Revised Agenda: Item 1b(1) - Resolution legal description revised. Item 1b(2) - Ordinance legal description revised.

BENTONVILLE CITY COUNCIL AGENDA

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make "live" public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

City Council Meeting **Tuesday, October 26, 2021 6:00 p.m.**
City Hall **305 S.W. "A" Street**
Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on October 26, 2021:**
https://us02web.zoom.us/webinar/register/WN_1psXg_W9S3282xEYIN011g

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: October 12, 2021

AGENDA

1. Planning:

1a(1). **Resolution adopting revision to the Future Land Use Map changing real estate from Agriculture to Residential Estate. 7431 SW Lee Harris Road (Project Number: RZ21-0065).**

(Pages 13-21)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Agriculture. These areas include larger properties used primarily for the raising of crops or livestock. These properties may include residences and farm-related structures.

The applicant requests a change in the Future Land Use Plan to Residential Estate. Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

The property is located within Priority Area 3, Edge Growth and focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place.

1a(2). **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of A-1, Agricultural to R-E, Residential Estate. 7431 SW Lee Harris Road (Project Number: RZ21-0065).**

(Pages 13-23)

The Planning Commission voted 7-0, recommending approval.

The RE District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, allow the keeping of animals, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

This rezoning request is not consistent with the Future Land Use Plan, however, it is compatible with the surrounding land use patterns and infrastructure availability.

1b(1). **Resolution adopting revision to the Future Land Use Map changing real estate from Agriculture to Residential Estate. 7431 SW Lee Harris Road (Project Number: RZ21-0070).**

(Pages 24-32)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Agriculture. These areas include larger properties used primarily for the raising of crops or livestock. These properties may include residences and farm-related structures.

The applicant requests a change in the Future Land Use Plan to Residential Estate. Residential Estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

The property is located within Priority Area 3, Edge Growth and focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place.

1b(2). **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of A-1, Agricultural to R-E, Residential Estate. 7431 SW Lee Harris Road (Project Number: RZ21-0070).**

(Pages 24-34)

The Planning Commission voted 7-0, recommending approval.

The RE District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

This rezoning request is not consistent with the Future Land Use Plan, however, it is compatible with the surrounding land use patterns and infrastructure availability.

1c(1). **Resolution adopting revision to the Future Land Use Map changing real estate from Low-Density Residential to Medium-Density Residential. 813 Bella Vista Road (Project Number: RZ21-0066).**

(Pages 35-42)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low-Density Residential. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

1c(2). **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential. 813 Bella Vista Road (Project Number: RZ21-0066).**

(Pages 35-43)

The Planning Commission voted 7-0, recommending approval.

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is not consistent with the Future Land Use Plan, however, DN-2 is compatible with existing land uses and with the Bentonville Community Plan. In addition, it is consistent with recent rezonings to DN-2 to the south along Bella Vista Road.

1d. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification R-1, Low Density Single-Family Residential to DN-1, Downtown Low-Density Residential. 201 SW F Street (Project Number: RZ21-0067).**

(Pages 44-52)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include detached single-family residential properties and amenities for residents, including neighborhood parks, places of worship, etc.

The Downtown Neighborhood Subarea Plan of the Bentonville Community Plan (pg. 135) depicts this property to be located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville

The DN-1 district is intended to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots larger than 60 feet in width.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. It is consistent with surrounding land-use patterns and single-family low-density homes and zoning districts in the nearby surrounding area.

1e. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification R-1, Low Density Single-Family Residential to DN-2, Downtown Medium-Density Residential. 310 NW 10th Street, 905 & 907 NW B Street & 960 NW C Street (Project Number: RZ21-0069).**

(Pages 53-61)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

The DN-2 district is intended to allow for an increased single-family density through small lot widths where alleys and infrastructure support such

development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

1f. **Ordinance accepting a lot split Lot 1 of Reynosa Addition to the City of Bentonville, Arkansas. 602 Bella Vista Road (Project Number: LS21-0037).**

(Pages 63-65)

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned DN-2, Downtown Medium Density Residential. A lot split of un-platted section land, creating new Lot 1 (+/- 0.374 acres), of Reynosa Addition. The plat dedicates various easements to serve the new lot and also dedicates a right-of-way along Bella Vista Road per the Master Street Plan requirements.

1g. **Ordinance accepting a lot split Lots 13 & 14, Block 5 of Bank's Addition, to the City of Bentonville, Arkansas. 110 SE 13th Street, (Project Number: LS21-0051).**

(Pages 66-68)

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned DE, Downtown Edge. A lot split of all of existing Lot 1, Block 5, and creating new Lot 13 (+/- 0.19 acres) and Lot 14 (+/-0.13 acres), Block 5 of Bank's Addition. The plat dedicates various easements to serve the new lots. Right-of-way along both SE 13th Street and SE Benton Street is adequate per the Master Street Plan requirements.

1h. **Ordinance accepting a property line adjustment of Lot 17, Block 1 of Lincoln and Rice Addition, Clark's Second Addition to the City of Bentonville, Arkansas. 608 NE 2nd Street (Project Number: PLA21-0037).**

(Pages 69-71)

The Planning Commission voted 7-0, recommending approval.

The property is currently R-1, Low-Density Single-Family Residential. A property line adjustment of all of existing Lot 5 and part of existing Lot 6 creating new Lot 17 (+/- 0.26 acres), Block 1 of Lincoln and Rice Addition. The plat dedicates a 15' wide utility easement to serve the new lot and also dedicates a right-of-way along NE E Street per the Master Street Plan requirements.

1i. **Ordinance accepting a lot split of Lots 4, 5, & 6 of Highland East Addition to the City of Bentonville, Arkansas. 7431 SW Lee Harris Road (Project Number: LS21-0041).**

(Pages 72-75)

The Planning Commission voted 7-0, recommending approval.

A lot split of all of existing Lot 1, creating new Lot 4 (+/- 2.53 acres), Lot 5 (+/-5.33 acres), and Lot 6 (+/-2.62 acres), of Highland East Addition. The plat dedicates various easements to serve the new lots. The plat dedicates right-of-way along SW Lee Harris Road per the Master Street Plan requirements.

2. Public hearing and ordinance vacating a Utility Easement requested for 3405 SE Macy Road of 71 Business Center (VAC21-0027). **(Pages 76-79)**

3. Resolution setting a public hearing for November 9, 2021, for a Utility Easement Vacation requested for Lot 3 of Cross Creek Subdivision (VAC21-0028). **(Pages 80-82)**

4. Bid Award for IFB-21-64 - Main Street Improvements: SW 8th to SW 2nd Street PIIP20-0002 to ARCO Excavation and Paving in the amount of $3,824,009.62. This project is being funded by the 2017 Street Bond Funds. **(Pages 83-120)**

5. Budget Adjustment to allow for payment to acquire a portion of tract #20 on the 090421 project. This project will allow for improvements to the intersection of Walton/Tiger/NW 12th. **(Pages 121-123)**

6a. Change Order #2 for VBT Southeast Taxiway B Project authorizing the approval of additional drainage work to the detention pond. **(Pages 124-128)**

6b. Budget Adjustment in the amount of $10,000.00 for additional drainage work to the detention pond at VBT Southeast Taxiway B Project. **(Pages 129-130)**

7. Resolution for approval on an Interim Lease/Permit Application and Negotiation Policy for the Bentonville Municipal Airport. This is an update to the Minimum Requirements for Aeronautical Operations or Activity at Bentonville Municipal Airport. **(Pages 131-142)**

8a. Bid Award for IFB-21-49 - 2019 Sidewalk Improvements: Cub Circle PIIP21-0006 to ARCO Excavation and Paving in the amount of $220,571.85. This project is being funded by both the Street and Engineering Sidewalk Accounts. **(Pages 143-297)**

8b. Budget Adjustment in the amount of $48,958.60 for IFB-21-49 - 2019 Sidewalk Improvements: Cub Circle PIIP21-0006. **(Pages 298-299)**

9. Ordinance approving a bid waiver to allow City payment to Benton County; covering materials cost only for the overlay of Phillips Cemetery Road. Benton County placed the material at no cost to the City. **(Pages 300-304)**

10. Bid Award to Scott Equipment Company through participation in the Sourcewell Cooperative contract, 03119-VCE, to purchase a Volvo EWR170E Wheeled Excavator in the amount of $224,494.00 plus applicable taxes. Use of a Co-Op is allowed pursuant to Arkansas State Statute 19-11-249. Purchasing performed an evaluation of Contract 032119-VCE determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a budgeted item in the 2021 budget so no adjustment is needed. Please see the attached memo. **(Pages 305-309)**

11. Resolution authorizing a Real Estate Transaction with Michael and Kensley Walden, in the amount of $4,800.00, for approximately .2 acres of property immediately adjacent to their residence at 11 Ridgeview Lane. **(Pages 310-353)**

12a. Resolution to authorize premium pay for City employees. **(Pages 354-357)**

12b. Use of American Rescue Plan Act (ARPA) funds for Premium pay for City employees based on qualifying hours worked over the previous 12 months. **(Pages 358-359)**

City Council Agenda Items

For the City Council Meeting of October 26, 2021

From the October 19, 2021 Planning Commission Meeting

1a. Resolution adopting revision to the Future Land Use Map changing real estate from Agriculture to Residential Estate. 7431 SW Lee Harris Road (Project Number: RZ21-0065).

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Agriculture. These areas include larger properties used primarily for the raising of crops or livestock. These properties may include residences and farm-related structures.

The applicant requests a change in the Future Land Use Plan to Residential Estate. Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

The property is located within Priority Area 3, Edge Growth and focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place.

1b. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of A-1, Agricultural to R-E, Residential Estate. 7431 SW Lee Harris Road (Project Number: RZ21-0065).

The Planning Commission voted 7-0, recommending approval.

The RE District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, allow the keeping of animals, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

This rezoning request is not consistent with the Future Land Use Plan, however, it is compatible with the surrounding land use patterns and infrastructure availability.

2a. Resolution adopting revision to the Future Land Use Map changing real estate from Agriculture to Residential Estate. 7431 SW Lee Harris Road (Project Number: RZ21-0070).

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Agriculture. These areas include larger properties used primarily for the raising of crops or livestock. These properties may include residences and farm-related structures.

The applicant requests a change in the Future Land Use Plan to Residential Estate. Residential Estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

The property is located within Priority Area 3, Edge Growth and focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place.

2b. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of A-1, Agricultural to R-E, Residential Estate. 7431 SW Lee Harris Road (Project Number: RZ21-0070).

The Planning Commission voted 7-0, recommending approval.

The RE District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

This rezoning request is not consistent with the Future Land Use Plan, however, it is compatible with the surrounding land use patterns and infrastructure availability.

3a. Resolution adopting revision to the Future Land Use Map changing real estate from Low-Density Residential to Medium-Density Residential. 813 Bella Vista Road (Project Number: RZ21-0066).

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low-Density Residential. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

3b. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential. 813 Bella Vista Road (Project Number: RZ21-0066).

The Planning Commission voted 7-0, recommending approval.

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is not consistent with the Future Land Use Plan, however, DN-2 is compatible with existing land uses and with the Bentonville Community Plan. In addition, it is consistent with recent rezonings to DN-2 to the south along Bella Vista Road.

4. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification R-1, Low Density Single-Family Residential to DN-1, Downtown Low-Density Residential. 201 SW F Street (Project Number: RZ21-0067).

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include detached single-family residential properties and amenities for residents, including neighborhood parks, places of worship, etc.

The Downtown Neighborhood Subarea Plan of the Bentonville Community Plan (pg. 135) depicts this property to be located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville

The DN-1 district is intended to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots larger than 60 feet in width.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. It is consistent with surrounding land-use patterns and single-family low-density homes and zoning districts in the nearby surrounding area.

5. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification R-1, Low Density Single-Family Residential to DN-2, Downtown Medium-Density Residential. 310 NW 10th Street, 905 & 907 NW B Street & 960 NW C Street (Project Number: RZ21-0069).**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

The DN-2 district is intended to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

6. **Ordinance accepting a lot split Lot 1 of Reynosa Addition to the City of Bentonville, Arkansas. 602 Bella Vista Road (Project Number: LS21-0037).**

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned DN-2, Downtown Medium Density Residential. A lot split of un-platted section land, creating new Lot 1 (+/- 0.374 acres), of Reynosa Addition. The plat dedicates various easements to serve the new lot and also dedicates a right-of-way along Bella Vista Road per the Master Street Plan requirements.

7. **Ordinance accepting a lot split Lots 13 & 14, Block 5 of Bank's Addition, to the City of Bentonville, Arkansas. 110 SE 13th Street, (Project Number: LS21-0051).**

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned DE, Downtown Edge. A lot split of all of existing Lot 1, Block 5, and creating new Lot 13 (+/- 0.19 acres) and Lot 14 (+/-0.13

acres), Block 5 of Bank's Addition. The plat dedicates various easements to serve the new lots. Right-of-way along both SE 13th Street and SE Benton Street is adequate per the Master Street Plan requirements.

8. **Ordinance accepting a property line adjustment of Lot 17, Block 1 of Lincoln and Rice Addition, Clark's Second Addition to the City of Bentonville, Arkansas. 608 NE 2nd Street (Project Number: PLA21-0037).**

   The Planning Commission voted 7-0, recommending approval.

   The property is currently R-1, Low-Density Single-Family Residential. A property line adjustment of all of existing Lot 5 and part of existing Lot 6 creating new Lot 17 (+/- 0.26 acres), Block 1 of Lincoln and Rice Addition. The plat dedicates a 15' wide utility easement to serve the new lot and also dedicates a right-of-way along NE E Street per the Master Street Plan requirements.

9. **Ordinance accepting a lot split of Lots 4, 5, & 6 of Highland East Addition to the City of Bentonville, Arkansas. 7431 SW Lee Harris Road (Project Number: LS21-0041).**

   The Planning Commission voted 7-0, recommending approval.

   A lot split of all of existing Lot 1, creating new Lot 4 (+/- 2.53 acres), Lot 5 (+/- 5.33 acres), and Lot 6 (+/-2.62 acres), of Highland East Addition. The plat dedicates various easements to serve the new lots. The plat dedicates right-of-way along SW Lee Harris Road per the Master Street Plan requirements.

Hubbard

7431 SW Lee Harris Road

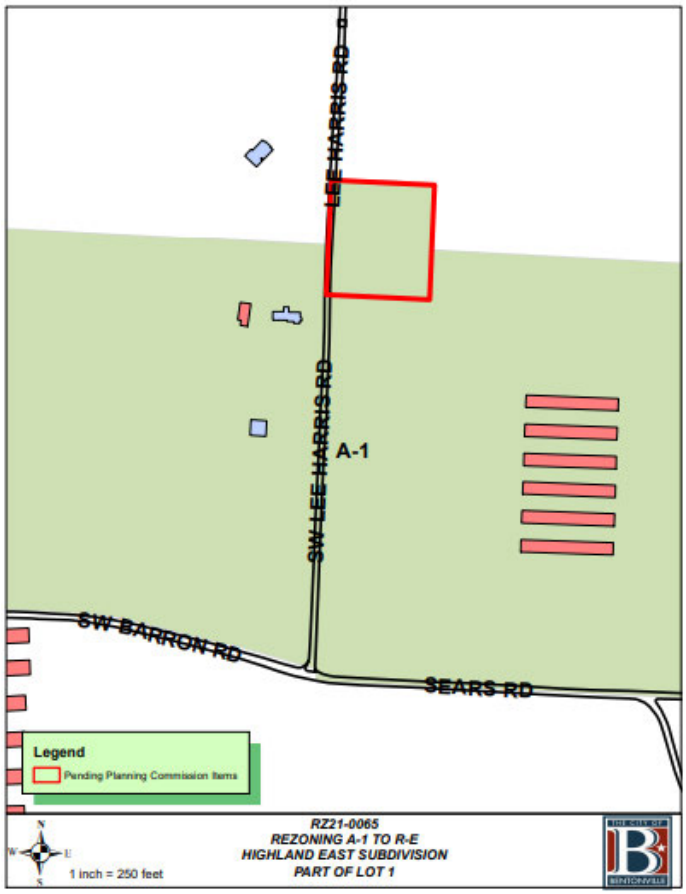
PC Date: 10/19/2021

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ21-0065
Applicant / Current Owner	Hubbard
Site Area	+/-2.53 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-E, Residential Estate
Future Land Use Map Designation	Agriculture (A)
Requested Future Land Use Map Designation	Residential Estate (RE)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 7431 SW Lee Harris Road. Currently zoned A-1, Agricultural. This rezoning request is for the northern portion of parcel 01-18913-000. Adjacent zoning districts are Benton County to the north, Benton County and A-1, Agricultural to the east and west, and A-1, Agricultural to the south.

Relationship to the Bentonville Community Plan

The Future Land Use Map currently depicts this property as Agriculture. These areas include larger properties used primarily for the raising of crops or livestock. These properties may include residences and farm-related structures.

The applicant requests a change in the Future Land Use Plan to Residential Estate. Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

The property is located within Priority Area 3, Edge Growth and focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place. (pg. 44).

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

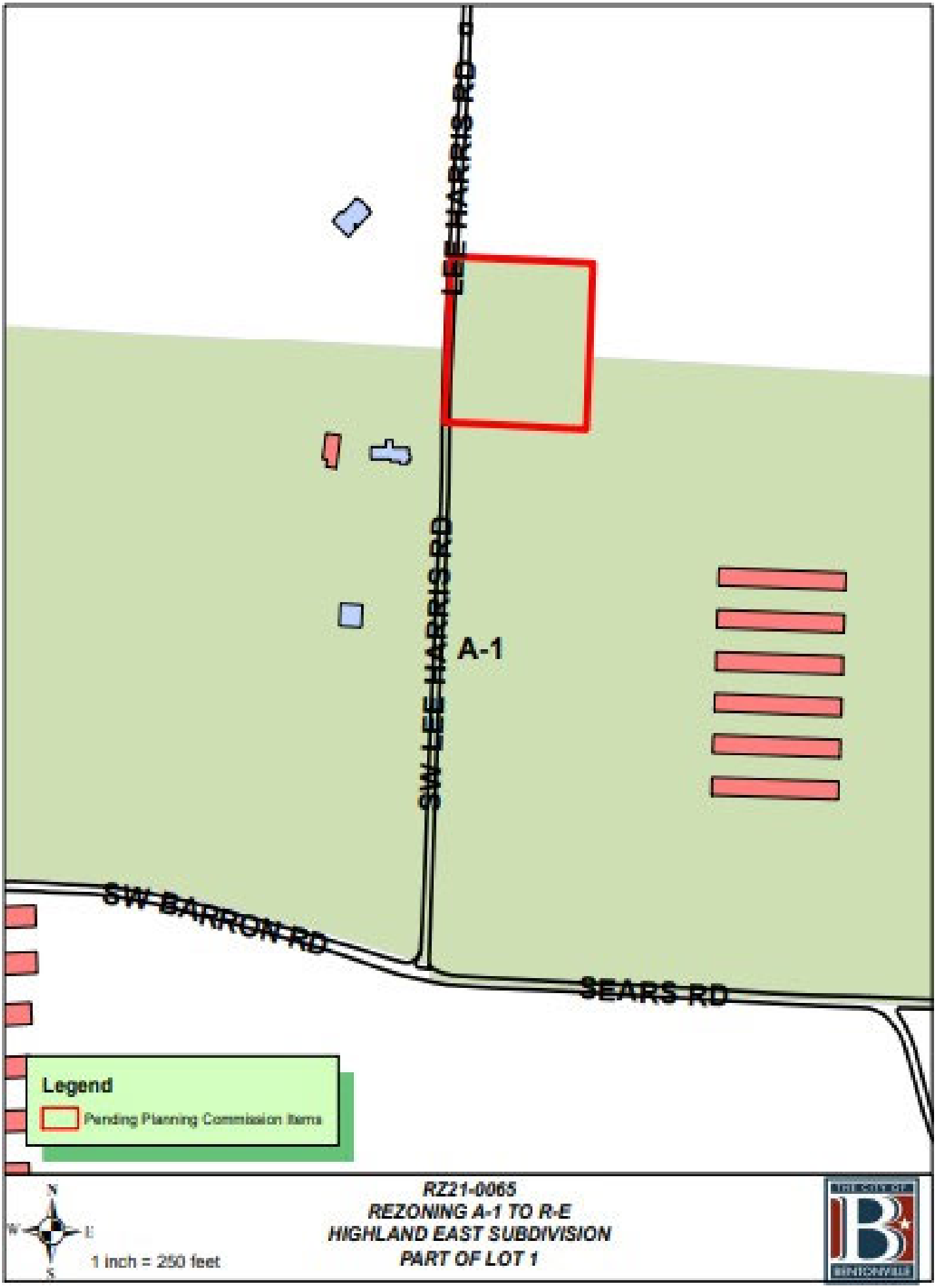
Analysis

The RE District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, allow the keeping of animals, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

This rezoning request is not consistent with the Future Land Use Plan, however, it is compatible with the surrounding land use patterns and infrastructure availability.

Conclusion

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.


SW LEE HARRIS RD
A-1
SW BARRON RD
SEARS RD
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 250 feet
RZ21-0065
REZONING A-1 TO R-E
HIGHLAND EAST SUBDIVISION
PART OF LOT 1

September 1, 2021

Bentonville Planning Commission
City of Bentonville, Arkansas
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Application Narrative
7431 SW Lee Harris Road

On behalf of our client, we are submitting application materials to rezone approximately 5 acres along the east side of SW Lee Harris Road and approximately 650 feet north of Sears Road/SW Barron Road. This letter is intended to serve as the narrative required by the rezoning application checklist.

ESI has previously submitted a lot split for Lot 1 of the Highland East Addition (LS21-0041). The property to be rezoned is shown as New Lot 4 and New Lot 5 of the lot split.

All of Lot 1 (including New Lot 4, New Lot 5, and New Lot 6) is currently in the A-1 (Agricultural) zoning district. New Lot 5 will remain in the A-1 district. We request that New Lot 4 and New Lot 6 be rezoned from A-1 to R-E (Residential Estate) zoning district. The rezoning is required because New 4 and New Lot 6 will be smaller than the A-1 district requires.

The proposed use for the property following rezoning and lot split is single family residential estate lots in line with the requirements and purpose of the R-E district. One lot is currently under contract to be sold. The large residential lots will be in conformance with the surrounding area, which includes a mix of agricultural and low density residential uses. Much of the surrounding area is outside Bentonville's municipal limits.

Due to the large size of the lots and small number of residential units allowed on this property, no discernable impact to traffic is anticipated.

No signage associated with the rezoning or lot split is proposed.

No significant or adverse change to the area's appearance is anticipated.

Public water and sewer infrastructure are not available in this area. All lots will utilize individual on-site septic systems and private wells.

Thank you for your consideration of this application. Please let us know if you have any questions or need any additional materials.

[redacted]

Residential Estates

Future Land Use Plan Category Description

Res. No. 10-23-18A



Description

Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

R-E, Residential Estate District

The R-E District is an extremely low density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, specifically approved by the Planning Commission, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

Maximum Height Allowed: 36 feet

Minimum Street Frontage: 20 feet

Minimum Width of Corner Lots: 75 feet at building line

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-E	All	87,120 (2 acres)	-	100’	10%	15%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-E	All	30’	30’	30’	30’

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces
Garage, Side- or Rear-loading: 20 ft. from the facing property line
Garage, Alley Facing: 20 ft. from property line at alley

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	1,000 sq. ft.	1,000 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7’	7’	As required by the district
Rear setback	7’	7’	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot.

R-E, Residential Estate District

Residential Tree Planting: For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Chicken, hobby Community garden Greenhouse **Residential** Dwelling - single family **Recreation, Education & Assembly** Library Park - community Park - mini Park - neighborhood **Services** Child care - residential (4 children)	**Agriculture and Animals** Animal - farm Botanical garden Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Aquarium Community center Country club Educational facility Golf course Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Apiculture **Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-E, Residential Estate

Setback Illustration



Updated May 2020

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM AGRICULTURE TO RESIDENTIAL ESTATE. (PROJECT NUMBER: RZ21-0065).

WHEREAS, Hubbard, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Agriculture to Residential Estate, which property is described as follows:

A PART OF THE ORIGINAL LOT 1 OF HIGHLAND EAST ADDITION, TO THE CITY OF BENTONVILLE, RECORDED IN PLAT FILE L202003372, ALSO BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, SAID POINT BEING A FOUND ALUMINUM CAP, UNREADABLE; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°29'14”E A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A FOUND IRON PIN WITH CAP “ALAN REID”; THENCE LEAVING SAID WEST LINE, S87°15'35”E A DISTANCE OF 315.01 FEET TO A FOUND IRON PIN WITH CAP “ALAN REID”; THENCE S02°30'31”W A DISTANCE OF 208.00 FEET TO A POINT ON THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, SAID POINT ALSO BEING A FOUND IRON PIN; THENCE S02°30'31”W A DISTANCE OF 141.79 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°15'35”W A DISTANCE OF 314.88 FEET TO A FOUND NAIL; THENCE N02°29'14”E A DISTANCE OF 349.79 FEET TO THE POINT OF BEGINNING, CONTAINING 2.53 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF S.W. LEE HARRIS ROAD ON THE WEST SIDE THEREOF AND TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 19, 2021 at Bentonville City Hall; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present land use classification of Agriculture to Residential Estate, on the City of Bentonville Future Land Use Map.

Section 2: That this resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED this _____ day of October, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-E, RESIDENTIAL ESTATE (PROJECT NUMBER: RZ21-0065).

WHEREAS, Hubbard duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-E, Residential Estate to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE ORIGINAL LOT 1 OF HIGHLAND EAST ADDITION, TO THE CITY OF BENTONVILLE, RECORDED IN PLAT FILE L202003372, ALSO BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, SAID POINT BEING A FOUND ALUMINUM CAP, UNREADABLE; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°29'14”E A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A FOUND IRON PIN WITH CAP “ALAN REID”; THENCE LEAVING SAID WEST LINE, S87°15'35”E A DISTANCE OF 315.01 FEET TO A FOUND IRON PIN WITH CAP “ALAN REID”; THENCE S02°30'31”W A DISTANCE OF 208.00 FEET TO A POINT ON THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, SAID POINT ALSO BEING A FOUND IRON PIN; THENCE S02°30'31”W A DISTANCE OF 141.79 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°15'35”W A DISTANCE OF 314.88 FEET TO A FOUND NAIL; THENCE N02°29'14”E A DISTANCE OF 349.79 FEET TO THE POINT OF BEGINNING, CONTAINING 2.53 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF S.W. LEE HARRIS ROAD ON THE WEST SIDE THEREOF AND TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 19, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-E, Residential Estate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to R-E, Residential Estate to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

Hubbard

7431 SW Lee Harris Road

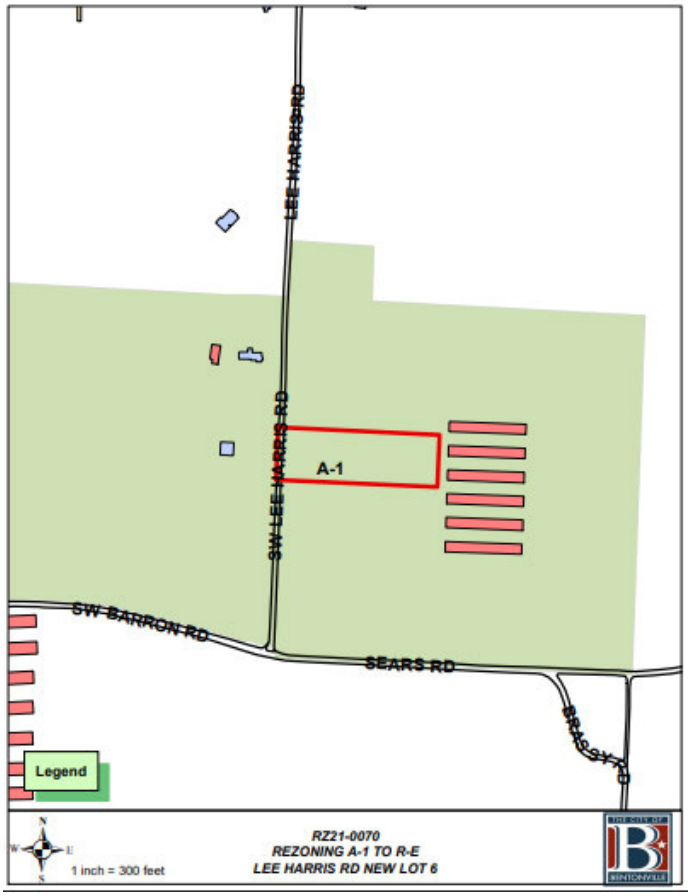
PC Date: 10/19/2021

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ21-0070
Applicant / Current Owner	Hubbard
Site Area	+/-2.62 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-E, Residential Estate
Future Land Use Map Designation	Agriculture (A)
Requested Future Land Use Map Designation	Residential Estate (RE)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 7431 SW Lee Harris Road. Currently zoned A-1, Agricultural. This rezoning request is for the northern portion of parcel 01-18913-000. Adjacent zoning districts are all A-1, Agricultural.

Relationship to the Bentonville Community Plan

The Future Land Use Map currently depicts this property as Agriculture. These areas include larger properties used primarily for the raising of crops or livestock. These properties may include residences and farm-related structures.

The applicant requests a change in the Future Land Use Plan to Residential Estate. Residential Estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

The property is located within Priority Area 3, Edge Growth and focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place. (pg. 44).

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

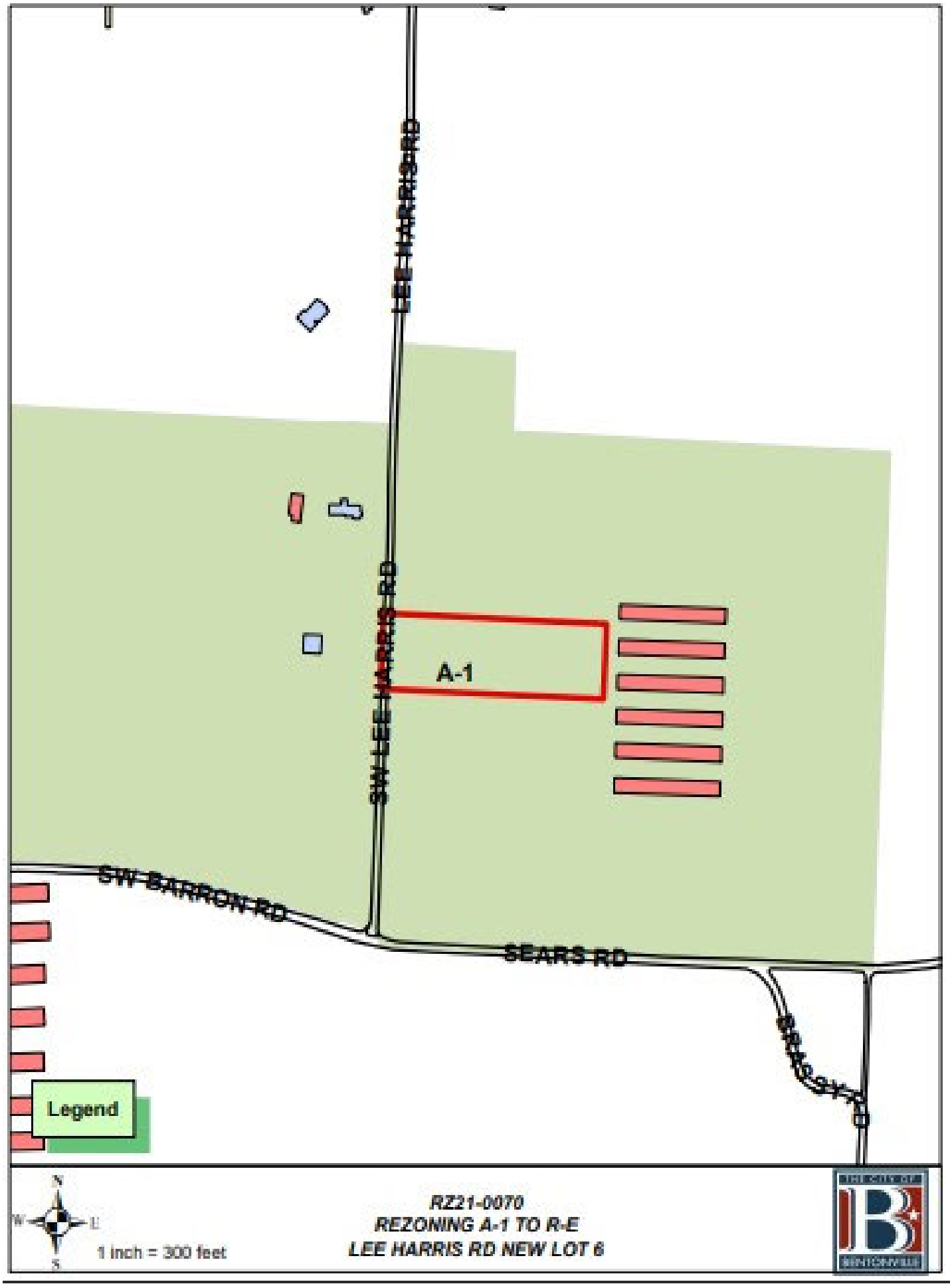
Analysis

The RE District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

This rezoning request is not consistent with the Future Land Use Plan, however, it is compatible with the surrounding land use patterns and infrastructure availability.

Conclusion

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.


A-1
SW BARRON RD
SEARS RD
Legend
N
W
E
S
1 inch = 300 feet
RZ21-0070
REZONING A-1 TO R-E
LEE HARRIS RD NEW LOT 6

September 23, 2021

Bentonville Planning Commission
City of Bentonville, Arkansas
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Application Narrative
7431 SW Lee Harris Road – New Lot 6

On behalf of our client, we are submitting application materials to rezone approximately 2.62 acres along the east side of SW Lee Harris Road and approximately 650 feet north of Sears Road/SW Barron Road. This letter is intended to serve as the narrative required by the rezoning application checklist.

ESI has previously submitted a lot split for Lot 1 of the Highland East Addition (LS21-0041). The property to be rezoned is shown as New Lot 6 of the proposed lot split.

New Lot 6 is currently in the A-1 (Agricultural) zoning district. We request that that New Lot 6 be rezoned from A-1 to R-E (Residential Estate) zoning district because the proposed lot size is smaller than the minimum size allowed in the A-1 district.

The proposed use for the property following rezoning and lot split is single family residential estate lot in line with the requirements and purpose of the R-E district. This large residential lot will be in conformance with the surrounding area, which includes a mix of agricultural and low density residential uses. Much of the surrounding area is outside Bentonville's municipal limits.

Due to the large size of the lot and low density of development allowed in the requested district, no discernable impact to traffic is anticipated.

No signage associated with the rezoning or lot split is proposed.

No significant or adverse change to the area's appearance is anticipated.

Public water and sewer infrastructure are not available in this area. All lots will utilize individual on-site septic systems and private wells.

Thank you for your consideration of this application. Please let us know if you have any questions or need any additional materials.

[redacted]
Daniel Lazenby

Residential Estates

Future Land Use Plan Category Description

Res. No. 10-23-18A



Description

Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

R-E, Residential Estate District

The R-E District is an extremely low density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, specifically approved by the Planning Commission, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

Maximum Height Allowed: 36 feet

Minimum Street Frontage: 20 feet

Minimum Width of Corner Lots: 75 feet at building line

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-E	All	87,120 (2 acres)	-	100’	10%	15%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-E	All	30’	30’	30’	30’

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces
Garage, Side- or Rear-loading: 20 ft. from the facing property line
Garage, Alley Facing: 20 ft. from property line at alley

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	1,000 sq. ft.	1,000 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7’	7’	As required by the district
Rear setback	7’	7’	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot.

R-E, Residential Estate District

Residential Tree Planting: For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Chicken, hobby Community garden Greenhouse **Residential** Dwelling - single family **Recreation, Education & Assembly** Library Park - community Park - mini Park - neighborhood **Services** Child care - residential (4 children)	**Agriculture and Animals** Animal - farm Botanical garden Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Aquarium Community center Country club Educational facility Golf course Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Apiculture **Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-E, Residential Estate

Setback Illustration



Updated May 2020

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM AGRICULTURE TO RESIDENTIAL ESTATE. (PROJECT NUMBER: RZ21-0070).

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PASSED AND APPROVED this _____ day of October, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-E, RESIDENTIAL ESTATE (PROJECT NUMBER: RZ21-0070).

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WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 19, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

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PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

Heartland Advisers, LLC

813 Bella Vista Road

PC Date: 10/19/2021

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0066
Applicant / Current Owner	Heartland Advisers, LLC
Site Area	+/- 0.34 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 813 Bella Vista Road. The property is surrounded by R-1, Low-Density Single Family Residential to the north, south, east, and west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Low-Density Residential. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

Analysis

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is not consistent with the Future Land Use Plan, however, DN-2 is compatible with existing land uses and with the Bentonville Community Plan. In addition, it is consistent with recent rezonings to DN-2 to the south along Bella Vista Road.

Conclusion

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.


R-1
R-1
NW 11TH ST
NW G ST
R-1
NW 10TH ST
R-1
BELLA VISTA RD
CARSON DR
R-1
R-1
NW 9TH ST
NW E ST
NW F ST
R-1
R-1
NW 8TH ST
DN-2
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
RZ21-0066
REZONING R-1 TO DN-2
HAPPY HOME SUBDIVISION
LOTS 25
THE CITY OF
BENTONVILLE

813 Bella Vista Road Rezone Narrative

Current Zoning Designation: R1- Single Family Residential
Proposed Zoning Designation: DN2- Downtown Medium Density Residential

Explanation: Heartland Advisors, LLC proposes to rezone the property located at 813 Bella Vista Road (parcel ID 01-02787-000) from R1 to DN2.

Reason to Rezone: A rezone from R1 to DN2 would allow for Heartland Advisors to pursue a future lot split with a zoning designation that has less restrictive lot width and set-back requirements. Currently, the property is zoned R1 and serves as a single-family residence with a minimum 60' lot width requirement. A successful rezone to DN2 would allow for the creation of three 40'-50' wide lots with frontage on Bella Vista Road and NW 10th Street vs. the current two lots that would be allowed in R1. A DN2 zoning designation would allow for a total of three lots on the .34-acre parcel and the building of single-family homes. A deed-restriction to build single family only will be sought prior to the sale of any lot. The building on three smaller lots would put homes at a more attainable price point vs. building two larger single-family homes.
Current R1: Min. Lot Width- 60', Setbacks- front 20', interior 7', exterior 20', rear 25'
Proposed DN2: Min Lot Width- 50' no alley access, 40' alley access, Setbacks- front 12'-25', interior 0'-7', exterior 12'-25', rear 25'.

Statement of how the property will relate to surrounding properties: This property borders a single-family neighborhood with single family directly to the west and to the east on the opposite side of the schools. The future land use designation is Low Density Residential. Heartland Advisors, LLC is requesting an amendment to the Future Land Use Plan to mirror that of the single-family dwellings to the east on NW D that have a Future Land Use Designation of Medium Density.

Current Designation: Low Density Residential
Requested Amended Designation: Medium Density Residential
A land use plan amendment would allow for a rezone to DN2 to allow for 40'-50' lots vs. the current 60' required in the zoning regulations. While we understand a rezone to DN2 could set an unintended precedent for this area, we are only requesting this designation to the parcel lying directly adjacent to Bella Vista Road and would be open to a deed restricting the property to only allow for single family buildings.

Use: The use of the .34-acre lot will remain single family residential while increasing the number of homes from two to up to three.

Traffic: The additional residential dwellings should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with its proximity to Downtown Bentonville and the multiple trail systems.

Signage: None proposed at this time.

Appearance: There are currently no development plans in place for the lot, however, any development by the current owners, Heartland Advisors, LLC, will conform to the City of Bentonville design standards.

Water/ Sewer/ Electric: On-Site

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A



Description

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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DN-2, Downtown Medium Density Residential

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50’	-	50%	55%
	Single-family attached unit	2,000	-	20’		-	-
	Single-family attached structure, alley access	4,000	-	40’	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50’	-	50%	55%
	Two-family, alley access	4,000	-	40’	-	50%	55%
	Two-family, no alley access	5,000	-	50’	-	50%	55%
	Townhouse unit	2,000	-	20’	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12’	25’	12’	25’	7’	0’	25’
	Townhouse block-end and all others not listed	12’	25’	12’	25’	10’	0’	25’

Residential Tree Planting: For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

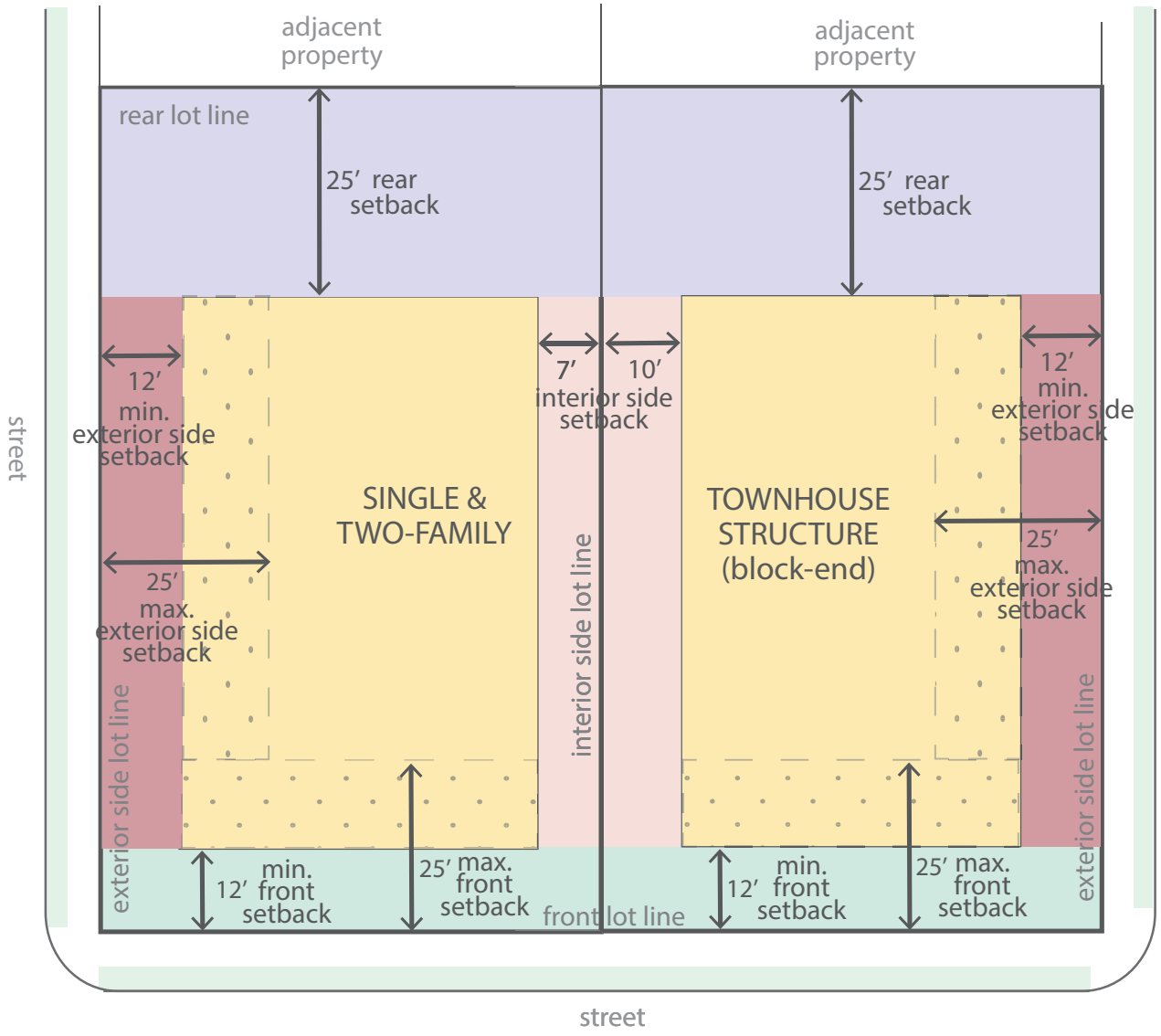
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family **Recreation, Education & Assembly** Park - mini Park - neighborhood **Services** Child care - residential (4 children)	**Agriculture and Animals** Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Educational facility Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Community garden **Residential** Dwelling – accessory Home occupation - type a **Transportation Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Setback Illustration



RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL. (PROJECT NUMBER: RZ21-0066).

