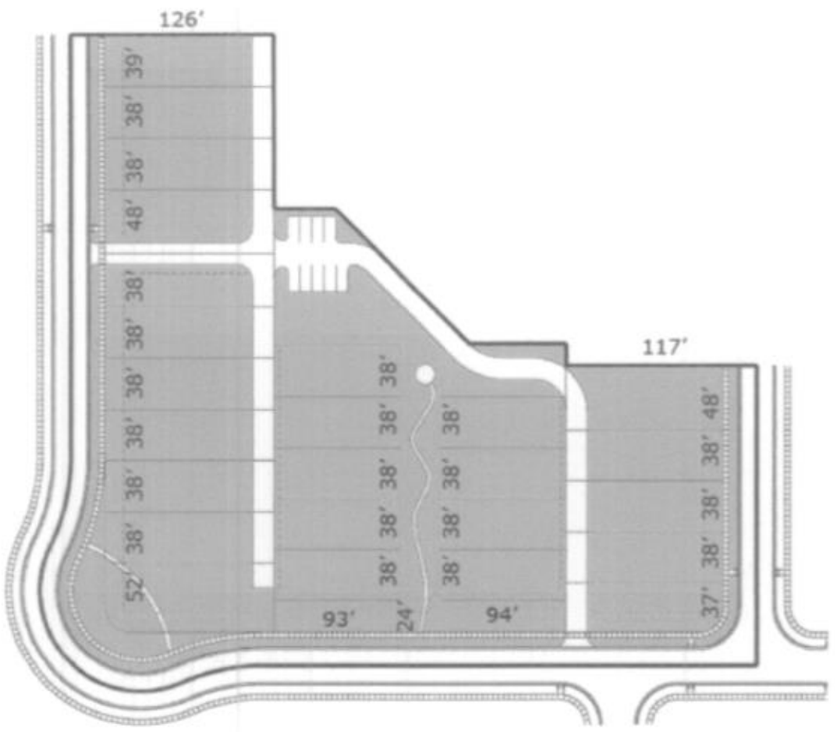
(m) Signage -
As may be allowed for home occupations or per Chapter 174 of the UDC



Planning Area 4 – Park Court Homes

The Park Court Home planning area is the most unique of the residential planning areas, incorporating detached housing along the public streets and the opportunity for attached housing of unique design within the interior of the PA..

Lots fronting the central gardens at the center of the planning area are expected to be attached housing with a zero front setback. Lots fronting the public streets will provide a smooth transition between the attached to the less dense areas across the streets and along the perimeter of Oakbrooke.


126'
39'
38'
38'
48'
38'
38'
38

Images Appropriate for PA4

Attached Homes – Interior

Detached Home – Street Front

G) Zoning Comparison Chart

	Existing Zoning	Proposed Zoning					
	Phases I and II	PA-1	PA-2	PA-3	PA-4	PA-5	Unchanged
	32.39 acres	5.41ac	1.86 ac	15.63 ac	3.80 ac	1.92 ac	3.77ac
(B) Uses							
(1) Permitted uses.							
Unit 1 City-wide uses by right	Lots 1-109	√	√	√	√	√	√
Unit 4 Cultural and recreational facilities	Lots 1-28, 52-54, 65-73, and 80-109					√	√
Unit 8 Single-family dwelling	Lots 1-109	√	√	√	√	√	√
Unit 9 Two-family dwellings (Townhomes)	Lots 56-73			√	√	√	
Unit 10 Three-family dwellings (Townhomes)	Lots 56-73			√	√	√	
Unit 12 Offices, studios & related services						√	
Unit 13 Eating places						√	
Unit 15 Neighborhood shopping						√	
Unit 24 Home occupations	Lots 1-109					√	√
Unit 25 Professional offices						√	
Unit 26 Multi-family (Townhomes, except PA5)					√	√	
Unit 41 Accessory Dwelling *In accordance with 164.19 of the UDC*		√	√	√	√	√	
(2) Conditional uses.							
Unit 2 City-wide uses by cond. use permit	Lots 1-109	√	√	√	√	√	√
Unit 4 Cultural and recreational facilities	Currently use by right	√	√	√	√		
Unit 24 Home occupations	Lots 1-109	√	√	√	√	√	
(C) Density *(max. dwelling units per acre)*							
All Dwellings	3.4	5.2	7.6	4.86	6.58	16.2	4.6
(D) Bulk and area regulations							
(1) Lot width minimum per dwelling. (ft.)		PA-1	PA-2	PA-3	PA-4	PA-5	Unchanged
Single family	47	35	34	32	38	34	47
Townhome *(Restrictions on max. # of attached units)*	47 - Lots 56-73						
Two-family or more	47 - Lots 56-73		24	24	24	24	
All Other Uses	61 - Lots 52-54	none	none	none	none	n/a	
(2) Lot area minimum per dwellind. (sq. ft.)							
Single-family	5000	3500	3400	3700	3500	3400	5000
Two-family or more	5000		2400	2700	2250	2400	5000
Other Uses	12000 - Lots 52-54	none	none	none	none	n/a	none
(3) Land area per dwelling unit (sq. ft.)							
Single-family	Varies	3500	3200	3700	3500	3400	Varies
Two-family	5000		2200	2700	2250	2400	5000
Three-family or more	5000		2200	2700	2250	2400	
No bedroom						1000	
One bedroom						1000	
Two or more bedrooms						1200	
Other Uses	12000 - Lots 52-54	none	none	none	none	n/a	
(E) Setback requirements *(ft)*		PA-1	PA-2	PA-3	PA-4	PA-5	Unchanged
All uses within — Front	14*	0-25*	0-25*	0-25*	0-25*	0-50*	14*
All uses within — Side	12**	10**	10**	10**	10**	0	12**
All uses within — Rear	10	16	10	10	2-20	10	10
(F) Height regulations - *(exclusive of basements) (ft.)*	56.5	45	45	45	45	60	56.5
(G) Building area PAs 1 thru 4 - # Minimum buildable street front -	60%lots 29-55, 74-79; 95%Lots 56-63	65%	70%	65%	70%	# 40%-50%	No Change
(H) Maximum Dwelling Units -	109	28	14	76	25	31	17
(I) Maximum Intensity Non-residential - (sq.ft.)						12000	

*The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 50 ft. from the front property line.

**Detached structures may be located at the side property line, or "Zero Lot Line" side setback. 10' minimum distance between detached homes. Does not apply to garages which are detached from the primary structure.

OAKBROOKE 3 PLANNED ZONING DISTRICT

City of Fayetteville Planning Commission and City Council -

This rezoning request is submitted in cooperation of the remaining Oakbrooke PZD property owners and City of Fayetteville Planning Department.
In Staff's continued effort to clean up old PZDs, which have been troublesome over the years due to unclear regulations and various changes over the years, this request is to rezone the remaining properties within all Oakbrooke PZDs to a modern zoning which was not available at the time of the Oakbrooke PZD approval. Per Staff's recommendation, we are requesting the properties be rezoned to RI-12, under which development regulations are nearly identical to the approved conditions and development intent of the original Oakbrooke PZDs and subsequent construction of the Oakbrooke Community.

Tracy K Hoskins - President
Paradigm Development Enterprises, Inc.

Exhibit: Proposed Rezone

Exhibit: Zoning Comparison Tables

Current Zoning – RSF-4				**Proposed Zoning – RI-12**			
Lot width min.	SF	2F		**Lot width min.**	SF	2F	3-4F
	70	80			50	50	90
Lot area min. [per dwelling unit]	8000	6000		**Lot area min. [total]**	5000	7260	10890
Setbacks	F	S	R	**Setbacks**	F	S	R
	15	5	15		BTZ 0-25	5	5
Height	3			**Height**	2/3*		
Building Area	40			**Building Area**	50%		
Min. Buildable Street Frontage	N/A			**Min. Buildable Street Frontage**	50%		
Density	SF	2F		**Density**	12/ac.		
	4/ac.	7/ac.					

Current Zoning – PA 3 of PZD				**Proposed Zoning – RI-12**			
Lot width min.	SF	2-3F		**Lot width min.**	SF	2F	3-4F
	32	21			50	50	90
Lot area min. [per dwelling unit]	3700	2700		**Lot area min. [total]**	5000	7260	10890
Setbacks	F	S	R	**Setbacks**	F	S	R
	BTZ 0-25	10**	10		BTZ 0-25	5	5
Height	45’			**Height**	2/3*		
Building Area	65%			**Building Area**	50%		
Min. Buildable Street Frontage	N/A			**Min. Buildable Street Frontage**	50%		
Density	4.86/ac.			**Density**	12/ac.		

Current Zoning – PA 4 of PZD				Proposed Zoning – RI-12			
Lot width min.	SF	2-6*F		**Lot width min.**	SF	2F	3-4F
	38	24			50	50	90
Lot area min. [per dwelling unit]	3500	2250		**Lot area min. [total]**	5000	7260	10890
Setbacks	F	S	R	**Setbacks**	F	S	R
Fronting: Street	BTZ 0-25	10**	20		BTZ 0-25	5	5
Fronting: Garden	0	10**	2				
Height	45’			**Height**	2/3*		
Building Area	65%			**Building Area**	50%		
Min. Buildable Street Frontage	N/A			**Min. Buildable Street Frontage**	50%		
Density	4.86/ac.			**Density**	12/ac.		

*Up to six attached units permitted.

Current Zoning – PA 3 of PZD				Proposed Zoning – NC			
Lot width min.	SF	2-3F		**Lot width min.**	ALL		
	32	21			40		
Lot area min. [per dwelling unit]	3700	2700		**Lot area min. [total]**	4000		
Setbacks	F	S	R	**Setbacks**	F	S	R
	BTZ 0-25	10**	10		BTZ 0-25	5	5
Height	45’			**Height**	2/3*		
Building Area	65%			**Building Area**	50%		
Min. Buildable Street Frontage	N/A			**Min. Buildable Street Frontage**	50%		
Density	4.86/ac.			**Density**	10/ac.		

**Detached structures may be located at the side property line, or “Zero Lot Line” side setback. 10’ minimum distance between detached homes. Does not apply to garages which are detached from the primary structure.

RZN-2024-0004 Public Comment Summary

February 29, 2024 – Received call from Daniel Golden. He was upset about the rezone and assumed the rezone was to permit the construction of MFDs or townhomes. He has concerns about the potential impacts on his property value.

March 1, 2024 – Received email from Allison Bell. She wanted additional information about the requested rezoning. I replied with application information and addressed her specific questions directly.

March 4, 2024 – Received call from Karen Tyler. She said several neighbors were concerned about the rezoning and wanted more information. They want to meet in person so we scheduled a meeting for today at 11:00 am. At the meeting I provided the neighbors with information about the request, use changes, and bulk/area changes. I informed them of ways to attend the meeting and submit public comments in writing or at the meeting.

Hevrdejs, Kylee

From: Allison Bell <allisonwhitneybell@gmail.com>
Sent: Friday, March 1, 2024 1:43 PM
To: Hevrdejs, Kylee
Subject: Oakbrooke subdivision rezoning

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.

Kylee,
Good afternoon. I received a letter concerning the Oakbrooke subdivision rezoning. I have Mr. Hoskins letter to the City of Fayetteville Planning Commission and City Council. He mentions the current zoning (R-PZD residential) has been troublesome over the years. Do you have any examples of what has been troublesome? Also, will duplexes, apartments or any other multi-family dwellings be allowed in the new zoning? If Mr. Hoskins decides to sell the property, will the new zoning be held to the same single family home standard? Can you tell me exactly which street the acreage is off of?

If Mr. Hoskins provides the planning commission any other information prior to the March 11th meeting, can you provide that to me as well? Unfortunately, residents are at a disadvantage when they attend meetings because we don't have all of the information.