WHEREAS, Heartland Advisers, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Low-Density Residential to Medium-Density Residential on the Future Land Use Map, which property is described as follows:

Lots 24 and 25, Happy Homes Subdivision, being a Lot Split of Lot 19, Happy HomeSubdivision, Bentonville, Benton County, Arkansas, as shown by the recorded plat on file as Document No. L202109639.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 19, 2021 at Bentonville City Hall; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above-described property is hereby changed from its present land use classification of Low-Density Residential to Medium-Density Residential on the City of Bentonville Future Land Use Map.

Section 2: That this resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED this _____ day of October, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0066).

WHEREAS, Heartland Advisers, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lots 24 and 25, Happy Homes Subdivision, being a Lot Split of Lot 19, Happy HomeSubdivision, Bentonville, Benton County, Arkansas, as shown by the recorded plat on file as Document No. L202109639.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 19, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Ogle

201 SW F Street

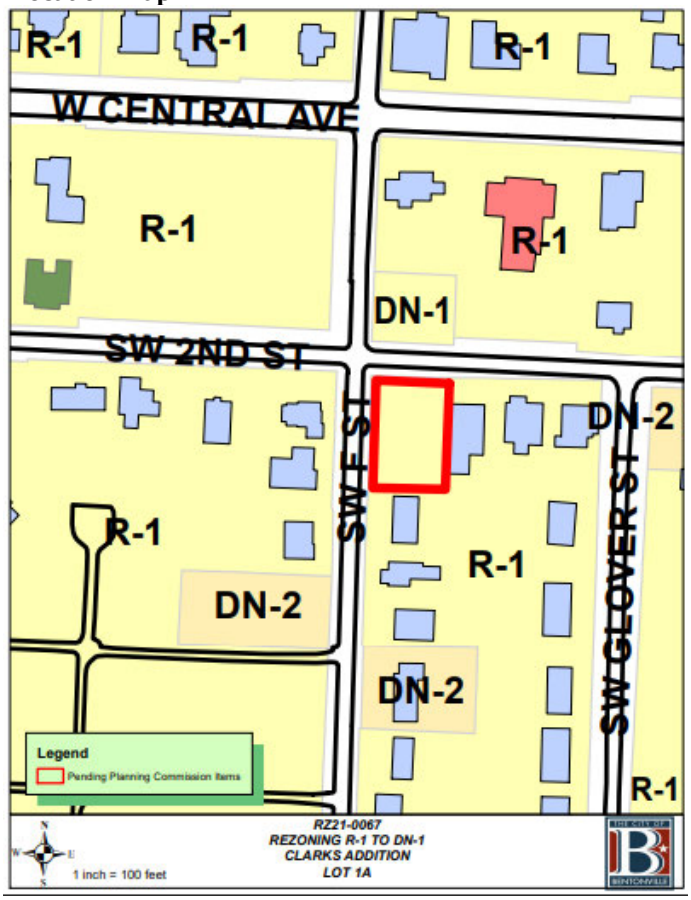
PC Date: 10/19/2021

Reviewer: Jon Stanley, Senior Planner, APA, ASLA

Project Number	RZ21-0067
Applicant / Current Owner	Nick & Chanika Ogle
Site Area	+/- 0.28 acres
Current Zoning	R-1, Low Density Single-Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

The subject property is located at 201 SW F Street and is currently zoned R-1, Low-Density Single-Family Residential. Adjacent zoning districts are R-1, Low-Density Single-Family Residential to the south, east, and west, and DN-1, Downtown Low-Density Residential to the north.

Relationship to the Bentonville Community Plan

The Future Land Use Map currently depicts this property as Medium-Density Residential. These areas typically include detached single-family residential properties and amenities for residents, including neighborhood parks, places of worship, etc.

The Downtown Neighborhood Subarea Plan of the Bentonville Community Plan (pg. 135) depicts this property to be located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 46).

Public Comment

Staff HAS received a public comment not objecting to this request. See attached.

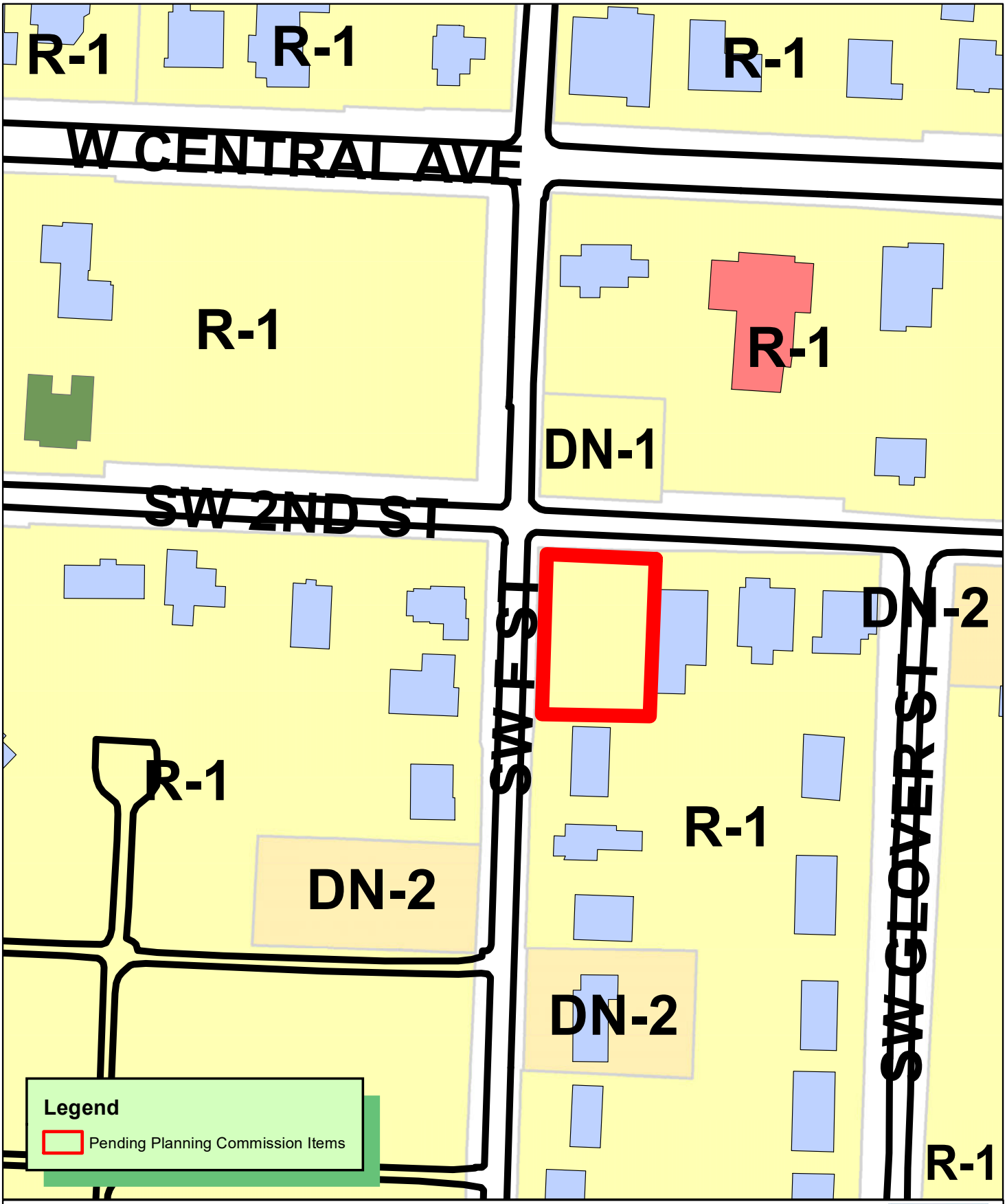
Analysis

The DN-1 district is intended to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots larger than 60 feet in width.

This rezoning request is not consistent with the Bentonville Community Plan and the Future Land Use Plan. It is consistent with surrounding land-use patterns and single-family low-density homes and zoning districts in the nearby surrounding area.

Conclusion

The Downtown Neighborhood Subarea Plan, existing development patterns, and the zoning of properties within the vicinity all lend credence to this rezoning request. Staff recommends approval.


R-1
R-1
R-1
W CENTRAL AVE
R-1
R-1
DN-1
SW 2ND ST
SW E ST
DN-2
SW GLOVER ST
R-1
R-1
DN-2
DN-2
R-1
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
RZ21-0067
REZONING R-1 TO DN-1
CLARKS ADDITION
LOT 1A
THE CITY OF
BENTONVILLE

201 SW F Street Rezone Narrative

Current Zoning Designation: R1- Single Family Residential
Proposed Zoning Designation: DN1- Downtown Low Density Residential

Explanation: Nick and Chanika Ogle propose to rezone the property located at 201 SW F Street (Parcel ID: 01-01668-000) from R1 to DN1 in order to allow enough room for their house to fit on the lot.

Reason to Rezone: The Ogle's have designed their house around the existing cellar on the property. The existing cellar is 2 feet outside of what R1 zoning will allow. Rezoning to DN1 will allow the house to be built over the existing cellar.

Statement of how the property will relate to surrounding properties: The Ogle's residential property will fit in form and scale outlined by the City of Bentonville DN1 building standards. This rezoning aligns with current rezoning efforts in Downtown Bentonville to save historic aspects on a property. The house itself will be a single-family residence in alignment with surrounding homes.

Use: The lot will be used to build a 4,600 sq ft single-family home with a wine cellar, dip pool, beautiful landscaping, and other features consistent with a beautiful home in Downtown Bentonville.

Traffic: The change from R1 to DN! should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with the new sidewalk on both 2nd and F streets.

Signage: None proposed at this time.

Appearance: The design is best described as modern classic with a little 'farmhouse' flare. It will be white brick with red cedar accents, large windows and doors, copper guttering, and black medal railing.

Water/ Sewer/ Electric: On-site.

NOTICE OF INTENT TO REZONE

Nick & Chanika Ogle has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Single-family Residential to DN-1, Downtown Low-density Residential

The legal description of the property is as follows:

Lot 1-A of the replat of a Part of Lots 1 and 12, Clark's Addition, Bentonville, Benton County, Arkansas as shown in Plat Record 21 at page 102.

The common description of the property is: 201 SW F St. Bentonville, AR 7271

Proposed land use: Single family home.

The public hearing will be held October 19th, 20 21 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or and deliver it to the City of Bentonville Planning Department, 305 S.W. A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.).

For more information, you may call the Planning Department at (479) 271-3122.

I/we have received notice of the public hearing for the rezoning of the above described property and:

☒ I / we have no objections to the rezoning.

☐ I / we object to the rezoning because:

_____

_____

[redacted]

Signature and Physical Address

Signature and Physical Address

NOTICE OF INTENT TO REZONE

Nick & Chanika Ogle has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Single-family Residential to DN-1, Downtown Low-density Residential

The legal description of the property is as follows:

Lot 1-A of the replat of a Part of Lots 1 and 12, Clark's Addition, Bentonville, Benton County, Arkansas as shown in Plat Record 21 at page 102.

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1. Attend the public hearing and express your views.
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For more information, you may call the Planning Department at (479) 271-3122.

I/we have received notice of the public hearing for the rezoning of the above described property and:

☒ I / we have no objections to the rezoning.

☐ I / we object to the rezoning because:

[redacted]

Signature and Physical Address

Signature and Physical Address

DN-1, Downtown Low Density Residential

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

Building Types Allowed:

	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-1	•						

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-1	36 ft.	--	--	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-1	Single-family	6,000	-	60'	-	40%	45%

Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-1	All	15’	25’	15’	-	7’	0’	25’

Residential Tree Planting: For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

DN-1, Downtown Low Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

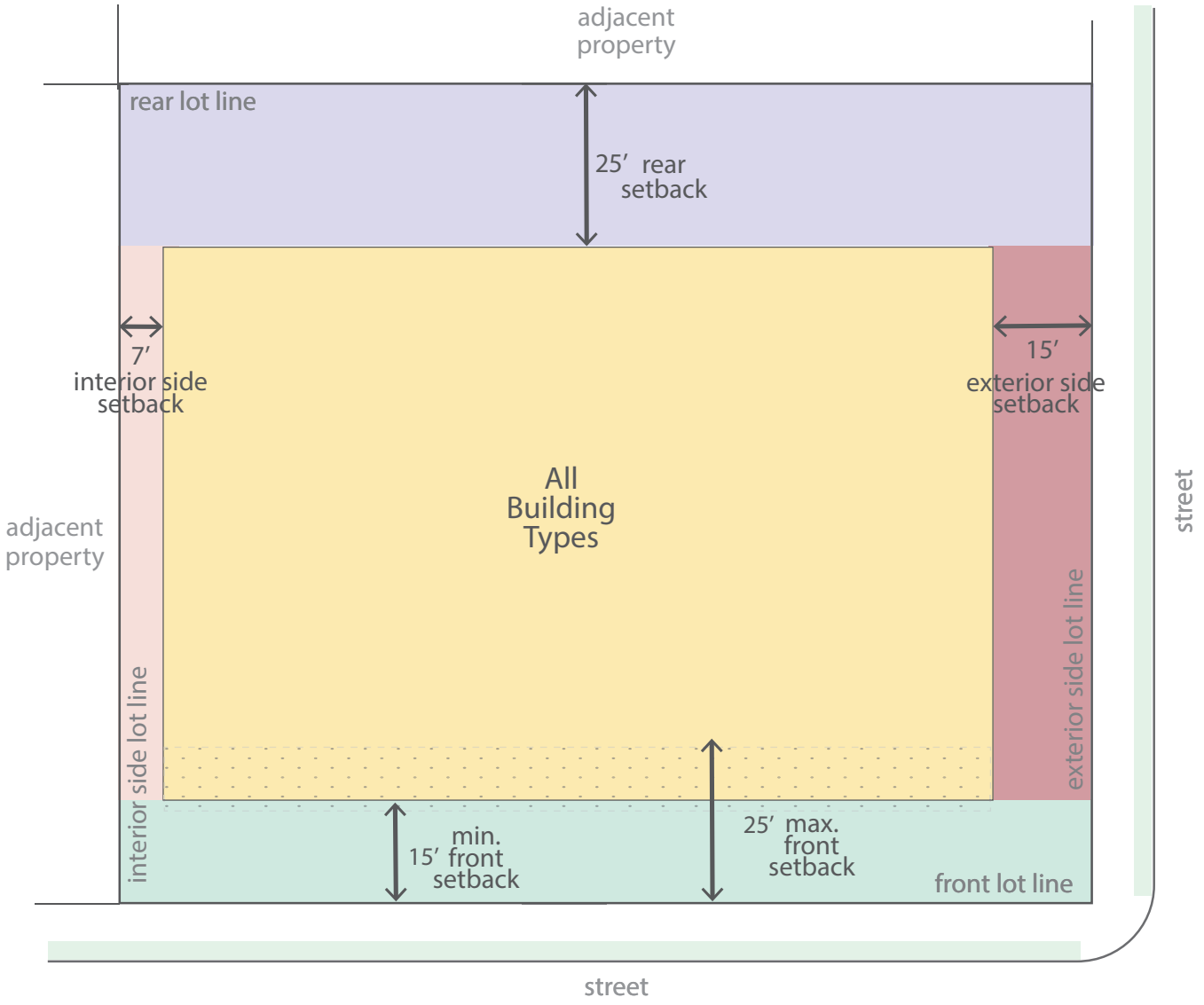
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular **Recreation, Education & Assembly** Park - mini Park – neighborhood **Services** Child care - residential (4 children)	**Agriculture and Animals** Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Educational facility Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - residential (5-10 children) Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Community garden **Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-1, Downtown Low Density Residential

Setback Illustration



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0067).

WHEREAS, Nick Ogle duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 1-A of the replat of a Part of Lots 1 and 12, Clark's Addition, Bentonville, Benton County, Arkansas as shown in Plat Record 21 at page 102..; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 19, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Barrett Family Trust

310 NW 10th Street, 905 & 907 NW B Street & 960 NW C Street

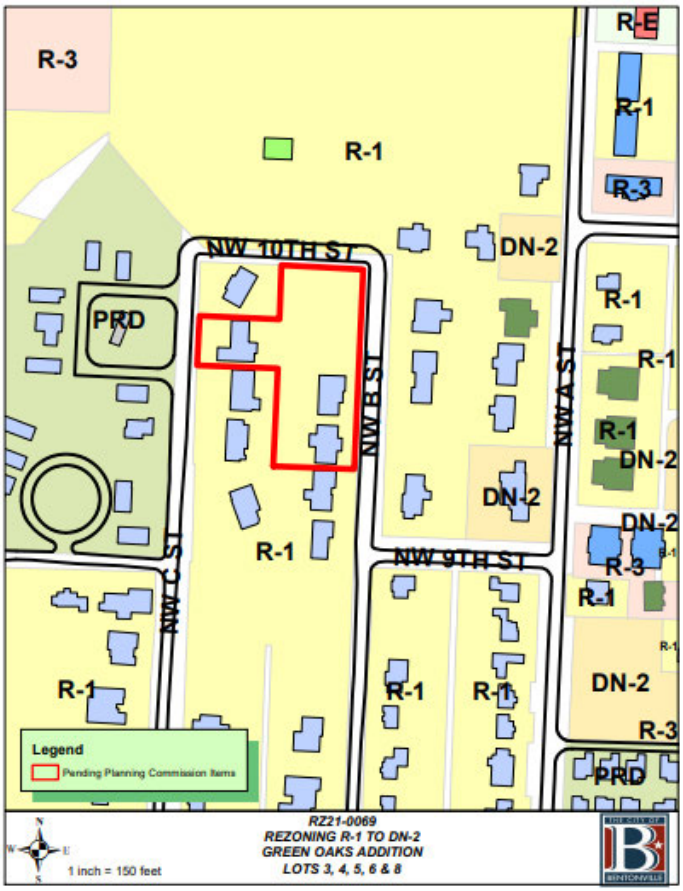
PC Date: 10/19/2021

Reviewer: Jon Stanley, Senior Planner, ALSA, APA

Project Number	RZ21-0069
Applicant / Current Owner	Barrett Family Trust
Site Area	+/- 1.58 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

These properties are located at 310 NW 10th Street, 905 & 907 NW B Street & 960 NW C Street The properties are all currently zoned R-1, Low-Density Single Family Residential. Surrounding zoning districts are all R-1, Low-Density Single-Family Residential.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

Public Comment

At the time of writing this staff report, staff has received public comments stating no objections to this rezoning request.

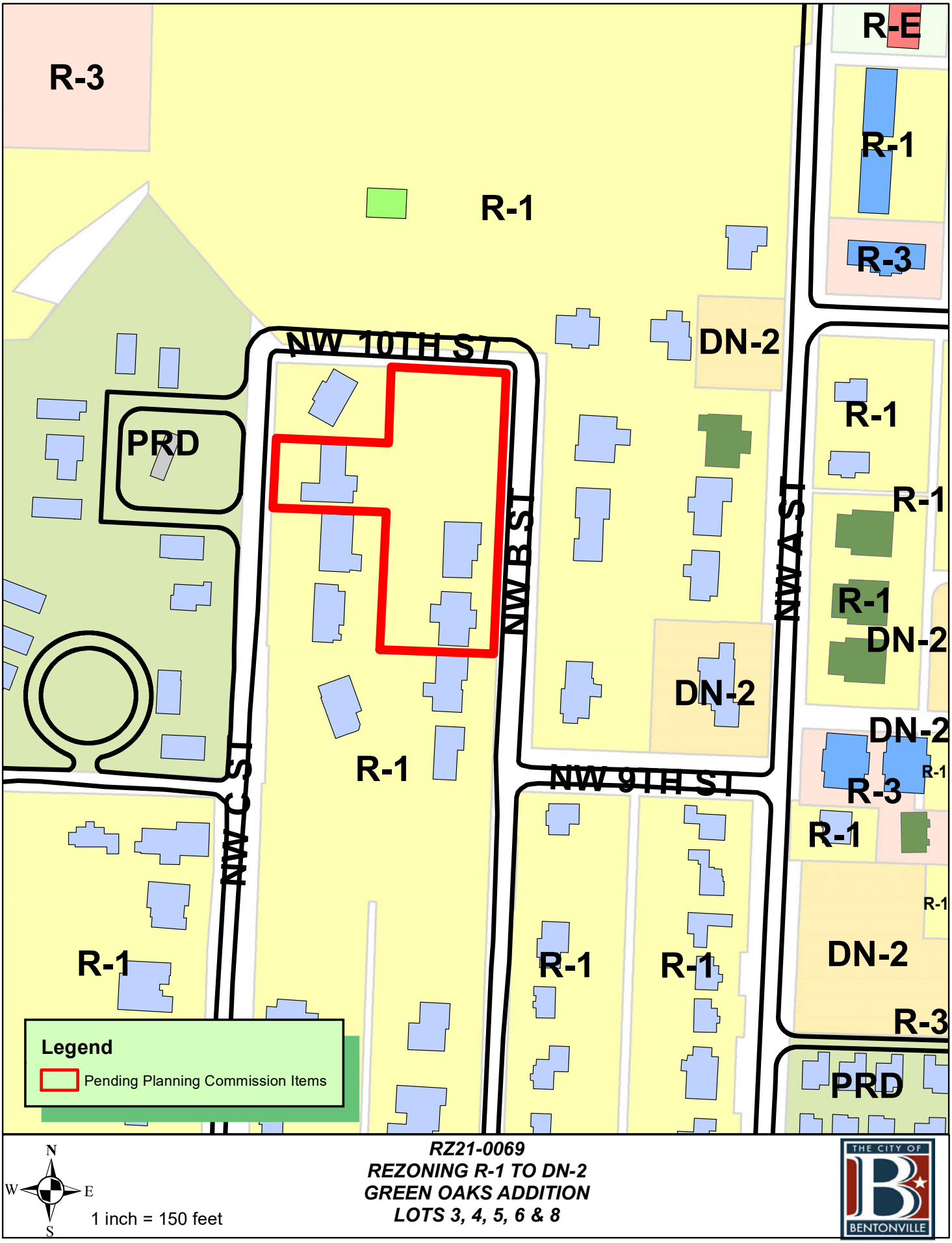
Analysis

The DN-2 district is intended to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.


R-3
R-E
R-1
R-1
R-3
NW 10TH ST
DN-2
PRD
R-1
R-1
NW B ST
NW A ST
R-1
DN-2
DN-2
DN-2
R-1
R-3
R-1
NW C ST
R-1
NW 9TH ST
R-1
R-1
R-1
DN-2
R-3
PRD
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
RZ21-0069
REZONING R-1 TO DN-2
GREEN OAKS ADDITION
LOTS 3, 4, 5, 6 & 8
THE CITY OF
BENTONVILLE

NARRATIVE.

Current zoning is R-1 and requesting a rezoning to DN-2, which fits into the future use plan for our area. Current owners are entities owned wholly by Beau S Barrett and Kourtney F Barrett Family Trust. No sales are proposed at this time.

Reason (for non-owner occupied): The subject property has been acquired for the purpose of renovating, improving the value and aesthetics of the neighborhood, as well as add additional ADU units for rental income. The current zoning will not allow the Barrett's to place an ADU behind the home and generate income without being owner occupied. DN-2 will allow for the additional ADU units to be leased out without the Barrett's occupying the main residence.

Reason (owner occupied): The Barrett's purchased the home at 301 10th street and demolished when the major water intrusion issues could not be resolved. The Barrett's plan on building a home on the corner of NW 10th and B streets. The design requires parts of the house to be closer than the 20' R-1 setback requirement. Barrett's are requesting a DN2 zoning to be allowed to take advantage of the 12' setbacks associated with DN-2.

The property will conform to the adjacent residential properties and will be renovated to improve aesthetics and overall appeal of the neighborhood. The only differentiating factor will be the ADU in the back of the homes.

Use will be for single family residential.

Traffic impact...None.

No Signage

Appearance will be in keeping with surrounding properties.

Water and Sewer is available.

NOTICE OF INTENT TO REZONE

BEAU S. & KOURTNEY F. BARRETT (LOTS 3,4,5,6, & 8) has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1 to DN-2

The legal description of the property is as follows:

LOTS 3, 4, 5, 6, AND 8 IN GREEN OAKS ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT RECORD "J" AT PAGE 76.

The common description of the property is: 905 NW 'B' STREET (Lot 3)
907 NW 'B' St. & 301 NW 10th St. (Lots 4,5, & 6)
960 NW 'C' STREET (LOT 8)

The public hearing will be held October 19th, 2021 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☒ I / we have no objections to the rezoning.
☐ I / we object to the rezoning because:

[redacted]

Signature and Physical Address

[redacted]

Signature and Physical Address

NOTICE OF INTENT TO REZONE

BEAU S. & KOURTNEY F. BARRETT (LOTS 3,4,5,6, & 8) has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1 to DN-2

The legal description of the property is as follows:

LOTS 3, 4, 5, 6, AND 8 IN GREEN OAKS ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT RECORD "J" AT PAGE 76.

The common description of the property is: 905 NW 'B' STREET (Lot 3)
907 NW 'B' St. & 301 NW 10th St. (Lots 4,5, & 6)
960 NW 'C' STREET (LOT 8)

The public hearing will be held October 19th, 2021 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

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3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

~~I~~/We have received notice of the public hearing for the rezoning of the above described property and:

☑ ~~I~~ we have no objections to the rezoning.
☐ I / we object to the rezoning because:

Signature and Physical Address

[redacted]

BENTONVILLE AR 72712.

Signature and Physical Address

Bentonville AR 72712.

DN-2, Downtown Medium Density Residential

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50’	-	50%	55%
	Single-family attached unit	2,000	-	20’		-	-
	Single-family attached structure, alley access	4,000	-	40’	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50’	-	50%	55%
	Two-family, alley access	4,000	-	40’	-	50%	55%
	Two-family, no alley access	5,000	-	50’	-	50%	55%
	Townhouse unit	2,000	-	20’	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12’	25’	12’	25’	7’	0’	25’
	Townhouse block-end and all others not listed	12’	25’	12’	25’	10’	0’	25’

Residential Tree Planting: For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

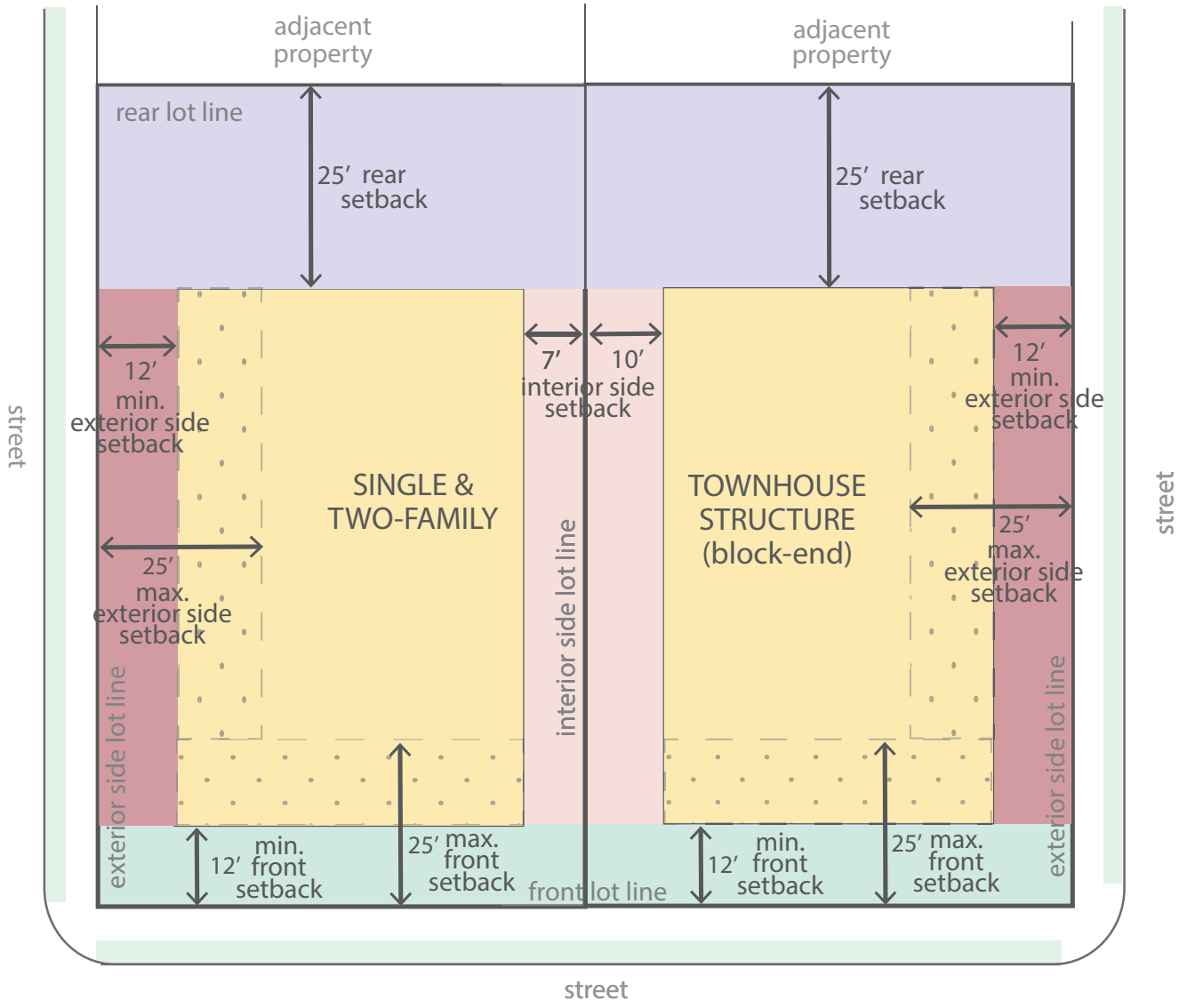
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family **Recreation, Education & Assembly** Park - mini Park - neighborhood **Services** Child care - residential (4 children)	**Agriculture and Animals** Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Educational facility Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Community garden **Residential** Dwelling – accessory Home occupation - type a **Transportation Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Setback Illustration



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0069).

WHEREAS, Barrett Family Trust, East Downtown Investments, LLC, and BFV Bentonville, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential to be used per city zoning laws and state laws, which property is described as follows:

LOTS 3, 4, 5, 6, AND 8 IN GREEN OAKS ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT RECORD "J" AT PAGE 76

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 19, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Consent Agenda Items

For the Planning Commission meeting of October 19, 2021

Reviewer: Jon Stanley, Senior Planner

- At the Technical Review meeting held on October 12, 2021 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lot 1 of Reynosa Addition, HVM Construction Inc & Ray Residential Homes, LLC, 602 Bella Vista Road, DN-2, Downtown Medium Density Residential, *LS21-0037*

The property is currently zoned DN-2, Downtown Medium Density Residential. A lot split of un-platted section land, creating new Lot 1 (+/- 0.374 acres), of Reynosa Addition. The plat dedicates various easements to serve the new lot and also dedicates a right-of-way along Bella Vista Road per the Master Street Plan requirements.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)

Lot Split: Lots 13 & 14, Block 5 of Bank's Addition, Emergent Property Managment, LLC, 110 SE 13th Street, DE, Downtown Edge, *LS21-0051*

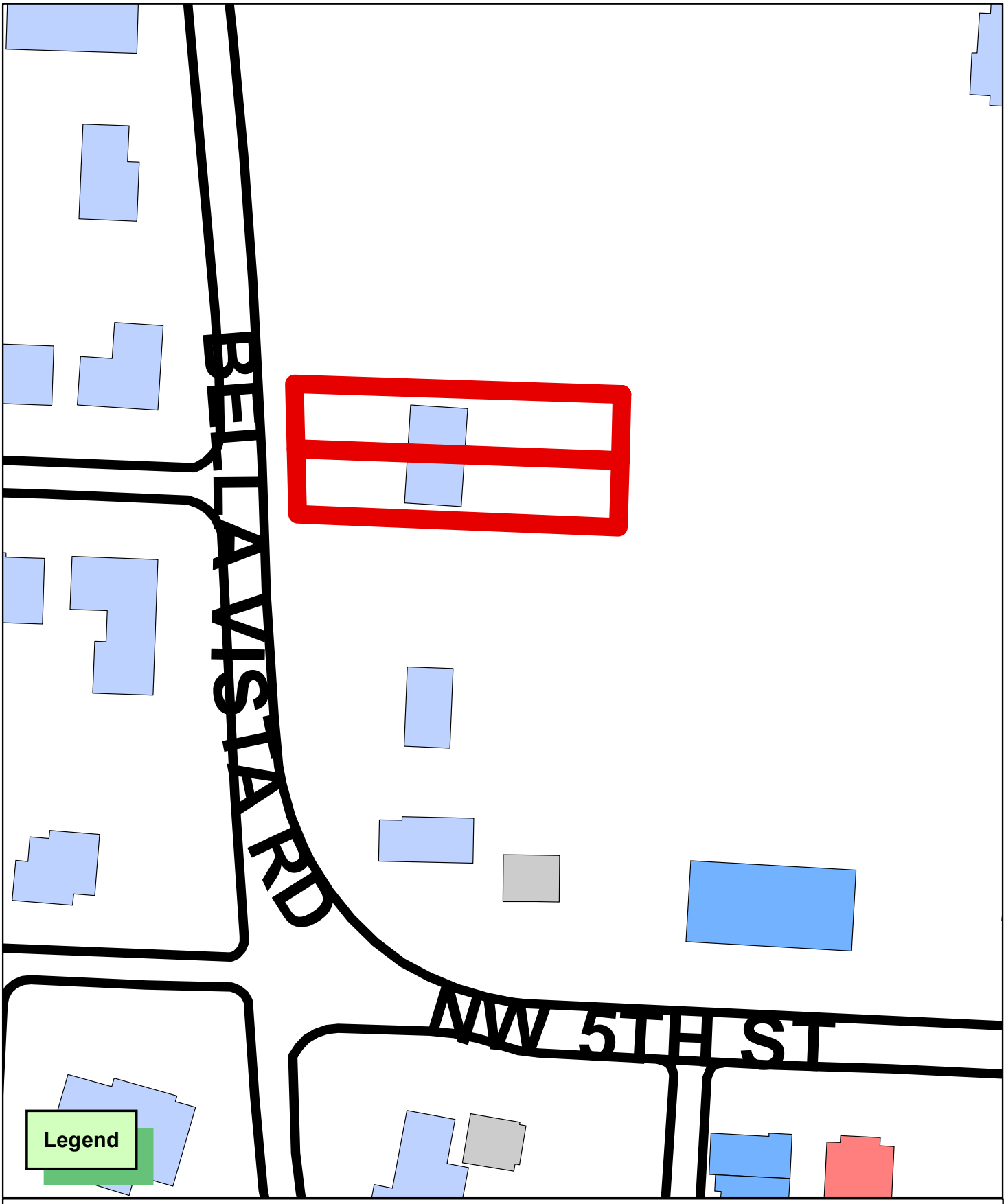
The property is currently zoned DE, Downtown Edge. A lot split of all of existing Lot 1, Block 5, and creating new Lot 13 (+/- 0.19 acres) and Lot 14 (+/-0.13 acres), Block 5 of Bank's Addition. The plat dedicates various easements to serve the new lots. Right-of-way along both SE 13th Street and SE Benton Street is adequate per the Master Street Plan requirements.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)

Property Line Adjustment: Lot 17, Block 1 of Lincoln and Rice Addition, John Barnidge, 608 NE 2nd Street, R-1, Low-Density Single-Family Residential, *PLA21-0037*

The property is currently R-1, Low-Density Single-Family Residential. A property line adjustment of all of existing Lot 5 and part of existing Lot 6 creating new Lot 17 (+/- 0.26 acres), Block 1 of Lincoln and Rice Addition. The plat dedicates a 15' wide utility easement to serve the new lot and also dedicates a right-of-way along NE E Street per the Master Street Plan requirements.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)



LS21-0037
LOT SPLIT
REYNOSA ADDITION
LOTS 1 & 2

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION _____

SIGNED: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____
PAGE: _____

STATE OF ARKANSAS)

COUNTY OF BENTON)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC SIGNATURE

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION:
_____

SIGNED:
_____
MAYOR

_____
CITY CLERK

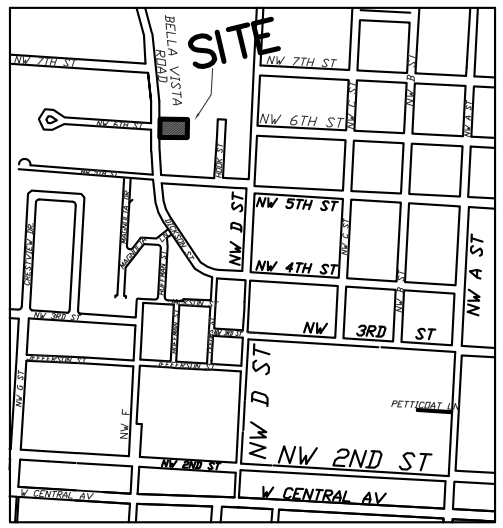
_____
PLANNING COMMISSION CHAIRMAN

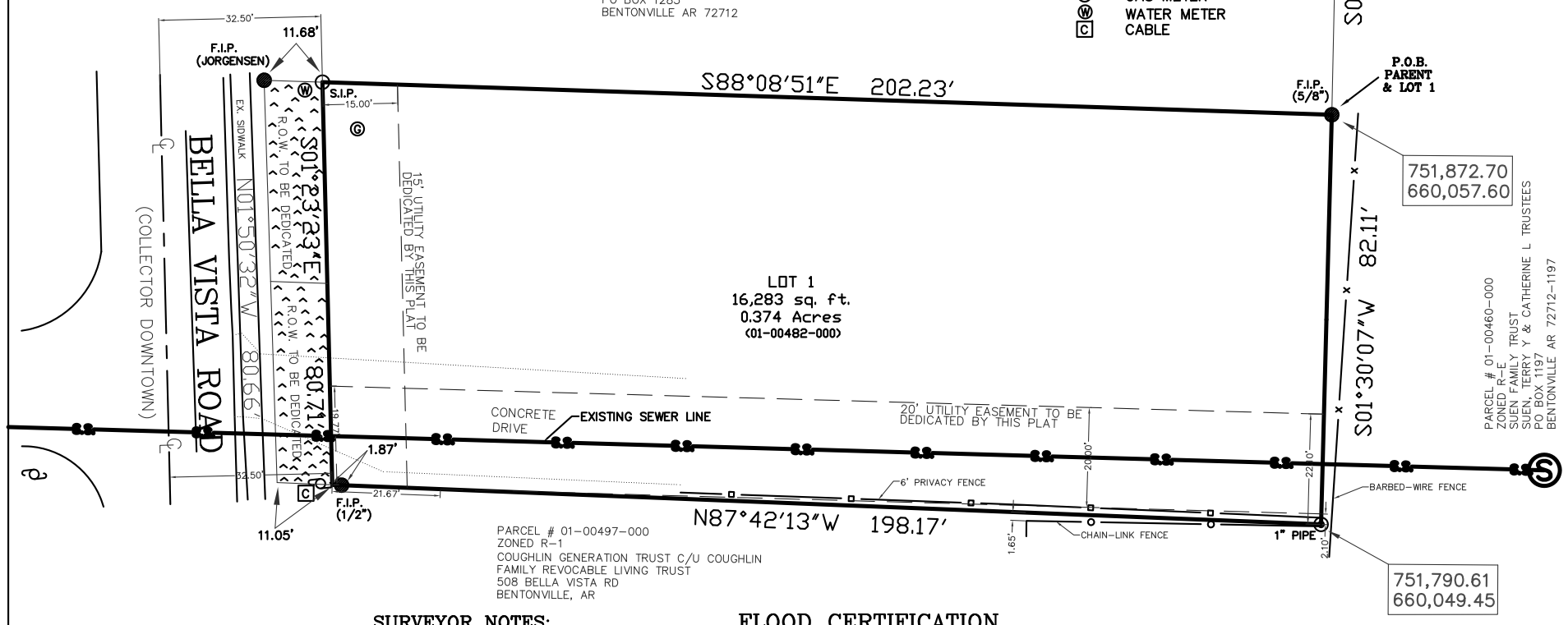
N

SCALE 1"=30'
30 15 0 30

LEGEND

- S.I.P. SET IRON PIN
- F.I.P. FOUND IRON PIN
- PIPE FOUND PIPE
- AXLE FOUND AXLE
- PROPERTY LINE
- CENTERLINE
- FENCE
- ADJ. PROPERTY LINE
- UTILITY EASEMENT
- AREA DEDICATED BY PLAT
- SEWERLINE
- POWER POLE
- SEWER MANHOLE
- WATER VALVE
- GAS METER
- WATER METER
- CABLE





PROPERTY DESCRIPTION (PARENT)

PART OF THE FRACTIONAL NE 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP NORTH. RANGE 30 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 01°14'07" WEST 82.42 FEET FROM THE SOUTHEAST CORNER OF LOT 40 OF MCANDREW AND JACKSON ADDITION TO BENTONVILLE (SHOWN IN PLAT RECORD L202039972), RUN THENCE SOUTH 01°30'07" WEST 82.11 FEET TO A 1" PIPE; THENCE NORTH 87°42'13" WEST 209.22 FEET TO THE RIGHT OF WAY OF OLD HIGHWAY 100 (BELLA VISTA ROAD); THENCE NORTH 01°50'32" WEST 80.66 FEET WITH SAID OLD HIGHWAY TO A POINT; THENCE SOUTH 88°08'51" EAST 213.91 FEET TO THE POINT OF BEGINNING, SAID PROPERTY CONTAINING 0.395 ACRES, MORE OR LESS.

BASIS OF BEARING IS TIED INTO CITY OF BENTONVILLE MONUMENTATION (1 & 38).

PROPERTY DESCRIPTION (LOT ONE)

PART OF THE FRACTIONAL NE 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP NORTH. RANGE 30 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 01°14'07" WEST 82.42 FEET FROM THE SOUTHEAST CORNER OF LOT 40 OF MCANDREW AND JACKSON ADDITION TO BENTONVILLE, RUN THENCE SOUTH 01°30'07" WEST 82.11 FEET TO A 1" PIPE; THENCE NORTH 87°42'13" WEST 198.17 FEET TO A SET IRON PIN; THENCE NORTH 01°23'23" WEST 80.71 FEET TO A SET IRON PIN; THENCE SOUTH 88°08'51" EAST 202.23 FEET TO THE POINT OF BEGINNING, SAID PROPERTY CONTAINING 0.374 ACRES, MORE OR LESS.

CITY REQUIRED NOTES:

1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.

2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

3. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

5. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

SURVEYOR NOTES:

1. PARENT DEED FILED IN BOOK 2015 AT PAGE 51722.

2. PROPERTY IS COUNTY TAX PARCEL #01-00482-000.

3. THE PLANNED ZONING FOR THE PROPERTY IS DOWNTOWN (DN-2). SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

4. OUR LIMITED RESEARCH COULD NOT FIND ANY EXISTING EASEMENTS ON THE PARENT TRACT, A MORE INDEPTH SEARCH IS NEEDED TO VERIFY.

5. WORK IN THE RIGHT OF WAY TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER.

FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA PANEL #05007C0090 J, DATED SEPTEMBER 28, 2007.

REGISTERED
STATE OF ARKANSAS
NO. 1553
Signature
DAVID B. PLATZ
PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF ACCURACY

I, DAVID B. PLATZ, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO 1553
STATE OF ARKANSAS

LOT SPLIT CREATING LOTS 1 OF REYNOSA ADDITION	REVISIONS No.:	BY:	DATE:
OWNER CONTACT INFO: HVM CONSTRUCTION, INC. HUMBERTO REYNOSA 1431 LE CHESNAY DRIVE CENTERTON, AR 72719			
273-7989 OR 366-7989 DAVID B. PLATZ LAND SURVEYOR P.O. BOX 223 BENTONVILLE, AR 72712	DRAWN BY: DP/ZS		DATE: 6/28/21
	CHECKED BY:		JOB No.: 2021306
	SCALE: 1"=30'		SHEET: 1

ATLAS PAGE 361 BENTONVILLE PROJECT #: LS21-0037

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF REYNOSA ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0037).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 1 of Reynosa Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 19, 2021; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lot 1 of Reynosa Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



N
W E
S

1 inch = 100 feet

LS21-0051
LOT SPLIT
BANKS ADDITION
LOT 1 BLOCK 5 CREATING LOTS 13 & 14

PROPERTY LINE ADJUSTMENT OF LOT 1, BLOCK 5 REVISED PLAT OF BANKS ADDITION CREATING LOT 13 AND LOT 14, BLOCK 5.

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY LINE
- PARCEL LINE
- SETBACK LINE
- ROAD CENTERLINE
- ● SET 1/2 INCH DIAMETER IRON PIN
- ○ FOUND MONUMENT (AS NOTED)
- 0 RR SPIKE
- ◁ CALCULATED POINT

10 0 20 40

SCALE 1" = 20'

EXISTING DEED DESCRIPTION
WARRANTY DEED L2021-47175

LOT 1, BLOCK 5, REVISED PLAT OF BANKS ADDITION, BENTONVILLE, BENTON COUNTY ARKANSAS AS SHOWN ON PLAT RECORD K AT PAGE 83.

Lot 13 Description;
A part of Lot 1, Block 5, of the Revised Plat of Banks Addition to the City of Bentonville, Benton County, Arkansas as shown on Plat Record K at page 83 and said part being more particularly described as follows:
Beginning at a found 1 inch diameter open top pipe, said pipe accepted and used as the northeast corner of said Lot 1 and being the
POINT OF BEGINNING OF LOT 13 (P.O.B. LOT 13);
thence South 02 degrees 21 minutes 23 seconds West a distance of 69.69 feet to a set 1/2-inch diameter iron pin;
thence North 87 degrees 26 minutes 45 seconds West a distance of 74.94 feet to a set 1/2-inch diameter iron pin;
thence South 02 degrees 23 minutes 57 seconds West a distance of 75.00 feet to a set 1/2-inch diameter iron pin;
thence North 87 degrees 26 minutes 45 seconds West a distance of 20.00 feet to a found 1/2-inch diameter iron pin;
thence North 02 degrees 23 minutes 57 seconds East a distance of 144.81 feet to a found 1/2-inch diameter iron pin and the south right of way line of SE 13th Street;
thence along said south right of way
South 87 degrees 22 minutes 23 seconds East a distance of 94.88 feet to the POINT OF BEGINNING OF LOT 13 (P.O.B. LOT 13), containing 8,120 square feet or 0.19 acres.

Lot 14 Description
A part of Lot 1, Block 5, of the Revised Plat of Banks Addition to the City of Bentonville, Benton County, Arkansas as shown on Plat Record K at page 83 and said part being more particularly described as follows:
Beginning at a found 1 inch diameter open top pipe, said pipe accepted and used as the northeast corner of said Lot 1,
thence South 02 degrees 21 minutes 23 seconds West a distance of 69.69 feet to a set 1/2-inch diameter iron pin and to the
POINT OF BEGINNING OF LOT 14 (P.O.B. LOT 14);
thence South 02 degrees 21 minutes 23 seconds West a distance of 75.00 feet to a set 1/2 inch diameter iron pin;
thence North 87 degrees 26 minutes 45 seconds West a distance of 74.99 feet to a set 1/2 inch diameter iron pin;
thence North 02 degrees 23 minutes 57 seconds East a distance of 75.00 feet to a set 1/2 inch diameter iron pin;
thence South 87 degrees 26 minutes 45 seconds East a distance of 74.94 feet to the POINT OF BEGINNING OF LOT 14 (P.O.B. LOT 14), containing 5,622 square feet, or 0.13 acres.

OWNER'S CERTIFICATION:
WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AN DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

PRINTED NAME: EMERGENT PROPERTY MANAGEMENT LLC,
P.O. BOX 2578 BENTONVILLE, AR. 72712

SIGNATURE: _____

SOURCE OF TITLE: WARRANTY DEED DOCUMENT L 2021-47175

CERTIFICATE OF SURVEY AND ACCURACY:
I, PAUL WALLA, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKER AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE, MATERIAL, ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS FOR THE ARKANSAS MINIMUM STANDARDS FOR PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS ARE MET.

DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. # 1214
STATE OF ARKANSAS

CERTIFICATE OF APPROVAL:
PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIR

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

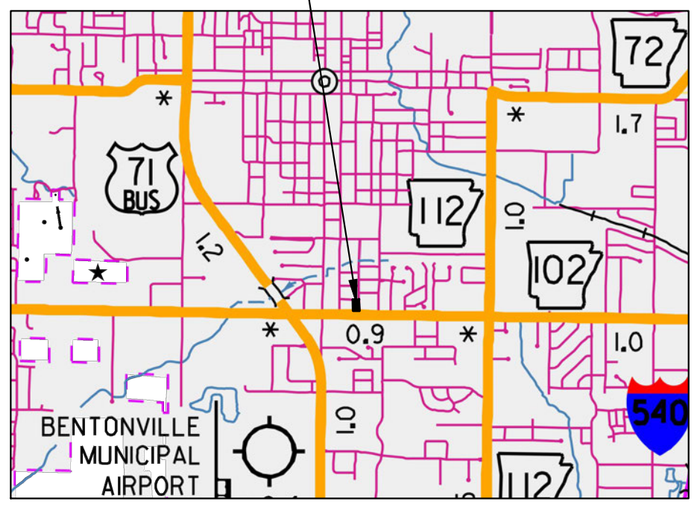
PROPERTY OWNER:
PARCEL 01-01231-000
EMERGENT PROPERTY MANAGEMENT LLC
110 SE 13TH ST
BENTONVILLE, AR.
ZONED: D-E
PROPOSED USE: COMMERCIAL
ATLAS PAGE: 403

ZONE D-E.
Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more information visit www. bentonvilleplanning.com or call the Planning Department at 479-271-3122.

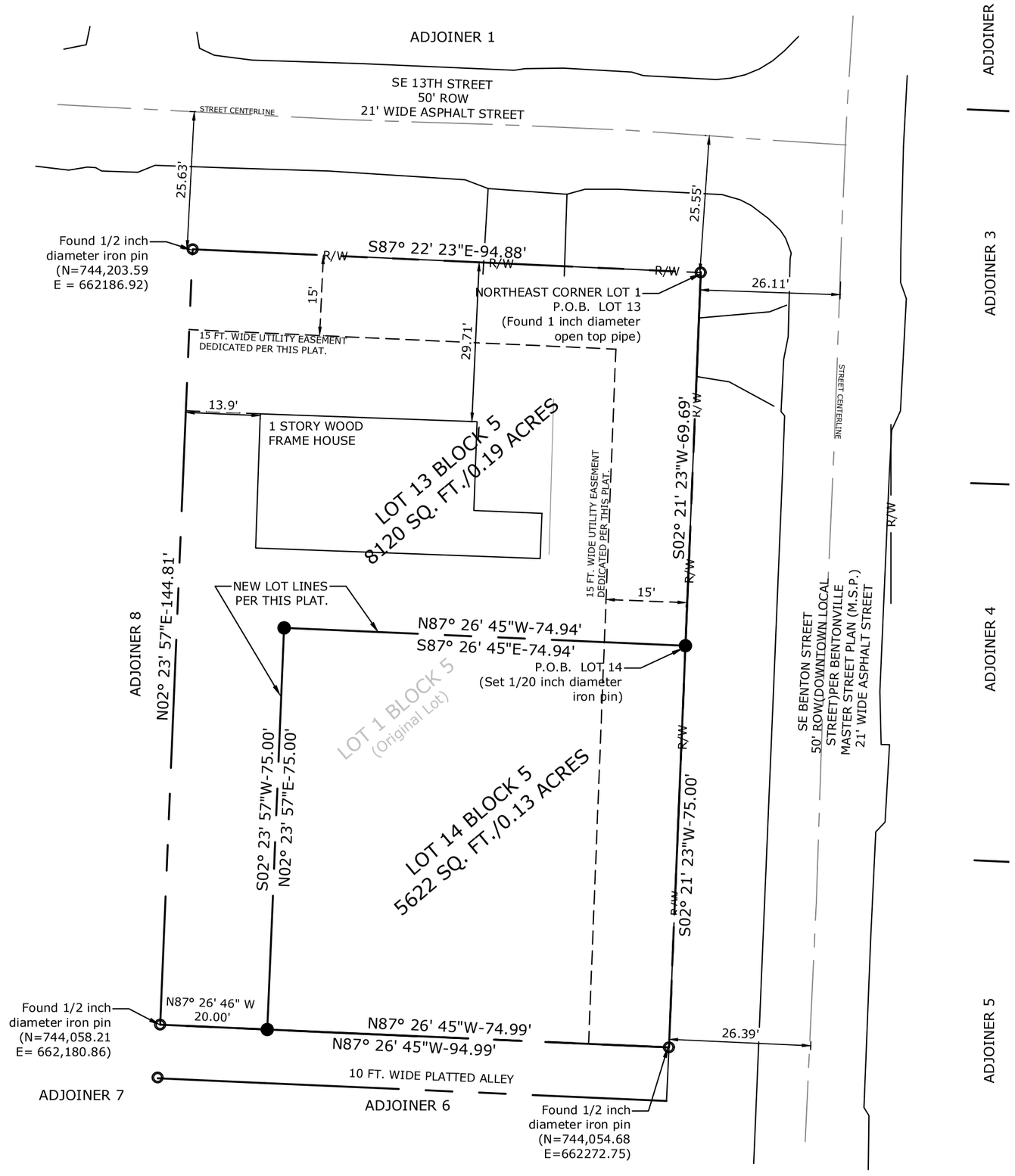
Survey plat notes:
1) Property Owner:
EMERGENT PROPERTY MANAGEMENT, LLC
PO BOX 2578
BENTONVILLE AR 72712
2) Basis of Bearings: Arkansas state plane coordinate system. North Zone.
3) Warranty deed reference for this property: Warranty Deed L2021-47175.
4) Benton County Parcel # 01-01231-000
5) This property is not within Flood Zone A as shown on the Federal Emergency Management Agency, Flood Insurance Rate Map (FIRM) map # 05007C0255K, dated June 5, 20212.
6) The following documents have been reviewed as part of this survey:
Replat of Banks Additional Book K page 83,
Banks Addition Book F page 47,
Banks Addition Book 21 page 191
Plat 2017-696-697,
Warranty deed document 2015-45215,
Warranty deed document 2021-47175.
7) Adjacent landowner information was obtained from the available online records at the Benton County Arkansas Tax Assessor office.
8) Orange plastic caps embossed "PLS 1214" were set on all set iron pins.
9) Before any work in the right of way commences, contractor and/or owner is to obtain a right-of-way permit from the City of Bentonville Transportation Department.
10) Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
11) Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
12) There may not be fences or any other structures built in any drainage easements.

ADJACENT LANDOWNERS
1)PARCEL 01-01230-000
RIGOBERTO MACHUCA
109 SE 13TH ST
BENTONVILLE, AR.
ZONED: R-1
2)PARCEL 01-01276-000
WILLOW STILES
202 SE 13TH ST
BENTONVILLE, AR.
ZONED: R-1
3)PARCEL 01-01196-000
LET FAMILY REVOCABLE TRUST,
LEMUEL EARL & ELIZABETH ANN TRUSTEES
1305 BENTON ST
BENTONVILLE, AR.
ZONED: R-1
4)PARCEL 01-01199-000
DANIEL L JR & LATRISHA L LARNER
1307 BENTON ST
BENTONVILLE, AR.
ZONED: R-1
5) PARCEL 01-01200-000
PEARL ANN PATTERSON
1311 BENTON ST
BENTONVILLE, AR.
ZONED: R-1
6) PARCEL 01-01200-000
EMERGENT PROPERTY MANAGEMENT LLC
1344 BENTON ST
BENTONVILLE, AR
ZONED D-C
7) PARCEL 01-01239-000
CWC HOLDINGS LLC
107 SE 14TH ST
BENTONVILLE, AR.
ZONE C-3
8)PARCEL 01-01232-000
TERRI HEAVENER
108 SE 13TH ST
BENTONVILLE, AR.
ZONED: R-1

PROJECT LOCATION



VICINITY MAP
(NOT TO SCALE)



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

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PROPERTY LINE ADJUSTMENT
LOT 1 BLOCK 5
REVISED PLAT OF BANKS ADDITION
CREATING LOT 13 AND LOT 14, BLOCK 5

©2021

REVISIONS			
REV	DATE	DESCRIPTION
1	09/30/2021	Addressed comments from Bentonville Planning Office. Resubmit

PROPERTY LINE ADJUSTMENT

PROJ. MANAGER: ZH	DRAWN BY: PW
DATE: 8/27/2021	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 212114

LS21-0051

W:\2021\21-2114 - BENTONVILLE, AR - 110 SE 13TH STREET PARKING ADDITION\LOT SPLIT\SA212114 LOT SPLIT.DWG

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 13 & 14, BLOCK 5 OF BANK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0051).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 13 & 14, Block 5 of Bank's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 19, 2021; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lots 13 & 14, Block 5 of Bank's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

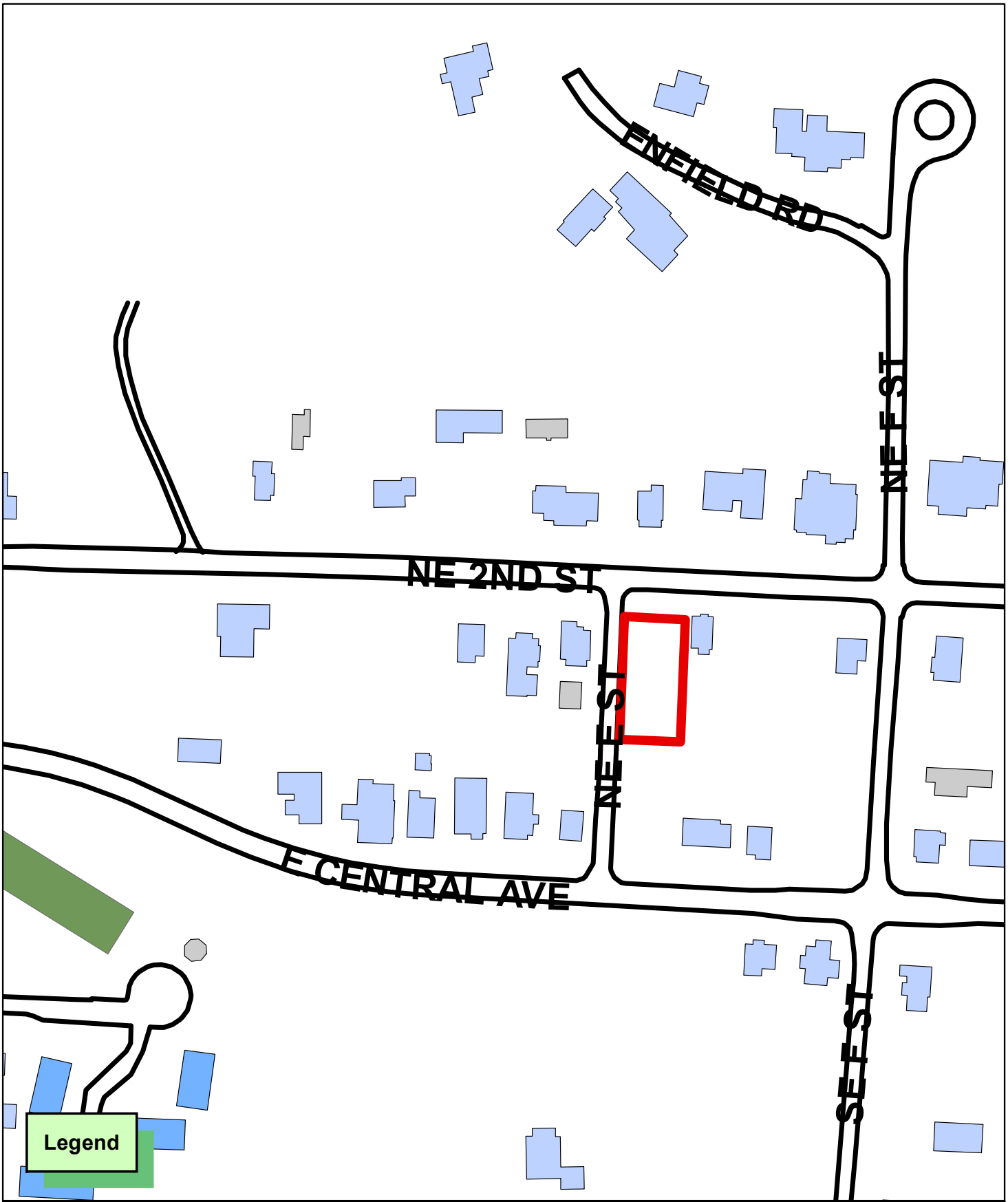
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



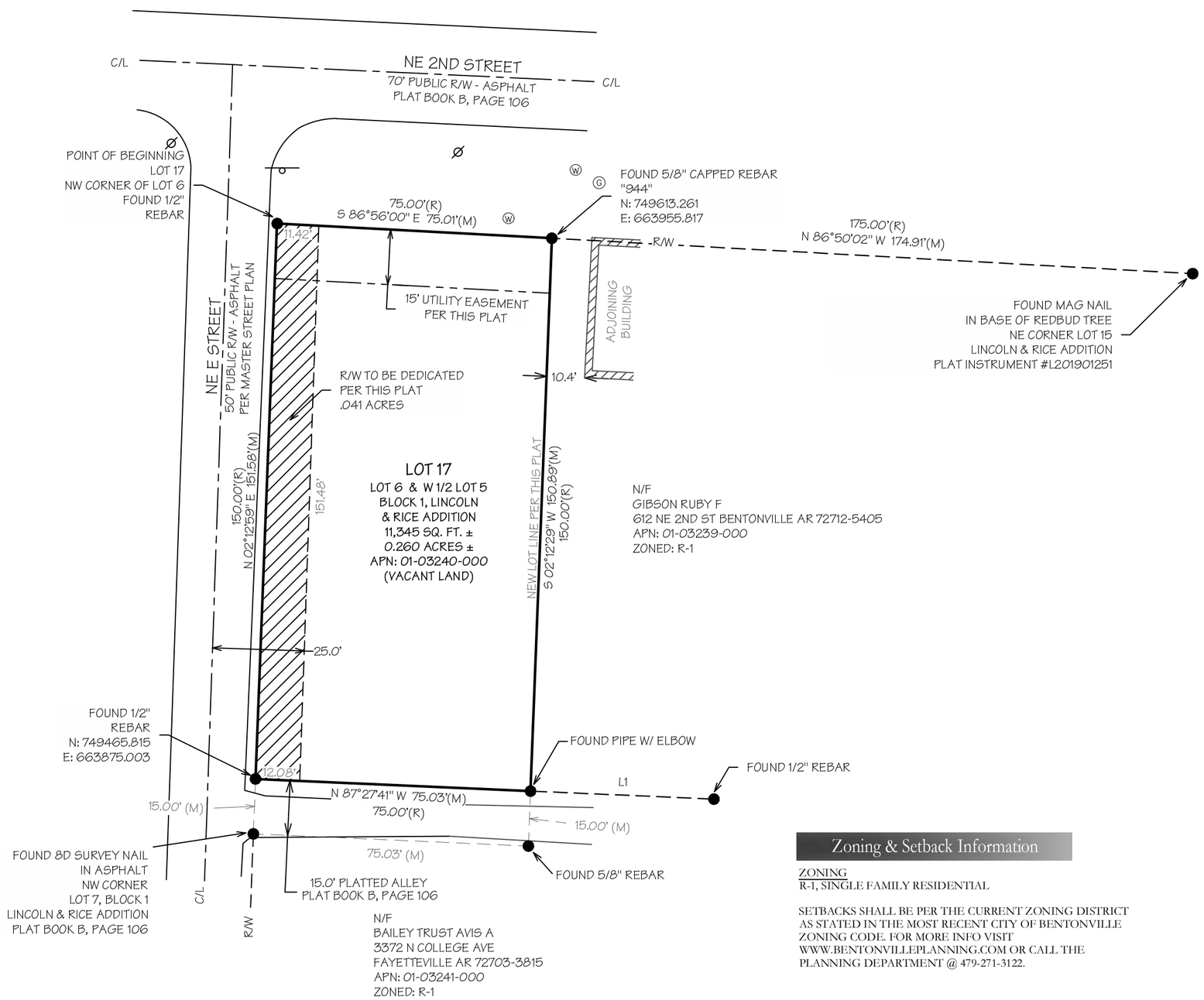
1 inch = 150 feet

PLA21-0037
PROPERTY LINE ADJUSTMENT
LINCOLN & RICE ADDITION
PART OF LOTS 5-6 BLOCK 1 CREATING LOT 17

PROPERTY LINE ADJUSTMENT
FOR LOT 6 AND PART OF LOT 5, BLOCK 1
OF THE LINCOLN & RICE ADDITION CREATING LOT 17

BASIS OF BEARING:
BEARINGS SHOWN ARE BASED ON
GRID NORTH FOR ARKANSAS
COORDINATE SYSTEM, NORTH ZONE, NAD83.
LATITUDE = 36°22'22.0983"
LONGITUDE = -94°12'09.4792"
CONVERGENCE ANGLE = -01°16'54.15706
DISTANCES SHOWN ON PLAT ARE GRID.
COMBINED SCALE FACTOR
(GRID TO GROUND) = 1.000030547

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'



LINE	BEARING	DISTANCE
L1(M)	S 87°30'04" E	50.03'
L1(R)		50.00'

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES

811 Know what's below. Call before you dig.

CERTIFICATE OF APPROVAL:
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF OWNERSHIP.
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE: _____

CERTIFICATE OF SURVEYING ACCURACY.
I, HEATH A. MYERS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: 09-03-2021

SIGNED: _____

REGISTERED LAND SURVEYOR
NO. 1826
STATE OF ARKANSAS

BENTON COUNTY CERTIFICATE OF DEDICATION:
WE, THE UNDERSIGNED, DO HEREBY SWEAR THAT WE ARE THE SOLE OWNERS OF THE HEREON PLATTED PROPERTY AND DO HEREBY DEDICATE ALL STREET AND EASEMENTS FOR USE BY THE GENERAL PUBLIC AND FOR THE INSTALLATION OF UTILITIES.

_____ _____
OWNER DATE

_____ _____
OWNER DATE

STATE OF ARKANSAS
COUNTY OF MADISON
SUBSCRIBED AND SWORN BEFORE ME THIS _____DAY OF _____ 2021.

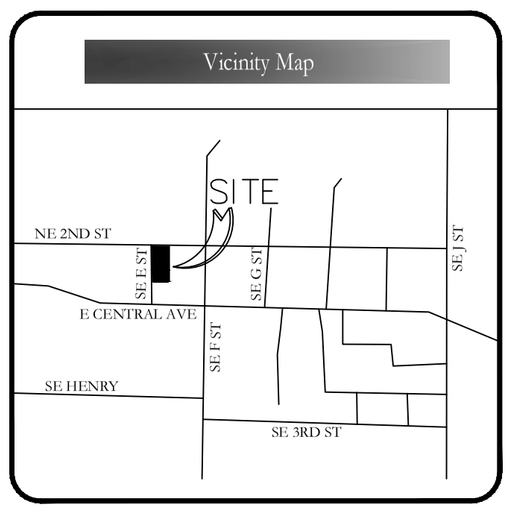
_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PLANNING BOARD ACCEPTANCE:
THE PLANNING BOARD, BASED ON AN APPROVAL GRANTED TO THE APPLICANT ON _____, 2021, HEREBY ENDORSES THIS PLAN AS MEETING ALL OF THE REQUIREMENTS OF A TRACT SPLIT.

_____
CHAIRMAN

Vicinity Map



Parent Tract Description

LOT 6 AND W 1/2 OF LOT 5, BLOCK 1, LINCOLN AND RICE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "B" AT PAGE 106.

Survey Description

LOT 17
LOT 6 AND W 1/2 OF LOT 5, BLOCK 1, LINCOLN AND RICE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "B" AT PAGE 106, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 1/2" REBAR ON THE NW CORNER OF SAID LOT 6 AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NE E STREET AND THE SOUTH RIGHT-OF-WAY LINE OF NE 2ND STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NE 2ND STREET S86°56'00"E A DISTANCE OF 75.01' TO A FOUND 5/8" CAPPED REBAR "944"; THENCE LEAVING SAID RIGHT-OF-WAY S02°12'29"W A DISTANCE OF 150.89' TO A FOUND PIPE WITH ELBOW; THENCE N87°27'41"W A DISTANCE OF 75.03' TO A FOUND 1/2" REBAR ON THE EAST RIGHT-OF-WAY LINE OF NE E STREET; THENCE ALONG SAID RIGHT-OF-WAY N02°12'59"E A DISTANCE OF 151.58' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.260 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

Zoning & Setback Information

ZONING
R-1, SINGLE FAMILY RESIDENTIAL

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

Miscellaneous Notes

COMPLETED FIELD WORK:
MARCH 22, 2021

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2015 AT PAGE 60678.
2. SURVEY PLAT FILED IN PLAT RECORD B AT PAGE 106.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ACCEPTANCE OF THIS PLAT DOES NOT GUARANTEE SEPTIC SYSTEM APPROVAL FROM THE ARKANSAS DEPARTMENT OF HEALTH.

ACCEPTANCE OF THIS PLAT DOES NOT INDICATE THAT ANY OF THE LOTS ARE BUILDABLE ACCORDING TO THE PLANNING REGULATIONS OF BENTON COUNTY, AR, NOR AN ENDORSEMENT BY THE PLANNING BOARD OF SAID BUILDABILITY OF SAID LOTS.

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

THE REQUIRED 20' SETBACK ALONG NE E STREET WAS REDUCED TO 10' BY THE CITY OF BENTONVILLE BOARD OF ADJUSTMENT ON SEPTEMBER 22, 2021, VAR21-0028.

BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- LOT LINE
- CENTERLINE OF ROAD (C/L)
- RIGHT-OF-WAY (R/W)
- FENCE
- BUILDING SET BACK (B.S.B.)
- EASEMENT LINE
- FOUND MONUMENT (AS NOTED)
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- C/L CENTERLINE OF ROAD
- R/W RIGHT-OF-WAY
- POWER POLE
- WATER METER
- GAS METER
- SIGN

DATE	REVISION
09-24-2021	CITY COMMENTS

CERTIFICATE OF AUTHORIZATION
BLEW & ASSOCIATES, PA:
No. 1534
ARKANSAS

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 3RD DAY OF SEPTEMBER, 2021.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
No. 1826
SIGNATURE
HEATH A MYERS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

FIRM:
BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com
Certificate of Authorization № 1534

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
DH 09-03-2021	HM	BG

COUNTY & STATE:	JOB NUMBER:
BENTON COUNTY, ARKANSAS	21-7308

LOCATION: 608 NE 2ND STREET, BENTONVILLE, ARKANSAS

FOR THE USE AND BENEFIT OF:
JOHN BARNIDGE

COB PROJECT# PLA21-0037

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 17, BLOCK 1 OF LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0037).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 17, Block 1 of Lincoln and Rice Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 19, 2021; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the property line adjustment of Lot 17, Block 1 of Lincoln and Rice Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

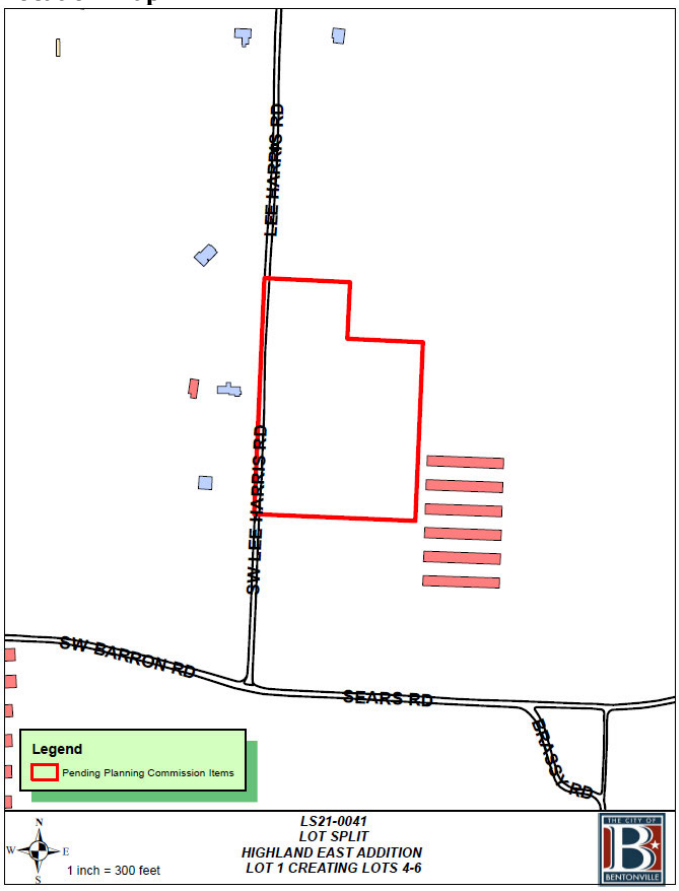
Lots 4, 5, & 6 of Highland East Addition

7431 SW Lee Harris Road
PC Date: 10/19/2021
Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	LS21-0041
Applicant / Current Owner	Hubbard
Site Area	+/- 10.48 acres
Current Zoning	A-1, Agricultural
Future Land Use Map Designation	Agricultural (A)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 7431 SW Lee Harris Road. The property is currently zoned A-1, Agricultural, with the northern and southern portions pending rezoning to RE, Residential Estate. This lot split is associated with both the Hubbard rezoning requests on this Planning Commission agenda (items 1 & 2).

Project Details
A lot split of all of existing Lot 1, creating new Lot 4 (+/- 2.53 acres), Lot 5 (+/-5.33 acres), and Lot 6 (+/-2.62 acres), of Highland East Addition. The plat dedicates various easements to serve the new lots. The plat dedicates right-of-way along SW Lee Harris Road per the Master Street Plan requirements.

Waivers
There are no waivers associated with this lot split.

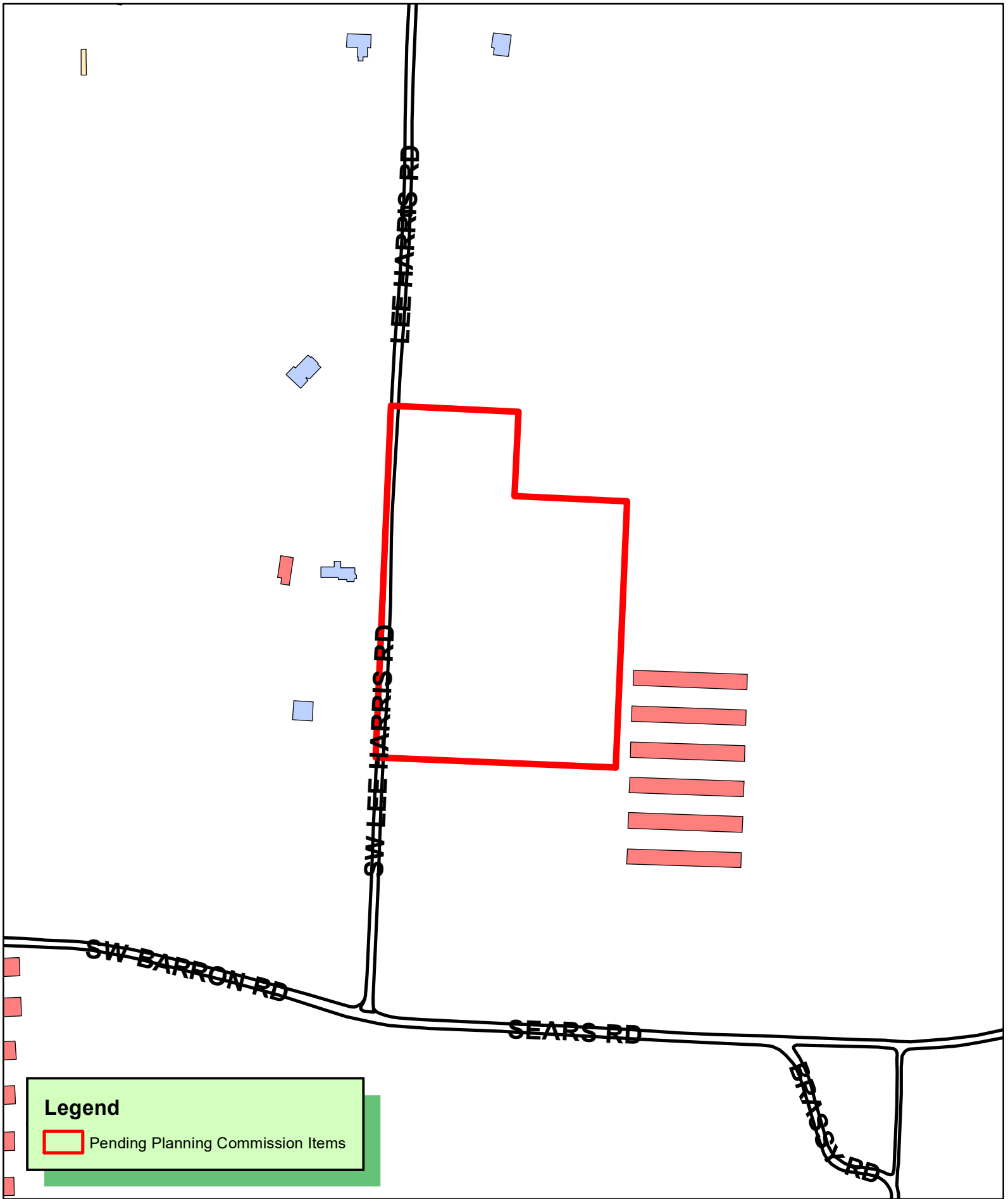
Analysis and Recommendation
The lot split meets all requirements of the Land Development and Zoning Codes.

Staff recommends approval of the lot split.

Standard Conditions of Approval
1. Provide a digital copy of the plat.
2. Address all technical review comments before filing or requesting a building permit.
3. The plat shall not be filed until a final inspection has been completed and accepted.

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit issuance.



LS21-0041
LOT SPLIT
HIGHLAND EAST ADDITION
LOT 1 CREATING LOTS 4-6

LOT SPLIT

OF LOT 1 IN HIGHLAND EAST ADDITION

CREATING LOTS 4, 5 & 6

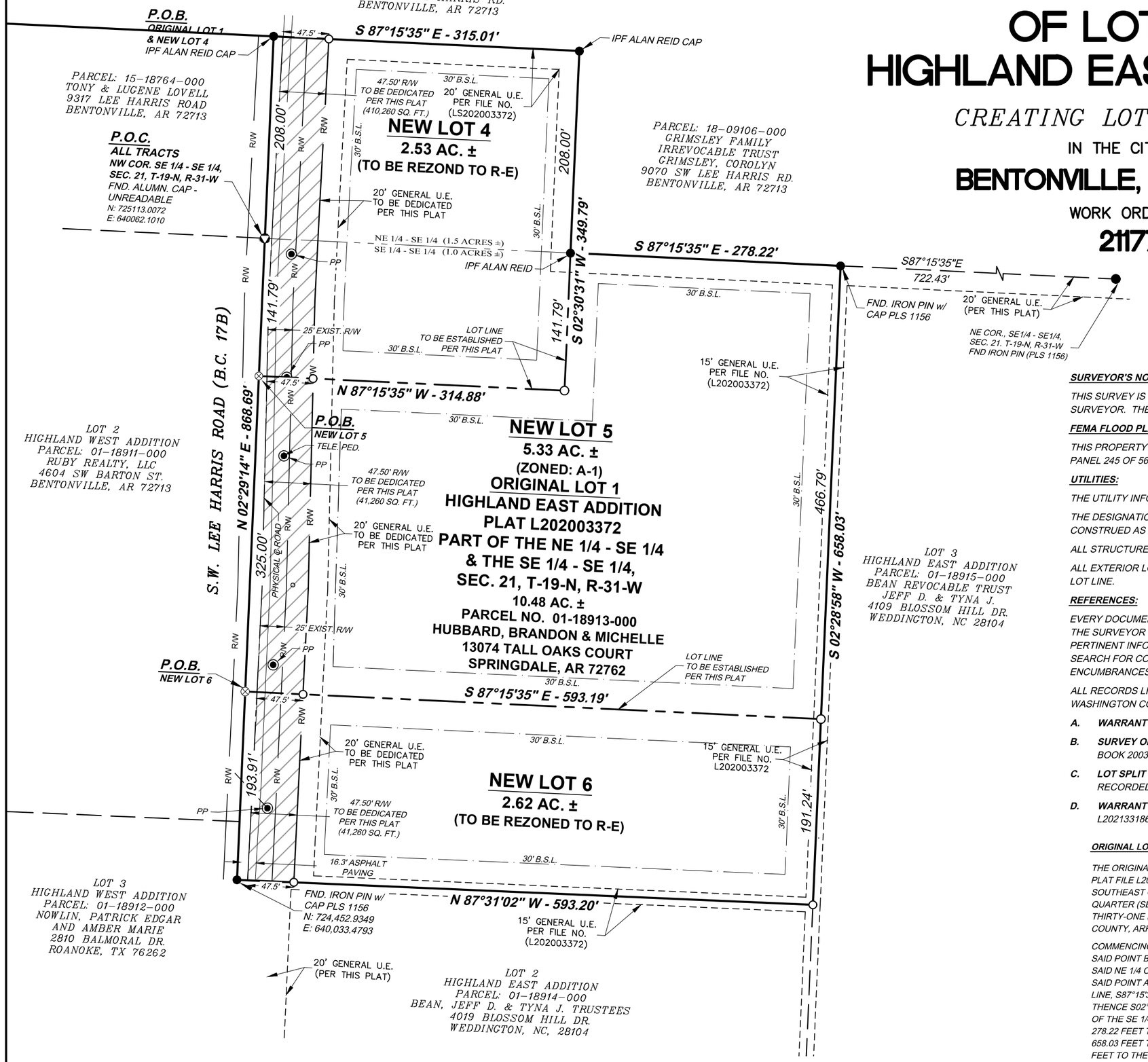
IN THE CITY OF

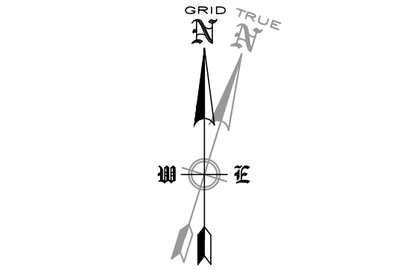
BENTONVILLE, ARKANSAS

WORK ORDER #

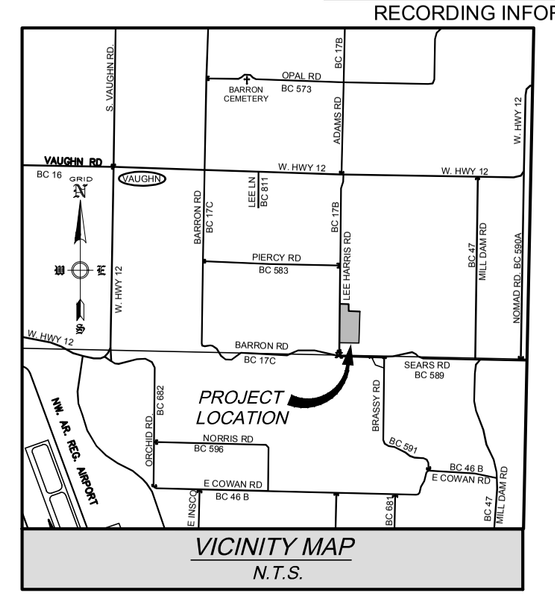
21177

(LS21-0041)





RECORDING INFORMATION



VICINITY MAP
N.T.S.

OWNER/DEVELOPER: BRANDON & MICHELLE HUBBARD
13074 TALL OAKS COURT
SPRINGDALE, AR 72762

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72762

WORK ORDER #: 21177

CITY ZONING: A-1, AGRICULTURAL DISTRICT & R-E, RESIDENTIAL ESTATE

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

FEMA FLOOD PLAIN ZONE:

THIS PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD ZONE AS SHOWN ON THE F.I.R.M. MAP # 05007C0245K, PANEL 245 OF 560, BENTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JUNE 5, 2012.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS BASED ON ABOVE GROUND UTILITY FEATURES ONLY.

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

ALL STRUCTURES MUST MAINTAIN A MINUMUM OF 20 FEET CLEARANCES FROM ALL ELECTRIC LINES.

ALL EXTERIOR LOT LINES HAVE A 20' U.E. AND ALL INTERIOR LOT LINES HAVE A 15' U.E. CENTERED ON THE LOT LINE.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

A. **WARRANTY DEED:** HIGHLANDS, LLC, RECORDED DECEMBER 19, 2002, FILE 2002-147560.

B. **SURVEY OF TRACTS 8 & 9:** BY ALAN REID & ASSOC., G. ALAN REID, AR PLS 1005, RECORDED IN PLAT BOOK 2003, PAGE 737.

C. **LOT SPLIT OF HIGHLAND EAST ADDITION:** BY ENGINEERING SERVICES INC., S. CRAIG DAVIS, AR PLS 1156, RECORDED JANUARY 21, 2020 IN FILE L202003372.