Thank you in advance for your response,
Allison Bell

Hevrdejs, Kylee

From: Hopkins, Mirinda
Sent: Friday, March 8, 2024 12:44 PM
To: Cole, Kylee
Subject: FW: RZN-2024-0004

Yours

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267
Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

From: David Criswell <david.t.criswell@gmail.com>
Sent: Friday, March 8, 2024 12:39 PM
To: Hopkins, Mirinda <mhopkins@fayetteville-ar.gov>
Cc: Planning Shared <planning@fayetteville-ar.gov>
Subject: Re: RZN-2024-0004

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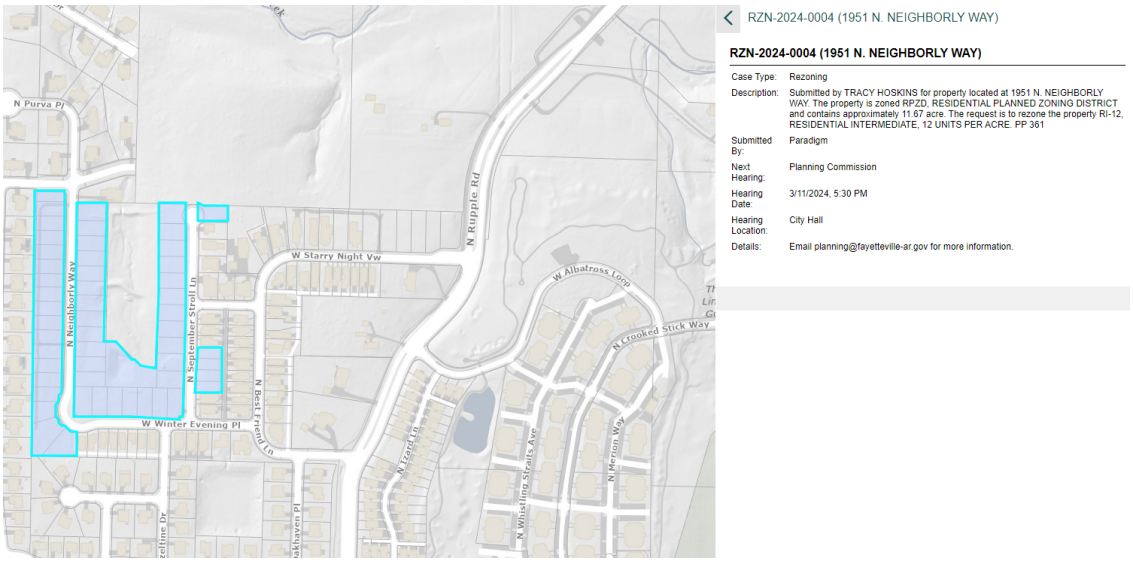
Miranda,
Thanks for reaching out. Is the image below from the City's website the correct location for RZN-2024-0004? It appears to be about a half-mile away from the intersection I referenced (about a 10-minute walk). If that's the right spot, I sure consider it close by and of great benefit to provide increased housing options in this area.



Cheers,
David Criswell

On Fri, Mar 8, 2024 at 11:58 AM Hopkins, Mirinda <mhopkins@fayetteville-ar.gov> wrote:

> David, RZN-2024-0004 isn't that close to Mount Comfort so we are not clear if you meant to comment on that item or another one that we have in review (like PZD-2024-0001 or RZN-2024-0008). RZN-2024-0004 is a rezoning associated with the Oakbrooke Subdivision which is farther south on Rupple, PZD-2024-0001 is associated with a large new residential subdivision just northeast of Rupple and Mount Comfort, and RZN-2024-0008 is associated with a small rezoning just northwest of Salem and Mount Comfort.
>
> Please confirm, and I will forward your comments to the planner assigned to that project.
>
> Thank you
>
> Mirinda Hopkins
>
> Development Coordinator
>
> Planning Division
>
> City of Fayetteville
>
> 479-575-8267
>
> Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

From: David Criswell <david.t.criswell@gmail.com>
Sent: Friday, March 8, 2024 10:56 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2024-0004

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.

Hello,

As a Ward 4 resident, I look forward to increased walkable amenities at and near the Rupple Rd & Mount Comfort Rd intersection as supported by City Plan 2040. Given this neighborhood's proximity to this area and our City's need for missing middle housing, I support the rezone request for RZN-2024-0004.

Cheers,

David Criswell

Hevrdejs, Kylee

From: Planning Shared
Sent: Friday, March 8, 2024 1:04 PM
To: Masters, Jessica; Cole, Kylee; Harrison, Gretchen
Subject: FW: Rezoning and CUPs

This one is for everyone.

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267
Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

From: DeLani B <d.r.bartlette@gmail.com>
Sent: Friday, March 8, 2024 12:17 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Rezoning and CUPs

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,

I am writing to express support for the proposed rezonings RZN-2024-0004, RZN-2024-0005, and RZN-2024-0008. I think these will help move us toward more housing options and the gentle density that we need.

And while I understand the reservations about the rezoning of RZN-2024-0006 on W. Wedington, I hope that you will find a comparable rezone for it so that it could support light retail and other non-residential uses, so as to better serve the residents of that neighborhood, which otherwise seems extremely car-dependent.

I also support CUP-2024-0005. This would definitely help increase our housing stock, which we desperately need.

And I support CUP-2024-0004 as well. I think that we should do whatever we can to allow people to live in a variety of dwellings - including RVs - as long as they are kept

clean and in compliance with safety codes. This is not only for the safety of those residents and their neighbors, but also from a basic human dignity perspective.

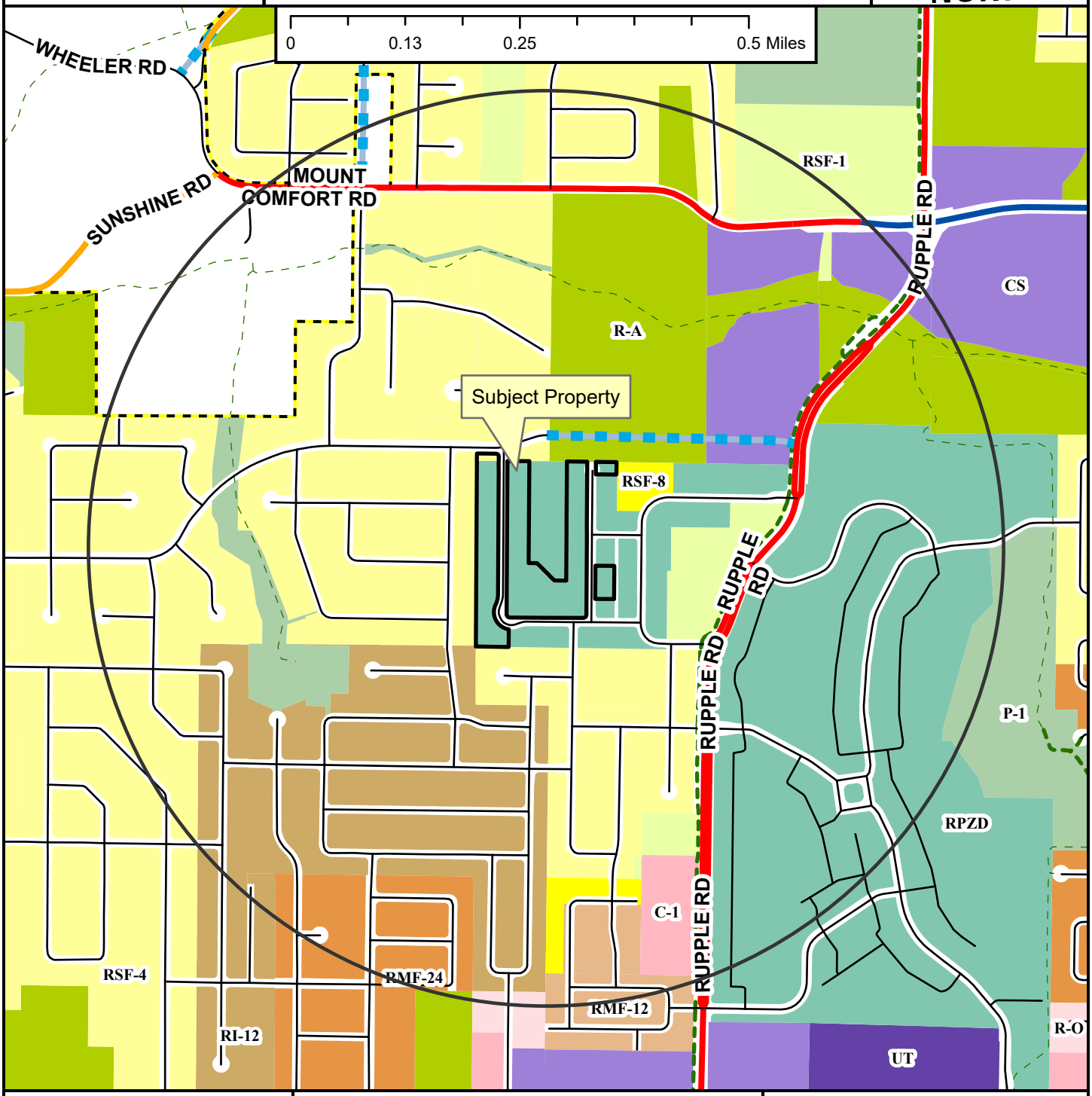
Thank you so much for all your work on these and all the other projects. I hope that these changes you are leading will help move Fayetteville in the direction of progress.
DeLani Bartlette
president and founder, Fayetteville Strong

RZN-2024-0004

One Mile View

1951 N. NEIGHBORLY WAY

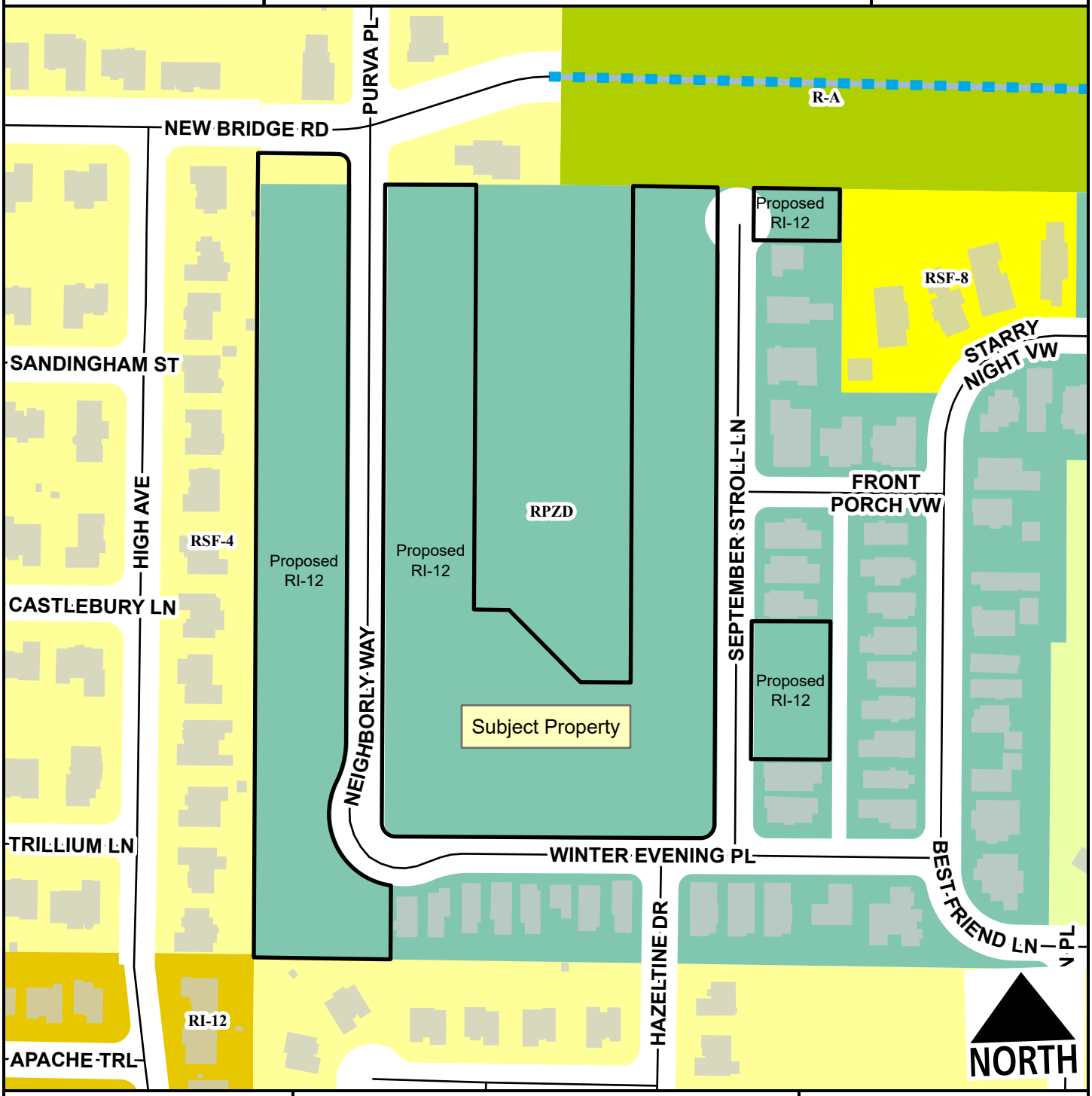
NORTH



RZN-2024-0004

Close Up View

1951 N. NEIGHBORLY WAY



Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-12	0.0	10.3
RPZD	10.0	0.0
RSF-4	0.2	0.0