D. **WARRANTY DEED:** BRANDON HUBBARD AND MICHELLE HUBBARD, RECORDED MAY 3, 2021, FILE L202133186.

ORIGINAL LOT 1 DESCRIPTION:

THE ORIGINAL LOT 1 OF HIGHLAND EAST ADDITION, TO THE CITY OF BENTONVILLE, RECORDED IN PLAT FILE L202003372, ALSO BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, SAID POINT BEING A FOUND ALUMINUM CAP, UNREADABLE; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°29'14"E A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A FOUND IRON PIN WITH CAP "ALAN REID"; THENCE LEAVING SAID WEST LINE, S87°15'35"E A DISTANCE OF 315.01 FEET TO A FOUND IRON PIN WITH CAP "ALAN REID"; THENCE S02°30'31"W A DISTANCE OF 208.00 FEET TO A POINT ON THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, SAID POINT ALSO BEING A FOUND IRON PIN; THENCE S87°15'35"E A DISTANCE OF 278.22 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S02°28'58"W A DISTANCE OF 658.03 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°31'02"W A DISTANCE OF 593.20 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID WEST LINE N02°29'14"E A DISTANCE OF 868.69 FEET TO THE POINT OF BEGINNING, CONTAINING 10.48 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF S.W. LEE HARRIS ROAD ON THE WEST SIDE THEREOF AND TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

NEW LOT 4 DESCRIPTION:

A PART OF THE ORIGINAL LOT 1 OF HIGHLAND EAST ADDITION, TO THE CITY OF BENTONVILLE, RECORDED IN PLAT FILE L202003372, ALSO BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, SAID POINT BEING A FOUND ALUMINUM CAP, UNREADABLE; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°29'14"E A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A FOUND IRON PIN WITH CAP "ALAN REID"; THENCE LEAVING SAID WEST LINE, S87°15'35"E A DISTANCE OF 315.01 FEET TO A FOUND IRON PIN WITH CAP "ALAN REID"; THENCE S02°30'31"W A DISTANCE OF 208.00 FEET TO A POINT ON THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, SAID POINT ALSO BEING A FOUND IRON PIN; THENCE N87°15'35"W A DISTANCE OF 141.79 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°15'35"W A DISTANCE OF 314.88 FEET TO A FOUND NAIL; THENCE N02°29'14"E A DISTANCE OF 349.79 FEET TO THE POINT OF BEGINNING, CONTAINING 2.53 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF S.W. LEE HARRIS ROAD ON THE WEST SIDE THEREOF AND TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

NEW LOT 5 DESCRIPTION:

A PART OF THE ORIGINAL LOT 1 OF HIGHLAND EAST ADDITION, TO THE CITY OF BENTONVILLE, RECORDED IN PLAT FILE L202003372, ALSO BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, SAID POINT BEING A FOUND ALUMINUM CAP, UNREADABLE; THENCE ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°29'14"W A DISTANCE OF 141.79 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND NAIL; THENCE LEAVING SAID WEST LINE, S87°15'35"E A DISTANCE OF 314.88 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°30'31"E A DISTANCE OF 141.79 FEET TO A FOUND IRON PIN; THENCE S87°15'35"E A DISTANCE OF 278.22 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S02°28'58"W A DISTANCE OF 466.79 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°15'35"W A DISTANCE OF 593.19 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, SAID POINT ALSO BEING A FOUND NAIL; THENCE ALONG SAID WEST LINE N02°29'14"E A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.33 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF S.W. LEE HARRIS ROAD ON THE WEST SIDE THEREOF AND TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

NEW LOT 6 DESCRIPTION:

A PART OF THE ORIGINAL LOT 1 OF HIGHLAND EAST ADDITION, TO THE CITY OF BENTONVILLE, RECORDED IN PLAT FILE L202003372, ALSO BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, SAID POINT BEING A FOUND ALUMINUM CAP, UNREADABLE; THENCE ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°29'14"W A DISTANCE OF 466.79 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND NAIL; THENCE LEAVING SAID WEST LINE, S87°15'35"E A DISTANCE OF 593.19 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°28'58"W A DISTANCE OF 191.24 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°31'02"W A DISTANCE OF 593.20 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID WEST LINE N02°29'14"E A DISTANCE OF 193.91 FEET TO THE POINT OF BEGINNING, CONTAINING 2.62 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF S.W. LEE HARRIS ROAD ON THE WEST SIDE THEREOF AND TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

NOTES:

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT -OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT A-1, AGRICULTURE AND R-E, RESIDENTIAL ESTATE, AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT 479-271-3122.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

LEGEND

	PROPERTY LINE	P.O.B.	POINT OF BEGINNING
	NEW LOT LINE		FOUND ALUMINUM CAP
	40 ACRE LINE		IPF - IRON PIN FOUND (AS NOTED)
	ADJACENT OWNER		IPS - IRON PIN SET w/ CAP "PLS 1156"
	EASEMENT (AS NOTED)		FOUND NAIL (TYPE AS NOTED)
R/W	RIGHT-OF-WAY		COMPUTED POINT
	PHYSICAL CENTERLINE OF ROAD	GM	GAS METER (GM)
x	FENCE LINE	PP	POWER POLE (PP)
OHU	OVERHEAD UTILITIES		TELEPHONE PEDESTAL
	RIGHT OF WAY TO BE DEDICATED		SIGN (AS NOTED)
			GAS RISER

CERTIFICATE OF OWNERSHIP:

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. L2021033186.

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2021

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

CERTIFICATE OF APPROVAL:

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE SURVEYING ACCURACY:

I, S. CRAIG DAVIS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
S. CRAIG DAVIS, AR PLS 1156

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS — NO. 1156 — SIGNATURE — S. CRAIG DAVIS

CERTIFICATE OF AUTHORIZATION — ENGINEERING SERVICES, INC. — 131 — ARKANSAS • ENGINEER

PLAT CODE: 500-19N-31W-0-21-200-04-1156

LOT SPLIT OF LOT 1

HIGHLAND EAST ADDITION

BENTONVILLE, BENTON COUNTY, ARKANSAS

SCALE: 1"=100'	DATE: September 7, 2021	DRAWN BY: SCD

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

© COPYRIGHT 2013, ENGINEERING SERVICES, INC. 9/7/2021 2:01 PM
N:\00 SURVEY MASTER FOLDER\12 CIVIL 3D SURVEY PROJECTS\21177 BRANDON HUBBARD LOT SPLIT\CITY SUBMITTAL\21177 BRANDON HUBBARD LOT SPLIT.dwg

W.O.# 21177	SHEET 01

CITY OF BENTONVILLE PROJECT NUMBER: LS21-0041

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 4, 5, & 6 OF HIGHLAND EAST ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0041).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 4, 5, & 6 of Highland East Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 19, 2021; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lots 4, 5, & 6 of Highland East Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

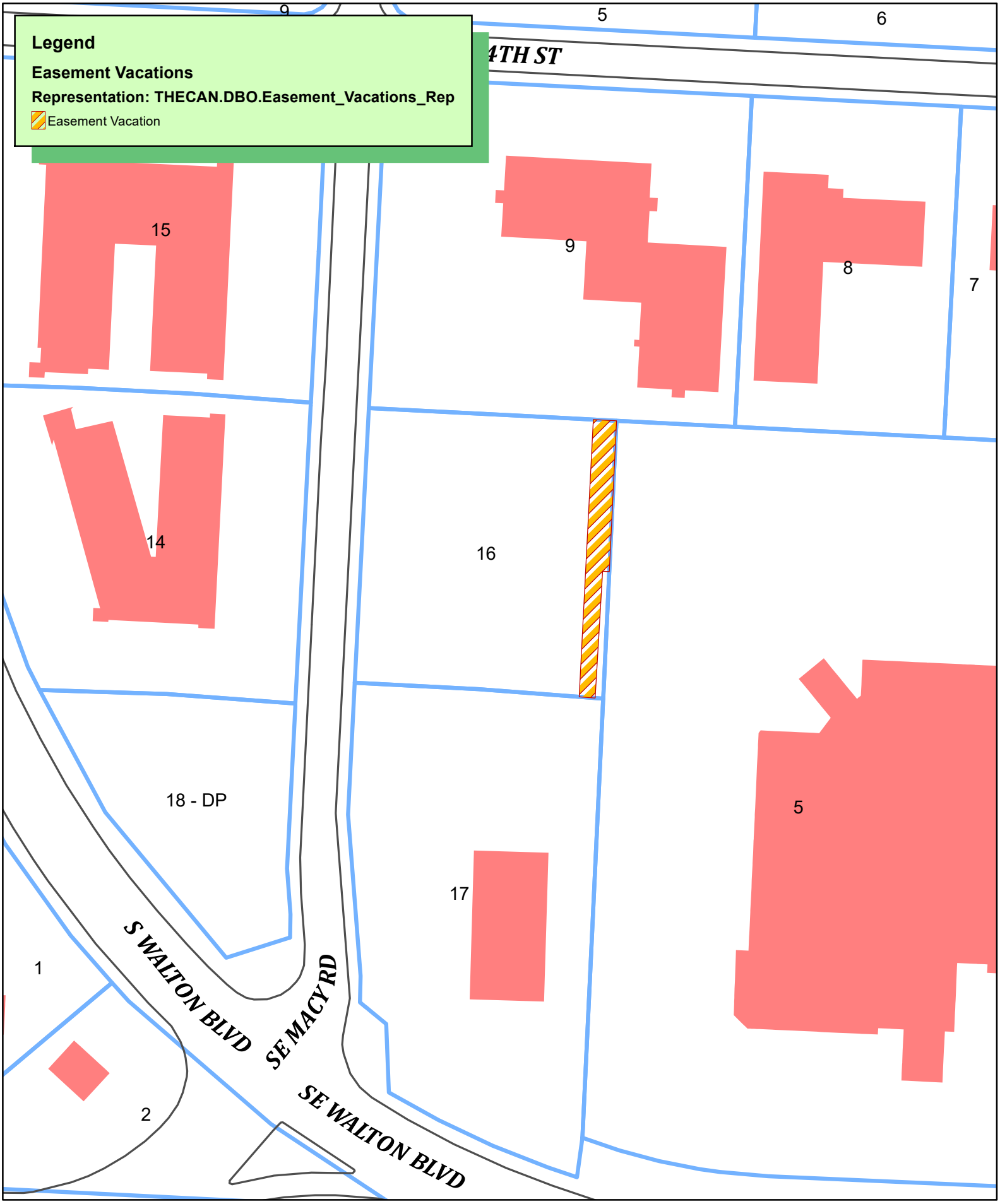
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Public hearing and ordinance vacating a Utility Easement requested for 3405 SE Macy Road of 71 Business Center (VAC21-0027).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :



N
W E
S

1 inch = 104 feet

VAC21-0027
Proposed Easement Vacation

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 3405 SE MACY OF 71 BUSINESS CENTER SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0027).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Sand Creek Engineering asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

PART OF LOT 16 OF A PROPERTY LINE ADJUSTMENT OF LOTS 10,11 AND 12 OF 71 BUSINESS CENTER SUBDIVISION, BENTONVILLE, BENTON COUNTY ARKANSAS AS SHOWN AND DESCRIBED IN PLAT RECORD 2005 - 196 FILED IN THE CIRCUIT CLERKS OFFICE OF BENTON COUNTY.

EASEMENT RELEASE MORE PARTICULARLY DESCRIBED AS THE EAST 20 FEET OF SAID LOT 16 LESS AND EXCEPT THE SOUTH 109.21' OF THE EAST 7.0' THEREOF WHICH PORTION IS TO REMAIN IN PLACE AND ACTIVE AS A UTILITY EASEMENT.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above-described utility easement.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

PART OF LOT 16 OF A PROPERTY LINE ADJUSTMENT OF LOTS 10,11 AND 12 OF 71 BUSINESS CENTER SUBDIVISION, BENTONVILLE, BENTON COUNTY ARKANSAS AS SHOWN AND DESCRIBED IN PLAT RECORD 2005 - 196 FILED IN THE CIRCUIT CLERKS OFFICE OF BENTON COUNTY.

EASEMENT RELEASE MORE PARTICULARLY DESCRIBED AS THE EAST 20 FEET OF SAID LOT 16 LESS AND EXCEPT THE SOUTH 109.21' OF THE EAST 7.0' THEREOF WHICH PORTION IS TO REMAIN IN PLACE AND ACTIVE AS A UTILITY EASEMENT.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas, and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk	Stephanie Orman, Mayor
Bentonville, Arkansas	City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

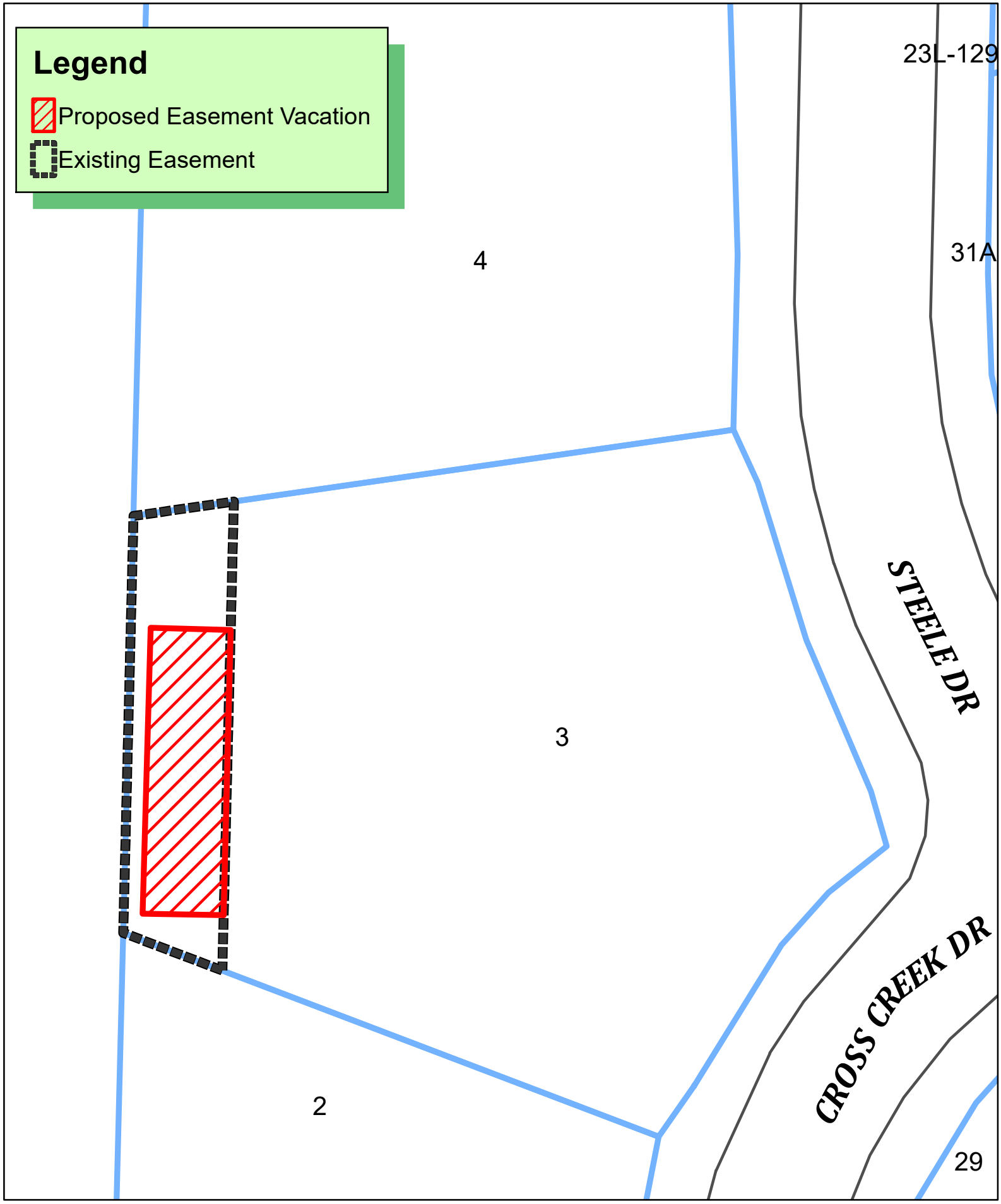
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution setting a public hearing for November 9, 2021, for a Utility Easement Vacation requested for Lot 3 of Cross Creek Subdivision (VAC21-0028).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :



1 inch = 24 feet

305 Cross Creek Dr
Proposed Easement Vacation

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Nathan Smith requesting a utility easement vacation (VAC21-0028) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A VACATION OF A PART OF A 20' WIDE UTILITY EASEMENT ON LOT 3 OF CROSS CREEK SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PAT RECORD BOOK 21L PAGE 262 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID LOT 3 CROSS CREEK SUBDIVISION
THENCE N01°24'34"E, 3.91';
THENCE S88°34'20"E, 3.77' TO THE POINT OF BEGINNING
THENCE N01°38'12"E, 57.26';
THENCE S88°16'38"E, 16.00';
THENCE S01°24'40"W, 57.06';
THENCE N89°06'55"W, 16.23' TO THE POINT OF THE BEGINNING.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above-described utility easement is set for a hearing November 9, 2021 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the ____ day of _____ 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**479-271-5964**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Bid Award for IFB-21-64 - Main Street Improvements: SW 8th to SW 2nd Street PIIP20-0002 to ARCO Excavation and Paving in the amount of $3,824,009.62. This project is being funded by the 2017 Street Bond Funds.

Estimated Cost	**$3,824,009.62**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

This item would be funded from Street Bond account. No Budget Adjustment required from the Street Bond Account.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: October 12, 2021

Re: Bid Award for IFB-21-64 – Main Street Improvements, SW 8th to SW 2nd Street

---

Staff is seeking City Council approval allowing the Mayor and City Clerk to enter into a contract with ARCO Excavation and Paving for Main Street Improvements from SW 8th Street to SW 2nd Street. This project consists of the installation of new concrete curb & gutter, new sidewalks including landscaping, and roadway reconstruction w/mill and overlay. The bids received are as follows:

- ARCO Excavation and Paving $3,824,009.62
- Crossland Heavy $4,026,354.50

The bids have been tabulated, certified and a recommendation has been given by Morrison Shipley Engineers.

Staff recommends approval of the bid award to ARCO Excavation and Paving and the contract, as written.

Please contact me with any questions or concerns regarding this project. I can be reached by phone (479-271-3168) or by email at dbirge@bentonvillear.com

BID TABULATION

So. Main Street Improvements (#IFB 21-64)
(PIIP 20-0002)
City of Bentonville, Arkansas
Bids Received Wednesday, September 8, 2021, 2:00 PM Local Time

							1		2	
Item	Spec. No.	Description	Units	QTY	Engineer's Opinion Unit $	Engineer's Opinion Total $	Arco Excavation & Paving Unit $	Arco Excavation & Paving Total $	Crossland Heavy Unit $	Crossland Heavy Total $
1	SC-12	Mobilization	Lump Sum	1	$175,000.00	$175,000.00	$110,515.09	$110,515.09	$169,000.00	$169,000.00
2	120	Traffic Control	Lump Sum	1	$50,000.00	$50,000.00	$115,440.48	$115,440.48	$131,000.00	$131,000.00
3	141	Silt Fence	Lin. Ft.	250	$5.00	$1,250.00	$11.21	$2,802.50	$6.00	$1,500.00
4	141	Inlet Protection	Each	18	$500.00	$9,000.00	$312.64	$5,627.52	$450.00	$8,100.00
5	201	Site Preparation	Lump Sum	1	$200,000.00	$200,000.00	$145,898.11	$145,898.11	$215,000.00	$215,000.00
6	201	R & D of Conc. Sidewalks/Driveways	Sq. Yd.	3,100	$13.00	$40,300.00	$20.90	$64,790.00	$9.00	$27,900.00
7	201	R & D of Conc. Curb and Curb and Gutter	Lin. Ft.	5,200	$6.00	$31,200.00	$20.71	$107,692.00	$6.00	$31,200.00
8	201	R & D of Headwalls, Wingwalls, Inlets or Junction Boxes	Each	7	$500.00	$3,500.00	$3,286.84	$23,007.88	$900.00	$6,300.00
9	201	R & D of Storm Drain Pipe (Up to 24" Dia.)	Lin. Ft.	350	$15.00	$5,250.00	$42.63	$14,920.50	$40.00	$14,000.00
10	201	R & D of Concrete Ditch Paving	Sq. Yd.	6	$100.00	$600.00	$428.08	$2,568.48	$9.00	$54.00
11	202	Clearing and Grubbing Trees (Up to 12" diameter)	Each	4	$1,200.00	$4,800.00	$1,248.29	$4,993.16	$500.00	$2,000.00
12	202	Clearing and Grubbing Trees (13" to 34" diameter)	Each	12	$2,200.00	$26,400.00	$2,746.25	$32,955.00	$950.00	$11,400.00
13	203	Undercut Excavation and Backfill (Select Material)	Cu. Yd.	2,000	$40.00	$80,000.00	$37.74	$75,480.00	$38.00	$76,000.00
14	203	Undercut Excavation and Backfill (Oversized Rock)	Cu. Yd.	200	$60.00	$12,000.00	$101.67	$20,334.00	$60.00	$12,000.00
15	203	Topsoil (2" min. thickness)	Cu. Yd.	250	$30.00	$7,500.00	$97.31	$24,327.50	$58.00	$14,500.00
16	205	Trench or Excavation Safety System	Lump Sum	1	$75,000.00	$75,000.00	$6,241.47	$6,241.47	$15,000.00	$15,000.00
17	205	Compacted Crushed Stone in Trenches	Cu. Yd.	3,100	$65.00	$201,500.00	$59.11	$183,241.00	$40.00	$124,000.00
18	205	Rock Excavation in Trenches	Cu. Yd.	1,500	$120.00	$180,000.00	$132.97	$199,455.00	$30.00	$45,000.00
19	206	Flowable Fill Material	Cu. Yd.	50	$150.00	$7,500.00	$144.11	$7,205.50	$125.00	$6,250.00
20	230	Geotextile Fabric for Soils	Sq. Yd.	400	$2.50	$1,000.00	$18.28	$7,312.00	$3.25	$1,300.00
21	290	Solid Sodding	Sq. Yd.	4,000	$8.00	$32,000.00	$5.62	$22,480.00	$5.50	$22,000.00
22	305	Aggregate Base Course (4" Thickness)	Sq. Yd.	7,000	$8.00	$56,000.00	$19.30	$135,100.00	$8.25	$57,750.00
23	311	P.C. Concrete Base (6" Thickness)	Sq. Yd.	600	$60.00	$36,000.00	$42.76	$25,656.00	$11.00	$6,600.00
24	320	Tack Coat	Gallon	1,650	$7.00	$11,550.00	$6.25	$10,312.50	$4.50	$7,425.00
25	320	Prime Coat	Gallon	200	$7.00	$1,400.00	$6.25	$1,250.00	$12.00	$2,400.00
26	330	Asphalt Concrete Surface Course	Ton	1,200	$125.00	$150,000.00	$144.20	$173,040.00	$180.00	**$216,000.00**
27	330	Asphalt Concrete Binder Course	Ton	85	$120.00	$10,200.00	$209.42	$17,800.70	$240.00	$20,400.00
28	360	Cold Milling Asphalt Pavement (2" min. depth)	Sq. Yd.	5,450	$10.00	$54,500.00	$8.94	$48,723.00	$10.00	$54,500.00
29	370	Deep Patch	Sq. Yd.	2,300	$48.00	$110,400.00	$53.79	$123,717.00	$53.00	$121,900.00
30	380	Paving Fabric	Sq. Yd.	5,450	$2.50	$13,625.00	$4.18	$22,781.00	$3.50	$19,075.00
31	380	Asphalt Binder for Paving Fabric	Gallon	1,635	$8.00	$13,080.00	$6.13	$10,022.55	$15.50	$25,342.50
32	410	Curb and Gutter (Type A)	Lin. Ft.	4,000	$25.00	$100,000.00	$18.14	$72,560.00	$22.00	$88,000.00
33	410	Curb and Gutter (Integral)	Lin. Ft.	500	$20.00	$10,000.00	$26.50	$13,250.00	$22.50	$11,250.00
34	420	Concrete Aprons & Swales (6" Thickness)	Sq. Yd.	400	$75.00	$30,000.00	$73.08	$29,232.00	$63.00	$25,200.00
35	430	Concrete Driveway (6" Thickness)	Sq. Yd.	1,150	$70.00	$80,500.00	$71.62	$82,363.00	$63.00	$72,450.00
36	420	Concrete Pavement (6" Thickness)	Sq. Yd.	445	$70.00	$31,150.00	$83.12	$36,988.40	$63.00	$28,035.00
37	440	Concrete Sidewalk (4" Thickness)	Sq. Yd.	6,200	$50.00	$310,000.00	$50.51	$313,162.00	$51.00	$316,200.00
38	SC-14B	Stamped Concrete (8" Thickness)	Sq. Yd.	325	$95.00	$30,875.00	$132.01	$42,903.25	$145.00	$47,125.00
39	SC-14B	Stamped Concrete (6" Thickness)	Sq. Yd.	75	$85.00	$6,375.00	$170.30	$12,772.50	$145.00	$10,875.00
40	440	Concrete Steps	Sq. Yd.	6	$200.00	$1,200.00	$2,569.21	$15,415.26	$1,000.00	$6,000.00
41	440	Detectable Warning Device	Sq. Ft.	1,200	$5.00	$6,000.00	$30.97	$37,164.00	$30.00	$36,000.00
42	501	18" Reinforced Concrete Pipe (Class III)	Lin. Ft.	347	$50.00	$17,350.00	$83.14	$28,849.58	$103.00	$35,741.00
43	501	24" Reinforced Concrete Pipe (Class III)	Lin. Ft.	25	$85.00	$2,125.00	$100.93	$2,523.25	$113.00	$2,825.00
44	501	30" Reinforced Concrete Pipe (Class III)	Lin. Ft.	41	$135.00	$5,535.00	$127.66	$5,234.06	$151.00	$6,191.00
45	501	36" Reinforced Concrete Pipe (Class III)	Lin. Ft.	68	$200.00	$13,600.00	$209.61	$14,253.48	$204.00	$13,872.00
46	501	48" Reinforced Concrete Pipe (Class III)	Lin. Ft.	1,032	$300.00	$309,600.00	$246.08	$253,954.56	$350.00	$361,200.00
47	501	23"x14" Elliptical Reinforced Concrete Pipe (Class III)	Lin. Ft.	61	$75.00	$4,575.00	$133.19	$8,124.59	$122.00	$7,442.00
48	501	38"x24" Elliptical Reinforced Concrete Pipe (Class III)	Lin. Ft.	146	$175.00	$25,550.00	$167.19	$24,409.74	$208.00	$30,368.00
49	501	60"x38" Elliptical Reinforced Concrete Pipe (Class III)	Lin. Ft.	435	$375.00	$163,125.00	$211.89	$92,172.15	$385.00	$167,475.00
50	501	Concrete Headwalls/Wingwalls	Cu. Yd.	4	$1,300.00	$5,200.00	$4,592.94	$18,371.76	$1,500.00	$6,000.00
51	501	Concrete Ditch Paving	Sq. Yd.	6	$150.00	$900.00	$349.49	$2,096.94	$195.00	$1,170.00
52	501	Concrete Inlets/Junction Boxes	Cu. Yd.	150	$1,300.00	$195,000.00	$1,001.88	$150,282.00	$1,300.00	$195,000.00
53	501	Grate for Combination Inlet	Each	23	$1,000.00	$23,000.00	$3,365.85	$77,414.55	$1,575.00	$36,225.00
54	SC-14A	Reconstruct Inlet top	Cu. Yd.	3	$1,500.00	$4,500.00	$1,883.98	$5,651.94	$1,100.00	$3,300.00
55	841	Thermoplastic Pavement Marking (White 4")	Lin. Ft.	550	$4.00	$2,200.00	$2.81	$1,545.50	$2.75	$1,512.50
56	841	Thermoplastic Pavement Marking (White 12")	Lin. Ft.	120	$12.00	$1,440.00	$18.73	$2,247.60	$19.00	$2,280.00
57	841	Thermoplastic Pavement Marking (Yellow 4")	Lin. Ft.	4,350	$4.00	$17,400.00	$2.81	$12,223.50	$2.75	$11,962.50
58	860	Traffic Signs	Sq. Ft.	120	$75.00	$9,000.00	$28.73	$3,447.60	$29.00	$3,480.00
59	860	Traffic Sign Posts	Each	23	$75.00	$1,725.00	$124.89	$2,872.47	$128.00	$2,944.00
60	902	Manhole Grade Adjusting Rings	Each	8	$500.00	$4,000.00	$412.16	$3,297.28	$2,200.00	$17,600.00
61	902	Valve Box Risers	Each	19	$250.00	$4,750.00	$514.09	$9,767.71	$215.00	$4,085.00
62	329300	Espresso Kentucky Coffeetree - 3" Cal. B&B	Each	24	$1,200.00	$28,800.00	$1,248.92	$29,974.08	$825.00	$19,800.00
63	329300	Fastigiata' European Hornbeam - 3" Cal. B&B	Each	44	$1,200.00	$52,800.00	$1,248.92	$54,952.48	$825.00	$36,300.00
64	329300	Street Tree Grates	Each	68	$1,750.00	$119,000.00	$2,556.20	$173,821.60	$3,000.00	$204,000.00
65	SC-15A	8"x6" Tapping Sleeve and Valve	Each	1	$5,000.00	$5,000.00	$5,270.09	$5,270.09	$7,400.00	$7,400.00
66	SC-15B	Fire Hydrant Assembly	Each	1	$6,000.00	$6,000.00	$7,730.45	$7,730.45	$5,500.00	$5,500.00
67	SC-15B	Fire Hydrant Relocation	Each	3	$6,000.00	$18,000.00	$8,515.30	$25,545.90	$1,800.00	$5,400.00
68	SC-15D	Water Meter Relocation	Each	18	$500.00	$9,000.00	$2,203.89	**$39,670.02**	$800.00	$14,400.00
69	SC-15D	Adjust Water Meter Box to Grade	Each	4	$500.00	$2,000.00	$901.64	$3,606.56	$600.00	$2,400.00
70	SC-15B	Adjust Existing Fire Hydrant to Grade	Each	1	$4,000.00	$4,000.00	$2,256.63	$2,256.63	$650.00	$650.00
71	SC-14E	Sand-Set Pavers	Sq. Yd.	40	$75.00	$3,000.00	$224.81	$8,992.40	$275.00	$11,000.00
72	SC-14D	Street Light Foundation (Detail DS-1415A)	Each	4	$850.00	$3,400.00	$760.38	$3,041.52	$3,500.00	$14,000.00
73	SC-14D	Street Light Foundation (Detail DS-1415B)	Each	40	$950.00	$38,000.00	$1,048.81	**$41,952.40**	$3,500.00	$140,000.00
74	SC-14D	2" PVC Conduit (Schedule 40) - beneath pavement	Lin. Ft.	5,000	$30.00	$150,000.00	$18.56	$92,800.00	$51.00	$255,000.00
75	SC-14D	2" PVC Conduit (Schedule 40) - in green space	Lin. Ft.	500	$26.00	$13,000.00	$18.45	$9,225.00	$51.00	$25,500.00
76	SC-14D	3" PVC Conduit (Schedule 40) - beneath pavement	Lin. Ft.	500	$35.00	$17,500.00	$30.02	$15,010.00	$57.00	$28,500.00
77	SC-14D	3" PVC Conduit (Schedule 40) - in green space	Lin. Ft.	500	$30.00	$15,000.00	$21.31	$10,655.00	$57.00	$28,500.00
78	SC-14D	2" PVC Conduit (Schedule 40) - by boring	Lin. Ft.	75	$125.00	$9,375.00	$81.18	$6,088.50	$51.00	$3,825.00
79	SC-14D	3" PVC Conduit (Schedule 40) - by boring	Lin. Ft.	75	$135.00	$10,125.00	$99.91	$7,493.25	$57.00	$4,275.00
80	SC-14D	Flush Mount Junction Box	Each	4	$1,000.00	$4,000.00	$1,000.64	$4,002.56	$2,250.00	$9,000.00
81	SC-14D	Transformer Pad (Detail DS-1405)	Each	4	$1,250.00	$5,000.00	$1,778.49	$7,113.96	$9,500.00	$38,000.00
82	SC-14D	Transformer Pad (Detail DS-1406)	Each	1	$1,000.00	$1,000.00	$4,566.61	$4,566.61	$6,200.00	$6,200.00
83	SC-14C	Contingency Allowance	Lump Sum	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
				TOTAL BID (Items 1 - 83):		**$3,681,230.00**		**$3,824,009.62**		**$4,026,354.50**

NOTE:
$ amounts noted in red represent a correction to computational error by bidder.

Morrison-Shipley Engineers, Inc. hereby certifies that to the best of our knowledge and belief, this Bid Tabulation is a true and accurate representation of the bids submitted on September 8, 2021.

[redacted]
Brian S. Maurer, P.E.
Morrison-Shipley Engineers, Inc.

MORRISON SHIPLEY

October 8, 2021

(VIA Email)
Mr. Dan Weese, P.E.
City of Bentonville
3200 SW Municipal Drive
Bentonville, Arkansas 72712

RE: ***So. Main Street Improvements***
Bentonville, AR

Dear Dan:

As you know, bids were received September 8, 2021 from two (2) general contractors for the above referenced project. Those bids are summarized as follows:

	Total Bid
Arco Excavation & Paving, Inc.	$3,824,009.62
Crossland Heavy Contractors	$4,026,354.50

Upon review of the bid documents, *Arco Excavation & Paving, Inc.* of Bentonville was determined to be the lowest qualified bidder. As such, and contingent on available funding, we recommend that a unit price construction contract in the amount of $3,824,009.62 be awarded to *Arco Excavation & Paving, Inc.*

If you should have any questions or comments, please feel free to contact me anytime to discuss.

Sincerely,

[redacted]

Brian S. Maurer, P.E.

PROJECT MANUAL

for:

Street and Drainage Improvements of

SOUTH MAIN STREET IMPROVEMENTS

(SW 8th Street to SW 2nd Street)

City of Bentonville, Benton County, Arkansas

City of Bentonville Bid No. IFB-21-64

CERTIFICATE OF AUTHORIZATION
MORRISON-SHIPLEY ENGINEERS, INC.
No. 281
ARKANSAS-ENGINEER

THE CITY OF BENTONVILLE

STATE OF ARKANSAS
[redacted]
ENGINEER
No. 10222
BRIAN S. MAURER

Digitally Signed
8/15/2021

Prepared by:

Morrison-Shipley Engineers, Inc.
2407 S.E. Cottonwood Street
Bentonville, AR 72712
(479) 273-2209

August 2021

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ADVERTISEMENT ITEMS

ADVERTISEMENT FOR BIDS

SOUTH MAIN STREET IMPROVEMENTS
(SW 8th Street to SW 2nd Street)

City of Bentonville, Benton County, Arkansas
City of Bentonville Bid No. IFB-21-64

Sealed bids for **SOUTH MAIN STREET IMPROVEMENTS (SW 8th Street to SW 2nd Street)**, to be constructed for the City of Bentonville, Arkansas, will be received in Room A239 on the 2nd Floor of the City of Bentonville Administrative Services Building, 1000 SW 14th Street, Bentonville, AR 72712 until 2:00 PM local time, Wednesday, September 8, 2021 at which time the bids shall be publicly opened and read aloud. Sealed bids submitted prior to the bid opening should be sent to the City of Bentonville, Attn: Purchasing, 2nd Floor, 1000 SW 14th Street, Bentonville, AR 72712. Sealed Bid Submissions must be clearly labeled on the outer envelope with the Bidders company name, the solicitation ID and project name. The City is not responsible for bids which are not received or recognized due to being improperly labeled.

An Optional Pre-Bid Conference will be held at 1:00 PM local time on Wednesday, August 25, 2021 via virtual meeting. Information regarding the virtual meeting will be sent out to all plan holders one week prior to the meeting time. Potential bidders not on the plan holder list prior to the pre-bid conference can request access to the pre-bid conference by contacting Brian Maurer (bmaurer@morrionshipley.com, 479-452-1933).

THE PROJECT includes, but is not limited to, the following general items of work:

Narrowing So. Main Street between SW 8th Street and SW 2nd Street to a total width of 25 feet from back of curb to back of curb with a left turn lane at the intersection with SW 8th Street, including elimination of sections of existing on-street parking, adding new on-street paved parking, 12 foot wide sidewalks on both sides, crosswalks, handicap ramps, curb and gutter, trees and tree grates, and on-site and off-site underground drainage improvements along SE 3rd Street.

An electronic file of the Bidding Documents is available for download at www.QuestCDN.com (Project #7980900) for a fee of $15.00. Please visit the "PLANROOM" tab at www.morrisonshipley.com for more information. For assistance and free QuestCDN.com membership registration, please contact QuestCDN at (952) 233-1632 or info@questcdn.com. Addendums to the bid documents will be issued through QuestCDN only. Therefore all Prime

Bidders shall be responsible for registering and downloading the bid documents to be included on the Plan Holders List on QuestCDN. No paper copies will be issued by the Engineer or City.

To submit a bid, a Bidder must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature, including subsequent amendments, and considered by the Arkansas Contractors Licensing Board to be classified as a General Contractor for the classification required to perform the work identified as part of the project.

Pursuant to Arkansas Code Annotated §22-9-203 the City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit bids and receive contracts for goods, services and construction. The City of Bentonville also encourages all prime and general contractors to subcontract portions of their contract to qualified small, minority and women owned businesses.

Bids shall be accompanied by a bid guaranty in the form of a bid bond executed by a reliable Surety Company, or a certified or cashier's check drawn on a National Bank or a bank having membership in the Federal Reserve System. The bid guaranty shall be in an amount not less than five percent (5.0%) of the total amount bid made payable without recourse to the City of Bentonville, Arkansas as a guarantee that the Bidder will enter into a contract, including execution of payment and performance bonds, within ten (10) days after notice of award of a contract by the City.

The successful bidder must furnish a performance and payment bond upon the form provided in the amount of one hundred per cent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.

The City of Bentonville reserves the right to reject any or all bids and to waive irregularities in the bidding documents deemed to be in the best interest of the City of Bentonville and to reject nonconforming, nonresponsive or conditional bids.

No bid may be withdrawn within sixty (60) calendar days after the closing time for receipt of bids.

Any questions regarding bids shall be directed to the office of Morrison-Shipley Engineers, Inc., 2407 S.E. Cottonwood St., Bentonville, AR 72712, (479) 273-2209.

By: City of Bentonville, Arkansas
Payment for Advertisement By: City of Bentonville, Arkansas Accounting Department
Staff Responsible for Publication: Gladys Shoemake, Purchasing Manager

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF PROPOSAL

Complete sets of Contract Documents (sometimes referred to as "Bidding Documents"), including the Plans, may be obtained as stated in the Advertisement for Bids. The City of Bentonville (Owner or City) and Morrison-Shipley Engineers, Inc. (Engineer) make these documents available to prospective Bidders only for the purpose of obtaining proposals for the proposed work and do not authorize or grant permission for any other use. The Contract Documents shall be used in preparing a proposal only. Neither the Owner nor the Engineer assumes any responsibility for errors resulting from the use of incomplete sets of Contract Documents by others.

A Proposal (sometimes referred to as "Bid" or "Bid Proposal") shall be strictly in accordance with the prescribed forms furnished with the Contract Documents. Proposals must be regular in every respect, and no modifications or deviations to the prescribed forms may be made by Bidder. Any modification or deviation to the prescribed forms by a Bidder may be considered sufficient cause for rejection.

The Proposal must be legibly written in ink or typed. Unless explicitly stated otherwise, all blank spaces in the Proposal shall be correctly filled in where indicated in words or numerals only. All blank spaces in the Bid Schedule must be filled in, including extending the total for each item, in numerals only. Prices shall be written in whole dollars and cents for each item in the Bid Schedule. The extended total amount for each item shall not be rounded. Erasures or other changes in the Proposal must be initialed by the signer of the Proposal.

Proposals must be submitted for all of the work included in the Bid Schedule for which the bid is submitted. A unit price shall be bid for each item listed in the Bid Schedule. Any Proposal covering only a part of the work will not be considered. A conditional Proposal will not be considered.

Bidders shall complete and submit the following documents in their entirety which comprise a Proposal:

1. Bid Proposal (executed)
2. Bid Bond (executed)
3. Non-Collusion Affidavit
4. Statement of Bidder's Qualifications – pp. SBQ-1 thru 3 (executed and notarized)
5. List of Proposed Subcontractors – pp. SUB-1 thru 2 (executed)
6. Certificate of Insurance (submit specimen copy) – p. IC-1

proposals must be signed in ink by an individual authorized to bind the Bidder (evidence of such authority shall be provided by Bidder if so requested by Owner). If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the

proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer.

Proposals must be submitted in a sealed envelope and clearly marked in accordance with Section 9, DELIVERY OF PROPOSAL. Proposals must be submitted at the place and on or before the time for opening of Proposals as specified in the Advertisement for Bids or as modified by an Addendum, if applicable.

The complete set of Contract Documents and any other documents issued for this project shall be considered to be a part of the Bidder's Proposal whether attached or not.

2. PROPOSAL GUARANTY

Proposals must be accompanied by a Proposal Guaranty in the form of a certified or cashier's check drawn on a National Bank, or a bank having membership in the Federal Reserve System, or in the form a bid bond executed by a reliable Surety Company. A cash deposit will not be accepted. The Proposal Guaranty shall be in an amount not less than five percent (5.0%) of the total amount of the bid as a guarantee that the Bidder will enter into a contract within ten (10) days after Notice of Award of a contract by the Owner. The Proposal Guaranty shall be made payable without recourse to the **City of Bentonville, Arkansas**. No Proposal will be considered unless it is accompanied by the required proposal guaranty.

Return of Proposal Guaranties shall be in accordance with paragraph Section 21, RETURN OF PROPOSAL GUARANTY.

3. ESTIMATED PROPOSAL QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the Bid Schedule in the Proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis of comparison for Proposals and the award of the Contract. The Owner does not expressly, or by implication agree, that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Plans and Specifications.

4. CLARIFICATION OF CONTRACT DOCUMENTS

A prospective Bidder who discovers discrepancies or omissions with the Contract Documents shall immediately notify the Engineer of the matter. If a prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, or any part thereof, a request for interpretation shall be

submitted to the Engineer, Brian Maurer, P.E., via email at bmaurer@morrisonshipley.com. The prospective Bidder submitting a request will be responsible for its prompt delivery to the Engineer. No request will be considered if submitted less than three (3) business days prior to the date of the bid opening. Any interpretation of a request will be issued by the Engineer in the form of an Addendum, which will be issued to the Plan Holders list on QuestCDN at least twenty-four (24) hours prior to the specified time of the bid opening. No verbal interpretations will be issued by the Engineer. It is the prospective Bidder's responsibility to make inquiry to QuestCDN as to an issued Addendum. All Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda.

The Owner will not be responsible for any explanations or interpretations of the Contract Documents.

5. EXAMINATION OF PLANS, SPECIFICATIONS AND WORK SITE

Bidders shall carefully examine the work site, Proposal, Plans, Specifications, all other Contract Documents, and available reports and tests of subsurface conditions at the proposed work site, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed Contract, including local conditions, uncertainty of weather, laws and regulations, restrictions, and all other contingencies. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed Contract. Information derived from the Plans, Specifications and other Contract Documents from the Engineer or his assistants shall not relieve the Bidder of this responsibility. The submission of a Proposal by Bidder shall be prima facie evidence that the Bidder has made such examinations and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Plans, Specifications and all other Contract Documents.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the Plans, Specifications, or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which the Bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

6. BIDDER QUALIFICATIONS

Each Bidder shall fully complete, and include with the Proposal, the "Statement of Bidder's Qualifications" form, which is provided in the Contract Documents, as evidence of the Bidder's qualifications in construction of work similar to that which is proposed in this contract, including availability of adequate equipment and personnel. If requested by the Owner, Bidder shall provide a detailed financial statement.

Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his/her obligations under the contract, and the Bidder shall provide the Owner all information for this purpose if so requested. The Owner reserves the right to reject any bid should the available information not satisfy the Owner that the Bidder is qualified perform the obligations of the contract.

7. SUBCONTRACTS

Each Bidder shall fully complete the "List of Proposed Subcontractors" form, which is provided in the Contract Documents, and include such with the Proposal. If requested by Owner, the list shall be accompanied by an experience statement as evidence of the subcontactor's, supplier's, or other relevant individual's/entity's qualifications.

If upon review the Owner has reasonable objections to any proposed subcontractor, supplier, individual or entity, the Owner may, before issuance of the Notice of Award, request apparent successful Bidder to submit an acceptable substitute. If the apparent successful Bidder submits a substitute acceptable to the Owner, the Bidder's price shall be increased or decreased by the difference in cost as a result of the substitute, and Owner may consider such price adjustment in evaluation of the Bids and making of the Award.

Should Bidder decline to make the requested substitution(s), such will not constitute grounds for forfeiture of Bidder's Proposal Guaranty, and Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, individuals or entities.

8. BID BONDS, CONTRACT BONDS, AND INSURANCE

Attention is called to Bidders to the fact that all bid bonds, performance and payment bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's compensation insurance, and property damage insurance must be secured through agents who are licensed to operate in the State of Arkansas as required by Arkansas Code Annotated 22-9-401.

9. DELIVERY OF PROPOSAL

Each Proposal submitted shall be placed in a sealed envelope plainly marked in ink or typed with the project name and number, location of airport, and the Bidder's name, business address, and Arkansas license number on the outside. If sent by mail, preferably registered, the sealed Proposal, marked as indicated above, should be enclosed in an additional envelope. No Proposal will be considered unless it is received at the place specified in the Advertisement for Bids or as modified by Addendum before the time

specified for opening of Proposals. Proposals will not be received after the time specified for opening of Proposals.