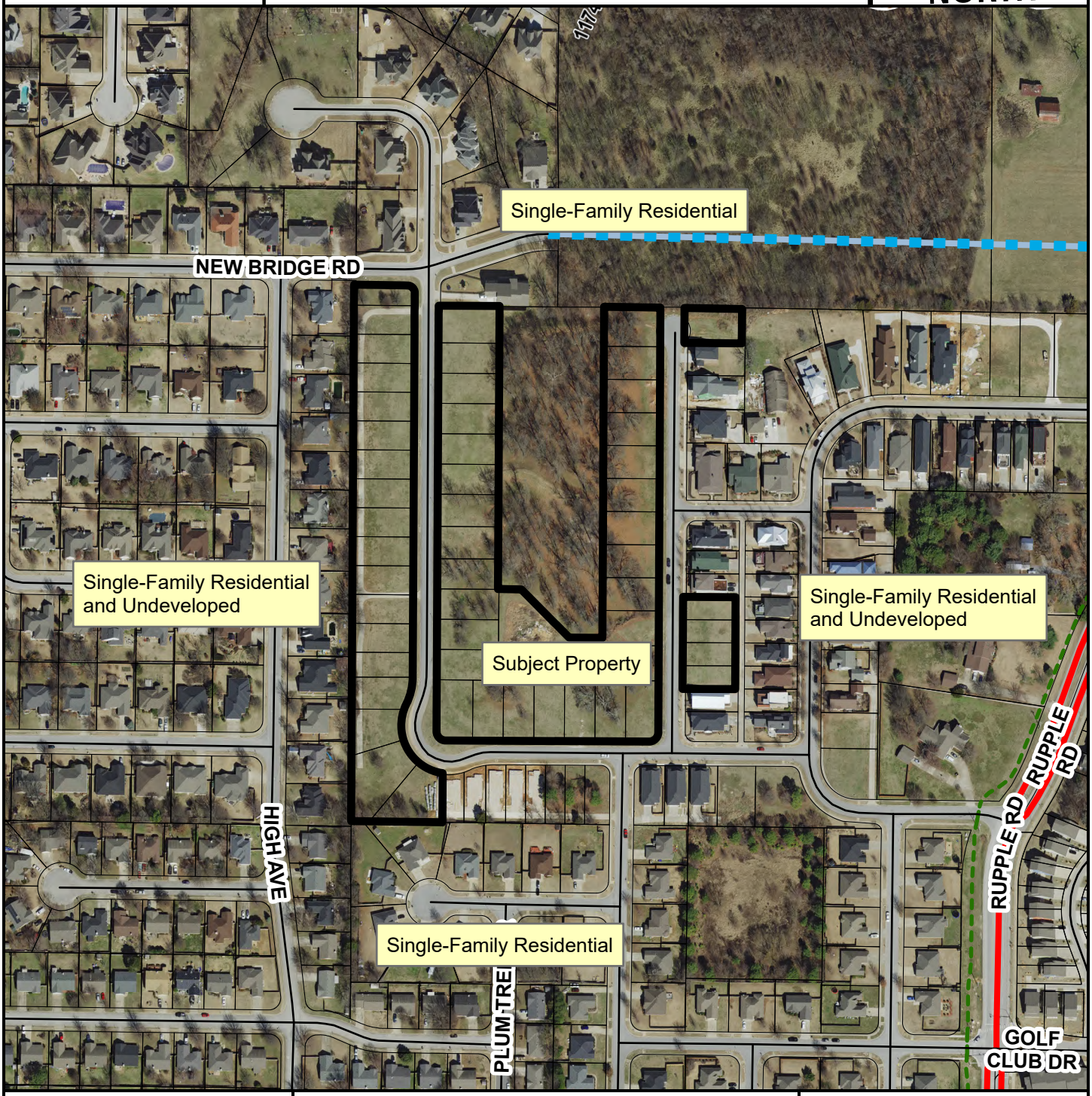
Total 10.3 ac

RZN-2024-0004

Current Land Use

1951 N. NEIGHBORLY WAY

NORTH



- Regional Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

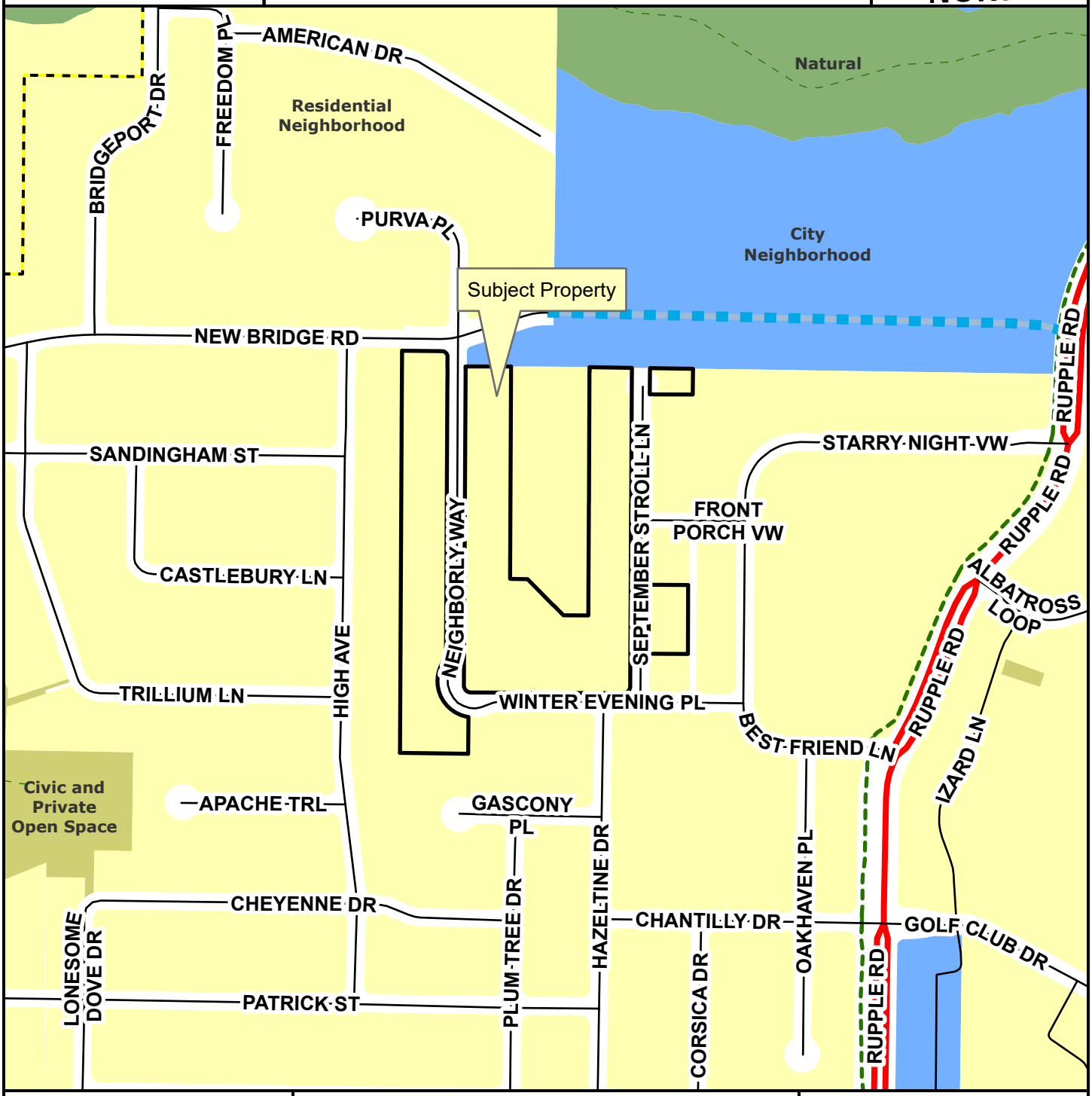
- 100-Year Floodplain
- Floodway

RZN-2024-0004

Future Land Use

1951 N. NEIGHBORLY WAY

NORTH



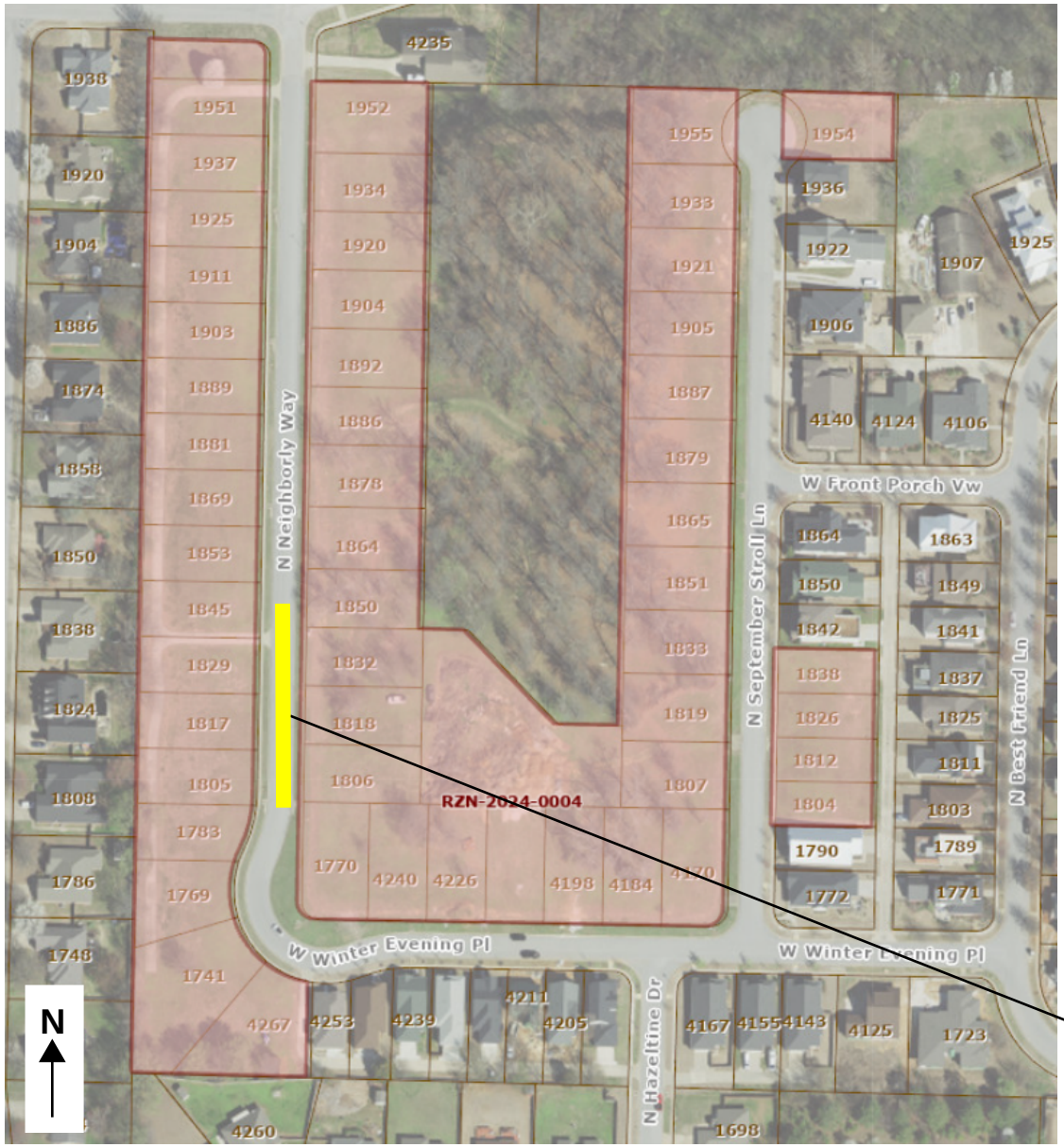
Regional Link
Unclassified
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center



Oakbrooke Subdivision Rezoning

RZN-2024-0004

March 29th, 2024 - 3:30 PM

<u>Suggested Route</u>:

-Approach from Rupple Rd.: Turn west on Best Friend Lane, which is between Wedington and Mount Comfort.

Follow Best Friend Lane and turn left on Winter Evening Place.

Follow Winter Evening Place until it turns north and transitions in to Neighborly Way.

Some active construction is underway in the area. Staff recommends parking along Neighborly Way as a central location not adjacent to homebuilding

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1826

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **RZN-2024-0005: Rezoning (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482): Submitted by L&F CONSTRUCTION for property located at 1510 W. MARKHAM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

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 located west of the University of Arkansas main campus at the northeast corner of Markham Road and Hornsby Drive. The property contains one parcel totaling 0.30 acres which is currently zoned RSF-4, Residential Single-Family – Four Units per Acre, and developed with a single-family dwelling which Washington County records indicate was built in 1906.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family – Four Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: To date, staff has received no public comment regarding this request.

Land Use Compatibility: Staff finds the requested rezoning to be somewhat compatible with the surrounding area. The subject property is surrounded by properties that are developed with single-family residences or owned by the University of Arkansas, or both. A rezoning to RI-U would allow for the by-right development of single-family to four-family dwellings without limitation to density. Cluster housing developments are also permitted by right in RI-U zoning where they are a conditional use in RSF-4. While staff acknowledges that density limited only by development standards may allow for development that is out of character with the surrounding area, staff finds that an increase in density and a wider range of housing types is appropriate at this location. The property is situated near the University of Arkansas main campus and in proximity to public trails and bus stops, and it is a relatively small lot containing only about 0.30 acres. Given the limited size of the lot and the City's tree preservation, parking, and drainage requirements, staff finds that any future development on the property is likely to be limited. Both RI-U and RSF-4 have a stated building height maximum of three stories, though RI-U allows for smaller lots and larger building areas.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood Area. A rezoning from RSF-4 to RI-U could support goals 1, 4, and 6 in City Plan 2040 by providing an opportunity for residential infill near bus stops and trails. Increased density and diversity in housing types also directly aligns with the intent of Residential Neighborhood areas as outlined in the City Plan 2040 Future Land Use Map.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score of 7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, 708 N. Garland Ave.)
- Near Sewer Main (six-inch mains, Markham Road and Hornsby Drive)
- Near Water Main (six-inch and 12-inch mains, Markham Road and Hornsby Drive)
- Near U of A Campus
- Near City Park (Hotz Park)
- Near Paved Trail (Side-Path Trail, Razorback Road)
- Near Razorback Bus Stop (Route 48)

DISCUSSION:
At the March 11, 2024, Planning Commission meeting, a vote of 8-1-0 forwarded this request to City Council with a recommendation of approval. Commissioner Brink made the motion and Commissioner Madden seconded it. Commissioner Garlock voted against the requested rezoning since he found it to be incompatible with the surrounding area. He also expressed concerns about the University of Arkansas causing a greater demand for housing in this area. Other commissioners offered little comment on the item. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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

File #: 2024-1826

RZN-2024-0005: Rezoning (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482): Submitted by L&F CONSTRUCTION for property located at 1510 W. MARKHAM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0005 FOR APPROXIMATELY 0.30 ACRES LOCATED AT 1510 W. MARKHAM ROAD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units Per Acre to RI-U, Residential Intermediate-Urban.

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

2024-1826

Item ID

4/2/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	3/15/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0005: Rezoning (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482): Submitted by L&F CONSTRUCTION for property located at 1510 W. MARKHAM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

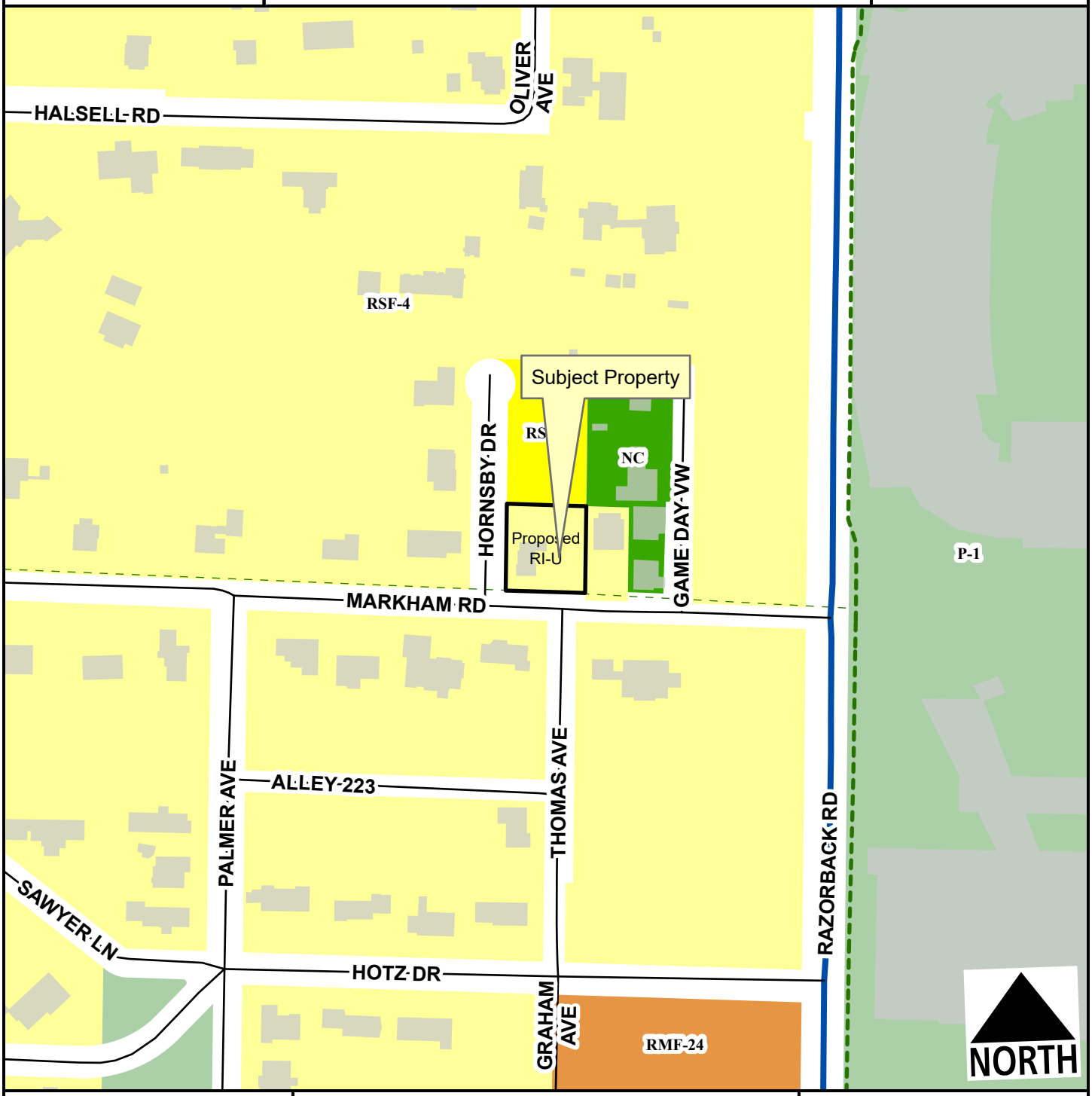
Comments:

RZN-2024-0005

Close Up View

1510 W. MARKHAM RD

RZN-2024-0005
EXHIBIT 'A'



- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

LEGAL DESCRIPTION

1510 W. Markham Road in Fayetteville, Arkansas
(Parcel ID: 765-06439-000)

Lot 1, Hornsby Addition, Fayetteville, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to easements, rights-of-way, and restrictions of record, if any.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: March 11, 2024 (updated with results)

SUBJECT: **RZN-2024-0005: Rezoning (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482):** Submitted by L&F CONSTRUCTION for property located at 1510 W. MARKHAM RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2024-0005** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0005** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located west of the University of Arkansas main campus at the northeast corner of Markham Road and Hornsby Drive. The property contains one parcel totaling 0.30 acres which is currently zoned RSF-4, Residential Single-Family – Four Units per Acre, and developed with a single-family dwelling which Washington County records indicate was built in 1906. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	RSF-8, Residential Single-Family - Eight Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family - Four Units per Acre
East	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	RSF-4, Residential Single-Family - Four Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family – Four Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage along Markham Road, a partially improved Residential Link Street with asphalt paving, sidewalk along the south side of the street, and curb and gutter. The property also has frontage along Hornsby Drive,

a partially improved Residential Link Street with asphalt paving, sidewalk along the east side of the street, and curb and gutter. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing six-inch water main is present on the north side of Markham Road. An existing 12-inch main is also present on the west side of Hornsby Drive.

Sewer: Sanitary sewer is available to the subject property. An existing six-inch sewer main is present on the south side of Markham Road and on the east side of Hornsby Drive.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no hydric soils or protected streams are present on site. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 2, located at 708 N. Garland Ave., protects this site. The property is located approximately one mile from the fire station with an anticipated drive time of approximately five minutes using existing streets. The anticipated response time would be approximately 7.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, RI-U, Residential Intermediate-Urban, requires **15% minimum canopy preservation**. The current zoning district, RSF-4, Residential Single-Family – Four Units per Acre, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood.**

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **7** for this site with a weighted score of **8**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, 708 N. Garland Ave.)
- Near Sewer Main (six-inch mains, Markham Road and Hornsby Drive)
- Near Water Main (six-inch and 12-inch mains, Markham Road and Hornsby Drive)

- Near U of A Campus
- Near City Park (Hotz Park)
- Near Paved Trail (Side-Path Trail, Razorback Road)
- Near Razorback Bus Stop (Route 48)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the requested rezoning to be somewhat compatible with the surrounding area. The subject property is surrounded by properties that are developed with single-family residences or owned by the University of Arkansas, or both. A rezoning to RI-U would allow for the by-right development of single-family to four-family dwellings without limitation to density. Cluster housing developments are also permitted by right in RI-U zoning where they are a conditional use in RSF-4. While staff acknowledges that the unlimited density allowance associated with RI-U zoning may allow for development that is out of character with the surrounding area, staff finds that an increase in density and a wider range of housing types is appropriate at this location. The property is situated near the University of Arkansas main campus and in close proximity to public trails and bus stops, and it is a relatively small lot containing only about 0.30 acres. Given the limited size of the lot and the City's tree preservation, parking, and drainage requirements, staff finds that any future development on the property is likely to be limited. Both RI-U and RSF-4 have a stated building height maximum of three stories though RI-U allows for smaller lots and larger building areas.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area. A rezoning from RSF-4 to RI-U could support goals 1, 4, and 6 in City Plan 2040 by providing an opportunity for residential infill near bus stops and trails. Increased density and diversity in housing types also directly aligns with the intent of Residential Neighborhood areas as outlined in the City Plan 2040 Future Land Use Map.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff believes that there is sufficient justification to rezone the property from RSF-4 to RI-U since the proposed rezoning would be consistent with the property's future land use designation and support several goals of City Plan 2040.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from RSF-4 to RI-U has the potential to increase traffic at this location when considering that RI-U would allow for development that is**

greater in density than the existing RSF-4 zoning. However, staff finds that any impacts associated with future development are likely to be limited since the subject property is relatively small and has frontage along two Residential Link streets. Staff also finds that increased traffic danger and congestion could be offset by the property's proximity to a public trail and Razorback Transit bus stop.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets, water, and sewer, and any necessary improvements would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0005 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 11, 2024	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval	❒ **Denied**
Motion: Brink			
Second: Madden			
Vote: 8-1-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family – Four (4) Units Per Acre

    - §161.12 District RI-U, Residential Intermediate – Urban
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

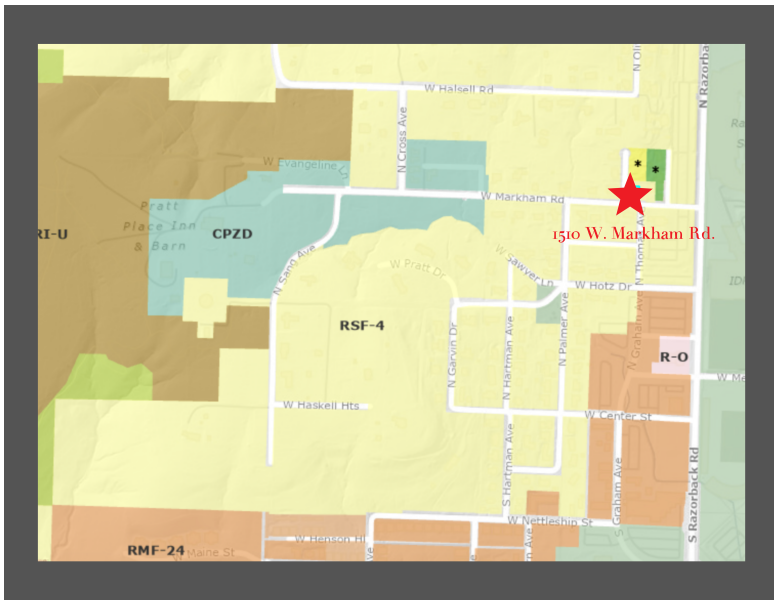
(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.



1510 W. MARKHAM ROAD IN FAYETTEVILLE (Parcel ID 765-06439-000)

According to the City of Fayetteville GIS map, 1510 W. Markham Road in Fayetteville (the Subject Property) is Lot 1 in the Hornsby Addition, it's currently zoned RSF-4 and it's 1/3 of an acre in size. The two lots north of the subject property are currently zoned RSF-8 and are two of five adjacent lots owned by the University for future expansion. There is a new development at the end of Markham Road to the west, Markham Hill Residential. It appears a significant portion of this area has already been rezoned to CPZD and RI-U. More immediately to the east of the subject property you'll find an upscale, three-story home at the intersection of Markham and Game Day View.

The City of Fayetteville recently released "The Fayetteville Housing Report" on October 31, 2023. According to the Presentation Series Outline that was posted online the city reported:

1. "Fayetteville needs about 1,000 new units of housing annually to keep pace with projected population growth."
2. "From 2019-2022 Fayetteville fell approximately 1,480 housing units short of demand."
3. "If all new housing units needed for projected population growth were built as RSF-4, it would require nearly 7,000 acres of land or 11 square miles and more than 156 miles of streets, water, and sewer."
4. They need to "ensure that ultimate zoning strategy accommodates residential and mixed-use development… and increases development density…"

In an effort to gently increase density and provide more housing for the residents of Fayetteville, we are asking the City to rezone 1510 W. Markham Road to RI-U to allow for 4 townhomes, each with an ADU, to be built on the third of an acre lot. This rezoning would be in line with the City's goals to increase development density to allow for more housing to keep pace with population growth.

According to the City website, Residential Intermediate - Urban (RI-U) is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living. This is exactly what we want to do with the land at 1510 W. Markham Road. Currently there is a house in disrepair on the property, which adversely affects the neighboring properties. Changing the zoning to allow for gentle density (four townhomes with accessory dwelling units) would positively affect the neighboring properties and their property values.

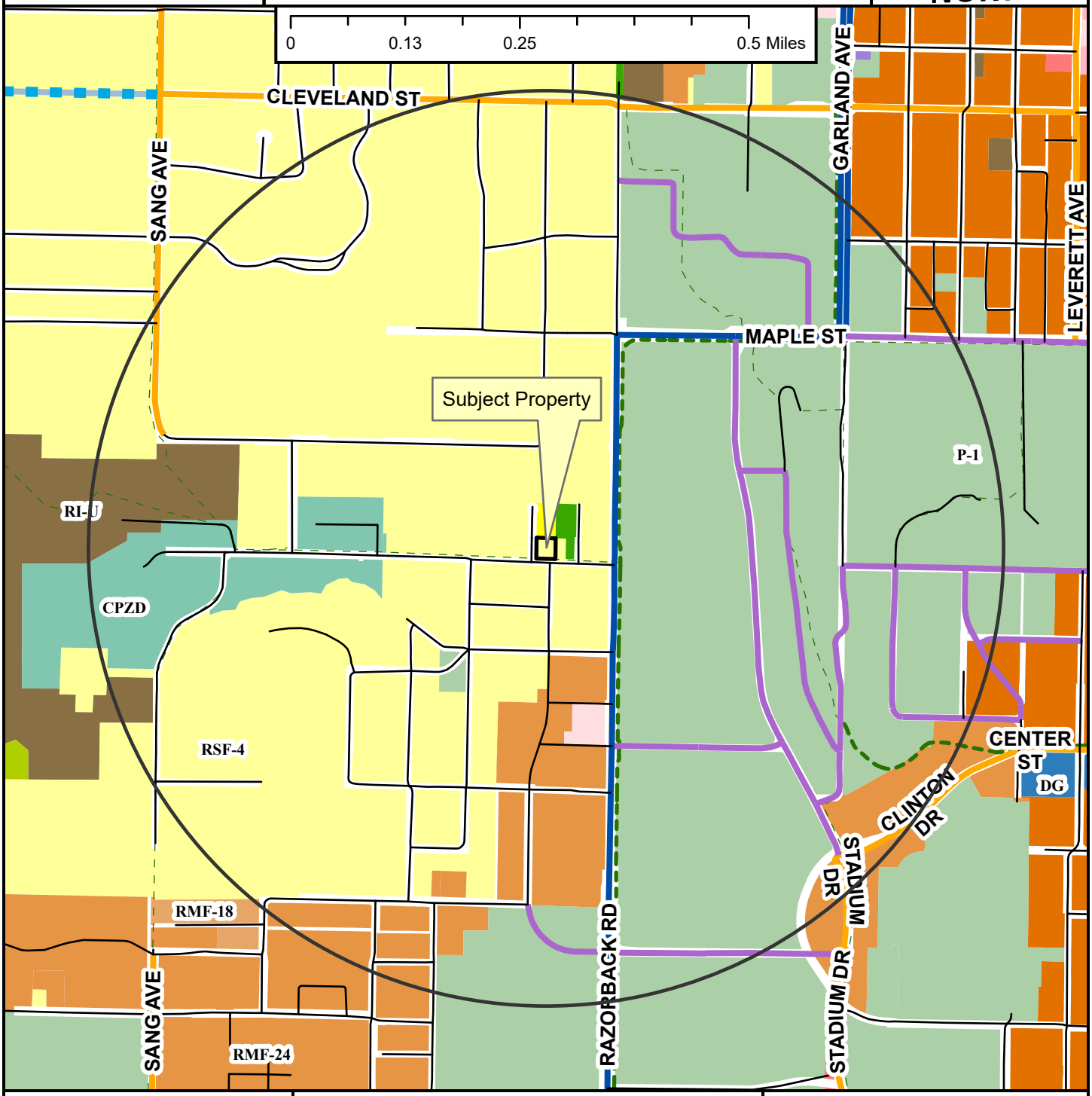
The addition of these proposed four new townhomes in-between the University of Arkansas campus and Markham Hill residential is poised to blend seamlessly with the existing landscape. Through thoughtful design and adherence to City regulations, the new construction will enhance the area's appeal without imposing on the tranquility of neighboring homes. With careful consideration, the townhomes promise to seamlessly integrate a sense of community and neighborhood cohesion.