10. WITHDRAWAL OR REVISION OF PROPOSALS

A Bidder may withdraw or revise (by withdrawal of one Proposal and submission of another) a Proposal provided that the Bidder's request for withdrawal is received by the Owner in writing, or by fax or email before the time specified for opening of Proposals. Withdrawn Proposals shall be returned to the Bidder unopened. Revised Proposals must be received at the place specified in the Advertisement or as modified by Addendum before the time specified for opening of Proposals. Bidder may not submit a Proposal by email or fax.

11. PUBLIC OPENING OF PROPOSALS

Proposals shall be opened, and read, publicly at the time and place specified in the Advertisement for Bids or as modified by Addendum, regardless of any irregularities therein. Bidders, their authorized agents, and other interested persons are invited to attend. The Engineer, acting on behalf of the Owner, shall be responsible for declaring when the specified time of opening Proposals has arrived, and no Proposals will be received after such declaration. At the Owner's discretion, bid qualifications may be evaluated before and/or after the opening of Proposals.

No Proposal may be withdrawn for a period of **Sixty (60) calendar days** after the opening thereof.

12. IRREGULAR PROPOSALS

Proposals shall be considered irregular for any of the following reasons:

a. If the Proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the Proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the Proposal incomplete, indefinite, or otherwise ambiguous.

c. If the Proposal does not contain a unit price for each pay item listed in the Proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the Proposal contains unit prices that are obviously unbalanced.

e. If the Proposal is not accompanied by the Proposal Guaranty specified by the Owner.

13. DISQUALIFICATION OF BIDDERS

The Owner reserves the right to disqualify a Bidder for any of the following reasons:

a. If a Bidder submits more than one (1) Proposal from the same partnership, firm, or corporation under the same or different name.

b. If there is evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

c. If a Bidder fails to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the Contract Documents as a requirement for bidding.

d. If a Bidder fails to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner.

e. If a Bidder defaulted under previous contracts with the Owner.

f. If a Bidder performed unsatisfactory work on previous contracts with the Owner.

14. BID PROTEST

A prospective Bidder wishing to file a pre-bid protest concerning alleged improprieties with Proposal solicitation shall submit such to the Engineer in writing at least seventy-two (72) hours prior to the time specified for opening Proposals.

After Proposals have been opened, the Bidder may only protest the bidding process on the grounds that an anticipated award involves an improper evaluation of the Proposals. Such protest shall be submitted to the Engineer in writing within two (2) calendar days after the date of the opening of Proposals and prior to the award of a contract by Owner.

The formal written protest must identify the name of the Bidder filing the protest, the project name and number, and provide a detailed written explanation for the protest. All determinations made by the Owner are final.

15. CONSIDERATION OF PROPOSALS

Proposals will be considered on the basis of the total amount bid as derived from unit and lump sum prices and estimated quantities as given in the Bid Schedule of the Proposal. If the unit price and total amount for any item is not in agreement, the unit price shall govern, the total amount for the item shall be corrected to conform thereto, and the total bid amount shall be adjusted accordingly. Likewise, some lump sum bid items in the bid schedule may be limited to a percentage of the total bid amount. If the unit price amount entered for any of these items exceeds the stipulated limit, the unit price amount shall be reduced (to the nearest whole dollar) to not exceed the stipulated limit, and the total bid amount shall be adjusted accordingly.

The award of a contract, if it is to be awarded, will be to the responsive and responsible Bidder submitting the lowest total bid for ALL work listed in the Bid Schedule of the Proposal.

A Responsive Bidder is defined as one who has submitted a complete Proposal which conforms to all requirements of the Contract Documents. A Responsible Bidder is defined as one who has the necessary integrity, experience and capacity to fully perform the requirements of the Contract (See Section 6, BIDDER QUALIFICATIONS).

Until the award of the Contract is made, the Owner reserves the right to reject any or all Proposals or waive technicalities, if such rejection(s) or waiver(s) are in the best interest of the Owner and are in conformance with applicable State and local laws or regulations pertaining to the letting of construction contracts. Owner may advertise for new Proposals or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

16. AWARD OF CONTRACT

The award of a Contract for this work is contingent upon the Owner's available funding. The award of a Contract, if it is to be awarded, shall be made at the earliest possible date, but not later than **Sixty (60) calendar days** after the date of opening of Proposals.

17. CANCELLATION OF AWARD

The Owner reserves the right to cancel the award without liability to the successful Bidder, except return of the proposal guaranty, at any time before a Contract has been fully executed by all parties in accordance with the Section 20, APPROVAL OF CONTRACT.

18. EXECUTION OF CONTRACT DOCUMENTS

Within ten (10) calendar days after Notice of Award of a Contract by the Owner, the successful Bidder shall fully execute and deliver the Contract to the Owner in four (4) counterparts. Execution of the Contract by the successful Bidder shall include furnishing the appropriate Surety bonds and insurance certificates per the requirements of Section 19, REQUIRMENTS OF CONTRACT BONDS AND INSURANCE.

Should the successful Bidder neglect or refuse to execute a Contract, including furnishing acceptable surety bonds, with the Owner within ten (10) calendar days after Notice of Award of a contact by Owner, then Owner may consider the successful Bidder in default. Owner may subsequently cancel the Notice of Award, and the successful Bidder's Proposal Guaranty shall be forfeited and become the property of the Owner, not as a penalty, but as liquidated damages.

19. REQUIREMENTS OF CONTRACT BONDS AND INSURANCE

At the time of the execution of the Contract, the successful Bidder shall furnish the Owner separate Surety bonds that have been fully executed by the Bidder and his/her Surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bonds shall be acceptable to the Owner. The Surety bonds shall be in a sum equal to one hundred percent (100%) of the total Contract amount.

Contractor shall also furnish a Certificate of Insurance, including additional insured endorsements, as specified in Section 11, CONTRACTOR'S INSURANCE REQUIREMENTS of the Special Conditions.

20. APPROVAL OF CONTRACT

Upon receipt of the Contract and contract bonds that have been executed by the successful Bidder, the Owner shall complete the execution of the Contract in accordance with local laws or ordinances, and return the fully executed Contract to the Contractor. Delivery of the fully executed Contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's Proposal and the terms of the Contract.

21. RETURN OF PROPOSAL GUARANTY

All Proposal Guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of Proposals as herein before specified in Section 15, CONSIDERATION OF PROPOSALS. Proposal Guaranties of the two lowest bidders will be retained by the Owner until such time

as an award is made, at which time, the unsuccessful Bidder's proposal guaranty will be retuned. The successful Bidder's proposal guaranty will be returned upon Owner's receipt the contract bonds as specified in Section 19 above, REQUIREMENTS OF CONTRACT BONDS AND INSURANCE.

END INSTRUCTIONS TO BIDDERS

CONTRACT ITEMS

BID PROPOSAL

Place: **City of Bentonville, Arkansas**

Date: 9/8/2021

Proposal of Arco Excavation & Paving

A Corporation organized and existing under the laws of the State of Arkansas

OR

Proposal of _____

A partnership consisting of _____

OR

Proposal of _____

An individual doing business as _____

PROJECT NAME: **SOUTH MAIN STREET IMPROVEMENTS**
(SW 8th Street to SW 2nd Street)
City of Bentonville Bid No. IFB-21-64

PROPOSAL SUBMITTED TO: **The City of Bentonville (Owner)**
ATTN: Purchasing
1000 SW 14th Street, 2nd Floor
Bentonville, AR 72712

1.01 The undersigned Bidder proposes and agrees, if this Bid Proposal is accepted, to enter into an Agreement with OWNER in die 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 Proposal and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the *Advertisement for Bids* and *Instructions to Bidders*, including without limitation those dealing with the disposition of Bid Proposal security. The Bid Proposal will remain subject to acceptance for **60 calendar days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

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

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda:

Addendum No.	Addendum Date
#1	9/2/21

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

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

D. Bidder has carefully studied all:

(1) reports of explorations and tests of subsurface conditions, if any, at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and

(2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface

and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any other examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ESNGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid Proposal is submitted.

4.01 Bidder further represents that this Bid Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any association, organization or corporation; Bidder has not directly or indirectly induced or solicited any Bidder to submit a false or sham Bid Proposal; Bidder has not solicited or induced any individual or entity to from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other or over OWNER.

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

South Main Street Improvements

(SW 8th Street to SW 2nd Street)
City of Bentonville, Arkansas
PIIP20-0002

Item	Spec No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	SC-12	Mobilization	1	Lump Sum	$_____	$_____
2	120	Traffic Control	1	Lump Sum	$_____	$_____
3	141	Silt Fence	250	Lin. Ft.	$_____	$_____
4	141	Inlet Protection	18	Each	$_____	$_____
5	201	Site Preparation	1	Lump Sum	$_____	$_____
6	201	R & D of Conc. Sidewalks/Driveways	3,100	Sq. Yd.	$_____	$_____
7	201	R & D of Conc. Curb and Curb and Gutter	5,200	Lin. Ft.	$_____	$_____
8	201	R & D of Headwalls, Wingwalls, Inlets or Junction Boxes	7	Each	$_____	$_____
9	201	R & D of Storm Drain Pipe (Up to 24" Dia.)	350	Lin. Ft.	$_____	$_____
10	201	R & D of Concrete Ditch Paving	6	Sq. Yd.	$_____	$_____
11	202	Clearing and Grubbing Trees (Up to 12" diameter)	4	Each	$_____	$_____
12	202	Clearing and Grubbing Trees (13" to 34" diameter)	12	Each	$_____	$_____
13	203	Undercut Excavation and Backfill (Select Material)	2,000	Cu. Yd.	$_____	$_____
14	203	Undercut Excavation and Backfill (Oversized Rock)	200	Cu. Yd.	$_____	$_____
15	203	Topsoil (2" min. thickness)	250	Cu. Yd.	$_____	$_____
16	205	Trench or Excavation Safety System	1	Lump Sum	$_____	$_____
17	205	Compacted Crushed Stone in Trenches	3,100	Cu. Yd.	$_____	$_____
18	205	Rock Excavation in Trenches	1,500	Cu. Yd.	$_____	$_____
19	206	Flowable Fill Material	50	Cu. Yd.	$_____	$_____
20	230	Geotextile Fabric for Soils	400	Sq. Yd.	$_____	$_____
21	290	Solid Sodding	4,000	Sq. Yd.	$_____	$_____
22	305	Aggregate Base Course (4" Thickness)	7,000	Sq. Yd.	$_____	$_____
23	311	P.C. Concrete Base (6" Thickness)	600	Sq. Yd.	$_____	$_____
24	320	Tack Coat	1,650	Gallon	$_____	$_____
25	320	Prime Coat	200	Gallon	$_____	$_____
26	330	Asphalt Concrete Surface Course	1,020	Ton	$_____	$_____
27	330	Asphalt Concrete Binder Course	85	Ton	$_____	$_____
28	360	Cold Milling Asphalt Pavement (2" min. depth)	5,450	Sq. Yd.	$_____	$_____
29	370	Deep Patch	1,900	Sq. Yd.	$_____	$_____
30	380	Paving Fabric	5,450	Sq. Yd.	$_____	$_____

South Main Street Improvements

(SW 8th Street to SW 2nd Street)
City of Bentonville, Arkansas
PIIP20-0002
ADDENDUM No. 1

Item	Spec No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	SC-12	Mobilization	1	Lump Sum	$110,515.09	$110,515.09
2	120	Traffic Control	1	Lump Sum	$115,440.48	$115,440.48
3	141	Silt Fence	250	Lin. Ft.	$ 11.21	$ 2,802.50
4	141	Inlet Protection	18	Each	$ 312.64	$ 5,627.52
5	201	Site Preparation	1	Lump Sum	$145,898.11	$ 145,898.11
6	201	R & D of Conc. Sidewalks/Driveways	3,100	Sq. Yd.	$ 20.90	$ 64,790.00
7	201	R & D of Conc. Curb and Curb and Gutter	5,200	Lin. Ft.	$ 20.71	$ 107,692.00
8	201	R & D of Headwalls, Wingwalls, Inlets or Junction Boxes	7	Each	$ 3,286.84	$ 23,007.88
9	201	R & D of Storm Drain Pipe (Up to 24" Dia.)	350	Lin. Ft.	$ 42.63	$ 14,920.50
10	201	R & D of Concrete Ditch Paving	6	Sq. Yd.	$ 428.08	$ 2,568.48
11	202	Clearing and Grubbing Trees (Up to 12" diameter)	4	Each	$ 1,248.29	$ 4,993.16
12	202	Clearing and Grubbing Trees (13" to 34" diameter)	12	Each	$ 2,746.25	$ 32,955.00
13	203	Undercut Excavation and Backfill (Select Material)	2,000	Cu. Yd.	$ 37.74	$ 75,480.00
14	203	Undercut Excavation and Backfill (Oversized Rock)	200	Cu. Yd.	$ 101.67	$ 20,334.00
15	203	Topsoil (2" min. thickness)	250	Cu. Yd.	$ 97.31	$ 24,327.50
16	205	Trench or Excavation Safety System	1	Lump Sum	$ 6,241.47	$ 6,241.47
17	205	Compacted Crushed Stone in Trenches	3,100	Cu. Yd.	$ 59.11	$ 183,241.00
18	205	Rock Excavation in Trenches	1,500	Cu. Yd.	$ 132.97	$ 199,455.00
19	206	Flowable Fill Material	50	Cu. Yd.	$ 144.11	$ 7,205.50
20	230	Geotextile Fabric for Soils	400	Sq. Yd.	$ 18.28	$ 7,312.00
21	290	Solid Sodding	4,000	Sq. Yd.	$ 5.62	$ 22,480.00
22	305	Aggregate Base Course (4" Thickness)	7,000	Sq. Yd.	$ 19.30	$ 135,100.00
23	311	P.C. Concrete Base (6" Thickness)	600	Sq. Yd.	$ 42.76	$ 25,656.00
24	320	Tack Coat	1,650	Gallon	$ 6.25	$ 10,312.50
25	320	Prime Coat	200	Gallon	$ 6.25	$ 1,250.00
26	330	Asphalt Concrete Surface Course	1,200	Ton	$ 144.20	$ 173,040.00
27	330	Asphalt Concrete Binder Course	85	Ton	$ 209.42	$ 17,800.70
28	360	Cold Milling Asphalt Pavement (2" min. depth)	5,450	Sq. Yd.	$ 8.94	$ 48,723.00
29	370	Deep Patch	2,300	Sq. Yd.	$ 53.79	$ 123,717.00
30	380	Paving Fabric	5,450	Sq. Yd.	$ 4.18	$ 22,781.00

Item	Spec No.	Description	Quantity	Unit	Unit Cost	Total Cost
31	380	Asphalt Binder for Paving Fabric	1,635	Gallon	$ 6.13	$ 10,022.55
32	410	Curb and Gutter (Type A)	4,000	Lin. Ft.	$ 18.14	$ 72,560.00
33	410	Curb and Gutter (Integral)	500	Lin. Ft.	$ 26.50	$ 13,250.00
34	420	Concrete Aprons & Swales (6" Thickness)	400	Sq. Yd.	$ 73.08	$ 29,232.00
35	430	Concrete Driveway (6" Thickness)	1,150	Sq. Yd.	$ 71.62	$ 82,363.00
36	420	Concrete Pavement (6" Thickness)	445	Sq. Yd.	$ 83.12	$ 36,988.40
37	440	Concrete Sidewalk (4" Thickness)	6,200	Sq. Yd.	$ 50.51	$ 313,162.00
38	SC-14B	Stamped Concrete (8" Thickness)	325	Sq. Yd.	$ 132.01	$ 42,903.25
39	SC-14B	Stamped Concrete (6" Thickness)	75	Sq. Yd.	$ 170.30	$ 12,772.50
40	440	Concrete Steps	6	Sq. Yd.	$ 2,569.21	$ 15,415.26
41	440	Detectable Warning Device	1,200	Sq. Ft.	$ 30.97	$ 37,164.00
42	501	18" Reinforced Concrete Pipe (Class III)	347	Lin. Ft.	$ 83.14	$ 28,849.58
43	501	24" Reinforced Concrete Pipe (Class III)	25	Lin. Ft.	$ 100.93	$ 2,523.25
44	501	30" Reinforced Concrete Pipe (Class III)	41	Lin. Ft.	$ 127.66	$ 5,234.06
45	501	36" Reinforced Concrete Pipe (Class III)	68	Lin. Ft.	$ 209.61	$ 14,253.48
46	501	48" Reinforced Concrete Pipe (Class III)	1,032	Lin. Ft.	$ 246.08	$ 253,954.56
47	501	23"x14" Elliptical Reinforced Concrete Pipe (Class III)	61	Lin. Ft.	$ 133.19	$ 8,124.59
48	501	38"x24" Elliptical Reinforced Concrete Pipe (Class III)	146	Lin. Ft.	$ 167.19	$ 24,409.74
49	501	60"x38" Elliptical Reinforced Concrete Pipe (Class III)	435	Lin. Ft.	$ 211.89	$ 92,172.15
50	501	Concrete Headwalls/Wingwalls	4	Cu. Yd.	$ 4,592.94	$ 18,371.76
51	501	Concrete Ditch Paving	6	Sq. Yd.	$ 349.49	$ 2,096.94
52	501	Concrete Inlets/Junction Boxes	150	Cu. Yd.	$ 1,001.88	$ 150,282.00
53	501	Grate for Combination Inlet	23	Each	$ 3,365.85	$ 77,414.55
54	SC-14A	Reconstruct Inlet top	3	Cu. Yd.	$ 1,883.98	$ 5,651.94
55	841	Thermoplastic Pavement Marking (White 4")	550	Lin. Ft.	$ 2.81	$ 1,545.50
56	841	Thermoplastic Pavement Marking (White 12")	120	Lin. Ft.	$ 18.73	$ 2,247.60
57	841	Thermoplastic Pavement Marking (Yellow 4")	4,350	Lin. Ft.	$ 2.81	$ 12,223.50
58	860	Traffic Signs	120	Sq. Ft.	$ 28.73	$ 3,447.60
59	860	Traffic Sign Posts	23	Each	$ 124.89	$ 2,872.47
60	902	Manhole Grade Adjusting Rings	8	Each	$ 412.16	$ 3,297.28
61	902	Valve Box Risers	19	Each	$ 514.09	$ 9,767.71
62	329300	Espresso Kentucky Coffeetree - 3" Cal. B&B	24	Each	$ 1,248.92	$ 29,974.08
63	329300	Fastigiata' European Hornbeam - 3" Cal. B&B	44	Each	$ 1248.92	$ 54,952.48

Item	Spec No.	Description	Quantity	Unit	Unit Cost	Total Cost
64	329300	Street Tree Grates	68	Each	$ 2,556.20	$ 173,821.60
65	SC-15A	8"x6" Tapping Sleeve and Valve	1	Each	$ 5,270.09	$ 5,270.09
66	SC-15B	Fire Hydrant Assembly	1	Each	$ 7,730.45	$ 7,730.45
67	SC-15B	Fire Hydrant Relocation	3	Each	$ 8,515.30	$ 25,545.90
68	SC-15D	Water Meter Relocation	18	Each	$ 2,203.89	$ 37,466.13
69	SC-15D	Adjust Water Meter Box to Grade	4	Each	$ 901.64	$ 3,606.56
70	SC-15B	Adjust Existing Fire Hydrant to Grade	1	Each	$ 2,256.63	$ 2,256.63
71	SC-14E	Sand-Set Pavers	40	Sq. Yd.	$ 224.81	$ 8,992.40
72	SC-14D	Street Light Foundation (Detail DS-1415A)	4	Each	$ 760.38	$ 3,041.52
73	SC-14D	Street Light Foundation (Detail DS-1415B)	40	Each	$ 1,048.81	$ 37,757.16
74	SC-14D	2" PVC Conduit (Schedule 40) - beneath pavement	5,000	Lin. Ft.	$ 18.56	$ 92,800.00
75	SC-14D	2" PVC Conduit (Schedule 40) - in green space	500	Lin. Ft.	$ 18.45	$ 9,225.00
76	SC-14D	3" PVC Conduit (Schedule 40) - beneath pavement	500	Lin. Ft.	$ 30.02	$ 15,010.00
77	SC-14D	3" PVC Conduit (Schedule 40) - in green space	500	Lin. Ft.	$ 21.31	$ 10,655.00
78	SC-14D	2" PVC Conduit (Schedule 40) - by boring	75	Lin. Ft.	$ 81.18	$ 6,088.50
79	SC-14D	3" PVC Conduit (Schedule 40) - by boring	75	Lin. Ft.	$ 99.91	$ 7,493.25
80	SC-14D	Flush Mount Junction Box	4	Each	$ 1,000.64	$ 4,002.56
81	SC-14D	Transformer Pad (Detail DS-1405)	4	Each	$ 1,778.49	$ 7,113.96
82	SC-14D	Transformer Pad (Detail DS-1406)	1	Each	$ 4,566.61	$ 4,566.61
83	SC-14C	Contingency Allowance	1	Lump Sum	$ 150,000.00	$ 150,000.00
		TOTAL BID (Items 1 - 83)				$ 3,817,610.49

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bid Proposals, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will he substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work within the times specified in the Agreement, which shall be stated in the Agreement.

NOTICE: To comprise a complete Bid Proposal, Bidder shall also complete, execute and submit, in their entirety, all documents listed in Section 1 of the Instructions to Bidders.

SUBMITTED on September 8th, 2021.

State Contractor License No. 0555560622.

Corporation Name: Arco Excavation & Paving (SEAL)

State of Incorporation: Arkansas

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

By: [redacted] 9/8/21
Signature *Date*

Name (typed or printed): Tony White

Title: Estimator/PM

Attest [redacted]
(Signature of Corporate Secretary)

Business address: 10257 E Hwy 72
Bentonville AR 72712

Phone No.: 451-8000 Fax No.: 451-8010

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, are hereby held and firmly bound unto the **City of Bentonville, Arkansas** as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of_____, 2021.

The Condition of the above obligation is such that whereas the Principal has submitted to the **City of Bentonville, Arkansas** a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the **South Main Street Improvements (SW 8th Street to SW 2nd Street)** project.

NOW THEREFORE

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NONCOLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Benton

I Tony White of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [redacted] Title: Est/PM

Subscribed and sworn before me this: 1 day of September, 2021

Notary Public: [redacted] My commission expires: 10.17.25

DEBRA DOLT No. 12404041 NOTARY PUBLIC EXPIRES 10-17-2025 BENTON COUNTY - ARKANSAS

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder: Arco Excavation & Paving

2. Permanent main office address: 10287 E Hwy 72 Bentonville, AR. 72712

3. When and where organized (or incorporated): Arkansas 2004

4. How many years have you been engaged in the contracting business under present firm name:

   17 yrs

5. Similar Projects under Contract (location, percent complete, anticipated completion date, cost):

   Active living & Rogers Champions Improvements
   Rogers, 15%, 2/2022

6. Similar Projects Completed (location, date completed, cost):

   8th Street tunnel Bentonville
   Completed 2019
   App. 3.6 million

7. Have you ever failed to complete any work awarded to you? No
   If yes, where and why? _____

8. Have you ever defaulted on a contract? NO
   If yes, where and why? _____

9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? NO
   If yes, where and why? _____

10. List the major equipment available for this contract.

Mini & Large Excavators

- Dozers, Skid steers, Rollers, Paver, curb machine

11. Credit available: $ 1.5 million

12. Provide Bank reference: Arvest

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required? Yes

14. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the **City of Bentonville, Arkansas** in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 12:30 PM this 8th day of September, 2021.

Asco Excavation & Paving
(Name of Bidder/Prime Contractor)

By [redacted]
(Signature)

Tony While — Est/PM
(Printed Name) (Title)

STATE OF AR)
) SS.
COUNTY OF Benton)

Tony White
(name of person signing this Statement)

being duly sworn deposes and says that he/she is the CST/Pres *(title of person signing this Statement)* of Arc Excavation *(name of company)* and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO Before me this 8 day of Sept, 20 21.

[redacted]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

10-17-25

DEREK ESPOLT
No. 12404047
NOTARY PUBLIC
EXPIRES 10-17-2025
BENTON COUNTY - ARKANSAS

LIST OF PROPOSED SUBCONTRACTORS

In compliance with Act 159 of 1949, as amended, of the Acts of the General Assembly of the State of Arkansas, I, the undersigned Bidder (General Contractor), hereby certify that proposals from the following Subcontractors were used in the preparation of my bid proposal. 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.

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No.: _____

Date Firm Established: _____

Address: _____

Contract Amount: _____

Annual Gross Receipts: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No.: _____

Date Firm Established: _____

Address: _____

Contract Amount: _____

Annual Gross Receipts: _____

Type of Work: Striping, Signage, Traffic Control

Subcontractor's Name: Time Striping, Inc.

Arkansas License No.: 0017280622

Date Firm Established: _____

Address: P.O. Box 1236 Van Buren, AR 72956

Contract Amount: 25,000 Approx.

Annual Gross Receipts: _____

Bidder (General Contractor) Name: Asco Excavation & Paving

Arkansas License No.: 05555 0622

Date Firm Established: 2004

Address: 10287 E Hwy 72

Annual Gross Receipts: 15 mil

Authorized Signature: [redacted]

Printed Name and Title: Tony White PM/Est

NOTE: This form, including the appropriate documentation, must be completed and submitted with the Proposal to be considered responsive.

CERTIFICATE of INSURANCE

TO:

Date_____

Project No._____

_____
Owner

Type of_____

_____
Address

Project_____

THIS IS TO CERTIFY THAT_____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 Person $ 1 Accident
Contingent Liability				1 Person $ 1 Accident
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: **City of Bentonville, Benton County, Arkansas**

Descriptions of Operations Covered: **So. Main Street Improvements (SW 8th Street to SW 2nd Street)**

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contains such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____
(Name of Insurer)

By_____

Title_____

IC-1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 8315 Cantrell Road, Suite 300 Little Rock AR 72227 License#: PC-1092395	**CONTACT NAME:** Erin Cervantes **PHONE (A/C, No, Ext):** 501-614-1128 **FAX (A/C, No):** 501-614-1428 **E-MAIL ADDRESS:** erin.cervantes@bxsi.com
INSURED Arco Excavation & Paving, Inc 10287 E Highway 72 Bentonville AR 72712-8875 ARCOEXC-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** BITCO General Insurance Corporation / 20095 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1954742060 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:			CLP 3 697 838	9/10/2020	9/10/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CAP 3 697 837	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP 2 817847	9/10/2020	9/10/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 3 697 836	9/10/2020	9/10/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Pollution Liability Equipment Floater			CLP 3 697 838 CLP3697838	9/10/2020 9/10/2020	9/10/2021 9/10/2021	Limit Limit:	1,000,000 See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: So. Main Street Improvements (SW 8th Street to SW 2nd Street)

CERTIFICATE HOLDER

City of Bentonville, Benton County, Arkansas

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[redacted]

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Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget Adjustment to allow for payment to acquire a portion of tract #20 on the 090421 project. This project will allow for improvements to the intersection of Walton/Tiger/NW 12th.

Estimated Cost	**$198,775.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

The additional funding request would be provided out of the Street Construction account, but would be eligible for 80% reimbursement through the STPA funding.

Budget Adjustment Request

Date of City Council Meeting	**10/26/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

To allow for payment in order to acquire a portion of tract #20 on the 090421 project. This project will allow for the improvements to the intersection of Walton/Tiger/NW 12th (Munis# 20ST000008).

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	**47380**	**Street Construction**		**$ 198,775.00**
		Totals	**$ -**	**$ 198,775.00**
		Net Impact on Fund Balance	**$**	**(198,775.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memorandum

To: Mayor and City Council

From: Dennis Birge, Transportation Director

Date: Friday, October 15, 2021

Re: Budget Adjustment – 090421 – Walton/Tiger/NW 12th project

---

Staff recommends City Council approval of a budget adjustment in the amount of $198,775.00. This request is to cover the cost of acquisition for a portion of tract #20 on the 090421 project. The funds would be eligible for 80% reimbursement through the STPA funds that were obligated for this project. The cost breakdown is as shown below:

Land acquisition	$197,500
Mediation fees	$ 1,275
Total	$198,775

These funds will come from the Street Construction Account.

Thank you for your consideration of this request. Please contact me at dbirge@bentonvillear.com or 479-271-5964 with any questions or comments.

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**479-271-5964**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☑ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Change Order #2 for VBT Southeast Taxiway B Project authorizing the approval of additional drainage work to the detention pond.

Estimated Cost	**$10,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

This change order will originally be funded through the Airport Improvements other than Building/Other account. Reimbursements will be applied for at a later date.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: Monday, October 18, 2021

Re: Airport – SE Taxiway Extension – Request for Change Order #2 Approval

---

Staff recommends City Council approval of a change order; allowing Change Order #2 to the KVBT Airport SE Taxiway Extension project. The Change Order would allow for funding required to construct additional depth to the detention pond and install smaller outflow pipes. This Change has been requested by the owner of the adjacent property to match the flow rate of the existing pipes.

The total amount of the Change Order is $10,000.00.

Thank you for your consideration of this request and please do not hesitate to contact me with any questions or concerns at dbirge@bentonvillear.com or 479-271-5964.

Construction Contract Change Order

Project: VBT Southeast Taxiway B Bentonville, AR Garver Job No. 19A13192	**Change Order No.** 2 **Date Prepared:** October 14, 2021 **Prepared by:** Chris Maestri, Garver
Owner: City of Bentonville 117 W Central Ave Bentonville, AR 72712	**Contractor:** Tri Star Contractors, LLC 1910 Waukesha Rd Siloam Springs, AR 72761

Description of Work Included in Contract

Construction of approximately 1,800 linear feet of 35 foot wide asphalt parallel taxiway extension, including lighting and signage as shown on the plans and indicated in the

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Detention pond adjustments for temporary construction easement. This change order will be funded outside of the AIP grant funding assocaited with this project.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	P-152-4.1	Unclassified Excavation	CY	5,310	$10.00	5460	$10.00	$53,100.00	$54,600.00
A.	D-701-5.1b	18" Reinforced Concrete Pipe (Class IV)	LF	104	$49.00	112	$49.00	$5,096.00	$5,488.00
A.	D-701-5.1c	24" Reinforced Concrete Pipe (Class III)	LF	48	$85.00	40	$85.00	$4,080.00	$3,400.00
A.	D-701-5.2b	18" Reinforced Concrete End Section	EA	2	$850.00	3	$850.00	$1,700.00	$2,550.00
A.	D-701-5.2c	24" Reinforced Concrete End Section	EA	1	$1,100.00	0	$1,100.00	$1,100.00	$0.00
A.	CO-2.1	Concrete Pipe Collar (18" to 24")	EA	0	$0.00	1	$1,500.00	$0.00	$1,500.00
A.	CO-2.2	Additional Detention Pond Grading and Restoration	LS	0	$0.00	1	$7,538.00	$0.00	$7,538.00
							Summation of Cost	**$65,076.00**	**$75,076.00**
							Net Cost for this Change Order		**$10,000.00**

Estimated Project Cost

	Estimated Project Cost
Original Contract Amount	**$1,969,284.60**
Previously Approved Changes	**($352,310.00)**
This Change Order	**$10,000.00**
New Contract Amount	**$1,626,974.60**

Time Change

Contract Start Date	June 14, 2021
Original Contract Time (calendar days)	150
Previously Approved Changes (calendar days)	0
Additional Contract Time This Change Order (calendar days	0
Suspended Time (calendar days)	0
New Construction Completion Date	November 11, 2021

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE
Engineer: Garver

[redacted] — Engineer's Signature

Senior Project Manager — Title

10/18/2021 — Date

ACCEPTED BY CONTRACTOR

[redacted] — Contractor's Signature

President — Title

10.18.21 — Date

APPROVED BY OWNER

Owner's Signature — Title — Date

DocuSign Envelope ID: 3815037E-CCE7-4EFA-9C09-84802CFF9C9E

TEMPORARY CONSTRUCTION EASEMENT

PROPERTY OWNER: NWA Storage 1, LLC
74 Halbach Court
Fond Du Lac, WI 54937

PARCEL ADDRESS: 3400 SW Municipal Drive

PARCEL #: 01-05277-004 Tract # _____

KNOW ALL MEN BY THESE PRESENTS:

THAT NWA Storage 1, LLC (Grantor) for and in consideration of One Dollar ($1.00) cash in hand paid by the City of Bentonville (Grantee) does hereby give and grant to the City of Bentonville, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purpose necessary for:

Southeast Taxiway B Detention Outlet,

together with free ingress and egress, to, across, through and over the following lands situated in the County of Benton, State of Arkansas. Below is a basic description of the easement requested:

See "Temporary Construction Easement Exhibit (EXB-01)" which is attached. Temporary Construction Easement is approximately 220 sf, more or less.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures that results from the exercise of rights and privileges contained within the right of way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantee as close as is reasonable to the original condition.

This temporary easement as conditioned above shall terminate when said project has been completed. Grantor shall be notified by Grantee once the project is complete.

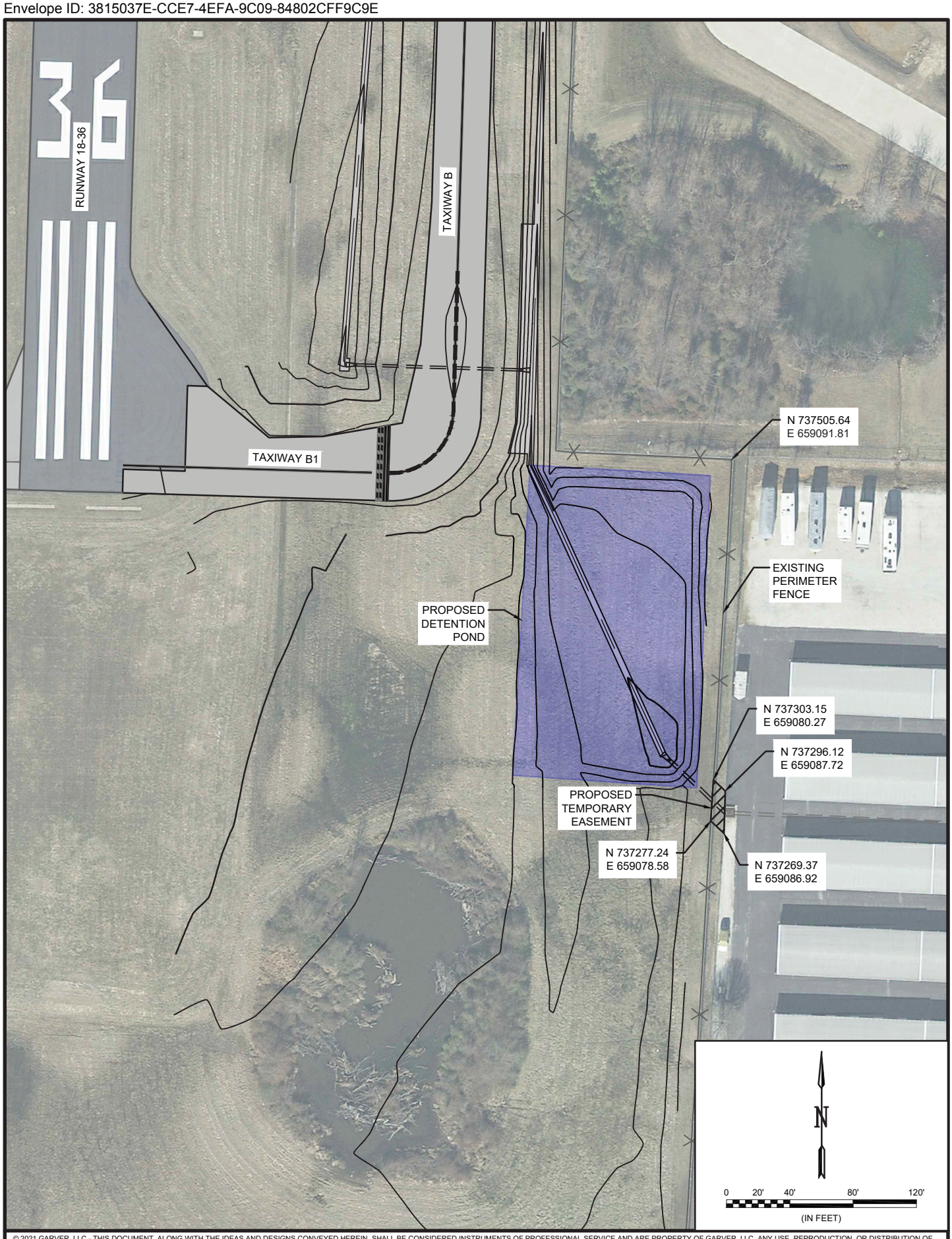
TO HAVE AND TO HOLD the same unto the City of Bentonville, Arkansas, and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature on this 30th day of September, 20 21.

[redacted]
Property

[redacted]
Property Owner Signature

DocuSign Envelope ID: 3815037E-CCE7-4EFA-9C09-84802CFF9C9E



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GARVER
4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758
(479) 257-9188

BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

SOUTHEAST TAXIWAY B
CITY OF BENTONVILLE - PIIP20-0005

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

FIGURE NUMBER **EXB**

SHEET NUMBER **01**

File: L:\2019\19A13192 - VBT East Taxiway Extension\Drawings\MISC\Temp Construction Easement Exhibit (Drainage).dwg Last Save: 8/26/2021 8:01 AM Last saved by: CMMaestri
Last Updated by: Maestri, Christopher M. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 8/26/2021 8:02 AM Plotter: Hesh - DWG To PDF.pc3

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget Adjustment in the amount of $10,000.00 for additional drainage work to the detention pond at VBT SE Taxiway B Project.

Estimated Cost	**$10,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

This change order will originally be funded through the Airport Improvements other than Building/Other account. Reimbursements will be applied for at a later date.

Budget Adjustment Request

Date of City Council Meeting	**10/26/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

To allow for funding of Change Order #2 of the VBT SE Taxiway B Project.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101630	**47390**	**Improvements other than Bldg/Other**		**$ 10,000.00**
		Totals	**$ -**	**$ 10,000.00**
		Net Impact on Fund Balance	**$**	**(10,000.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Administration**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution for approval on an Interim Lease/Permit Application and Negotiation Policy for the Bentonville Municipal Airport. This is an update to the Minimum Requirements for Aeronautical Operations or Activity at Bentonville Municipal Airport.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Memo

To: City Council, Mayor Orman

From: Debbie Griffin, Director of Administration

Date: October 13, 2020

Re: Resolution on Interim Leasing Policy for the Bentonville Municipal Airport

---

The City of Bentonville has a series of grant agreements with the Federal Aviation Administration for the development and improvement of the Bentonville Municipal airport and the City is bound, as the federally-obligated airport sponsor, to comply with a set of standard conditions that govern how it may operate the Airport.

There have been several parties who have expressed interest in leasing property/hangars at the Bentonville Municipal Airport. The Minimum Requirements for Aeronautical Operations and Activity at the Bentonville Municipal airport document needs to be updated as a whole to clarify current operations. This interim leasing policy addresses one section of this document. Legal experts in the field of aviation law developed this clear guidance and framework for the interim leasing policy.

The Airport Advisory Board recommends approval of this resolution in a 4-1 vote.

Bentonville Municipal Airport
City of Bentonville, Arkansas

Interim Lease/Permit Application and Negotiation Policy

I. Background

The City has entered into a series of grant agreements with the FAA for the development and improvement of the Airport, through which the City is bound, as the federally-obligated airport sponsor, to comply with a set of standard conditions that govern how it may operate the Airport (the "Grant Assurances"). Among other things, the City must make the Airport available for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities. When two or more entities express interest in developing the same property for aeronautical purposes, it is particularly important that the City follow objective and not unjustly discriminatory criteria to determine which entity will best serve the Airport's needs.

The City has adopted "Minimum Requirements for Aeronautical Operations or Activity at Bentonville Municipal Airport (Louise M. Thaden Field) Bentonville, Arkansas" (the "Minimum Standards"). The Minimum Standards contain procedures regarding applications to enter into a lease of Airport property or other written agreement authorizing the provision of commercial aeronautical services. However, the Minimum Standards do not address the situation where multiple parties are interested in developing the same piece of Airport property. Additionally, there has been confusion regarding the procedures prescribed in the Minimum Standards and the level of documentation that must be provided to the Board on initial application.

The City of Bentonville is adopting this Interim Lease/Permit Application and Negotiation Policy (this "Policy") to address the situation described above and to provide a more robust framework for entities interested in obtaining a lease or other agreement for aeronautical purposes at the Airport. This Policy does not apply to entities seeking to use airport property for nonaeronautical purposes. Nonaeronautical use of airport property will be considered on a case-by-case basis.

II. Applicability

This Policy shall apply to all persons wishing to enter into an agreement with the City for the lease of Airport property for aeronautical purposes or which otherwise confers the right to conduct a commercial aeronautical activity at the Airport (e.g., a commercial activity permit) after October 26, 2021, including applications pending as of the date of the adoption of this Policy.

This Policy shall apply in lieu of Section III, *Lease Agreement Process*, of the Minimum Standards and shall remain in force and in effect until such time that it is repealed or modified by the Board.

All capitalized terms not defined herein shall refer to the definitions in the Minimum Standards.

III. Interim Application Process

To apply for the lease of Airport property for aeronautical purposes or the right to conduct a commercial aeronautical activity at the Airport, a person must complete the following steps and

comply with the following requirements, and, thereafter, must provide such additional information as may be requested by the Airport Manager, the Airport Advisory Board (the "Board"), or the City Council.

No person shall be permitted to perform a commercial aeronautical activity at the Airport without an appropriate permit, operating agreement, lease, or other agreement with the City.

A. Statement of Interest. An applicant must first submit a written Statement of Interest to the Airport Manager indicating their interest in leasing Airport property and/or performing a commercial aeronautical activity at the Airport. If the Airport Manager has prescribed a particular form of Statement of Interest, the City shall post it on the Airport's website and the applicant shall submit using that form. In any case, the Statement of Interest should include, at minimum, the following:

1. The full name, address, phone number, and email address of the applicant;

2. A proposed date of the commencement of the services and/or lease;

3. A description of the intended aeronautical use of the Airport land and/or facilities and, if commercial aeronautical activities are to be performed, a description of the scope of the proposed operations and the means and methods intended to be employed to satisfy the Minimum Standards and to provide high-quality service to Airport users and the general public of the Bentonville service area; and

4. A description of the space the applicant wishes to lease or proposes to sublease from another entity with a current lease at the Airport, including approximate square footage and description of improvements that are proposed to be leased, subleased, or constructed.

B. Review by Airport Manager. Upon receipt of a Statement of Interest, the Airport Manager shall ensure that the applicant has provided the above information and, if not, notify the applicant in writing of what additional information is required. The Airport Manager may also request additional information from the applicant at this time. If the applicant submits a complete Statement of Interest, the Airport Manager shall forward the Statement of Interest to the Board.

C. Notice to Applicant; Competitive Process. The Airport Manager shall review each Statement of Interest and determine whether to initiate a competitive process pursuant to the below Section III.C.1. In order to decide whether to initiate a competitive process, the Airport Manager may also request additional information from the applicant at this time, including to aid in its understanding of the proposed activity(ies) and/or the applicant's capacity to provide the proposed service(s) and/or lease the proposed space. Once he or she has made this determination, the Airport Manager will inform the Board of how the Airport intends to proceed regarding the Statement of Interest. Unless the City has determined that it will follow a competitive process, the Airport Manager will request a formal written

application from the applicant who has submitted a Statement of Interest pursuant to Section III.D.

1. *Competitive Process*.

(a) Upon receipt of a Statement of Interest, or at any other time, including if the City has reason to believe that more than one person may be interested in providing similar commercial aeronautical services or may be interested in operating at the same or similar location, the City may, but is not obligated to, issue a request for qualifications or proposals or otherwise select an operator(s) or lessee(s) through a competitive solicitation in accordance with applicable law and Airport policies. In that instance, the competitive procurement process will supersede the formal written application process described below, provided, however, the City shall accept responses for a reasonable time period so as not to unreasonably delay consideration of any pending applications. In such cases, the Airport Manager will develop and draft the appropriate solicitation and provide to the Board for the Board's review and comment before issuance.