RZN-2024-0005

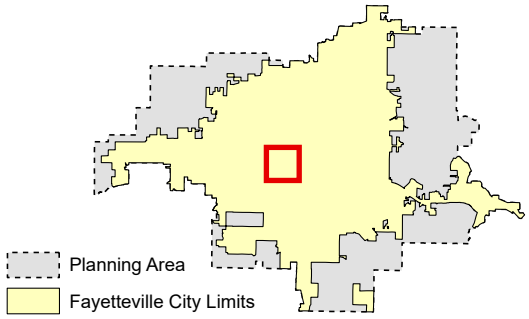
One Mile View

1510 W. MARKHAM RD

NORTH



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

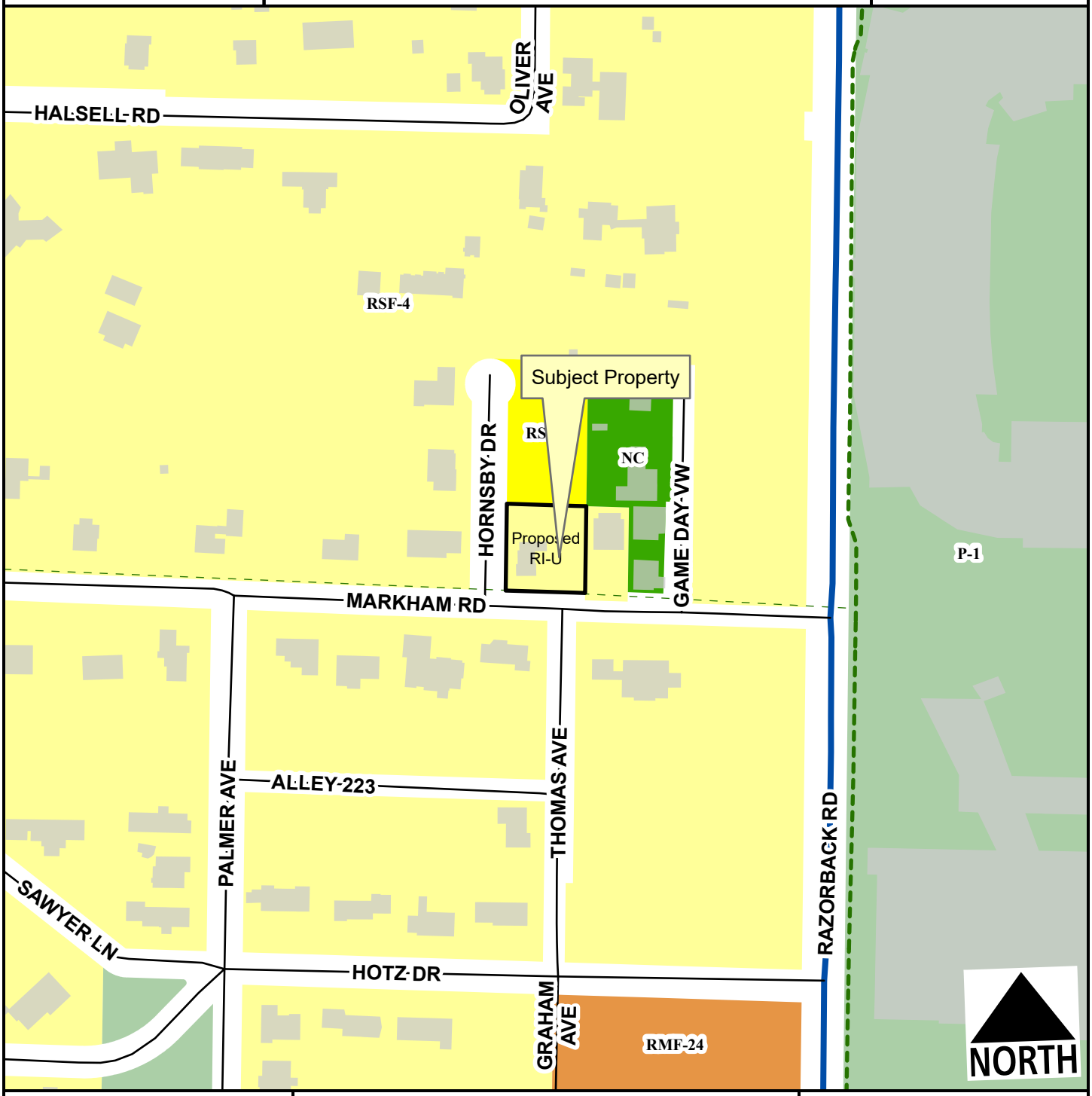
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN-2024-0005

Close Up View

1510 W. MARKHAM RD



- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

RZN-2024-0005

Current Land Use

1510 W. MARKHAM RD

NORTH

- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

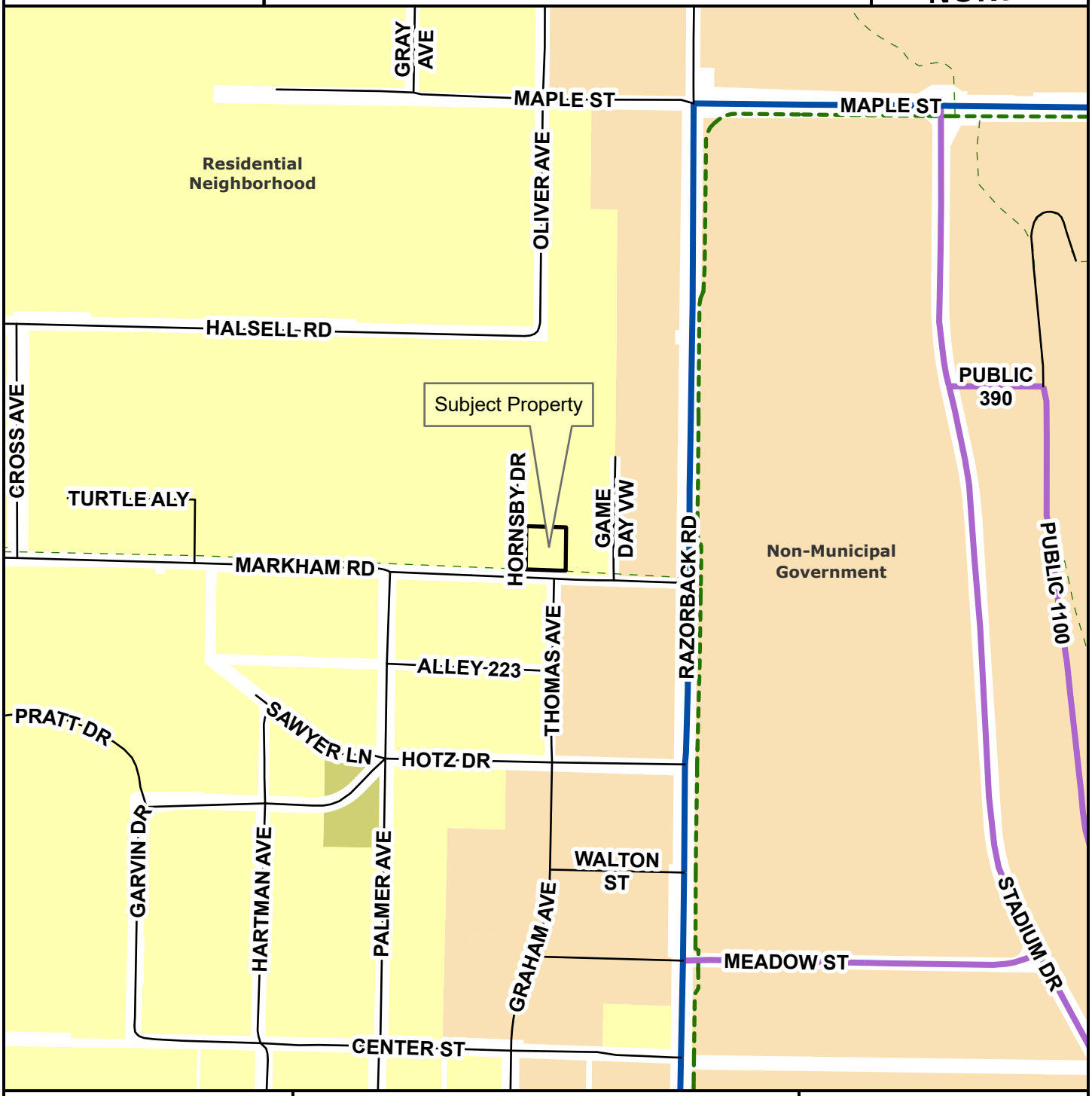
- 100-Year Floodplain
- Floodway

RZN-2024-0005

Future Land Use

1510 W. MARKHAM RD

NORTH



Institutional Master Plan
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1830

MEETING OF APRIL 2, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **RZN-2024-0008: Rezoning (3420 W. MOUNT COMFORT RD./THE GODDARD SCHOOL, 323): Submitted by BATES & ASSOCIATES for property located at 3420 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.13 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

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 located northwest of the intersection of Salem Road and Mount Comfort Road in northwest Fayetteville. The property contains a 0.13-acre portion of a 1.32-acre parcel which is currently zoned R-A, Residential-Agricultural. The adjacent property to the north was rezoned from R-A, Residential-Agricultural to CS, Community Services earlier this year (Ordinance 6715). A large site improvement plan to develop both properties with a new school building and associated parking for The Goddard School is currently under review by city staff (LSIP-2024-0003).

Request: The request is to rezone the subject property from R-A, Residential-Agricultural to CS, Community Services.

Public Comment: To date, staff has not received any public comment on this item.

Land Use Compatibility: Staff finds this rezoning request to be compatible with existing land use and zoning patterns in the surrounding area. The property is currently zoned R-A, Residential-Agricultural, and that zoning district is designed, in part, to protect agricultural land until an orderly transition to urban development is possible. The subject property is surrounded by undeveloped areas to the north and west, nonresidential uses to the south, and single-family residences to the east. A rezoning to CS, Community Services, would encourage a mixture of residential and commercial uses which could provide convenience goods and personal services for people living in surrounding neighborhoods, in a traditional urban form with buildings addressing the street. A rezoning from R-A to CS would also allow for more dense development and smaller lot sizes. Where the R-A zoning district currently allows residential development at a density of one-half unit per acre, the CS zoning district has no stated density limitation. Also, where R-A zoning allows for the creation of lots with a minimum width of 200 feet and a minimum area of two acres, CS zoning would allow for the creation of

residential lots with a minimum width of 18 feet and nonresidential lots without limitation to width or area. Further, the subject property is part of a larger parcel which is already developed and primarily in CS zoning. Staff finds that rezoning the subject property from R-A to CS would make zoning in the area more uniform and would be directly compatible with surrounding areas.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's land use and zoning plans. The subject property is designated as City Neighborhood area in the City Plan 2040 Future Land Use Map, and it is located within a Tier Two Center as indicated on the plan's Growth Concept Map. Staff finds that a rezoning to CS would support those designations since the CS zoning district is intended to encourage the development of smaller scale urban hubs that are characterized by a mixture of moderate-density residential and commercial uses. Staff also finds the requested rezoning to be aligned with Goals 1 and 6 of City Plan 2040 since it would encourage increased development in an area that has a moderate infill score ranging between 6 and 7, and since it would allow for the creation of additional housing units.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range of 6-7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 8, 2266 W. Deane St.)
- Near Sewer Main (eight-inch main, Salem Road)
- Near Water Main (eight-inch main, Salem Road)
- Near Public School (Holt Middle School)
- Near City Park (Clabber Creek Trail Corridor and Gary Hampton Softball Complex)
- Near Paved Trail (Clabber Creek Trail and Rupple Road)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:
At the March 11, 2024, Planning Commission meeting, a vote of 9-0-0 forwarded this request to City Council with a recommendation of approval. Commissioner Payne made the motion and Commissioner Brink seconded it. No commissioners commented on this item and no members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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

File #: 2024-1830

RZN-2024-0008: Rezoning (3420 W. MOUNT COMFORT RD./THE GODDARD SCHOOL, 323): Submitted by BATES & ASSOCIATES for property located at 3420 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.13 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0008 FOR APPROXIMATELY 0.13 ACRES LOCATED AT 3420 W. MOUNT COMFORT RD. IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential-Agricultural to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-1830

Item ID

4/2/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	3/15/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0008: Rezoning (3420 W. MOUNT COMFORT RD./THE GODDARD SCHOOL, 323): Submitted by BATES & ASSOCIATES for property located at 3420 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.13 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

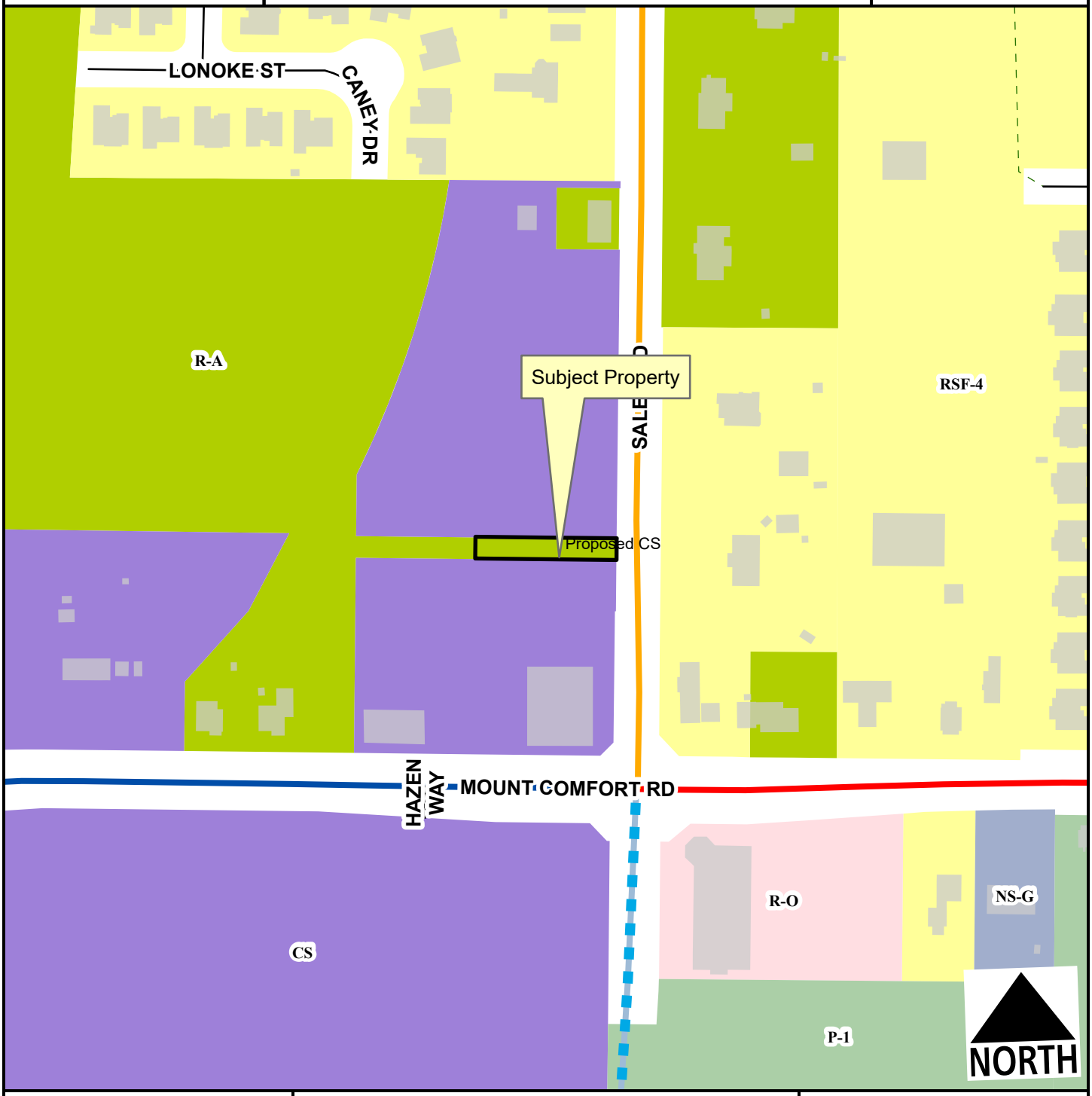
Comments:

RZN-2024-0008

Close Up View

3420 W. MOUNT COMFORT RD

RZN-2024-0008 EXHIBIT 'A'



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
CS	0.0	0.1
R-A	0.1	0.0

Total 0.1 ac

BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

RE: LEGAL DESCRIPTION FOR PROPOSED REZONING OF A PORTION OF PARCEL #765-13603-004 FROM R-A TO CS ZONING:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS S87°19'07"E 1151.42' AND N02°35'51"E 302.22' FROM THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE N02°35'51"E 30.00' TO AN EXISTING REBAR, THENCE S87°23'34"E 195.27', THENCE S02°36'51"W 30.00', THENCE N87°23'34"W 195.26' TO THE POINT OF BEGINNING, CONTAINING 0.13 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH SALEM ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: March 11, 2024 (updated with results)

SUBJECT: **RZN-2024-0008: Rezoning (3420 W. MOUNT COMFORT RD./THE GODDARD SCHOOL, 323):** Submitted by BATES & ASSOCIATES for property located at 3420 W. MOUNT COMFORT RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.13 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:
Staff recommends forwarding **RZN-2024-0008** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0008** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located northwest of the intersection of Salem Road and Mount Comfort Road in northwest Fayetteville. The property contains a 0.13-acre portion of a 1.32-acre parcel which is currently zoned R-A, Residential-Agricultural. The adjacent property to the north was rezoned from R-A, Residential-Agricultural to CS, Community Services earlier this year (Ordinance 6715). A large site improvement plan to develop both properties with a new school building and associated parking for The Goddard School is currently under review by city staff (LSIP-2024-0003). Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	CS, Community Services
South	Preschool & Child Care Center	CS, Community Services
East	Single-Family Residential	RSF-4, Residential Single-Family – Four Units per Acre
West	Undeveloped	R-A, Residential-Agricultural

Request: The request is to rezone the subject property from R-A, Residential-Agricultural to CS, Community Services.

Public Comment: To date, staff has not received any public comment on this item.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The parcel associated with the subject property is a corner lot with frontage along Mount Comfort Road and Salem Road. Mount Comfort Road is a fully improved Regional Link Street with asphalt paving, curb and gutter, and sidewalks. Salem Road is a partially improved Neighborhood Link Street with asphalt paving, curb and gutter, and partial sidewalks with some open ditches. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing 12-inch water main is present on the south side of Mount Comfort Road and an existing eight-inch main is present on the west side of Salem Road.

Sewer: Sanitary sewer is available to the subject property. An existing eight-inch sewer main is present on the north side of Mount Comfort Road.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no hydric soils or protected streams are present on site. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 8, located at 2266 W. Deane St., protects this site. The property is located approximately 1.4 miles from the fire station with an anticipated drive time of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of CS, Community Services requires **20% minimum canopy preservation.** The current zoning district of R-A, Residential-Agricultural requires **25% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact, and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **6-7** for this site with a weighted score of **7.5** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 8, 2266 W. Deane St.)
- Near Sewer Main (eight-inch main, Salem Road)
- Near Water Main (eight-inch main, Salem Road)
- Near Public School (Holt Middle School)
- Near City Park (Clabber Creek Trail Corridor and Gary Hampton Softball Complex)
- Near Paved Trail (Clabber Creek Trail and Rupple Road)
- 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:*** **Staff finds this rezoning request to be compatible with existing land use and zoning patterns in the surrounding area. The property is currently zoned R-A, Residential-Agricultural, and that zoning district is designed, in part, to protect agricultural land until an orderly transition to urban development is possible. The subject property is surrounded by undeveloped areas to the north and west, nonresidential uses to the south, and single-family residences to the east. A rezoning to CS, Community Services, would encourage a mixture of residential and commercial uses which could provide convenience goods and personal services for persons living in surrounding neighborhoods, in a traditional urban form with buildings addressing the street. A rezoning from R-A to CS would also allow for more dense development and smaller lot sizes. Where the R-A zoning district currently allows residential development at a density of one-half unit per acre, the CS zoning district has no stated density limitation. Also, where R-A zoning allows for the creation of lots with a minimum width of 200 feet and a minimum area of two acres, CS zoning would allow for the creation of residential lots with a minimum width of 18 feet and nonresidential lots without limitation to width or area. Further, the subject property is part of a larger parcel which is already developed and primarily in CS zoning. Staff finds that rezoning the subject property from R-A to CS would make zoning in the area more uniform and would be directly compatible with surrounding areas.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's land use and zoning plans. The subject property is designated as City Neighborhood area in the City Plan 2040 Future Land Use Map, and it is located within a Tier Two Center as indicated on the plan's Growth Concept Map. Staff finds that a rezoning to CS would support those designations since the CS zoning district is intended to encourage the development of smaller scale urban hubs that are characterized by a mixture of moderate-density residential and commercial uses. Staff also finds the requested rezoning to be aligned with Goals 1 and 6 of City Plan 2040 since it would encourage increased development in an area that has a moderate**

infill score ranging between 6 and 7, and since it would allow for the creation of additional housing units.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that rezoning the subject property from R-A to CS is justified since the R-A district is designed, in part, to protect agricultural land until an orderly transition to urban development is possible, and staff has received development plans for this property. Staff also finds the rezoning to be aligned with existing zoning and development patterns in the area and consistent with the city's future land use plans.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from R-A to CS has the potential to increase traffic at this location when considering that CS would allow for development that is greater in density and intensity than the existing R-A zoning. Nevertheless, staff finds that the proposed rezoning is not likely to create or appreciably increase traffic danger or congestion at this location. The property has frontage along a partially improved Neighborhood Link Street, Salem Road, and any street improvements required in the area would be determined at the time of development review.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets, water, and sewer, and any necessary upgrades or improvements to existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0008 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 11, 2024	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval	❒ **Denied**
Motion: Payne			
Second: Brink			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.03 District R-A, Residential-Agricultural
  - §161.22 Community Services
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
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 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 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage.*50% of the lot width.

Bates & Associates, Inc.
Civil Engineering & Surveying
7230 S. Pleasant Ridge Drive/ Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350

January 30, 2024

City Planning Division
City of Fayetteville, Arkansas
125 W. Mountain Street
Fayetteville, AR 72701

Re: Rezoning Request (Parcel #765-13603-004)

Dear Planning Staff,

The property owners of Washington County Parcel #765-43603-004 are applying for a rezoning of a portion of said property. The portion of the property in question totals roughly 0.13 acres and is on the north side of the parcel. It is currently zoned RA – Residential Agriculture. This rest of the was rezoned to CS as part of the original Goddard school LSD.

The Applicant would like to keep the south 1.27 acres of the as CS. The Southern Portion (0.13 acres) that is currently zoned R-A is requested to be rezoned to CS.

The purpose of this rezoning is to adhere to the city ordinance that states a businesses parking lot must be the same zoning as the building. We are currently in the process of proposing an expansion of the Goddard school and proposing parking over where the current property line exists. (where the R-A zoning is shown.

Zoning districts in the vicinity of the parcel in question are a mixture of R-A, C-S, and RSF-4. The applicant asserts that the proposed zoning district fits well with the surrounding neighborhood, given its variety of zoning districts and the presence of several CS zoned properties.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,