(b) If an applicant has submitted a Statement of Interest in compliance with this Section III, and the City receives an additional Statement of Interest that indicates an interest in the particular space at the Airport requested by the first applicant with a pending application, it will notify both applicants of the other's interest. In such event, the City shall make reasonable efforts to accommodate one or both applicants at another location on the Airport, to the extent that appropriate space is available and such applicant(s) are qualified pursuant to this Policy, the Minimum Standards, and all applicable federal, state, and local law, rules, and regulations.

(c) When the City has not initiated a competitive process, but while the City is considering an application and/or in negotiations with an applicant for a potential lease agreement, the City shall continue to accept and consider applications from other persons interested in developing that subject property and will not reserve any property for an applicant.

D. Formal Written Application. The written application shall be in the form prescribed by the Airport Manager, or, in the absence of a form, shall include the information listed below and any such additional information as may be requested by the Airport Manager or the Board.

1. *Information to be Included in All Formal Written Applications*.

(a) Full name, address, phone number, and email address of the applicant (if the applicant is a legal entity, full name, address, phone number, and email address of all principals of such entity);

(b) The proposed date of the commencement of the services and/or lease;

(c) Description of the space the applicant wishes to lease or proposes to sublease from another entity with a current lease at the Airport, including approximate square footage and description of improvements that are proposed to be leased, subleased, or constructed and including a map, to scale, of the location, configuration, and amount of such land and improvements

(d) Evidence of financial capacity and capability to initiate the proposed operations and, if applicable, for the construction and maintenance of improvements and appurtenances that are proposed or may be required for the proposed concept of operations;

(e) Evidence of the applicant's financial and managerial capability to perform and provide the proposed services and/or construct the proposed improvements, including financial statements, cash flow and profit and loss projections, identification of any bankruptcies relating to the applicant or its principals, and, for Commercial Operators, past experience of the applicant's key employees in providing the proposed services;

(f) The amount and type of insurance coverage the applicant will maintain, and evidence of such insurance or the ability to obtain such insurance; and

(g) Disclosure of any and all documented violations by the applicant and/or the applicant's principals of Federal Aviation Administration regulations.

2. *Additional Information for Commercial Aeronautical Activities*. Applicants proposing to conduct commercial aeronautical activities shall also include the following information in their formal written applications:

(a) Comprehensive listing and description of the proposed commercial aeronautical activity(ies);

(b) List of the employees who have been or will be hired as appropriate for the scope of the proposed operations and descriptions of their roles, responsibilities, and prior experience and including a list of the necessary licenses or certifications that apply to such positions;

(c) List and descriptions of the tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such activity(ies), including the number, type(s) and basing of aircraft to be provided/maintained (as applicable);

(d) Copies of the necessary certificates from the FAA or other authority where the same are required for the activity proposed, or demonstration that the applicant can reasonably obtain such approvals;

3. *Supporting Documents*.

(a) In addition to the above, if requested by the Board, the applicant shall submit the following supporting documents to the Board, together with any other such documents and information as may be requested by the Board:

(1) Financial Statement. A current financial statement certified by a Certified Public Accountant.

(2) Assets. A written listing of the assets owned or being purchased which will be used in the operation of the business on the Airport.

(3) Credit Report. A current credit report covering all areas in which the applicant has done business during the past ten years.

(4) List of References. A written list of persons who work at other airports where the applicant has engaged in commercial aeronautical activity that can provide a reference for the applicant and their current contact information, including phone numbers and email addresses.

(5) Authorization for Release of Information. A written authorization for the FAA and all aviation or aeronautic commissions, administrators, or departments in all states in which the applicant has engaged in aviation business to supply the Airport Advisory Board with all information in their files relating to the applicant or his operation. The applicant shall execute such forms, releases, and discharges as may be requested by any of these agencies.

E. Review by Airport Advisory Board. The Board shall not take any action on an application to lease Airport property for aeronautical purposes or conduct a commercial aeronautical activity on the Airport unless and until it has received all required and/or requested information and documentation specified in Section III.D.1, III.D.2, and III.D.3 above, and provided further that the Board shall not

provide a final approval of an application unless and until the applicant has completed the Large-Scale Development process, as applicable, and as described further in Section F. However, if an applicant has submitted a complete formal written application prior to submitting, the Board may, on its own initiative or at the request of the Airport Manager and/or the applicant, review such application and provide a preliminary approval (contingent on submission of an approved Large-Scale Development plan) or deny such application.

F. Large-Scale Development Plan.[1]

1. Prior to the approval by the Board of an agreement with an applicant, the applicant must have complied with all applicable requirements for Large Scale Developments at the Airport, including without limitation:

   (a) The applicant must first meet with the Airport Manager before initiating the Large-Scale Development process. At that meeting, the applicant must provide preliminary drawings and concepts sufficient for informal review and discussion.

   (b) Following the initial meeting with the Airport Manager, the applicant must proceed with the Large-Scale Development process described in Section 700 of the Bentonville Municipal Code.

   (c) The applicant's Large-Scale Development plan must comply with the design standards for the Airport contained in Section 1100.24 of the Bentonville Municipal Code.

   (d) The applicant's Large-Scale Development plan must be approved by the Planning Commission pursuant to Section 700.04 of the Bentonville Municipal Code.

   (e) After the applicant's Large-Scale Development plan is approved by the Planning Commission, the applicant must submit such plan to the Airport Advisory Board for its review and approval.

2. The applicant may initiate the Large-Scale Development process before or after submitting their formal written application, provided, however, that the Board shall not approve any formal written application (nor the terms of any form of lease agreement) unless and until an applicant has also submitted to the Board for its approval a Large-Scale Development plan that has been prepared pursuant to the above and approved by the Planning Commission.

[1] **"Large-Scale Development"** shall have the meaning given to it in the Bentonville Municipal Code.

3. The applicant must continue to comply with all applicable requirements for Large-Scale Developments during the term of the applicant's lease agreement at the Airport.

G. Grounds for Denial of an Application. In reviewing an application to lease Airport property for aeronautical purposes or to conduct a commercial aeronautical activity on the Airport, any of the following reasons shall be grounds for denial of that application:

1. Not Qualified. The applicant proposes to conduct a commercial aeronautical activity for which it does not meet the established qualifications, standards, and requirements.

2. Safety Hazard. The applicant's proposed operations or construction will create a safety hazard on the Airport.

3. Authority Expenditure. The granting of the application will require the City to spend Airport revenue or public funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time when the City is unwilling to enter into such arrangement; or, the operation will result in a financial loss to the Airport.

4. Availability. There is no appropriate, adequate, or available space or building on the Airport to accommodate the entire activity of the applicant at the time of the application.

5. Non-Compliance with Airport Layout Plan or Airport Master Plan. The proposed operation or Airport development or construction does not comply with the Airport Layout Plan or current Airport Master Plan.

6. Congestion. The development or use of the area requested by the applicant will result in depriving existing operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the operator's area.

7. Misrepresentation. The applicant, or person with a substantial interest therein, has either intentionally or unintentionally, supplied the City with any false information or has misrepresented any material fact in their application or in supporting documents or has failed to make full disclosure on their application or in supporting documents.

8. History of Violations. The applicant, or person with a substantial interest therein, has a record of violating the Minimum Standards, the rules and regulations of this or any other airport, or FAA regulations.

9. Defaulted Performance. The applicant, or person with a substantial interest therein, has defaulted in the performance of any agreement with the City.

10. Poor Credit Report. The applicant, or person with a substantial interest therein, has a credit report which contains derogatory information and does not appear to have satisfactory business responsibility and reputation.

11. Lack of Finances. The applicant does not appear to have, or have access to, the finances necessary to lease the Airport property and/or conduct the proposed operation for a minimum period of six months (for example, the applicant lacks the ability to post performance bond equal to six months' rental) or to construct the necessary proposed improvements.

12. Undesirable Reputation. The applicant, or person with a substantial interest therein, has been convicted of any crime or violation of any ordinance of such nature that it indicates to the City that the applicant would not be a desirable operator on the Airport.

13. FAA Determination. The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation.

14. Other. Denial of the application is otherwise appropriate because it would cause the sponsor to be in violation of applicable federal, state, or local obligations.

H. Agreement with the City.

1. Upon the approval of an application by the Board, the Airport Manager or their designee shall cause to be prepared a form of agreement setting forth the terms and conditions by which the applicant may conduct the proposed activity(ies) and/or lease the proposed space.

2. In considering the term of any lease agreement, the City shall take into account the applicant's financial investment and the need to amortize any improvements to the leasehold.

3. In addition to all other appropriate provisions, any agreement shall contain a provision stating that such agreement shall be subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America relative to the operation and maintenance of the Airport System, the terms and execution of which have been or may be required as a condition precedent to the expenditure by or reimbursement to the City of Federal funds for the development of the Airport.

4. In addition to all other appropriate provisions, agreements for the conduct of aeronautical activity at the Airport shall state that nonaeronautical activity is prohibited in any permitted or leased space except for

nonaeronautical activity solely incidental to the primary aeronautical use(s) permitted by the agreement.

5. Lease agreements may not be assigned without the prior written approval of the Board. The Board must be given forty-five (45) days' written notice by a lessee of any proposed assignment and the Board shall act upon the request within sixty (60) days of such notice.

6. The Board must approve the final form of agreement with an applicant and may recommend such agreement to City Council for appropriate action.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERIM LEASING POLICY FOR THE CITY OF BENTONVILLE MUNICIPAL AIRPORT.

WHEREAS, the City of Bentonville has entered into a series of grant agreements with the Federal Aviation Administration for the development and improvement of the Bentonville Municipal Airport, through which the City is bound, as the federally-obligated airport sponsor, to comply with a set of standard conditions that govern how it may operate the Airport, and

WHEREAS, in order to meet the terms of those requirements and provide reasonable access to the Airport, the City has worked with experts in the field of aviation law in order to develop clear guidance and frameworks for entities interested in obtaining a lease or other agreement for aeronautical purposes at the airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the attached Interim Lease/Permit Application and Negotiation Policy for the Bentonville Municipal Airport should be and the same is hereby approved.

Section 2: That this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**10/12/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Bid Award for IFB-21-49 - 2019 Sidewalk Improvements: Cub Circle PIIP21-0006 to ARCO Excavation and Paving in the amount of $220,571.85. This project is being funded by both the Street and Engineering Sidewalk Accounts.

Estimated Cost	**$220,571.85**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

A portion of these funds have been budgeted in both the Engineering Sidewalk account and the Street Sidewalk account, that combines for $171,613.25. The additional funds required of $48,958.60 would be transferred from the General fund to the Street Sidewalks account. See attached budget adjustment.

Memorandum

To: City Council, Mayor Orman

From: Dan Weese, City Engineer

Date: Thursday, September 30th, 2021

Re: Bid Award for IFB-21-49 – 2019 Sidewalk Improvements: Cub Circle

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Staff is seeking City Council approval allowing the Mayor and City Clerk to enter into a contract with ARCO Excavation and Paving for the sidewalk improvements to Cub Circle. This project consists of the installation of approximately 550 linear feet of concrete sidewalk along Cub Circle from Tiger Blvd to NE "A" Street. The bids received are as follows:

- ARCO Excavation and Paving $220,571.85
- 81 Construction Group $272,956.00
- Harris United, LLC $349,739.00

The bids have been tabulated, certified and a recommendation has been given by Morrison Shipley Engineers.

Staff recommends approval of the bid award to ARCO Excavation and Paving and the contract, as written.

Please contact me with any questions or concerns regarding this project. I can be reached by phone (479-271-3168) or by email at dweese@bentonvillear.com

ENGINEER'S CERTIFIED BID TABULATION
2019 SIDEWALK IMPROVEMENTS (PIIP21-0006)
NE CUB CIRCLE (IFB 21-49)
CITY OF BENTONVILLE
SEPTEMBER 21, 2021

				81 Construction Group, Inc.		Arco Excavation & Paving, Inc.		Harris United, LLC	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization (Not to exceed 5% of Total Contract Amount)	1	LS	$ 13,000.00	$ 13,000.00	$ 8,849.75	$ 8,849.75	$ 17,000.00	$ 17,000.00
2	Erosion Control	1	LS	$ 3,500.00	$ 3,500.00	$ 7,984.18	$ 7,984.18	$ 10,000.00	$ 10,000.00
3	Traffic Control	1	LS	$ 8,100.00	$ 8,100.00	$ 6,595.38	$ 6,595.38	$ 30,000.00	$ 30,000.00
4	Clearing & Grubbing	1	LS	$ 30,000.00	$ 30,000.00	$ 3,617.08	$ 3,617.08	$ 75,000.00	$ 75,000.00
5	Sawcut Asphalt Pavement	393	LF	$ 5.00	$ 1,965.00	$ 6.16	$ 2,420.88	$ 3.00	$ 1,179.00
6	Remove & Dispose Asphalt Pavement	85	SY	$ 36.00	$ 3,060.00	$ 48.05	$ 4,084.25	$ 15.00	$ 1,275.00
7	Remove and Relocate Existing Signs	2	EA	$ 250.00	$ 500.00	$ 501.48	$ 1,002.96	$ 1,000.00	$ 2,000.00
8	Concrete Sidewalk 5.5-feet Width (4-inch thickness)	306	SY	$ 81.00	$ 24,786.00	$ 56.41	$ 17,261.46	$ 45.00	$ 13,770.00
9	Concrete Retaining Wall (8-inch thickness) w/drains and fabric.	370	LF	$ 200.00	$ 74,000.00	$ 155.05	$ 57,368.50	$ 299.00	$ 110,630.00
10	Class 7 Crushed Aggregate (4-inch thickness under sidewalk)	86	CY	$ 81.00	$ 6,966.00	$ 47.83	$ 4,113.38	$ 45.00	$ 3,870.00
11	Class 7 Crushed Aggregate (4-inch thickness under curb & gutter)	10	CY	$ 81.00	$ 810.00	$ 61.24	$ 612.40	$ 80.00	$ 800.00
12	Washed Concrete Rock Drainage Blanket for Retaining Wall	18	CY	$ 270.00	$ 4,860.00	$ 423.75	$ 7,627.50	$ 56.00	$ 1,008.00
13	Galvanized Steel Handrail	279	LF	$ 120.00	$ 33,480.00	$ 167.93	$ 46,852.47	$ 90.00	$ 25,110.00
14	Concrete Handicap Accessible Ramp	1	EA	$ 1,000.00	$ 1,000.00	$ 1,175.35	$ 1,175.35	$ 1,500.00	$ 1,500.00
15	Tactile Sidewalk Warning Device	1	EA	$ 400.00	$ 400.00	$ 168.74	$ 168.74	$ 1,000.00	$ 1,000.00
16	Type "A" Concrete Curb & Gutter (18-inch width)	375	LF	$ 25.00	$ 9,375.00	$ 20.37	$ 7,638.75	$ 22.00	$ 8,250.00
17	Concrete Curb Inlet (Throat=4 LF)	2	EA	$ 10,810.00	$ 21,620.00	$ 4,373.11	$ 8,746.22	$ 6,500.00	$ 13,000.00
18	Reinforced Concrete Pipe-Class III (18-inch diameter)	51	LF	$ 50.00	$ 2,550.00	$ 61.00	$ 3,111.00	$ 65.00	$ 3,315.00
19	Reinforced Concrete Pipe Flared End Section (18-inch diameter)	2	EA	$ 500.00	$ 1,000.00	$ 810.70	$ 1,621.40	$ 1,200.00	$ 2,400.00
20	Rock Excavation	10	CY	$ 300.00	$ 3,000.00	$ 339.45	$ 3,394.50	$ 150.00	$ 1,500.00
21	Seeding, Fertilizing & Mulching	1	LS	$ 5,100.00	$ 5,100.00	$ 825.98	$ 825.98	$ 3,000.00	$ 3,000.00
22	Solid Sodding	62	SY	$ 12.00	$ 744.00	$ 6.67	$ 413.54	$ 16.00	$ 992.00
23	Topsoil (4-inches)	62	SY	$ 20.00	$ 1,240.00	$ 51.39	$ 3,186.18	$ 20.00	$ 1,240.00
24	Contingency Allowance	1	LS	$ 21,900.00	$ 21,900.00	$ 21,900.00	$ 21,900.00	$ 21,900.00	$ 21,900.00
				TOTAL	$ 272,956.00	TOTAL	$ 220,571.85	TOTAL	$ 349,739.00

[redacted]

Certified By: Douglas C. Melton, Jr., P.E.

MORRISON SHIPLEY

September 29, 2021

Email: bwick@bentonvillear.com

Mr. Bryan Wick
City of Bentonville
Engineering Department
3200 SW Municipal Drive
Bentonville, AR 72712

RE: 2019 Sidewalk Improvement Project
NE Cub Circle Bid Results

Dear Mr. Wick:

The City accepted sealed bids for the captioned project on Monday, September 20, 2021 and received three bids from 81 Construction Group, Inc., Arco Excavating & Paving, inc. and Harris United, LLC.

The attached Bid Tabulation indicates that Arco Excavating & Paving, Inc. was the low bidder with a total bid of $220,571.85.

Based on the low bid from Arco Excavating & Paving, Inc. and the apparent sufficiency of their bid package, we would recommend that the City of Bentonville accept the bid and enter into a contract with Arco Excavating & Paving to complete the planned improvements.

Sincerely,
Morrison-Shipley Engineers, Inc.

[redacted]

Douglas C. Melton, P.E., P.G.
Senior Project Manager

September 29, 2021

Arco Excavation and Paving, Inc.
Heath Taylor, President
10287 E Hwy 72
Bentonville, AR 72712

Mr. Taylor:

This letter is concerning the Arco Excavation and Paving, Inc. (Arco) Bid Submission to the City's Invitation for Bid, IFB-21-49-2019 Sidewalk Improvements: NE Cub Circle PIIP21-0006.

Upon opening of the Arco Bid Submission, it was not immediately clear as to whether the Bid could be considered signed, due to the Submitter's name being 'typed' in the 'Respectfully Submitted By' field. Additionally, it was not clear that Mr. Derek Espolt, Project Manager/Estimator for Arco, had the authority to sign the Bid Submission (to submit a Bid on behalf of Arco).

During evaluation by the Purchasing Department and Engineer (Morrison Shipley), it was found that the Bid Documents did not clearly define a signature and the 'Respectfully Submitted By' line did not clearly specify a 'signature'. Additionally, it was found that the Arco Corporate Seal was affixed to the Bid Submission, the Bid Bond was signed by you (President, Arco Excavation and Paving, Inc.) and the Arco Corporate Seal was affixed to the Bid Bond. After review with our Legal Department, for these reasons, the City believes it was evident in Arco's Bid Submission that Arco's intent was to submit the Bid in agreement with all Terms and Conditions and at the Bid Price submitted. However, due to the Submitter's name being 'typed' in instead of 'signed', the City is requiring formal signature on the attached 'Authority to Act as Agent' Form to certify that Mr. Espolt had the Authority to a bid on Arco's behalf and that Arco intended to submit the Bid in accordance with all Terms and Conditions and at the Bid Price submitted.

We request that this Authority to Act as Agent Form be signed and returned to the City by 4:30pm on September 30, 2021. Digital or wet signature of this Form is acceptable (emailed to purchasing@bentonvillear.com or hand delivered to the City's address on this Letter.

As the Low Bid Submission to IFB-21-49, the City's intent is to proceed with award of this Bid to Arco Excavation and Paving, contingent on receipt of the signed Authority to Act as Agent Form by the aforementioned deadline.

Thank you for your Bid Submission to IFB-21-49 and for your prompt attention to this matter. You may contact me via the below information with any questions.

[redacted]
Gladys Shoemake
City of Bentonville, Purchasing Manager
(479) 271-3115

AUTHORITY TO ACT AS AGENT

Date: 9/29/21

TO: City of Bentonville, Arkansas

RE: Arco Excavation and Paving, Inc. Bid Submission to IFB-21-49

Derek Espolt is the Project Manager/Estimator for Arco Excavation and Paving, Inc. and is authorized to submit a Bid on our behalf for the City's Project, IFB-21-49-2019 Sidewalk Improvements: NE Cub Circle PIIP21-0006.

Furthermore, this certifies that it was Arco's intent to submit a Bid to IFB-21-49, in agreement with all Terms and Conditions, Specifications and requirements of the Bid, for a Total Bid for Unit Price Contract of $220,571.85.

Thank you,

By: [redacted] (Signature)

PRES (Title)

HEATH TAYLOR (Printed Name)

Agent Submitting Bid:

[redacted] (Signature)

PM / ESTIMATOR (Title)

DEREK ESPOLT (Printed Name)

City of Bentonville
Standard Specifications & Bid Documents
2019 Sidewalk Improvements: NE Cub Circle PIIP21-0006
IFB 21-49

[redacted]

PROFESSIONAL ENGINEER
No. 10443
DOUGLAS C. MELTON, JR.
8/26/21

AUGUST 29, 2021

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Specifications and Contract Documents
City of Bentonville
2019 Sidewalk Improvements-NE Cub Circle
PIIP19-0005

ADVERTISEMENT AND INSTRUCTIONS TO BIDDERS

Advertisement for Bids
Instructions to Bidders

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Bid for Unit Price Contract
Bid Bond
Notice of Award
Contract
Standard Form of Agreement
Arkansas Performance and Payment Bond
Notice to Proceed
Contractor's Affidavit
Certificate of Insurance

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

Section 101 Definition and Terms
Section 110 Measurement and Payment
Section 120 Traffic Control and Maintenance
Section 201 Site Preparation
Section 202 Clearing and Grubbing
Section 203 Excavation and Embankment
Section 206 Flowable Fill Material
Section 210 Subgrade Preparation
Section 230 Geotextile Fabric
Section 290 Site Restoration
Section 305 Crushed Stone Base Course
Section 330 Asphalt Concrete Pavement
Section 350 Portland Cement Concrete Pavement
Section 370 Pavement Repairs

Section 401 Concrete
Section 410 Concrete Curb & Gutter
Section 420 Concrete Pavement Aprons and Swales
Section 440 Concrete Sidewalks
Section 501 Storm Drainage Improvements
Section 701 Excavation, Trenching and Backfilling
Section 840 Traffic Paint Pavement Markings
Section 841 Thermoplastic Pavement Markings
Section 842 Preformed Plastic Pavement Marking
Section 860 Traffic Signs
Section 902 Adjustment of Existing Structures
Section 904 Riprap
Section 906 Handrail
Section 907 Fences

Advertisement for Bid

Project: **2019 Sidewalk Improvements: NE Cub Circle**

OWNER: *City of Bentonville, Arkansas*
305 SW A Street
Bentonville, Arkansas 72712

Notice is hereby given that, pursuant to an order of the City of Bentonville, Arkansas, sealed bids will be received at the City of Bentonville Purchasing Office until **1:30 PM, Monday, September 20, 2021,** for furnishing all tools, materials and labor, and performing the necessary work for construction of the **2019 Sidewalk Improvements: NE Cub Circle**. At this time, the bids received will be publicly opened and read aloud at the City of Bentonville Purchasing Office 2nd Floor, Room A239, 1000 SW 14th Street, Bentonville, AR 72712. The work generally consists of:

Construction of concrete sidewalks, accessible ramps, retaining walls, handrails, concrete curb & gutter, drainage structures, storm drains, removal and disposal of existing concrete improvements, disposal of trees and shrubs, associated grading, erosion control, revegetation and miscellaneous improvements adjacent to NE Cub Circle between NE Tiger Boulevard and NE "A" Street.

Plans and specifications are on file and may be examined at the following locations:

Bentonville Purchasing Office
1000 SW 14th Street
Bentonville, Arkansas 72712

Copies of bidding documents (specifications and plans) may be obtained from Morrison Shipley Engineers, 2407 SE Cottonwood Street, Suite 1, Bentonville, AR 72712 for a non-refundable fee of $40.00. Please call 479.273.2209 to schedule a pickup of bidding documents.

Interested parties can also obtain the required Bid Packet from the City of Bentonville by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address above. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

An Electronic file of the Bidding Documents is available for download at www.QuestCDN.com (eBidDoc 8018625) for a fee of $30.00. For assistance and free QuestCDN.com membership registration, please contact QuestCDN at (952) 233-1632 or info@questcdn.com.

The contractors shall make such inspection and studies of the site of the work as to familiarize themselves with all conditions to be encountered. Questions must be submitted **via written communication only** to dmelton@morrisonshipley.com. The deadline to submit questions related to this Invitation is Tuesday, September 14, 2020, at 12:00 pm.

Each bid must be accompanied by an acceptable form of bid guaranty in the amount equal to at least five percent of the whole bid, and such bid bond or cashier's check shall be subject to the conditions provided in the Instructions to Bidders.

Bids must be made upon the official bid sheets contained in the specifications, and such bid sheets **SHALL NOT** be removed from the remainder of the Specifications and Contract Documents. All bids shall be sealed, and the envelopes addressed to:

Gladys Shoemake-Purchasing Manager
City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas 72712

All bids shall be plainly marked on the outside of the envelope specifying that it is a bid for construction of **2019 Sidewalk Improvements: NE Cub Circle IFB 21-49** the time for opening of bids, and the name and current contractor's license number of the bidder.

All contractors and subcontractors must be licensed under the terms of Act 150, Arkansas Acts of 1965, as amended.

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

There will be an optional Pre-Bid Meeting (via Zoom) held on Thursday, September 7, 2021, at 2:00pm CST, to allow Bidders an opportunity to ask questions and discuss the Project with City staff. Topic: IFB-21-49 (Rebid) Sidewalk Improvements NE Cub Circle Pre-Bid Meeting

Time: September 7, 2021, 2:00 PM Central Time (US and Canada)

Join from PC, Mac, Linux, iOS or Android:

https://bentonville.zoom.us/j/86238569988?pwd=bW5jU1dtamVMOXJkUnh1MUg2WHBiQT09

Password: 519470

Or by telephone: USA 720.514.4182
USA (Toll Free) 888.340.5470
Conference Code: 245357

The City of Bentonville reserves the right to reject any and all bids and to waive any informalities in the proposal deemed to be in the best interests of the Owner. The Owner further reserves the right to withhold the awarding of the contract for a period not to exceed 90 days after the receipt of bids.

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Bidders on this work will be required to comply with the President's Executive Order 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

Gladys Shoemake
City of Bentonville Purchasing Manager

Department responsible for advertising costs: Accounting Department

Instruction to Bidders

1. **Receipt and Opening of Bids.** The CITY OF BENTONVILLE, ARKANSAS (herein called the "OWNER"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the OWNER in the Bentonville Purchasing Office, 2nd Floor, Room A239, 1000 SW 14th Street, Bentonville, Arkansas 72712, and then at said location publicly opened and read aloud. The envelopes containing the bid must be sealed, addressed to the City of Bentonville, Arkansas, and bear other BIDDER and project information described herein.

   The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the time scheduled for the bid opening or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn for a period of time set forth in the proposal after the actual date of the opening thereof.

2. **Preparation of Bid.** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, if required, fully completed and executed when submitted. All bids shall be plainly marked on the outside of the envelope specifying the Project Name, the time for opening of bids, and the name and current contractor's license number of the bidder. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the OWNER.

3. **Subcontracts.** The low BIDDER shall supply the names and addresses of all major material suppliers and subcontractors to the OWNER for approval.

4. **Modification or Withdrawal of Proposals.**

   A. A bidder may modify or withdraw a proposal after it has been deposited with the Owner, provided a request for modification or withdrawal, as described herein, is received by the contracting Department of the City of Bentonville before the closing time set for receipt of proposals. Opened proposals may not be withdrawn within 60 days after the actual date of the opening of proposals.

   B. A request to withdraw or modify a proposal before bid opening must be legible and in one of the following forms.

      1) Written Request. Written requests for withdrawal of the bid proposal shall be signed by the bidder. Proposals withdrawn in this manner may be modified and resubmitted, but the modifications must be legible and must satisfy all other criteria for changes listed in this Section. Failure to resubmit a modified proposal before the time set for bid opening will result in no bid on behalf of the company that has withdrawn its bid.

      2) Facsimile Communication. Proposals may be modified by facsimile communications at any time prior to the scheduled closing time for receipt of bids, provided such facsimile communications is received by the contracting Department of the City of Bentonville prior to closing time, and provided further, the Owner is satisfied that a written confirmation of the facsimile modifications over the signature of the Bidder was mailed prior to the closing time. The facsimile communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final price or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile modification.

5. **Qualifications of Bidder.** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. **Bid Security.** Each bid must be accompanied by certified or cashier's check or a bid bond in the form of the bid bond attached hereto, duly executed by the BIDDER as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest BIDDERS within three days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the OWNER and the accepted BIDDER have executed the contracts, or, if no award has been made within the allowable time after the date of the opening of bids, upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. **Liquidated Damages for Failure to Enter into Contact.** The successful BIDDER, upon his failure or refusal to execute and deliver the contract and bonds, required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. **Time of Completion.** BIDDER must agree to commence work on or before a date to be established by the written "Notice to Proceed" of the OWNER and to fully complete the project within the time period specified, in consecutive calendar days, in the proposal.

9. **Condition of Work.** Each BIDDER must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful BIDDER of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruptions of or interference with the work of any other contractor.

10. **Addenda and Interpretation.**

    No formal interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to the BIDDER only. Every request for such interpretation should be in writing addressed to Bentonville Purchasing Department. Requests may be made by facsimile transmission to Bentonville Purchasing Department at 479.271.5913 or by email transmission to purchasing@bentonvillear.com. In the event a BIDDER desires to utilize facsimile or email transmissions, the BIDDER shall confirm that such transmission are received by Bentonville Purchasing Department. To be given consideration, such request must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the plans and / or specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective BIDDERS (at the respective addresses furnished for such purposes) not later than five (5) calendar days prior to the date fixed for the opening of bids. In addition, addenda will be transmitted via facsimile or email if requested by the BIDDER. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. All addenda so issues shall become part of the contract documents.

11. **Security for Faithful Performance.** Simultaneously with his delivery of the executed contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER.

12. **Power of Attorney.** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. **Laws and Regulations.** The BIDDER'S attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

14. **Method of Award - Lowest Qualified Bidder.** If at the time this contract is to be awarded, the lowest base bid submitted by a responsible BIDDER does not exceed the amount of funds then estimated by the OWNER as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the OWNER may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

15. **Obligation of Bidder.** At the time of the opening of bids each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Bid for Unit Price Contract

PLACE: City of Bentonville, Arkansas
DATE: September 20, 2021
TIME: 1:30 p.m. (local time)

Proposal of Arco Excavation & Paving, Inc.

(hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Arkansas ,

a partnership, or an individual doing business as Corporation
(insert corporation, partnership or individual as applicable)

To the City of Bentonville, Arkansas (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of **2019 Sidewalk Improvements: NE Cub Circle**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **150** consecutive calendar days including normal weather-related events as noted in Section 109.08 of the Standard Specifications thereafter as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

Addendum Number	Dated
IFB-21-49-RFI Response 1	09-13-21
IFB-21-49-RFI Response 2	09-14-21

ITEM #	ITEM	UNIT	QTY	UNIT PRICE ($)	EXTENDED PRICE ($)
1	Mobilization (not to Exceed 5% of Total Contract Amount)	1	LS	8849.75	8849.75
2	Erosion Control	1	LS	7984.18	7984.18
3	Traffic Control	1	LS	6595.38	6595.38
4	Clearing and Grubbing	1	LS	3617.08	3617.08
5	Sawcut Asphalt Pavement	393	LF	6.16	2420.88
6	Remove & Dispose Asphalt Pavement	85	SY	48.05	4084.25
7	Remove and Relocate Existing Signs	2	EA	501.48	1002.96
8	Concrete Sidewalk 5.5-feet width (4-inch thickness)	306	SY	56.41	17,261.46
9	Concrete Retaining Wall (8-inch thickness)	370	LF	155.05	57,368.50
10	Class 7 Crushed Aggregate (4-inch thickness under sidewalk)	86	CY	47.83	4113.38
11	Class 7 Crushed Aggregate (4-inch thickness under curb & gutter)	10	CY	61.24	612.40
12	Washed Concrete Rock Drainage Blanket	18	CY	423.75	7627.50
13	Galvanized Steel Handrail	279	LF	167.93	46,852.47
14	Concrete Accessible Ramp	1	EA	1175.35	1175.35
15	Tactile Sidewalk Warning Device	1	EA	168.74	168.74
16	Type "A" Concrete Curb & Gutter (18-inch width)	375	LF	20.37	7638.75
17	Curb Inlet (4-foot throat)	2	EA	4373.11	8746.22
18	Reinforced Concrete Pipe Class III (18-inch)	51	LF	61.00	3111.00
19	Reinforced Concrete Pipe Flared End Section (18-inch)	2	EA	810.70	1621.40
20	Rock Excavation	10	CY	339.45	3394.50
21	Seeding, Fertilizing & Mulching	1	LS	825.98	825.98
22	Solid Sodding	62	SY	6.67	413.54
23	Topsoil	62	SY	51.39	3186.18
24	Contingency Allowance	1	LS	21,900.00	21,900.00

TOTAL BID:	$220,571.85

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of 60 calendar days after closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Performance and Payment Bond or Bonds as required by Section 7 of the Information to Bidders. The bid security attached in the sum of

Eleven thousand twenty-eight dollars and sixty cents

$ 11,028.60 is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby as required by Section 7 of the Information to Bidders.

Only the following identified subcontractors will be utilized by the Contractor in this project. The bid must indicate the name and addresses of all such subcontractors to be used in the project listing the description of the work to be performed by each subcontractor or contain the word "none" which is the bidder's verification that no subcontractors(s) will be utilized in the project. Acceptance or rejection of the listed subcontractor(s) shall be made by the Owner.

NAME	ADDRESS	DESCRIPTION OF WORK
Center Point Contractors	10316 E Hwy 72, Bentonville, AR	Traffic Control, Signage, Handrail
Zito Landscaping	806 West Price Lane, Rogers, AR	Landscaping

Respectfully Submitted:

By: Derek Espolt

Title: Project Manager / Estimator

Address: 10287 E Hwy 72

Bentonville, AR 72712

SEAL (If bid by a Corporation)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

As principal, and _____ as Surety,

are hereby held and firmly bound unto the City of Bentonville, Arkansas, as OWNER in the penal sum of $ _____

_____

(Write out amount in expanded form)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ 20___.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Bentonville, Arkansas, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of:

2019 Sidewalk Improvements: NE Cub Circle.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate.
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ Principal	_____ Surety
SEAL _____ BY	SEAL _____ BY

Notice of Award

TO:

_____

_____

_____

PROJECT DESCRIPTION: **2019 Sidewalk Improvements: NE Cub Circle**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated August 29, 2021 and September 5, 2021 and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of:

_____ $ _____

You are required by the Instructions to Bidders to execute the Contract and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said BONDS within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____ 20 ___

CITY OF BENTONVILLE
Owner

BY: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

BY: _____

This the _____ day of _____ , 20___.

BY: _____

TITLE: _____

Contract

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the CITY OF BENTONVILLE, ARKANSAS, herein called "OWNER", acting herein through its MAYOR, and

_____

(a corporation) (a partnership) (an individual doing business as) --- (Strike out inapplicable terms)

of _____, County of _____, and State of _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

2019 Sidewalk Improvements: NE Cub Circle

hereinafter called the project, for the sum of

_____ $ _____

and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by the City of Bentonville, herein entitled the Engineer, and all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter including normal weather-related events.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contact, subject to additions and deductions, as provided in the General Provisions of the Contract, and to make payments on account thereof as provided in Section 110 "Measurement and Payment" of the General Provisions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER:
CITY OF BENTONVILLE, ARKANSAS

(SEAL)

ATTEST

_____
City Clerk

_____
Mayor

CONTRACTOR:
CONTRACTOR NAME

(SEAL)

ATTEST

Secretary: _____

BY: _____

_____
Address and Zip Code

NOTE: If Contractor is a Corporation, Secretary should attest.

Arkansas Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____ a

(2) _____ , State of _____ hereinafter called the

"Surety", are held and firmly bound unto (4) City of Bentonville, Arkansas, hereinafter called "Owner" in the penal sum of

_____ $_____

in lawful money of the United States, for the payment of which sum well and truly to be made, said Principals and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20___, a copy of which is attached and made a part hereof for the construction of: **2019 Sidewalk Improvements: NE Cub Circle.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract, including without limitation the maintenance warranty thereof, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, all amounts due for but not limited to, materials, lubricants, oil, gasoline, repair on machinery, equipment and tools, consumed or used in connection with the construction of said work, fuel oil, premium for bonds, and liability and workman's compensation insurance, rentals on machinery and equipment; also for taxes or payments due the State of Arkansas or any political subdivisions thereof which shall have arisen on account of or in connection with the wages earned by workmen covered by the bond; and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety agrees the terms of this bond shall cover the payment by the principal of not less than the prevailing hourly rate of wages as found by the Arkansas Department of Labor or as determined by the court on appeal to all workmen performing work under the contract.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract as to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this _____ day of _____, 20___.

ATTEST:

_____
Secretary (Principal)

_____
Principal

_____
BY

_____
Title

_____
Address

_____
Witness as to Principal

(SEAL)

_____
Address

ATTEST:

_____
Secretary (Principal)

_____
Principal

_____
BY

_____
Title

_____
Address

_____
Witness as to Principal

(SEAL)

_____
Address

Note: Date of Bond must not be prior to date of contract.
(1) Correct name of Contractor.
(2) A corporation, a partnership, or an individual, as case may be.
(3) Correct name of surety.
(4) Correct name of owner.
(5) If contractor is partnership, all partners should execute bond.

Notice to Proceed

DATE: _____

TO: _____

_____

_____

Project: **2019 Sidewalk Improvements: NE Cub Circle.**

You are hereby notified to commence WORK in accordance with the Contract dated_____ on or before _____ and you are to Complete the WORK within **150** consecutive calendar days thereafter. The date for Completion is therefore_____.

City of Bentonville

Owner

_____

By

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the _____ day of _____ ,20___

_____

BY:

_____

TITLE:

Contractor's Affidavit

STATE OF **ARKANSAS**

COUNTY OF **BENTON**

The undersigned, being duly sworn on oath, deposes and says the he is _____ (Officer)

_____ ,
(Company Name)

the Contractor for **2019 Sidewalk Improvements: NE Cub Circle**

designated as Project, situated in Bentonville, Arkansas, owned by The City of Bentonville and that all parties who have furnished labor, material, or both or any other items to the undersigned for use on the said work and all parties having contracts or sub-contracts with the undersigned for specific portion of said work have been paid in full with the following exception:

_____

_____

The undersigned further states that there are no other contracts or obligations for labor or materials outstanding which were used in completing this Project.

The undersigned makes this affidavit for the purposes of procuring from the Owner a final payment upon this Contract for all work completed in accordance with the Drawings and Specifications of the Owner.

Signed this _____ day of _____ , 20___.

Subscribed and Sworn to before me

this _____ day of _____ ,20___.

_____
(Contractor)

BY _____

Title _____

Notary Public

My commission expires the _____ day of _____, 20____.

SPECIAL CONDITIONS

2019 SIDEWALK IMPROVEMENTS: NE CUB CIRCLE

SC-1 SCOPE OF WORK

This project consists of among other things, the construction of concrete sidewalks, accessible ramps, retaining walls, handrails, concrete curb & gutter, removal and disposal of trees and shrubs, removal and disposal of existing concrete improvements, drainage structures, storm drains, associated grading, erosion control, revegetation and miscellaneous improvements adjacent to NE Cub Circle between NE Tiger Boulevard and NE "A" Street. Existing improvements will be removed and relocated, adjusted, removed and salvaged or removed for disposal as noted on the plans.

Construction methods and materials shall be in accordance with the contract documents. Any items of work, whether or not noted on the plans, which are not specifically listed in the bid proposal, but are necessary to complete construction in accordance with the plans and specifications, shall be considered incidental to the construction. No separate payment will be made for such incidental work items.

The Owner referred to in these specifications is the City of Bentonville, Arkansas. The Engineer of Record is Morrison Shipley Engineers, Inc.

SC-2 WORK LIMITS

Work performed under this contract shall be constructed within limits of construction as shown on the plans. The City of Bentonville will not be responsible for obtaining additional sites for the storage of equipment, material stockpiles, or other lands not required to accomplish construction as noted on the Plans.

SC-3 WARRANTY

The Contractor shall provide a warranty on all materials and workmanship for the work done under this contract. The effective date of the warranty shall be the date of the Engineer's letter of final acceptance of the project and shall be in force for a period of one (1) year. A warranty inspection will be scheduled by the Engineer on or before the expiration of the one (1) year warranty period. The warranty inspection shall be done in the presence of representatives of the Owner, Engineer, and Contractor. The Contractor shall remedy any defective materials or work noted by the Engineer during the warranty inspection within thirty (30) days of the inspection. No separate payment will be made for said warranty or claims against warranty requiring additional work. Warranty shall be in the form of a Maintenance Bond for one hundred percent (100%) of the contract value.

SC-4 LAYOUT OF WORK

The Contractor is responsible for construction staking. Construction Staking shall be considered incidental to construction and no separate pay item will be provided.

A quote for construction staking services from Morrison-Shipley Engineers is available upon request.

SC-5 NOTIFICATION AND PROTECTION OF EXISTING UTLITIES

The known existing utilities are shown on the Plans. It is possible that other utilities exist within the limits of construction. The types and locations of the utilities shown are based on record information and field locates established by the respective utility companies. The Contractor shall take the necessary precautions to protect all utilities located within the work areas. It shall also be the Contractor's responsibility to maintain the operation of the utilities during construction, and he shall repair or coordinate the repair of any utility damaged during construction. All repairs made to existing utilities that are damaged by the Contractor shall be made at no expense to the Owner or Engineer.

The Contractor shall contact the various utility companies to have them locate their facilities within the proposed areas of work. Where relocations are required, the Contractor shall cooperate with the utility companies to facilitate the work. The Contractor shall verify the depths of those utilities which will be crossed by the proposed improvements sufficiently in advance of the work so that relocations can be made, if necessary.

The Contractor shall contact the following parties no fewer than two (2) days and no more than ten (10) days before beginning work that requires excavation using mechanized equipment: Arkansas One-Call Center (800) 482-8998, City of Bentonville Public Works Department (479) 271-6720.

SC-6 SEPARATE INSURANCE

Insurance shall meet the following requirements: (a) Bentonville Standard Specifications, Section 103 "Award and Execution of Contract." (b) Third Party Coverage. In addition to the insurance described above, the Contractor also shall provide "Owner Protective" insurance which names as the insured the City of Bentonville, Arkansas and Morrison-Shipley Engineers, Inc. Such insurance shall be in full force during the life of this Contract.

SC-7 STORMWATER POLLUTION PREVENTION

Erosion control measures, as set forth in the Erosion Control Plan shall be implemented for the project. These erosion control measures will be paid for on a lump sum basis listed in the Bid for Unit Price Contract. Payment shall include all materials, labor, and other incidental items necessary to complete the work.

The Contractor will be responsible for implementing and maintaining all requirements under the Storm Water Pollution Prevention Plan (SWPPP). This includes, but is not limited to, installing Best Management Practices (BMPs), maintaining/replacing of BMPs when needed, stabilizing all disturbed areas on the project, completing inspection report forms at the frequency specified in the permit, and maintaining the SWPPP, all required postings, and rain gauge on the site. If the Owner is issued a citation or fine for any storm water infractions or deficiencies by the Arkansas Division of Environmental Quality (ADEQ), the United States Environmental Protection Agency (EPA), or any other Entity having jurisdiction over storm water quality, because of negligence by the Contractor in maintenance of the BMPs or adherence to the SWPPP and plans, the Contractor will be responsible for payment of the fines or citation fees. The amount of the fines shall be withheld out of the amount due to the Contractor. The BMPs shown in the erosion control plans are minimum measures and additional or different BMPs may be necessary in the field. The contractor shall add or modify BMPs as necessary and document these changes in the SWPPP as required.

A copy of the permit and SWPPP will be furnished to the Contractor at the Pre-construction meeting.

In the event that a SWPPP is not a statutory requirement, the Contractor shall perform all duties and responsibilities as if a SWPPP had been created. The absence of a formal SWPPP does not relieve the Contractor of exercising due diligence and maintaining the work site in a manner that conforms to the requirements of the Erosion Control Plans, including the maintenance of all BMP's.

SC-8 CONTINGENCY ALLOWANCE

A contingency allowance of $21,290.00 will be allowed for any item for use at the discretion of the City to cover increased costs of existing units, off-set cost of new units, and used to reconcile the final contract amount. Payment for extra work shall be made by either unit price or lump sum price agreed on in writing by the City and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract. The Contractor will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment, and incidentals incurred in the performance of the extra work. Any remaining money left in this contingency budget at the conclusion of the project will be kept by the City.

Payment of extra work shall be measured and paid for at either the unit price or lump sum price agreed for in writing between the City and Contractor prior to the commencement of work.

SC-9 UNDERCUT AND BACKFILL WITH SELECT FILL

Undercut and Backfill with Select Fill shall include excavating areas of unsuitable material and backfilling with select material. "Undercut and Backfill" only applies to areas under the parking lot for a width of 1 foot beyond base course on each side. Measurement will be made from the top of proposed subgrade elevation to the bottom of undercut. Any "Undercut and Backfill with Select Fill" that is not approved or that is not measured in the field by the Engineer will not be subject for payment.

SC-10 CONSTRUCTION MATERIALS TESTING

The Contractor will employ a Construction Materials Testing (CMT) firm to provide quality control testing of construction materials as prescribed in the specifications.

All quality control testing will be incidental to the project and no separate payment will be considered. Test requirements are specifically stated in the applicable section of the specifications.

The results of all Construction Materials Testing shall be provided both to the City and to the Engineer of Record.

SC-11 MOBILIZATION

This item shall consist of preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

This item shall also include other work and operations that must be performed, or for expenses incurred, before beginning work on the various Contract items on the project site. It shall also include pre-construction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the Contract.

Mobilization will be measured as a complete unit and will be paid for at the contract lump sum price bid. In computing the allowable partial payments from the schedule below, the percentage of the original Contract earned will be based on all items exclusive of the item of Mobilization, and payment for this item at any of the listed stages of completion will be made based on the percentage of the item allowed less all payments made.

SC-12 FIBER REINFORCEMENT

Fiber reinforcement shall be used in lieu of wire fabric when shown on the Plans or other sections of these specifications. Fiber reinforcement shall be Fibermesh 300 as manufactured by Propex Concrete Systems or approved equivalent. The fibers shall be applied to the mix at the concrete

batch plant at the manufacturer's recommended rate but not less than 1.5 pounds per cubic yard. The concrete shall be mixed in accordance with the fiber reinforcement manufacturer's recommendations to ensure uniform and complete distribution.

SC-13 CONSTRUCTION COORDINATION

The Contractor shall be responsible for the timely notification of adjacent property owners that will be affected by construction activities. The Contractor shall make a good faith effort to minimize the disruption of the normal daily activities of the property owners.

The Contractor shall coordinate all phases of construction with the designated representative of the City of Bentonville. The Contractor may not fully close any public street without prior authorization from the City of Bentonville and must maintain at least one lane of traffic that is properly signed and controlled.

The Contractor will minimize any trackout of dirt and debris onto public streets and will immediately clean up any trackout, truck spillage or other construction debris.

The Contractor shall be solely responsible for selecting and maintaining construction laydown or mobilization sites.

The Contractor may not conduct construction activities between the time of 10:00 pm and 7:00 am and shall conform to Ordinance No. 2006-69 "An Ordinance Amending Title 7 Public Peace, Safety and Morals to Regulate Noise Pollution".

SC-14 TRAFFIC CONTROL PLAN

The Contractor shall submit a Traffic Control Plan to the Engineer of Record for review. If the Engineer of Record determines that the Traffic Control Plan conforms to the Manual of Uniform Traffic Control Devices (MUTCD), then it shall be submitted to the City for review and approval. The Contractor shall not close any lanes or streets until the Traffic Control Plan is approved. The Traffic Control Plan shall include a schedule that addresses Dates, Times and Durations.

SC-15 CONFLICT OF SPECIFICATIONS AND STANDARDS

In the case of conflict between the Standards and Specifications contained in the Contract Documents, the usual and customary City of Bentonville Specifications shall govern. In the event of a conflict the Contractor is advised to consult the Engineer of Record.

SECTION 101 DEFINITIONS AND TERMS

Last Revised August 6, 2009

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 ABBREVIATIONS. Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

(a) INDUSTRY ABBREVIATIONS.

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AHTD	Arkansas State Highway and Transportation Department
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APWA	American Public Work Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards, General Services Administration
IMSA	International Municipal Signal Association
ITE	Institute of Traffic Engineers
MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways
NEMA	National Electrical Manufactures Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SAE	Society of Automotive Engineers
UL	Underwriter's Laboratory

(b) ABBREVIATIONS FOR CONSTRUCTION WORK.

AC	Asphalt Cement
ACHM	Asphalt Concrete Hot Mix

ACTD	Actuated
AGGR	Aggregate
ALUM	Aluminum
ASPH	Asphalt
ASSY	Assembly
AST	Asphalt Surface Treatment
AUTO	Automatic
AVE	Avenue
BIT	Bituminous
BLDG	Building
BLVD	Boulevard
BR	Bridge
BST	Bituminous Surface Treatment
C	Centigrade
CF	Cubic Feet
C&G	Curb and Gutter
CI	Cast Iron
CL	Class
CMP	Corrugated Metal Pipe
CMBN	Combination
CNTL	Control, Controller
CO	Clean Out
CONC	Concrete
COND	Conduit
CONST	Construction
CONT	Continuous, Continuously
CRSE	Course
CU	Cubic
CULV	Culvert
CY	Cubic Yard
DBL	Double
DI	Ductile Iron
DIA	Diameter
ELEV	Elevation
EXP	Expansion
F	Fahrenheit
FH	Fire Hydrant
F&I	Furnish and Install
FDN	Foundation
FES	Flared End Section
FT	Foot or Feet

GA	Gage
GAL	Gallon
GALV	Galvanized
GV	Gate Valve
HMA	Hot Mix Asphalt
HP	Horsepower
ID	Inside Diameter
IN	Inch(es)
LAB	Laboratory
LB	Pound
LF	Linear Foot or Feet
LIN	Linear
LS	Lump Sum
MAX	Maximum
MG	1000 Gallons
MH	Manhole
MIN	Minimum
NO	Number
NON REINF	Non-reinforced
OD	Outside Diameter
PC	Portland Cement
PI	Plasticity Index
PL	Plate
PSI	Pounds Per Square Inch
PVC	Polyvinylchloride
PVMT	Pavement
QUAD	Quadruple
R	Radius
RC	Reinforced Concrete
RCP	Reinforced Concrete Pipe
RECP	Reinforced Elliptical Concrete Pipe
RDWY	Roadway
REINF	Reinforced
REM	Remove, Removal
REP	Replace
ROW, R/W	Right-of-Way
SAN	Sanitary
SDR	Standard Pipe Dimension Ratio
SF	Square Feet
SHLDR	Shoulder
SQ	Square

ST	Street
STA	Station
STAB	Stabilized
STR	Structure
SY	Square Yard
T&B	Trenching and Backfilling
TEMP	Temporary
TMBR	Timber
TRAF	Traffic
TRTD	Treated
UNCL	Unclassified
UT	Uniform Thickness
VERT	Vertical
YD	Yard

101.02 DEFINITIONS.

(a) BRIDGE. A single or multiple span structure, including supports, erected over a depression or an obstruction, such as water, highway or railway, and having a track or passageway for carrying traffic or other moving loads and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches or extreme ends of openings for multiple boxes; may include multiple pipes where the clear distance between openings is less than half of the smaller contiguous opening. (All measurements shall include the widths of intermediate piers or division walls.)

Bridge Length - The greater dimension of a structure measured along the center of the roadway between backs of abutment backwalls or between ends of bridge floor.

Bridge Roadway Width - The clear width of structure measured at right angles to the center of the roadway between the bottom of curbs or, if curbs are not used, between the inner faces of parapet or railing.

(b) CULVERT. Any structure not classified as a bridge, which provides an opening under the roadway.

(c) LABORATORY. A testing laboratory designated by the Engineer.

(d) PAVEMENT STRUCTURE. The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

BASE COURSE - The layer or layers of specified or selected material of designed thickness

on a subbase or a subgrade to support a surface course.

SUBBASE - The layers of specified or selected material of designed thickness placed on a subgrade to support a base course.

SUBGRADE - The top surface of a roadbed upon which the pavement structure and shoulders including curbs are constructed.

SUBGRADE TREATMENT - Modification of roadbed material by stabilization.

SURFACE COURSE - One or more layers of a pavement structure designed to accommodate the traffic load.

(e) RIGHT-OF-WAY - A general term denoting land, property or interest therein acquired for or devoted to public purposes.

(f) SIEVE - U.S.A. Standard Sieve, as defined in AASHTO M 92. Percent passing sieve sizes is by weight.

(g) STREET - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

(h) STRUCTURES - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains and other features which may be encountered in the work and not otherwise classed herein.

SECTION 110 MEASUREMENT AND PAYMENT

Last Revised December 17, 2009

110.01 Measurement and payment for contract work will be made only for and under those pay items included in the proposal or bid form. All other work and materials will be considered incidental to and included in the payment of the pay items in the proposal or bid form.

110.02 MEASUREMENT OF QUANTITIES. Work acceptably completed under the contract will be measured by the Engineer according to United States standard measures. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

The following methods of measurement are used to determine contract quantities for payment.

For individual construction items, longitudinal and lateral measurements for area computations will be made horizontally or corrected to horizontal measurement unless otherwise specified.

For items that are measured by the linear foot, such as pipe culverts, guard rail, underdrains, etc., measurements will be made parallel to the base or foundation upon which the structures are placed, unless otherwise specified.

Structures will be measured according to neat lines shown on the drawings or as altered by the Engineer to fit field conditions.

Digital terrain models or the average end area method will be used to compute volumes of earthwork, base course, or other materials specified for measurement by the cubic yard, unless otherwise specified.

Materials which are specified for measurement by the ton shall be hauled in approved vehicles bearing a plainly legible identification number and weighed on accurate, approved scales furnished by the Contractor and inspected and certified by a registered scale mechanic no less often than once a year and prior to their use after each move. Scales shall be located at the loading point or other approved location.

Vehicles used to haul materials measured by weight shall be weighed empty for each load, or shall be weighed daily or from time to time during the day as the Engineer may direct, in order to establish the tare weight of each load. The scales furnished shall be capable of weighing the entire loaded vehicle at one time.

For aggregates weighed for payment, the tonnage will be adjusted to dry weight. If moisture determination is necessary, the daily average moisture content will be determined from not less than three representative samples of aggregate taken at random intervals each day that aggregate is being weighed.

Asphalt cements, liquid asphalts and asphalt emulsions shall be measured by the gallon or by the ton in distributors, transfer tanks, supply tanks or tank cars as may be appropriate; or may be measured by other methods specified under the individual item. Gallonage measurements of asphalt cements and liquid asphalts shall be corrected to 60 degrees F using correcting tables from ASTM D 1250. Gallonage measurements of asphalt emulsions shall be corrected to 60 degrees F using the expansion coefficient factor of 0.00025 per degree Fahrenheit. Water added to dilute emulsified asphalt will not be included in the pay quantity.

Volumetric measurements made in the various types of tanks, including distributors, may be based on calibration of the tanks made by the Engineer. In the case of railroad tank cars or distributors, the outage table furnished for each tank by the manufacturer may be used in lieu of actual calibration of the tank. The Contractor shall furnish at no cost to the Owner, all necessary equipment, materials and assistance for such calibration. Pay quantities will include only the material actually used in the work at the direction of the Engineer.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Timber will be measured by the 1000 foot board measure (M.F.B.M.). Measurements will be based on nominal width and thickness based on applicable grading rules.

The term "ton" will mean the short ton consisting of 2000 pounds.

A "station" when used as a definition or term of measurement will be 100 linear feet measured horizontally.

A "unit" will mean a single quantity regarded as a whole in calculations.

The term "each" will mean one complete unit, which may consist of one or more parts.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

The term "gage", when used in connection with the measurement of plates, will mean the U.S. Standard Gage. When the term "gage" refers to the measurement of wire, it will mean the wire gage specified in AASHTO M 32.

110.03 PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, unless otherwise provided in the contract documents.

If the payment clause in the specifications relating to any unit price in the proposal or bid form requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the specifications.

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. No allowance, except as otherwise provided in the contract documents, will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore or from any other cause.

SECTION 120 TRAFFIC CONTROL AND MAINTENANCE

Last Revised August 6, 2009

120.01 GENERAL. The Contractor shall be responsible for traffic control and maintenance relative to the work involved in the project. Prior to the start of construction, the Contractor shall submit a traffic control plan for approval by the Engineer. This plan shall show proposed detour routes, signing, and other traffic control measures.

Traffic control within state, federal or other transportation authority highway rights-of-way shall be subject to approval by the State Department of Transportation or transportation authority entity with jurisdiction over said rights-of-way.

The Contractor shall not close any public trafficway (street, road, sidewalk, alley, etc.) until he has obtained the necessary permits, the permission of the appropriate authorities and has notified the local fire department, police department and ambulance service. The Contractor shall provide a safe, substitute route for any portion of a trafficway obstructed wholly or partially by his operations. He shall erect and maintain all necessary barricades, lights, detour signs, danger signals and signs. directions to travelers and shall take all necessary precautions for the protection of the work, the safety of his employees and the safety of the public.

Signing, barricades, and lighting shall be in accordance with the U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices. The installation of the traffic control devises shall be subject to approval of the Engineer.

Should the Contractor fail to maintain barricades or other traffic control devices, or to maintain trench backfill, detours or driveways, such that immediate attention is required, the Owner will take the necessary corrective action and will bill the actual cost to the Contractor.

The Contractor shall maintain access to all properties adjacent to public rights-of-way during construction of the project. The Contractor shall construct temporary drives or detour routes, as required, to maintain access, and the Contractor shall remove temporary drives or detour routes upon completion of the work.

120.02 MEASUREMENT AND PAYMENT. Traffic Control shall be measured on a lump sum basis, and shall be considered full compensation for flagmen and materials including signs, barricades and lights necessary for safety, traffic control and warning systems, temporary drives or other access, and all other personnel and materials necessary to meet the provisions of this specification. If Traffic Control is not listed in the Proposal, then it shall be considered incidental, and the costs shall be included in the unit prices for bid items requiring traffic control.

Payment will be made under:

Pay Item	Pay Unit
Traffic Control	Lump Sum

SECTION 201 SITE PREPARATION

Last Revised August 6, 2009

201.01 SCOPE OF WORK. This work shall consist of all site preparation and removal and disposal of obstructions.

201.02 LIMITS OF WORK. The limits of the work under this contract shall extend to the right-of-way lines of the street unless otherwise indicated on the plans or in the Special Conditions.

The owner will not be responsible for obtaining additional sites for the storage of equipment, the stockpiling of materials, the securing of additional materials, or other lands not required by the finished construction.

201.03 CLEARING WORK AREA. The work area shall be cleared of all obstructions that will affect or will be affected by the construction of the project. All items so encountered will be removed unless otherwise shown on the plans or otherwise directed by the Engineer. These items shall include, but not be limited to, signs, culverts, headwalls, pavements and other items constituting an obstruction which are encountered. All structures, foundations, culverts, headwalls, concrete slabs, asphalt pavements and all other obstructions or rubbish of any nature which interfere with the proposed improvements shall be removed as a part of the clearing operation unless otherwise directed by the Engineer or otherwise noted on the plans.

201.04 PROTECTING AND REMOVING OBSTRUCTIONS. The Contractor shall take every precaution in protecting and removing all obstructions intact unless otherwise permitted by the Engineer. These items shall include, but not be limited to, shrubs, hedges, signs, landscaping items, the brick and rock from sidewalks and driveways and all other items which constitute an obstruction but which are or should be considered as the property of those adjoining the street right-of-way.

Items so removed shall be provided to the adjacent property owner if requested; otherwise, items shall be disposed of as specified in other sections of these specifications.

Removal and relocation of traffic and street signs shall be coordinated with the Owner.

201.05 OBSTRUCTIONS NOT SHOWN ON PLANS. The plans show the location of certain exposed and buried obstructions, as well as existing surface and subsurface structures. Neither the Owner nor the Engineer assumes any responsibility for failure to show such obstruction or structures on the plans or to show them in their exact location. The absence of these obstructions on the drawings does not relieve the Contractor of any responsibility in the protection, removal and satisfactory replacement of these obstructions. The failure to show the obstructions will not be considered sufficient basis for claims for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the

lines and grades of the proposed improvements or requires the building of a special structure.

201.06 EXISTING UTILITIES. The known existing utilities are as shown on the plans. The Contractor shall take special precautions to protect the utilities shown, as well as others that are not located and shown. It shall be the Contractor's responsibility to protect and maintain in operating condition all such utilities.

The removal of existing utilities required to permit orderly progress of the work shall be accomplished by local agencies, as shown on the plans or specified within these specifications. The Contractor shall notify all utility companies, all pipeline owners, or other parties affected, and endeavor to have all necessary adjustments or the public or private utility fixtures, pipelines, pole lines and other appurtenances within or adjacent to the limits of the construction made as soon as possible.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans or as specified herein and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

The Contractor shall notify the Owner of the utility in the path of his operation, sufficiently in advance of his work contiguous to such utility, to enable the Owner of same to have a representative present.

201.07 WATERWAYS. Present natural and artificial waterways shall be left open to flow freely. Temporary dams or by-passes shall be provided when found necessary and/or directed by the Engineer.

201.08 REMOVING CULVERTS. Culverts, headwalls and other drainage structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate traffic.

201.09 REMOVAL OF PAVEMENTS AND SIDEWALKS. All pavements, driveways, sidewalks, curbs and other such items which must be removed to complete the project as shown on the plans shall be so removed in a workmanlike manner. The area of each of these items so removed shall be restricted to the minimum possible area that will conform to the lines and grades of the completed construction.

Asphaltic concrete and Portland cement concrete surfaces shall be sawed at the boundaries of the areas to be removed. Sawing shall be reasonably true to line and the depth of sawing shall be such that when removing the material, undue under-breakage or shattering of the adjacent area will not occur. The equipment for sawing shall be

approved mechanical concrete saws in satisfactory working condition and adequately powered to cut to the depth required.

201.10 FENCE REMOVAL AND REPLACEMENT. Fence designated to be removed and replaced shall be removed in advance of other construction of improvements and shall be placed to provide a temporary fence clear of the proposed construction. Materials not required for the temporary fence shall be stored by the Contractor. The fence shall be replaced in its original alignment utilizing the existing fence materials. The Contractor shall, at his expense, replace all damaged fence materials.

201.11 PROTECTION OF PROPERTY. The Contractor shall be responsible for the preservation of all public and private property encountered in the construction of these improvements.

The Contractor shall be responsible for all damage or injury to the property of any character, during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing the work, or at any time due to defective work or materials and said responsibility will not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

201.12 MEASUREMENT AND PAYMENT. Site preparation will be measured on a lump sum basis and shall include all site preparation, removal of obstructions and related work as delineated on the plans and as specified in these specifications. Unless otherwise specified in the Proposal, payment at the contract lump sum price shall be full compensation for all site preparation - including clearing and grubbing, removal and disposal of structures, foundations, curb & gutter, pavements, abandoned utilities, fences, trees, shrubs, and/or any other obstructions within the work areas.

Payment will be made under:

Pay Item	Pay Unit
Site Preparation	Lump Sum

SECTION 202 CLEARING AND GRUBBING

Last Revised August 6, 2009

202.01 DESCRIPTION. This work shall consist of clearing, grubbing, removing and disposing of all vegetation and debris which are within designated limits except such objects as are designated to remain or are to be removed in accordance with other sections of these specifications. This work shall also include the preservation from injury or defacement of all vegetation and objects designated to remain.

202.02 GENERAL. Clearing and grubbing and related work shall be accomplished in the areas shown on the plans or established by the Engineer.

(a) CLEARING. The cutting and removal of all trees, brush and other objectionable growth and the removal and disposal of logs, rubbish piles, refuse dumps, and other objectionable matter.

(b) GRUBBING. The grubbing and removal of all stumps, roots and other objectionable matter, lying wholly or in part below the surface of the ground.

(c) SCALPING. Areas not classified as clearing and grubbing and which are within construction limits shall be scalped, if appropriate. Scalping shall include the removal and disposal of material such as saplings, logs, brush roots, grass, refuse dumps and decayed matter.

(d) CLEARING AND GRUBBING TREES. The cutting, grubbing and removal of individual, isolated trees and stumps as shown on the plans or designated by the Engineer to be removed.

202.03 CONSTRUCTION REQUIREMENTS. Designated areas shall be cleared as defined above, except those objects designated to remain shall be carefully protected during construction operations. Trees shall be felled and removed in such a manner as to avoid injury to other trees or other objects designated to remain. In case of injury to bark, limbs or roots of vegetation designated to remain, the Contractor shall repair such damage by corrective pruning, or other appropriate methods.

Except in areas to be excavated, stump holes from which obstructions are removed shall be backfilled with suitable material and compacted as specified in other sections of these specifications.

(a) CLEARING AND GRUBBING. All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowing, as required, except undisturbed stumps and roots and nonperishable solid objects which will be a minimum of 3 feet below subgrade or slope of embankments. When authorized, the Contractor may leave stumps and nonperishable solid objects provided they do not extend more than 3 inches above the ground line.

Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed. Branches of trees extending over the roadbed shall be trimmed to give clear height of 20 feet above the roadbed surface. All trimming shall be done by skilled workmen and in accordance with good tree surgery practices. All cleared and grubbed material shall be disposed of by the Contractor as specified in other sections of these specifications. Unless otherwise provided, all merchantable timber removed as previously specified shall become the property of the Contractor.

(b) SCALPING. The Contractor shall scalp areas where excavation or embankment is to be constructed. Material resulting from the scalping operations shall be disposed of as specified for clearing and grubbing.

202.04 MEASUREMENT AND PAYMENT. Clearing and grubbing, when listed in the Proposal, will be measured and paid for on a unit price basis. Clearing and grubbing will be measured by the acre, and the unit price shall include all labor, equipment and materials necessary to complete the work including, but not limited to hauling, burning and offsite disposal of vegetation and debris. If clearing and grubbing is not listed in the Proposal, it shall be considered incidental to the "Site Preparation" bid item.

SECTION 203 EXCAVATION AND EMBANKMENT

Last Revised December 17, 2009

203.01 DESCRIPTION. This work shall consist of excavation, construction of embankments, grading, compaction, hauling, disposal and topsoiling which is within the limits of the work necessary for the construction of the improvements in accordance with the specifications and in reasonably close conformity with the lines, grades, thicknesses and typical cross sections shown on the plans or established by the Engineer.

203.02 APPLICABLE SPECIFICATIONS. Subgrade preparation or modification shall be as specified in other sections of these specifications.

203.03 CLASSIFICATION. All material excavated shall be defined as "Unclassified Excavation" unless, in the proposal form, prices are asked and bids are taken for "Rock Excavation" and "Common Excavation".

"Unclassified Excavation" shall include all excavation performed under this item regardless of the material encountered.

"Rock Excavation" when provided in the proposal, shall include all solid rock and ledges, imbedded deposits in unstratified masses and conglomerate deposits which are so firmly cemented they present all the characteristics of solid rock, greater than one (1) cubic yard in volume, and which cannot be removed without the use of rippers or impact hammers.

"Common Excavation", when provided in the proposal, shall consist of all excavation not included in "Rock excavation".

"Undercut Excavation" shall consist of the removal and disposal of deposits of saturated or unsaturated mixtures of soils and organic matter, or other soils, not suitable for foundation material and which is located at a lower elevation than the subgrade.

"Select Material" shall consist of excavation made from off-site borrow areas, or on-site borrow areas designated by the Engineer. It shall be the Contractor's responsibility to locate and obtain the select material subject to the approval of the Engineer. Select material shall be granular, maximum particle size of 3 inches, graded from coarse to fine, conforming to AASHTO classification A-1, A-2-4 or A-2-5, or a sandy or gravely clay conforming to classification A-2-6 or A-6 with the exception that the plasticity index shall not exceed 15. Select material shall have a minimum California Bearing Ratio of 8.0 when tested in accordance with AASHTO D1883. The Contractor shall furnish, at his expense, test data to indicate compliance of select material with this specification.

"Topsoil" shall be the surface layer of soil with no admixture or refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones more than 2 inches in diameter, clay lumps or similar objects. This surface layer of soil shall contain humus and organic matter and any grass roots and native seeds that may have accumulated in the surface layer.

203.04 CONSTRUCTION REQUIREMENTS.

(a) GENERAL. The grading work shall consist of all excavation, embankment, dressing, shaping and finishing necessary for the construction, compaction and completion of all subgrades and other earthwork indicated on the plans, strictly to the required alignment, grade and typical cross section as shown on the plans or as directed by the Engineer.

Excavation shall not be made below grade except where rock is encountered or removal of unstable material is directed by the Engineer. Should the Contractor, through negligence or other fault, excavate below the designated lines, he shall replace the excavation with approved materials, in an approved manner and condition at his own expense. The Engineer shall have complete control over the excavation, moving, placing and disposition of all material, and shall determine the suitability of material to be placed in embankments.

The Contractor shall inform and satisfy himself as to the character, quantity and distribution of all material to be excavated.

Excavation work shall be performed to provide drainage at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the work. Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing weather, or other unsatisfactory conditions.

Material determined by the Engineer to be unsatisfactory for subgrade construction shall be classified as undercut excavation and shall be removed as directed by the Engineer. Undercut areas shall be backfilled with select material unless otherwise directed by the Engineer. All unsuitable material removed from undercut areas shall be disposed of on-site as directed by the Engineer or it shall be disposed of at a suitable off-site in a suitable disposal area obtained by the Contractor.

All rock or other unyielding material that cannot be shaped to conform to the subgrade elevations shall be excavated to a minimum depth of 6" below the finished subgrade elevation. The excavation shall be filled to grade with approved material. Blasting will not be permitted.

All suitable excavated material shall be used in the formation of embankments and backfills unless otherwise specified. The excavated material shall be placed in the areas of the embankment as directed by the Engineer. Muck, peat, matted roots, or other unsatisfactory material for a subgrade foundation shall be removed to the depth directed by the Engineer. All material determined unsuitable shall be disposed of off-site by the Contractor, or as directed by the Engineer.

Construction of embankments or backfilling shall not be started until the area has been inspected and approved by the Engineer. Fill areas shall be cleared, grubbed so as to remove all vegetation and objectionable material. Also, all topsoil shall be removed prior to the commencement of filling. All depressions or holes beneath the ground surface, whether caused by grubbing or other reasons, shall be backfilled with suitable material and compacted before the construction of the subgrade is commenced. Areas to be filled shall be scarified to a depth of 6" prior to placement of fill. Fill shall be constructed to the specified grade in uniform layers parallel to the finished surface and not more than 8" in thickness, loose measurement. The material in the layers shall be of the proper moisture content before compacting. Wetting or drying of the material and manipulation when necessary to secure a uniform moisture content throughout the layer shall be required.

Backfilling of trenches for storm drainage facilities, water line improvements and utility relocations shall be accomplished as specified in other sections of these specifications. Backfill shall be compacted to the specified density.

(b) SOIL COMPACTION. In the preparation of subgrades and compaction of earthwork, the material shall be compacted to provide a stable, uniform surface. The subgrade shall be compacted to the required density and stability and shall show no evidence of displacement or rutting. Proof rolling shall be provided to evaluate the stability of the subgrade and shall be as directed by the Engineer.

Where modification of the subgrade is specified, stabilization and compaction requirements shall be as specified in other sections of these specifications.

Soils shall be compacted to the following standards. The maximum dry density shall be based on the Standard Test, AASHTO T-99.

(1) All soils in the upper 6" of the subgrade beneath pavements or driveways shall be compacted to 95% density.

(2) All other soils shall be compacted to 93% density.

(3) Trench densities shall be as specified for that type trench excavation. When no density is specified, the densities specified in 1 and 2 above shall apply.

The moisture content of the material being compacted shall be within a range of two percent below optimum to a maximum of two percent above. The Contractor shall adjust the moisture content of the material to maintain the range specified by the addition of water or by aeration.

All testing shall be done by a testing laboratory approved by the Engineer. The cost of the testing will be paid for by the Owner with the following exception: the Contractor shall pay for re-testing areas that fail initial tests, and the cost of testing any materials proposed by him for substitution of previously approved materials, unless in the opinion of the Engineer, the substitution will be of particular benefit to the Owner.

Not less than one field density determination shall be made for each 750 square yards of area in each lift of embankment and on the finished subgrade. Trench backfill density determinations shall include a minimum of one determination for each 250 linear feet of completed trench.

The field density determination shall be made in accordance with AASHTO T-238 Density of Soil and Soil Aggregate in Place by Nuclear Methods.

(c) SUBGRADES. The completed subgrade surface shall be true to the lines, grades and cross sections shown on the plans or as directed by the Engineer. Any irregularities or depressions that develop shall be corrected by loosening the material until the surface is smooth, uniform and compact. Should the subgrade be rutted prior to the next phase of construction over the subgrade, it shall be reshaped and compacted without additional compensation to the Contractor.

Shaping and compacting of subgrades prior to construction of pavements shall be as specified in other sections of these specifications.

(d) TOPSOIL. Topsoil stripped from within the project limits shall be stockpiled at an off-site location provided by the Contract unless on-site stockpile areas are designated on the plans. The topsoil shall be stockpiled in such a manner that other materials will not become intermixed and interfere with reuse of the topsoil. Topsoil shall be stripped form the designated areas and shall be stripped to a minimum depth of 6" unless otherwise indicated on the plans.

When suitable topsoil is not available on the site, the Contractor shall locate and obtain a supply subject to the approval of the Engineer. The Contractor shall notify the Engineer sufficiently in advance of operations in order that necessary measurements and tests can be made.

Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or by other means approved by the Engineer, to a minimum depth of 2" to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2" in diameter and all litter.

The topsoil shall be evenly spread on the prepared areas to a uniform depth of 4" after compaction. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that seeding operations can proceed with a minimum of soil preparation or tilling. After spreading is completed, the topsoil shall be smooth-graded and the surface left at the prescribed grades in an even properly compacted condition. The finished grades shall prevent the formation of low places or pockets where water will stand. Light rolling with placing or spreading equipment, and wetting if needed, will be required to consolidate the topsoil to the finished grades.

(e) BACKFILLING CURBS AND WALKS. After the completion of the walks, curbs and driveways, the Contractor shall backfill adjacent areas to the grade shown on the plans. This backfill shall be placed so as not to damage the walks, curbs and driveways and shall be compacted.

(f) TOLERANCES. Grading shall be accomplished to the tolerances listed below for the various areas and classes of work as shown. The tolerances listed are maximum variations which will be acceptable for each class of work without exception.

(1) The subgrade beneath structures shall be formed and compacted to within 0.05 feet of the finished subgrade as established by grade hubs or stakes.

(2) The subgrade for streets, drives and sidewalks shall be formed and compacted within 0.05 feet of the finished subgrade as established by grade hubs or stakes.

(3) All areas outside of those mentioned in the previous paragraphs and which are not to receive any type of a finished structure or pavement shall be rough graded to within 0.10 feet of the finished grade after the necessary allowances have been made for the thickness of topsoil. This tolerance shall be reduced as necessary to provide drainage at all points and to prevent the formation of water pockets in the finished grading.

Any deviation in excess of the amounts shown above shall be corrected by loosening, adding or removing materials, reshaping and recompacting by sprinkling and rolling.

203.05 MEASUREMENT AND PAYMENT. The measurement and payment of the work included in this section of the specifications shall be at the unit prices listed in the Proposal for the various classes of work. Payment at the unit prices listed in the proposal for each of these items shall be considered full compensation for all hauling, equipment, tools, material, labor, supplies and incidentals necessary for completion of the specified work item.

All earthwork including excavation, construction of embankments, undercut excavation and backfill, and subgrade preparation shall be paid for at the unit or lump sum price as listed in the Proposal for "Grading", unless other classes of work are listed therein. Where payment is to be made on a unit price basis, grading will be measured by the square yard or station. Unless otherwise delineated on the plans, the area to be measured shall be the finished subgrade.

Classes of earthwork listed in the proposal will be measured by the cubic yard and, unless otherwise specified, will be measured in its original position based on cross sections, field measurements or ground surveys and calculated by volumetric means. Truckload counts shall not be used in measuring any class of earthwork volume.

(a) UNCLASSIFIED EXCAVATION. Unclassified excavation will be measured by the cubic yard as specified above. Payment will be made at the contract unit price per cubic yard as listed in the proposal, and shall be considered full compensation for excavation, hauling, stockpiling and other manipulation of the excavated material, including the formation of on-site embankments as shown on the plans.

(b) Rock excavation will be measured and paid for when provided for in the Proposal. Rock excavation will be measured by volume computed by the average end area method. Payment will be made at the contract unit price per cubic yard and shall be considered full compensation for removal and proper disposal of rock.

(c) Undercut excavation, when authorized by the Engineer, will be measured by the cubic yard in its original position calculated as specified above. Undercut excavation including removal, drying, mixing or conditioning and replacement will be paid for at the contract unit price for "Undercut Excavation". Undercut excavation and backfill with select material will be paid for at the contract unit price for "Undercut Excavation and Backfill (Select Material)". Payment at the contract unit price shall be considered full compensation for excavation, removal and disposal of material, backfilling, select material, grading and compaction. No separate payment will be made for materials or placement of materials used to backfill undercut areas. Undercut excavation payment will not be made for removal, excavation and backfill of areas in which trees and stumps are cleared and grubbed.

No separate payment will be made for borrow excavation or placement of borrow material.

No separate payment will be made for salvaging and stockpiling topsoil; payment for this work shall be considered incidental to other work included in these specifications. No separate payment will be made for topsoil obtained from and placed within the project limits.

Topsoil obtained from an off-site site source will be measured and paid for at the unit price per

cubic yard or per square yard stated in the proposal for "Topsoil". Payment at the contract unit price shall be considered full compensation for excavating, hauling, preparation and placing of topsoil. Measurement of topsoil by the cubic yard will be based on the compacted, in-place volume calculated from the area and thickness shown on the plans. The contract price per square yard shall be for the compacted thickness shown on the plans or stated in the proposal.

No separate payment will be made for removal, stockpiling and replacement of existing pavement materials unless otherwise specified in other sections of these specifications or listed in the Proposal as a separate bid item.

SECTION 206 FLOWABLE FILL MATERIAL

Last Revised April 1, 2011

206.01 SCOPE OF WORK. The work under this section of the specifications shall consist of furnishing, mixing, delivering, and placing a flowable mixture of Portland cement, fly ash, sand, and water for backfilling bridge abutments, pipe culverts, box culverts, and other structures as called for on the plans or in the specifications. The material shall be placed in close conformity with lines, grades, dimension, and details shown on the plans or as established by the Engineer.

206.02 MATERIALS. The materials used in flowable fill shall conform to the applicable requirements of Section 401 "Concrete".

(a) MIX DESIGN. The mix design will be prepared by the Contractor and will be proportioned to produce a flowable mixture without segregation. Material for one cubic yard, absolute volume, shall be as follows:

Cement	150 lbs
Fly Ash	100 lbs
Sand	3400 lbs

Compressive strength shall be a maximum of 300 psi at 28 days.

The mix design shall be accompanied by the following documentation:

1. A list of weights of all components of the proposed mix (water and admixtures may be measured by volume).
2. Certified test results for flow, unit weight, and compressive strength.

When unsatisfactory results or other conditions make it necessary, a new mix design will be established.

(b) SAMPLING AND TESTING. The Contractor is responsible for product quality control and for quality assurance testing according to subsection 401.07.

Compressive strength shall be determined according to ASTM D4832 "Preparation and Testing of Soil-Cement Slurry Test Cylinders."

206.03 CONSTRUCTION REQUIREMENTS.

Mixing of flowable fill shall be according to Section 401 "Concrete".

When deemed necessary by the Engineer, the flowable fill material shall be contained within the designated area by metal or wood forms that are sufficiently tight as to keep the loss of material to a minimum, or by sandbags, earth dams, or other means approved by the Engineer. Where lateral fluid pressure may be a concern, the flowable fill material shall be placed in layers with each layer allowed to harden prior to placing the next layer.

The flowable fill material shall be discharged from the mixer and conveyed into the space to be filled according to Section 401. The fill material shall be brought up uniformly to the fill line shown on the plans or as directed by the Engineer. Placing of other material over flowable fill may begin after the flowable fill material has made its initial set, is stable, and does not displace under equipment.

206.04 BASIS OF PAYMENT.

Flowable Fill Material will be measured by the cubic yard to the line shown on the plans or as directed by the Engineer. Materials placed outside the limits shown on the plans due to over-excavation by the Contractor will not be compensated.

Work completed, accepted, and measured as noted above will be paid for at the contract unit price bid per cubic yard for Flowable Fill Material, which price shall be full compensation for designing the mix; for furnishing, mixing, delivering, and placing the material; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Flowable Fill Material	Cubic Yard

SECTION 210 SUBGRADE PREPARATION

Last Revised September 16, 2009

210.01 DESCRIPTION. This work shall consist of shaping and compacting the subgrade prior to placing a base, surface course, or other improvements thereon.

210.02 CONSTRUCTION REQUIREMENTS. This work shall be done after any unstable sections of the subgrade have been repaired and after any existing base or surface courses required to be removed have been removed.

The Contractor shall compact and shape the subgrade as may be necessary to produce, at the time the base or surface course is placed, the required density and stability in the top 6 inches of the subgrade and the required grade and cross section. The Contractor will be required to scarify, dry the material, or apply water as may be necessary to obtain the required density and stability. Required density shall be as specified in other sections of these specifications.

The subgrade stability shall be such that when any material for base or surface courses is deposited, no rutting or displacement of the subgrade will occur.

210.03 MEASUREMENT AND PAYMENT. Subgrade preparation, when listed in the Proposal, will be measured and paid for on a unit price basis. Subgrade preparation will be measured by the square yard, and the unit price shall include all labor, equipment and materials necessary to complete the work. If subgrade preparation is not listed in the Proposal, it shall be considered incidental to the applicable work items specified in Section 203.

Payment for correction of unstable conditions below the top 6 inches will be as specified in other sections of these specifications.

SECTION 230 GEOTEXTILE FABRIC

Last Revised September 17, 2009

230.01 DESCRIPTION. This work shall consist of furnishing and installing a geotextile fabric in pavement construction as shown on the plans.

230.02 MATERIALS. Geotextile fabric shall be a woven synthetic fiber fabric meeting the fabric properties listed herein. Fabric shall be Amoco 2002 (Amoco Fiber Company), Supac 5 WS (Phillips Fiber Corporation), Mirafi 500X (Nicolon-Mirafi Group) or approved equal.

FABRIC PROPERTIES	UNIT	ASTM TEST METHOD	MINIMUM VALUE
Grab Tensile Strength	lbs	D-4632-86	200
Grab Tensile Strength	%	D-4632-86	15
Modulus (10% Elongation)	lbs	D-4632-86	125
Mullen Bust Strength	psi	D-4632-87	400
Trapezoidal Tear Strength	lbs	D-4632-85	90
Puncture Strength	lbs	D-4632-88	115

230.03 CONSTRUCTION REQUIREMENTS. The filter fabric shall be installed in strict accordance with the manufacturer's recommendation. All splice joints shall be provided with a minimum lap as specified by the manufacturer or as approved by the Engineer.

Care shall be taken during the placement and installation of the material to prevent damage to the fabric. Damaged material shall be repaired by placing a piece of fabric large enough to cover the damaged area and lapping beyond the damaged area by a minimum of two (2) feet.

230.04 MEASUREMENT AND PAYMENT. Measurement and payment for the work included in this section of the specifications shall be at the unit price per square yard listed in the Proposal for "Geotextile Fabric" complete and in place. Payment shall be considered full compensation for all equipment, tools, material, labor, supplies, and incidentals necessary to furnish and install geotextile fabric.

SECTION 290 SITE RESTORATION

Last Revised September21, 2009

290.01 SCOPE OF WORK. This work shall consist of restoration of the site within the limits of the project including replacement of sign and miscellaneous items, cleanup, seeding, sodding, and related work.

290.02 APPLICABLE SPECIFICATIONS. Site clearance and removal and disposal of obstructions are specified in other section of these specifications.

290.03 MISCELLANEOUS RELOCATIONS. Miscellaneous items shall be replaced at the location and in the manner shown on the plans and as directed by the Engineer. Items not designated for relocation shall be disposed of as specified in Section 201 of these specifications. All items damaged during removal, storage or replacement shall be replaced by the contractor at the Contractor's expense.

290.04 SEEDING AND FERTILIZING.

(a) MATERIALS.

(1) Lime - Lime shall be agricultural grade ground limestone or approved equivalent.

(2) Fertilizer - Fertilizer shall be a commercial grade, 10-20-10, uniform in composition, free flowing and suitable for application with mechanical equipment delivered to the site in labeled containers, conforming to current Arkansas fertilizer laws and bearing the name, trademark and warranty of the producer.

(3) Seed - The seed shall be labeled in accordance with current rules and regulations of the Arkansas State Plant Board and shall have a minimum of 98% pure seed and 85% germination by weight and shall contain no more than 1% weed seeds. A combined total of 50 noxious weed seeds shall be the maximum amount allowed per pound of seed with the following exceptions: Johnson grass seed, wild onion seed, wild garlic seed, field bindweed seed or nut grass seed will not be allowed in any amount whatsoever. Seed shall be furnished in sealed, standard containers. Seed which have become wet, moldy or otherwise damaged in transit or in storage will not be acceptable.

Seed shall be composed of the following varieties and weight per acre:

Bermuda - Common - Hulled -	10 lb./acre Spring & Summer & Fall
Bermuda - Common - Unhulled -	10 lb./acre Fall

Red Fescue - Spring, Summer & Fall	20 lb./acre
Annual Rye - Spring & Fall	30 lb./acre

(4) Mulch - Mulch cover shall consist of straw from threshed rice, oats, wheat, barley or rye; of wood excelsior; or from hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, Bermuda, carpet sedge, bahia, fescue or other legumes or grasses, or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

(5) Water - Water shall be of irrigation quality and free of impurities that would be detrimental to plant growth.

(b) SEED BED PREPARATION. Areas to be seeded shall be dressed to the shape and section shown on the plans. All excess dirt, construction materials, trees, rubbish, debris, roots and stumps shall be removed and disposed of off-site. The Contractor shall obtain soil samples, to a depth of five inches, from each major soil area, and have a lime requirement analysis conducted.

Lime at the rate determined by the lime requirement test shall be uniformly spread on areas to be seeded. The seed bed shall then be thoroughly pulverized by means of disk harrows or other approved methods, thoroughly mixing lime and soil to a depth of four inches. Objectionable foreign matter turned up shall be removed. Water shall be applied in order to maintain the desired moisture content in the soil. Disk harrowing shall be followed by use of a spiked-tooth harrow to provide a finer surface texture.

(c) FERTILIZING. Fertilizer shall be applied at a rate of 800 pounds per acre. Fertilizer shall be uniformly incorporated into the soil to a depth of at least two inches. It may be worked into the soil alone or in conjunction with the required lime. The fertilizer may be drilled into the soil or combined with the seed in the hydroseeding operation.

(d) SEEDING. Seed shall be placed either by drilling or by hydroseeding. When the seed is drilled, it shall be in rows parallel to the toe of the slope. Drills shall not be more than six inches apart. Fertilizer and seed shall not be drilled together and shall not be mixed.