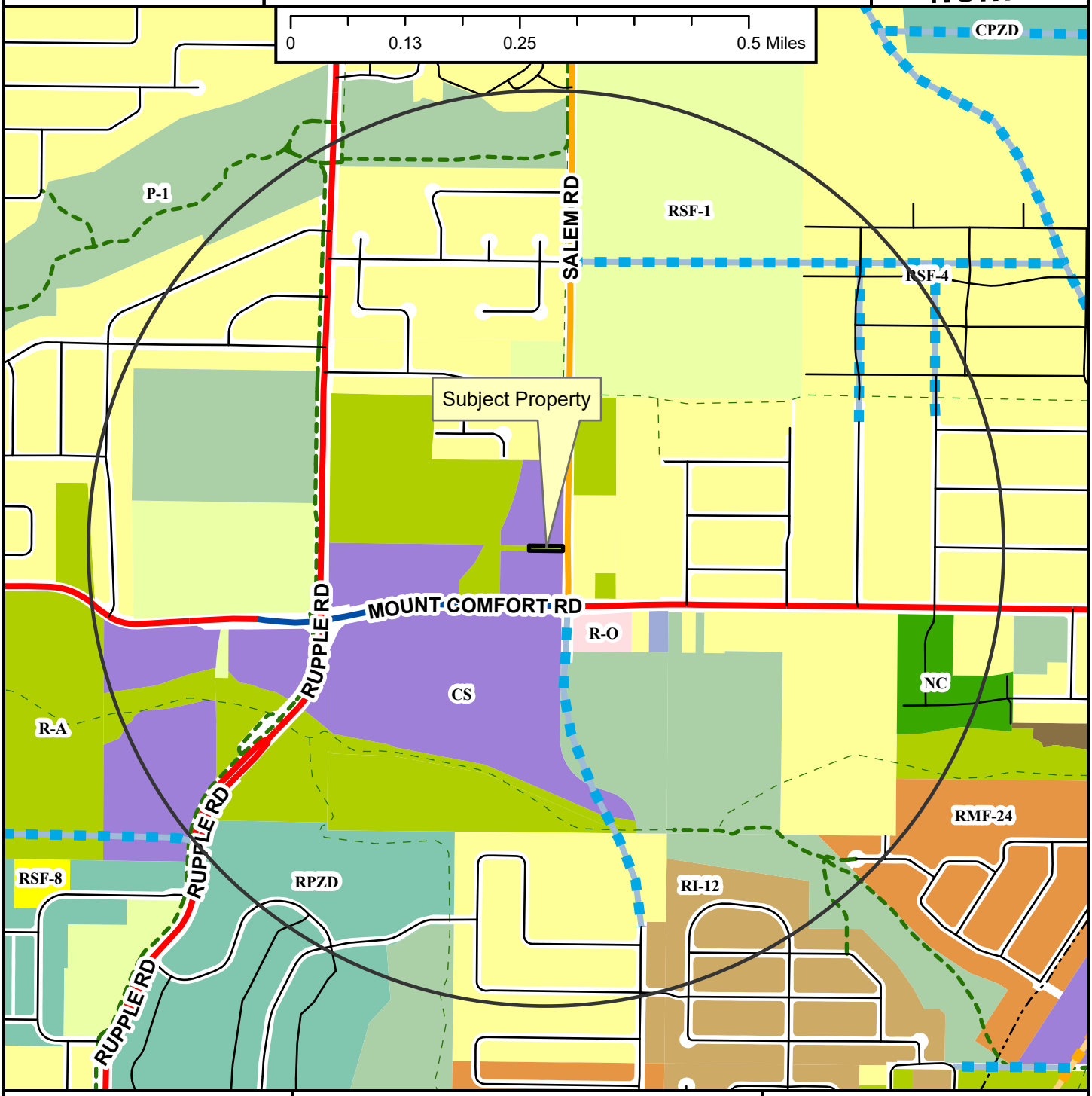
Geoffrey Bates

Geoffrey H. Bates, P.E.
President of Engineering
Bates & Associates, Inc.

RZN-2024-0008

One Mile View

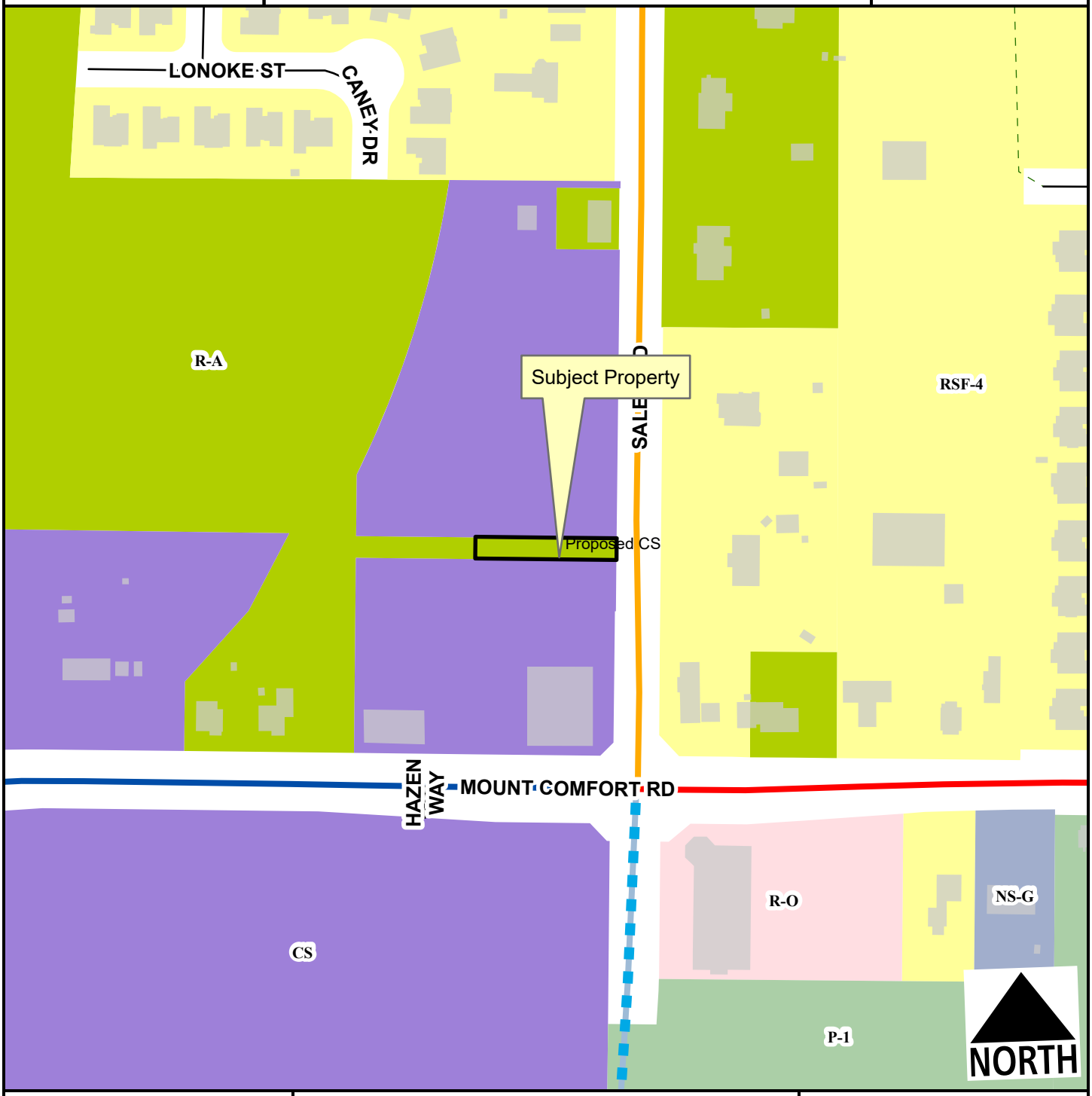
3420 W. MOUNT COMFORT RD



RZN-2024-0008

Close Up View

3420 W. MOUNT COMFORT RD



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
CS	0.0	0.1
R-A	0.1	0.0

Total 0.1 ac

RZN-2024-0008

Current Land Use

3420 W. MOUNT COMFORT RD

NORTH

- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN-2024-0008

Future Land Use

3420 W. MOUNT COMFORT RD

NORTH

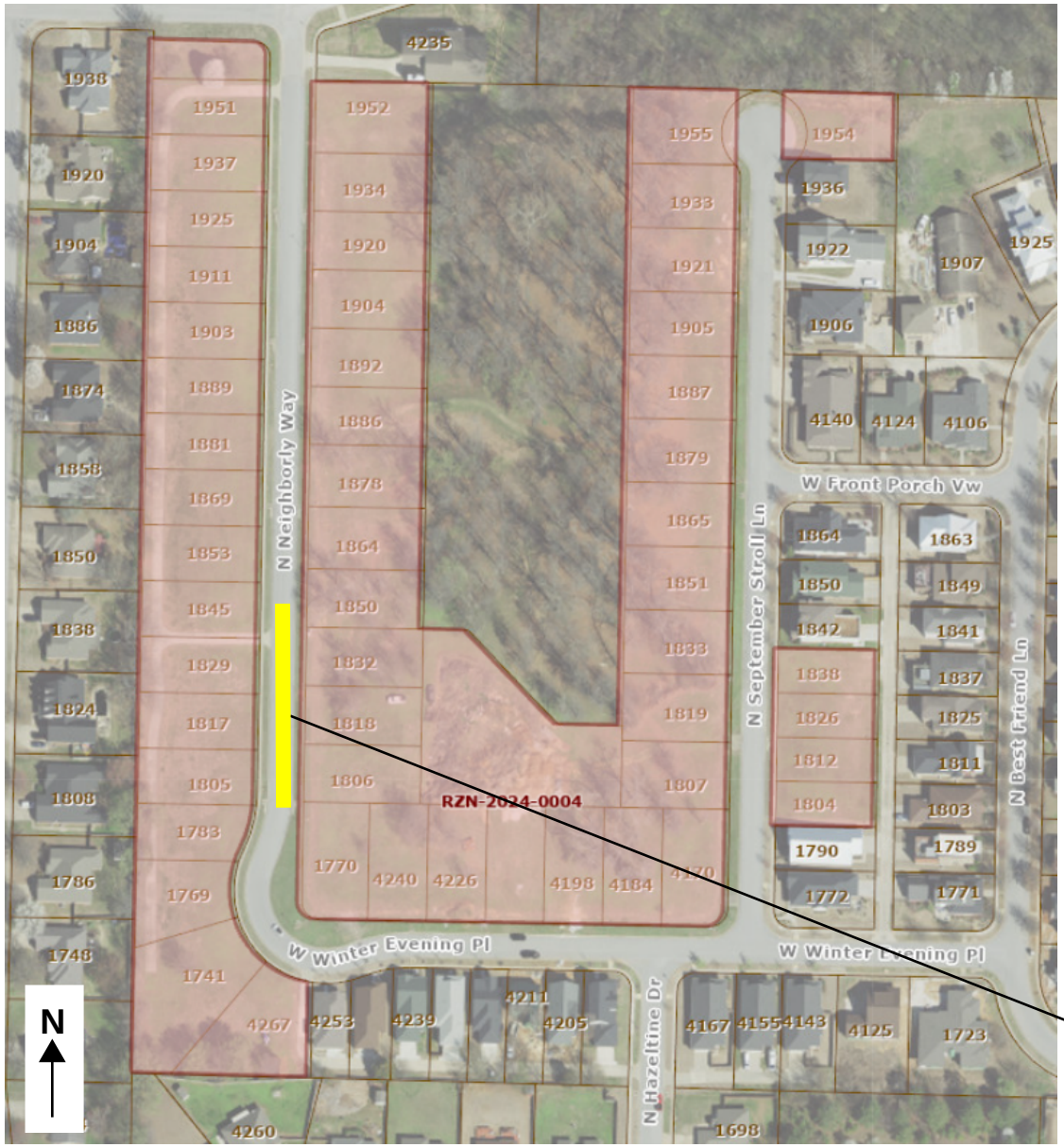
Regional Link
Neighborhood Link
Regional Link - High Activity
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center



Oakbrooke Subdivision Rezoning

RZN-2024-0004

March 29th, 2024 - 3:30 PM

<u>Suggested Route</u>:

-Approach from Rupple Rd.: Turn west on Best Friend Lane, which is between Wedington and Mount Comfort.

Follow Best Friend Lane and turn left on Winter Evening Place.

Follow Winter Evening Place until it turns north and transitions in to Neighborly Way.

Some active construction is underway in the area. Staff recommends parking along Neighborly Way as a central location not adjacent to homebuilding

Hunt/Ed Edwards/Mally Wagnon Master Street Plan Amendment (Appeal)

ADM-2024-0001 – April 1st, 2024

Applicant Directions for getting to 2748 S. Hunt Lane, Fayetteville, AR 72701:

-Take either 6th Street or 15th Street to Huntsville Road.

-Go Past Hwy 265 Intersection and stay on Huntsville Road/Hwy 16 E. (It's approximately 2.9 miles from the Hwy 265 intersection to the turn off at Hunt Lane.)

-Go over the White River Bridge, past Roberts Road. Slow at the dip and curve on Hwy 16.

-Then, turn Right onto Hunt Lane (WC 169). Go 0.9 miles down Hunt Lane past Hamm Land and Cattle on the right.

-Look for 2 black mailboxes on the right, and a yellow DemGaz newspaper box on the left.

-Turn left onto the gravel driveway at the large stone with #s 2748 engraved on the stone.

Just before the first house, you will see a large gate with a pony barn behind it. The first 5-6 vehicles should park in the area between the driveway and that gate. When that parking area is full, the remaining vehicles can come around to the back side of the house. There is room for everyone else to park back there.

Applicant-Recommended Tour Route