If a hydroseeder is used, fertilizer and seed may be incorporated into one operation, but a maximum of 800 pounds of fertilizer shall be permitted per each 1500 gallons of water. The area shall be lightly firmed with a cultipacker immediately prior to hydroseeding.

(e) MULCHING. Mulch cover shall be applied at the rate of 4000 pounds per acre immediately after seeding and shall be spread uniformly over the entire area by approved power mulching equipment. If the Contractor so elects, an approved mulching machine may be used whereby the application of mulch cover and asphalt may be combined into one operation. If this method is used, no change in application rates will be allowed.

(f) WATER. After application of the mulch cover, water shall be applied in sufficient quantity to thoroughly moisten the soil to a depth of pulverization and then, as necessary, to germinate the seed and maintain growth at the direction of the Engineer for a period of at least 3 weeks. The time required for application of water will not be included in the computations of contract time for completion of the project provided all other work under the contract has been completed.

(g) RESEEDING. After germination has occurred, any area which does not have a stand of grass shall be refertilized and reseeded and watered in accordance with the above paragraphs. Any portion of the seeded area which becomes gullied or otherwise damaged shall be repaired and a stand of grass obtained.

290.05 SOLID SODDING. Sod shall consist of live grass and shall be Bermuda unless other types of grass are specified.

The sod shall be free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth or which might affect its subsistence or hardiness when transplanted.

At locations designated on the plans, or where directed by the Engineer, sod blocks shall be carefully placed on the prepared areas. Sod shall be so placed that the entire designated areas shall be covered. Any voids left in the block sodding shall be filled with additional sod and tamped. The entire sodded area shall be rolled and tamped to form a solid mass.

Sod placed on slopes steeper than 3 horizontal to one vertical shall be pegged with wooden pegs or other approved devices driven through the sod into firm earth.

Sodded areas shall be thoroughly watered immediately after they are planted and shall be subsequently watered as required until completion and final acceptance of the project.

290.06 CLEANUP. Prior to final acceptance and payment, the Contractor shall remove all machinery, equipment, surplus materials, rubbish, etc., from the project. Pavement, driveways and sidewalks and storm drainage facilities shall be cleaned and all soils and other debris removed.

290.07 MEASUREMENT AND PAYMENT. No separate payment will be made for site restoration, relocation of miscellaneous items and other work specified in this section.

Compensation for relocation of miscellaneous items and cleanup shall be considered incidental to other work specified in these specifications.

Seeding, fertilizing and mulching, when listed in the Proposal, will be measured and paid for on a unit price basis. Seeding, fertilizing and mulching will be measured by the square yard, acre or station as listed in the Proposal. Payment at the contract unit price shall be full compensation for furnishing and applying seed, fertilizer, lime, mulch and water, for seed bed preparation and for maintaining seeded areas.

Solid sodding will be measured by the square yard of sodded area. Payment at the contract unit price shall be full compensation for furnishing and placing sod, preparation of areas to receive sod, water and for maintenance of sodded areas.

SECTION 305 CRUSHED STONE BASE COURSE

Last Revised September 21, 2009

305.01 DESCRIPTION. This work shall consist of furnishing and placing a crushed aggregate base course in accordance with the details and typical sections shown on the plans.

305.02 APPLICABLE SPECIFICATIONS. All materials and construction methods shall be in accordance with these specifications and with the standards referenced herein.

Reference to "AHTD Standard Specifications" shall indicate the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 1996.

305.03 MATERIALS. Crushed stone base course shall conform to AHTD Standard Specification Section 303, Class 7.

The Contractor shall furnish certification from the material supplier of material manufacturer, analysis or other information when specified or requested by the Engineer.

Copies of material tickets shall be furnished to the Engineer at the point of delivery to the project site.

305.04 CONSTRUCTION METHODS. The base course shall be placed on a completed and approved subgrade or approved subbase course. Base material shall not be placed on a frozen subgrade or subbase.

Placement of base course material shall be terminated if rutting or yielding of the subgrade occurs due to hauling, spreading or any other reason. Correction of rutted or yielded areas shall be as specified in other sections or as directed by the Engineer.

The maximum compacted thickness of any one layer shall be eight (8) inches.

Spreading of base material shall be accomplished in a manner which will prevent segregation. The base material shall be compacted in such a manner that a uniform texture is produced and the aggregates firmly keyed. Water shall be applied over the base material during compaction as required for consolidation.

Base course material shall be compacted to not less than 95 percent of the maximum density determined in accordance with AASHTO T 180 Method D. Field density determinations will be made in accordance with AASHTO T 238. The compacted thickness of the base course shall be within 1/2 inch, plus or minus, of the specified thickness.

The compacted base course will be tested for depth and density at the rate of 1 set of tests per 750 square yards per lift of material placed. The Contractor shall correct all

deficiencies by scarifying, removing, or placing additional material, mixing, reshaping and recompacting to the specified density

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305.05 MEASUREMENT AND PAYMENT. Crushed stone base course will be measured by the cubic yard or by the square yard based on a specified uniform thickness. When measured by the cubic yard, the volume will be based on the in-place compacted volume computed from the actual area of the base course and the specified plan thickness.

Payment at the contract unit price per cubic yard or square yard, as shown in the Proposal, shall constitute full compensation for furnishing and placing crushed stone base course including compaction, water, and all related work.

Payment will be made under.

Pay Item	Pay Unit
Crushed Stone Base Course	Cubic Yard
Crushed Stone Base Course (___" Thickness)	Square Yard

SECTION 330 ASPHALT CONCRETE PAVEMENT

Last Revised September 22, 2009

330.01 SCOPE OF WORK. This work shall consist of the construction of asphalt concrete pavement. This work shall include binder and surface courses, surface preparation and incidental work required for the completed pavement.

330.02 APPLICABLE SPECIFICATIONS. All materials and construction methods shall be in accordance with these specifications and with the standards referenced herein.

Reference to "AHTD Standard Specifications" shall indicate the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 1996.

330.03 MATERIALS. All materials used shall be in accordance with the following specifications. Materials used shall conform to the specified requirements at the time of incorporation in the work. The Engineer will have the option to inspect and test materials at the source or upon delivery to the site.

The Contractor shall notify the Engineer at least 10 calendar days in advance of its intention to use materials for which tests are specified to allow time to perform the tests. The Contractor shall assist the Engineer, when requested, in obtaining samples and in performing inspection of materials.

The Engineer shall have full access for plant inspection during preparation, manufacturing or delivery of materials.

The Contractor shall furnish certifications of material manufacturer, analysis or other information when specified or requested by the Engineer.

(a) ASPHALT CONCRETE SURFACE COURSE. Asphalt concrete hot mix surface course shall be Type 3 conforming to AHTD Standard Specification Section 407. Type 2 hot mix surface course shall be used when specifically authorized and directed by the Engineer. Mineral aggregates, asphalt cement and other materials and requirements for mixing shall conform to the sections of the AHTD Standard Specification as referenced in Section 409.

The Contractor shall submit a job-mix formula for approval by the Engineer.

(b) ASPHALT CONCRETE BINDER COURSE. Asphalt concrete hot mix binder course shall be Type 2 conforming to AHTD Standard Specification Section 408. Aggregates, asphalt cement and other materials and requirements for mixing shall conform to the specifications referenced in Section 409.

The Contractor shall submit a job-mix formula for approval by the Engineer.

(c) SAND-ASPHALT SURFACE COURSE. Sand-asphalt hot mix surface course shall conform to the latest AHTD Standard Specification. Materials and mixing requirements

shall conform to the specifications referenced in Section 409.

The Contractor shall submit a job-mix formula for approval by the Engineer.

(d) ASPHALT CONCRETE HOT MIX SEAL COURSE. Hot mix seal surface course shall conform to AHTD Standard Specification. The job mix formula shall contain the following composition:

Gradation of Aggregates	Total % Retained
3/4"	0
1/2"	0-5
3/8"	0-14
#4	40-52
#10	67-75
#40	80-88
#80	85-95
#200	92-96

The mix shall have a 5.7% bituminous content of Grade 30 A.C. and shall be subject to the approval of the Engineer.

330.04 CONSTRUCTION METHODS.

(a) PREPARATION OF BASE OR EXISTING SURFACE. All surfaces which are to receive asphalt pavement courses shall be prepared and approved as specified in other sections of these specifications. All patching, joint sealing and repair of existing pavements which are to receive overlays shall be completed prior to placement of asphalt courses. Prior to application of tack coat, existing pavement surfaces shall be cleaned and shall be free of dust, water and all foreign material.

Surfaces shall be approved by the Engineer before tack or prime coat application is started. tack or prime coat shall be as specified in Section 320 of these specifications.

(b) PAVEMENT CONSTRUCTION.

(1) Delivery and Placement. Methods employed in the preparation, transportation, spreading, compaction and finishing of the asphalt shall conform to Section 410 of the AHTD Standard Specifications except as noted otherwise in other sections of this specification. Sequence and thickness of courses shall be as shown on the plans.

All asphalt mixtures shall be placed with a paver equipped with an electronic screed control system except where specified otherwise.

Rollers shall be steel wheel, pneumatic tire, or a combination thereof. Type and weight of rollers shall be sufficient to compact the mixture to the required density.

Placing of the bituminous paving shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Engineer. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. When directed by the Engineer, a brush coat of bituminous material shall be used on contact surfaces of transverse joints just before additional mixture is placed against the previously rolled material.

Joint details at transitions from existing to new pavement or at the interface with different types of pavement shall be as shown on the plans.

(2) Leveling Course. Leveling courses shall consist of asphalt concrete surface course, Type 2 or 3 or other mixture as directed by the Engineer. Leveling courses shall be placed to the thickness and in the manner shown on the plans. Limits of leveling courses will be as shown on the plans or as established in the field by the Engineer.

The Contractor shall have the option of placing and finishing leveling courses with bituminous pavers or other approved methods. Hand methods may be employed in areas in which machine placement and finishing cannot be accomplished. Isolated depressions in the existing pavement shall be filled and compacted prior to placement of leveling courses.

(3) Surface and Binder Courses. Asphalt concrete surface and binder courses shall be placed and finished to the grades and slopes shown on the plans. Surface courses shall be true to grade and cross section. The finished surface when checked with a 10' straight edge placed parallel to the centerline, shall show no variation more than 1/8". Any areas not within this tolerance shall be brought to grade by removing the deficient area to a minimum compacted depth of 1" and replacing with new material.

(4) Compaction and Density. Asphalt pavement courses shall be compacted by rolling to provide the specified density. Final rolling shall be sufficient to eliminate all roller marks.

Surface, binder and leveling courses shall be compacted to a minimum density of 92 percent of the theoretical density determined in accordance with AASHTO T 209.

The field density of the compacted asphalt mixtures shall be determined by testing of core samples. A minimum of one density test will be made for each 750 square yards of finished surface unless otherwise directed by the Engineer. Core samples will be tested in accordance with AASHTO T 166 Method A. The Owner will

obtain and pay for sampling and testing of the asphalt concrete hot mix, except that the Contractor shall pay for all tests that fail as specified in the Special Conditions.

Pavement areas which fail to meet the density requirement shall be removed and replaced at the expense of the Contractor. The Engineer will determine the extent of removal and replacement of pavement and corrective work to be performed. The Engineer may order additional density tests to delineate failure areas; the cost of these tests shall be at the expense of the Contractor.

The Contractor shall fill and compact holes produced by core sampling with asphalt concrete hot mix.

330.05 MEASUREMENT AND PAYMENT. Asphalt pavement mixtures will be measured by the ton or the square yard (based on a specified uniform thickness) as shown on the Proposal. When paid by the ton, the Contractor shall furnish a legible copy of a weigh certificate showing the gross, tare and net weight of each truck load of asphalt material. When an automatic batching system is used, the certificate may show only the net weight of material furnished. Certificates shall be provided to the Engineer at the point of discharge to the paver.

Asphalt pavement mixtures will be paid for at the contract unit price for each type of mixture or course. Payment shall be full compensation for furnishing and placing of all materials, compaction and related work.

Prime and tack coat will be measured and paid for as specified in Section 320 of these specifications.

No separate payment will be made for surface preparation, repairs, joint sealing and other preparatory work, including cold milling, unless specified in other sections of these specifications.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Concrete Surface Course	Ton
Asphalt Concrete Binder Course	Ton
Asphalt Concrete Surface Course (__" Thickness)	Square Yard
Asphalt Concrete Binder Course (__" Thickness)	Square Yard

SECTION 350 PORTLAND CEMENT CONCRETE PAVEMENT

Last Revised October 2, 2009

350.01 SCOPE OF WORK. This work shall consist of constructing nonreinforced Portland cement (PC) concrete pavement. This work shall include fine grading, form work, concrete placing, finishing, jointing, curing and related work necessary for the completed pavement.

350.02 APPLICABLE SPECIFICATIONS. All concrete work in this section shall be in accordance with Section 401, "Concrete", unless otherwise noted.

350.03 MATERIALS.

(a) CONCRETE. Concrete shall have a minimum 28 day flexural strength of 600 psi when tested in accordance with AASHTO T 97 (ASTM C 78), Third-Point Loading Method. Concrete shall have a maximum slump of 4 1/2 inches. The minimum cement content shall be 520 pounds per cubic yard of concrete. Coarse aggregate shall have a maximum size of one inch and shall have a gradation conforming to AASHTO M 43 (ASTM C 33) Size No.57 or No. 67. The concrete shall contain 6 percent entrained air plus or minus one percent.

The Contractor shall submit a copy of the concrete mix design for approval by the Engineer.

(b) JOINT MATERIAL Expansion joint filler shall be a performed filler of the non-extruding, resilient and bituminous type conforming to AASHTO M 213 (ASTM D 1751).

The joint sealer shall be of the hot-poured, elastic type meeting the requirements of AASHTO M 173 (ASTM D 1190).

Joint dowel bars and tie bars shall be as specified in Section 401 of these specifications.

(c) CURING METHOD. Curing compound shall be a white liquid membrane-forming compound conforming to AASHTO M 148 (ASTM C 309), Type 2. Other materials shall be as specified in Section 401 of these specifications.

350.04 CONSTRUCTION METHODS.

(a) GRADE PREPARATION. Earthwork, compaction, stabilization and subgrade, preparation shall be as specified in other sections of these specifications. The subgrade, subbase or base course grade shall be approved by the Engineer prior to concrete placement. The finished grade shall be maintained in a smooth and compacted condition until placement of the concrete pavement.

Unless waterproof subgrade or base course cover material is specified, the subgrade or base course shall be moist when the concrete is placed.

(b) FORMING. The street pavement section is to be paved by slip form paver. Certain small isolated sections may be formed where approved by Engineer. Forms shall be of such cross-section and strength and so secured as to resist the pressure of the concrete when placed and the impact and vibration of any equipment they support, without springing or settlement. The method of connection between sections shall be such that the joints shall not move in any direction. The maximum deviation of the top surface shall not exceed 1/8 inch in 10 feet or the inside face not more than 1/4 inch in 10 feet from a straight line. All side forms shall be of metal except on curves with a radius of less than 100 feet where wood forms or flexible steel forms may be used. All forms shall be of a depth at least equal to the edge thickness of the pavement.

The subgrade or subbase under the forms shall be compacted and cut to grade so that the form when set will be uniformly supported for its entire length at the specified elevation. All forms shall be cleaned and oiled each time they are used.

The Contractor shall check and correct alignment and grade elevations of the forms immediately before placing the concrete. When any form has been disturbed or is found to be off proper alignment or grade it shall be reset and rechecked.

In lieu of setting forms for the edge of the pavement the edge of a previously placed concrete gutter section may be used as a form.

(c) SLIPFORM PAVING. The Contractor is required to use a self propelled slip form paver which will strike off, consolidate and finish the pavement to the required cross-section in one pass. The operations of depositing, spreading, consolidating and finishing shall be such that, insofar as possible, continuous operation of the paver will be maintained.

(1) CONDITIONING OF SUBGRADE OR FOUNDATION COURSE. After the subgrade or base has been placed and compacted to the required density, the area which will support the slip form paving machine and the area on which pavement is to be constructed shall be brought to the proper profile and cross section by means of a properly designated electronic or automatic screed control system for the control of grade and slope which meets the approval of the Engineer and recompacted to the prescribed density. No hauling will be allowed on the finished subgrade except for dumping the concrete or where suitable temporary crossings have been constructed and approved by the Engineer. The subgrade shall be prepared for a distance not less than 500 feet in advance of the paver or within 500 feet of the end of the paving or bridge end. The subgrade shall be checked and corrected immediately ahead of the placing of the concrete.

(2) PLACING AND FINISHING. The slip form paver shall be approved by the Engineer and designed to spread, consolidate, screed and finish the freshly placed concrete in one complete pass of the machine in such manner that a minimum of hand finish will be necessary to provide a dense and homogeneous pavement in conformance with the plans and specifications. The paver shall be self-propelled.

Final approval of spreading and finishing equipment will be based upon satisfactory performance during actual construction. If, for any reason, equipment previously approved becomes unsatisfactory, it shall be replaced before proceeding with the work.

The machine shall vibrate the concrete for the full width and depth of pavement being placed. This vibration shall be accomplished by means of satisfactory internal vibration in each course of concrete placed. The sliding forms shall be rigidly held together laterally to prevent spreading of the forms. If a trailing form type of machine is used, the forms shall trail behind the paver for such a distance that no appreciable slumping of the concrete will occur. The quality of the concrete shall be equal to or better than that obtained by conventional methods of mixing, placing, vibrating and finishing. Hand finishing shall be kept to a minimum. If the machine is of the trailing form type and hand finishing is required, it must be done within the length of the trailing forms.

The approved paving machine shall have hydrostatic drive, hydraulic grade sensors and be track mounted for self propulsion. Equipment type is to be provided at preconstruction conference for approval.

(3) UNIFORM CONSISTENCY AND PROGRESS. The concrete shall have a uniform consistency. The slip form paver shall be operated with a continuous forward movement and all operations of mixing, delivery and spreading concrete shall be so coordinated as to provide a uniform progress with stopping and starting of the paver held to a minimum. IF, for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately. No tractive force shall be applied to the machine, except that which is controlled from the machine.

(d) PLACING. For small isolated pours, where approved by the Engineer, placement shall be as follows:

(1) The concrete shall be deposited on a moist grade in such manner as to require as little rehandling as possible. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall

be done with shovels, not rakes. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete shall not be placed on a frozen subgrade, subbase or base course.

Concrete shall be thoroughly consolidated against and along the faces of all forms and all joint assembly. Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them but shall not be dumped onto a joint assembly. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. The vibrator shall never be operated longer than 15 seconds in any one location.

(2) Following the placing of the concrete, it shall be struck off to conform to the cross section shown on the plans and to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the plans. The concrete shall be consolidated in all areas by a suitable means so as to preclude the formation of voids or honeycomb packets.

The sequence of operations shall be the strikeoff and consolidation, floating if necessary, straightedging, and final surface finish. The pavement shall be struck off and consolidated with a mechanical finishing machine, vibrating screed, or by hand-finishing methods. Hand finishing methods shall be as specified in Section 401 of these specifications.

The addition of water to the surface of the concrete to assist in finishing operations generally will not be permitted. If the application of water to the surface is permitted, it shall be applied as a fog spray by means of approved spray equipment. Before final finishing is completed and before the concrete has taken its initial set, the edges of the pavement slab at formlines and expansion joints and the curb shall be carefully finished with an edger having a 1/8 inch radius.

A burlap drag or broom shall be used for final finishing. The burlap drag shall be at least 3 feet wide and long enough to cover the entire pavement width being placed. It shall be laid on the pavement surface and dragged in the direction in which the pavement is being placed, parallel to the longitudinal axis. For a broom finish, a stiff bristled broom shall be drawn from the center of the edge of the pavement with adjacent strokes slightly overlapping to produce surface corrugations of uniform appearance and approximately 1/16 inch in depth.

(e) CURING. Immediately after the finishing operations have been completed and the water film has left the surface (evaporated), or as soon as marring of the concrete will not occur, the entire exposed surface of the newly placed concrete shall be coated and sealed with a uniform layer of membrane curing compound. The curing membrane specified shall be applied in accordance with the manufacturer's recommendations. The compound shall be kept agitated to prevent the pigment from settling.

When forms are removed the sides of the slab shall receive a coating of the curing compound membrane.

Curing compound membrane shall not be used in saw cuts due to it acting as a bond breaker between the concrete and joint sealing compound.

Areas in which the curing membrane is damaged within a period of 3 days shall be resprayed with curing compound.

Forms shall remain in place a minimum of 12 hours after placing the concrete. If the air temperature is below 50 degrees F at any time during the 12 hours from the time the concrete is placed, the forms shall be left in place for such longer period deemed necessary by the Engineer to assure that pavement edges will not be damaged. Curing of the exposed concrete pavement edges shall begin immediately upon removal of the forms.

(f) JOINTS.

(1) TRANSVERSE CONTRACTION JOINTS. Transverse contraction joints shall consist of planes of weakness created by cutting grooves in the surface of the pavement. The grooves shall be cut by sawing the concrete to a depth equal to at least one-fourth the depth of the slab. The width of the saw cut shall not be less than 1/4 inch unless otherwise shown on the plans.

Sawing of the joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours. No joints shall be sawed before uncontrolled shrinkage cracking occurs. If necessary, the sawing operations shall be carried on both day and night, regardless of weather conditions. A standby saw shall be available in the event of breakdown.

After each joint is sawed, the saw cut and adjacent concrete surface shall be thoroughly cleaned. The joint shall be cured as specified elsewhere within this section of the specifications.

Contraction joints shall be nominally spaced as designated on the plans. The maximum spacing of any joint shall be 15 feet unless otherwise specified. The joints for adjacent paving lanes shall be located on a single transverse line across the pavement. Offsets of joints across the pavement in the transverse direction will not be permitted.

(2) TRANSVERSE CONSTRUCTION JOINT. Transverse construction joints of the tied (deformed bar) type shall be placed whenever the placing of concrete is suspended for more than 30 minutes. This keyed joint with deformed bars shall be of the cross section and detail shown on the plans.

Transverse construction joints of the slip (smooth dowel) type shall be placed whenever the joint occurs at the location of a scheduled contraction joint. This type of joint shall be used to end the day's operations and shall be of the cross section and detail shown on the plans.

(3) TRANSVERSE EXPANSION JOINTS. Transverse expansion joints shall consist of a vertical expansion joint filler placed in a butt-type joint with or without dowel bars as shown in the plans. The expansion joint filler shall be continuous from form to form, shaped to the subgrade, curb section and to any keyway along the form. Preformed Joint filler shall be furnished in lengths equal to the pavement width or equal to the width of one lane. Damaged or repaired joint filler shall not be used unless approved by the Engineer.

The expansion joint filler shall be held in a vertical position. An approved installing bar or other device shall be used if necessary to ensure proper grade and alignment during placing and finishing of the concrete. Finished joints shall not deviate in horizontal alignment more than 1/4 inch from a straight line. If joint fillers are assembled in sections, there shall be no offsets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space.

(4) LONGITUDINAL CONSTRUCTION JOINT. Longitudinal construction joints shall be of the dimensions shown on the plans. This type joint shall be used when the pavement is not placed the full width at one time.

This joint type shall be tied with deformed reinforcement bars placed at the locations shown on the plans. The joint shall be finished with an edger of 1/8 inch radius. When placing the second slab the concrete must not be left overhanging the lip formed in the first slab by the edging tool.

(5) LONGITUDINAL CONTRACTION JOINTS. Longitudinal contraction joints shall be used when the pavement pass is of sufficient width to require a longitudinal joint. A longitudinal contraction joint shall be formed by sawing a groove in the concrete. The joint detail shall be as shown on the plans. If the longitudinal joint is at the centerline of the pavement, it shall be tied as shown on the plans. The construction and sawing methods and techniques shall be identical to those described for transverse contraction joints.

(6) SEALING JOINTS. Joints to be sealed shall be filled with the specified sealing compounds. The joint sealing material shall be applied before the pavement is opened to traffic and as soon after the completion of the curing period as is feasible.

All recommendations of the joint sealer manufacturer shall be followed. The Contractor shall furnish the engineer with a copy of the recommended application procedure not less than 10 days before sealing is to begin.

Just before sealing, each joint shall be thoroughly cleaned of all foreign material, including membrane curing compound, and joint faces shall be clean and surface-dry when seal is applied. Hot applied material shall be stirred during heating to prevent localized overheating.

The sealing material shall be applied to each joint opening in accordance with the details shown in the plans or as directed by the Engineer. The joint filling shall be done without spilling material on the exposed surfaces of the concrete. Any excess material on the surface of the concrete pavement shall be removed immediately and the pavement surface cleaned. The use of sand or similar material to cover the seal shall not be permitted.

Joint-sealing material shall not be placed when the air temperature in the shade is less than 50 degrees *F,* unless approved by the Engineer.

(g) PROTECTION AGAINST RAIN. In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor shall have available at all times materials satisfactory for the protection of the surface of the unhardened concrete. Such protective materials shall consist of burlap or cotton mats, curing paper or plastic sheeting material which can be used to cover the surface of the pavement. In addition, if the slipform method of paving is used, the Contractor shall be required to present an acceptable plan for the emergency protection of the surface and edges. When rain appears imminent, all paving operations shall stop and all personnel shall take the necessary steps for complete protection of the unhardened concrete.

Areas of the pavement surface where the texture has been damaged by rain or by the protective cover, shall be repaired in accordance with the Engineer's instructions, retextured and cured.

(h) COLD WEATHER PROTECTION. Except by specific written authorization, concreting shall cease when the descending air temperature in the shade and away from artificial heat falls below 40 degrees F. It shall not be resumed until the ascending air temperature in the shade and away from artificial heat rises to 35 degrees F.

When concrete has been placed in cold weather and the temperature may drop below 35 degrees F, straw, hay, insulated curing blankets, or other suitable material shall be provided along the line of work. Whenever the air temperature may reach the freezing point during the day or night, the material shall be spread over the concrete deep enough to prevent freezing of the concrete. Concrete shall be protected from freezing temperatures until it is at least 10 days old. Concrete injured by frost action shall be removed and replaced at the Contractors expense.

(i) HOT WEATHER CONCRETE. If the construction schedule results in concrete being placed in extremely hot weather, special provisions and restrictions may be required by the Engineer to assure the best results. Refer to Section 900-16.

350.05 OPENING PAVEMENT TO TRAFFIC. The Engineer shall decide when the pavement shall be opened to traffic. It shall not be opened to local traffic until it has attained a compressive strength of 3000 psi and not to all traffic until it has attained a compressive strength of 3500 psi. The strength determination shall be based on laboratory cured specimens.

350.06 SMOOTHNESS TOLERANCES. The completed pavement shall be checked with a 10 feet straight edge of smoothness. Areas showing high spots of more than 1/4 inch but not exceeding 1/2 inch in 10 feet shall be marked and immediately ground down with an approved grinding tool, to an elevation within the 1/4 inch tolerance. Where the departure from the correct cross section exceeds 1/2 inch the pavement shall be removed and replaced by and at the expense of the Contractor.

Any area or section so removed shall be not less than the area encompassed by the surrounding joint pattern.

350.07 TOLERANCE IN PAVEMENT THICKNESS AND STRENGTH. Before final acceptance of the pavement, its thickness shall be determined by coring at maximum intervals of 500 feet in each lane and determining the depth of each core by average measurements. The

locations will be selected by the Engineer. The Contractor shall repair core holes in the pavement.

When the measurement of a core is not deficient by more than 5% from the plan thickness, full payment for the unit will be made. When the measurement of a core is deficient in thickness by more than 5% but not more than 10% from the plan thickness, two additional cores will be taken at 25-foot intervals from the original core. If the core deficient in thickness is from a two-lane pour unit, each lane will be cored separately. If the average thickness of the three cores is not deficient more than 5% of the plan thickness, full payment for the unit will be made. If the average thickness of the three cores is deficient more than 5% of the concrete shall have to be removed and replaced by and at the expense of the Contractor. If the thickness of any one core is deficient more than 10%, the concrete shall have to be removed and replaced at the expense of the Contractor. If the concrete flexural and/or compressive strengths do not meet the minimum design requirements, Contractor shall be required to remove and replace the pavement sections at Contractor's expense.

The Contractor shall pay for extra or exploratory cores or tests to determine the extent of areas deficient in thickness.

No additional compensation will be allowed for pavement placed in excess of the specified thickness.

350.08 QUALITY CONTROL TESTING. The Owner will pay for the making and testing of quality control tests on the concrete except that failing tests shall be paid by the Contractor as specified in the Special Conditions. These tests shall include concrete compression cylinders as specified in Section 401 and flexural test specimens. The Owner may at his option have an inspector present at the concrete batch plant at any or all times concrete is being batched for this project. Such testing and inspection shall not relieve the Contractor of his obligation to furnish materials meeting the requirements of these specifications.

The Contractor shall furnish a satisfactory storage area at the site for the concrete test specimens.

350.09 MEASUREMENT AND PAYMENT. Portland cement concrete will be measured by the square yard of completed pavement. Payment for Portland cement concrete pavement at the contract unit price shall be full compensation for furnishing and placing concrete, jointing, curing and related items required for a complete pavement.

Integral curb will be measured and paid for as specified in Section 410 of these specifications unless otherwise specified and listed on the bid form.

Payment will be made under:

Pay Item	Pay Unit
P.C. Concrete Pavement(__" Thickness)	Square Yard

SECTION 370 PAVEMENT REPAIRS

Last Revised September 24, 2009

370.01 SCOPE OF WORK. This work shall include all pavement repairs specified to prepare existing pavements for subsequent asphalt overlay or other improvements. This section shall also include repair of curb and gutter, pavement swales and related items.

370.02 MATERIALS.

(a) ASPHALT PAVEMENT MATERIALS. Asphalt pavement materials shall conform to Section 330 of these specifications.

(b) CONCRETE. Concrete shall conform to Section 401 of these specifications. Concrete shall be 3000 psi, air entrained, unless otherwise specified.

(c) JOINT SEALANT. Emulsified asphalt shall be as specified in Section 320 of these specifications.

Elastomeric joint sealants shall conform to AASHTO M 173 or M282, latest revision.

(d) CRACK REPAIR FABRIC. Fabric shall be a pre-coated self-adhesive non-woven polypropylene fabric and shall be similar and equal to Petrotac manufactured by Phillips Fibers Corporation.

370.03 CONSTRUCTION METHODS. The limits of the various types of pavement repairs shall be as shown on the plans or as directed by the Engineer.

(a) SURFACE LEVELING COURSE. Surface leveling course shall consist of constructing a layer or layers of asphalt concrete surface course (Type 3) or sand asphalt on the existing pavement surface to correct depressions, channel or wheel ruts, or other deficiencies. Areas to receive leveling courses shall be cleaned and a tack coat shall be applied. Asphalt concrete material shall be placed in lifts as shown on the plans or as directed by the Engineer. Leveling course(s) shall be compacted using rollers as specified in other sections of these specifications. The finish surface of the leveling course shall be uniform and shall match the surrounding pavement slope unless otherwise specified.

(b) SURFACE PATCH. Surface patch shall consist of removing and replacing the existing asphalt surface course. The existing asphalt surface course shall be removed in square or rectangular sections and shall be removed to the full depth of the surface course. Pavement cuts shall be straight and vertical and shall be cut with a saw or air spade. The area to be patched shall be cleaned and a tack or prime coat applied. Asphalt concrete surface course (Type 3) shall be placed in the patch area and shall be compacted by rolling as specified in other sections of these specifications. The finish surface of the patch shall be uniform and shall match the surrounding pavement slope and grade.

(c) DEEP PATCH. Deep patch shall consist of removing and replacing a specified depth of the existing pavement structure (6" minimum), and shall include compaction of the subgrade or base prior to placement of concrete backfill. The existing pavement within the limits of the patch shall be removed in square or rectangular sections. Pavement cuts shall be straight and vertical and shall be cut with a saw or air spade.

The patch area shall be cleaned and all existing materials removed unless otherwise directed by the Engineer. The exposed subgrade or base shall be compacted by rolling or by other approved equipment and shall be compacted to the density specified in other sections of these specifications. Where unstable subgrade is encountered, the Contractor shall undercut the subgrade as authorized and directed by the Engineer. Undercut excavation shall be as specified in other sections of the specifications. Backfill material shall be portland cement concrete. The minimum thickness shall be 6 inches unless otherwise noted or specified. The finished surface of the patch shall be uniform and shall match the surrounding pavement slope and grade.

(d) UNDERCUT EXCAVATION. Undercut excavation shall consist of the removal and disposal of unsuitable material located below the existing subgrade elevation. Unsuitable material shall be removed to the depth directed by the Engineer and shall be disposed of off-site by the Contractor. The excavated area shall be backfilled with select material approved by the Engineer or, at the Contractor's option, with crushed stone base (Class 7). Select material shall be as specified in other sections of these specifications. Placement and compaction of backfill material shall be as specified in other sections of these specifications. Undercut excavation shall be accomplished where authorized and directed by the Engineer. Placement of crushed stone base as part of deep patches will not be paid for as undercut excavation.

(e) CONCRETE CURB AND GUTTER REPAIR. Concrete curb and gutter repair shall consist of removing existing damaged sections of curb and gutter and replacing with new Portland cement concrete curb and gutter. Sections of existing curb and gutter designated for repair shall be removed in their entirety. Sawing of concrete surfaces shall be employed as required to provide straight and smooth joint lines. The existing subgrade shall be graded and compacted as required. All concrete forming and placement shall conform to Section 401 of these specifications. Shape, finish and joint pattern of the replacement section shall match the existing curb and gutter to the extent practical. Replacement sections of curb and gutter shall be backfilled with existing materials. Contraction joints shall be sealed.

(f) CONCRETE SWALE REPAIR. Concrete swale repair shall consist of removing and replacing existing pavement swales as designated on the plans. The existing concrete swale shall be removed in its entirety within the limits shown on the plans. The exposed subgrade

shall be graded to the specified slope and shall be compacted to the minimum density as specified in other sections of these specifications. Concrete materials, placement and finishing shall conform to Section 420 of these specifications.

(g) CRACK AND JOINT REPAIR. Crack and joint repair shall consist of cleaning, sealing and filling cracks in the existing pavement surfacing. Cracks and joints shall be cleaned using compressed air or other approved methods. All soil, vegetation, loose aggregate and debris shall be removed to a minimum depth of two inches. Cracks and joints which are 1/4 inch or less in width shall be sealed with an application of an emulsified asphalt, Grade SS-1 or an elastomeric type joint sealant. Cracks and joints greater than 1/4 inch in width shall be sealed with an emulsified asphalt, Grade SS-1, and shall be filled with sand asphalt hot mix, with hot mix surface course (Type 3) or with an elastomeric type joint sealant. The cleaning, sealing and filling of cracks and joints shall be accomplished prior to application of the tack coat and bituminous overlay.

(h) FABRIC CRACK REPAIR. Fabric crack repair shall consist of installing a fabric material at designated cracks, joints and distressed areas in the existing pavement surface. Fabric shall be installed in accordance with the manufacturer's instructions and as directed by the Engineer. Cleaning, sealing and filling of cracks and joints shall be completed prior to installation of the fabric. Fabric shall be placed and rolled into position. Installation of fabric shall be completed and approved prior to application of tack coat and bituminous overlay. Except for construction vehicles, traffic shall be excluded from fabric areas until placement of the overlay is completed.

370.04 MEASUREMENT AND PAYMENT. The measurement and payment of the work included in this section shall be as specified below. Separate payment will be made only for those items listed in the bid form. Payment at the contract unit price for each of these items shall be considered full compensation for all equipment, tools, materials, labor, supplies and incidentals necessary for the completed pavement repairs.

Surface Leveling Course will be measured and paid for by the ton of asphalt concrete leveling course as specified in Section 330 of these specifications.

Surface Patch will be measured by the square yard of completed patch. Payment at the contract unit price shall be considered full compensation for cutting and removal of existing pavement and for furnishing and placing asphalt concrete surface course.

Deep Patch will be measured by the square yard of completed patch. Payment at the contract unit price shall be considered full compensation for cutting and removal of existing pavement and backfilling with concrete. Undercut excavation will be measured and payment made as specified

below.

Undercut Excavation, when authorized by the Engineer, will be measured and paid for at the unit price per cubic yard stated in the Proposal. The method of measurement will be as specified in Section 203 of these specifications. Payment at the contract unit price shall be considered full compensation for excavation, removal and disposal of material and for backfill material, placement and compaction.

Concrete Curb and Gutter Repair will be measured and payment made according to the number of linear feet completed. Payment at the contract unit price shall be considered full compensation for removal and disposal of existing curb and gutter and for concrete, forming, jointing, finishing and related work necessary for the curb and gutter replacement.

Concrete Swale Repair will be measured and paid for according to the number of square feet completed. Payment at the contract unit price shall be considered full compensation for removal and disposal of the existing swale, for grading and compaction of the subgrade and for concrete and related work required for a complete installation.

Crack and Joint Repair will not be measured and paid for separately but shall be considered incidental to the asphalt concrete overlays and related work.

Fabric Crack Repair will be measured by the square feet of fabric installed. Payment at the contract unit price shall be considered full compensation for furnishing and installing fabric.

SECTION 401 CONCRETE

Last Revised March 4, 2011

401.01 SCOPE OF WORK. The work under this section of the specifications shall consist of furnishing all equipment, tools, materials, labor and supplies, and of performing all operation necessary to complete all the concrete work including the excavation and backfill as shown on the plans as specified below.

401.02 MATERIALS. The materials and construction methods to be used shall be in accordance with the following American Society for Testing and Materials specifications or other indicated standards or requirements and applicable parts of American Concrete Institute "Building Code Requirements for Reinforced Concrete" ACI 318.

(a) WATER. Water shall be clean and potable.

(b) PORTLAND CEMENT. Portland cement shall be all of the same brand and shall conform to the requirements of ASTM Standard Specification C 150 for Type I cement. Type III cement shall be used when so specified or when authorized by the Engineer.

(c) AIR ENTRAINED CEMENT. Air entrained Portland cement shall be all of the same brand and shall conform to the requirements of ASTM Standard Specification C 175.

(d) FLYASH. Flyash shall be the product of one burning source and shall conform to ASTM Standard C 618, Class C.

(e) FINE AGGREGATE. Natural sand which is clean, well graded and conforms to the requirements of ASTM C 33 shall be used for fine aggregate.

(f) COARSE AGGREGATE. Coarse aggregate shall consist of clean, crushed stone or gravel and shall conform to the requirements of ASTM C 33. The gradation and maximum size of the aggregate shall be as follows:

ASTM No. 467 (Max. Size = 1 ½") shall be used where clearances permit and for a free fall of less than six (6) feet in depositing concrete, except where reinforcing steel is close, No. 67 aggregate shall be used. ASTM No 57 aggregate shall be used when directed by the Engineer or with the approval of the Engineer.

ASTM No. 67 (Max Size = ¾") shall be used where the free fall is six (6) feet or greater for depositing concrete.

(g) ADMIXTURES. Admixtures shall be used in strict conformance with these specifications and only with the approval of the Engineer. Air Entraining Admixtures of the neutralized vinsol resin type conforming to the requirements of ASTM Designation C 260 may be used with Type I cement. It shall be used in

strict accordance with the manufacturer's recommendations so that the total air content of the concrete as mixed shall be within the following limits:

Maximum Size of Coarse Aggregate	Air Content
3/4 inch	5.0% to 7.0%
1 inch	4.5% to 6.5%
1 1/2 inch	4.0% to 6.0%

The concrete supplier shall furnish certified copies of laboratory test reports prepared in accordance with Section 8 of ASTM C 260 for any air- entraining admixture used in the concrete.

Chemical Admixtures conforming to the requirements ASTM C 494 may be used if approved by the Engineer, if tested in accordance with the following criteria, and if used in strict accordance with the manufacturer's recommendations.

(1) The concrete supplier shall furnish certified copies of the laboratory test reports prepared in accordance with Section 11.1 thru 11.3 of ATSM C 494 for each admixture used in the concrete.

(2) Before using two (2) or more admixtures simultaneously, the concrete supplier shall furnish certified copies of laboratory test reports prepared in accordance with Section 11.4 of ASTM C 494, for each combination of admixtures and local materials. This requirement shall pertain to a combination of ASTM C 260 and C 494 admixtures or a combination of C 494 admixtures.

(h) REINFORCING STEEL. Reinforcing steel for concrete shall be deformed, clean, free from rust and new. It shall conform to ASTM Standard A 615 and shall be Grade 60 for bars No. 4 and larger and Grade 40 for No. 3 bars and smaller.

(i) SMOOTH STEEL DOWEL BARS. Plain steel dowel bars for reinforcing concrete slab joints shall meet the requirements of ASTM A 615, Grade 60. These plain round dowel bars shall be free from burrs or other deformations restricting slippage in the concrete.

Dowel bars shall be held in position parallel to the surface and centerline of the slab by a metal assembly of sufficient strength and anchorage to prevent displacement during the paving operations. Immediately prior to placement of concrete, each bar shall be field coated for a minimum distance of 2 inches greater than half the length of the bar with an approved lubricant. Lubricated ends of adjacent bars shall be on alternating sides of the slab joint.

(j) WIRE FABRIC. Wire fabric shall be electrically-welded wire fabric of cold-drawn wire (70,000 psi yield point) of the diameter and spacing required and shall conform to ASTM Standard A 185.

(k) FIBER REINFORCEMENT. Fiber reinforcement may be used in lieu of wire fabric when approved by the Engineer or when shown on the Plans or other sections of these specifications. Fiber reinforcement shall be Fibermesh 300 as manufactured by Propex Concrete Systems or approved equivalent. The fibers shall be applied to the mix at the concrete batch plant at the manufacturer's recommended rate but not less than 1.5 pounds per cubic yard. The concrete shall be mixed in accordance with the fiber reinforcement manufacturer's recommendations to ensure uniform and complete distribution.

(l) GROUT. Grout shall be a mixture of one (1) part Portland cement to two (2) parts of sand plus the required water for proper flow.

(m) PREFORMED JOINT MATERIAL. Preformed joint material for slab expansion joints shall meet the requirements of ASTM Standard D 1751 for nonextruding and resilient bituminous type fillers. Unless otherwise indicated within the specifications or on the plans, the joint filler shall have a thickness of ½ inch for interior uses and ¾ inch for exterior uses.

(n) JOINT SEALER (HOT APPLIED). The joint sealer for horizontal joints in concrete slabs shall be of the hot-poured, elastic type unless otherwise specified. The sealer shall meet the requirements of ASTM Standard D 1190.

(o) JOINT SEALER (COLD APPLIED). The joint sealer for horizontal joints in concrete slabs shall, when specifically specified, be a one-part self-leveling silicone (Dow-Corning 890-SL or equivalent).

(p) BONDING AGENT. A bonding agent used in the mortar or concrete mix for patching new concrete surfaces and for finishing vertical exposed surfaces, shall be Surface Engineering Company product Tite-Crete or an approved equal.

(q) COVER MATERIALS FOR CURING. Interior concrete floor slabs in which the concrete surface is to be exposed, shall be coated with a curing compound meeting the requirements of ASTM Standard C 309, Type 1. The curing compound shall further act as a sealer to reduce dusting of the floor.

Exterior concrete slabs and pavements shall be coated with a curing compound meeting the requirements of ASTM Standard C 309, Type 2, white pigmented. Other curing materials which will be accepted in areas where curing compounds are not applicable, shall meet the following specifications:

White polyethylene sheeting	AASHTO M 171
Burlap Cloth	AASHTO M182

401.03 STORAGE OF MATERIALS. Cement shall be stored in weathertight buildings, bins, or silos which will provide protection from dampness and contamination and will minimize warehouse set. Any cement damaged by moisture or which fails to meet any of the specified requirements shall be rejected and removed from the work.

Aggregate stockpiles shall be arranged and used in a manner to avoid segregation or contamination with other materials or with other sizes of like aggregates.

Sand shall be allowed to drain until it has reached a uniform moisture content before it is used in a concrete slab.

Frozen or partially frozen aggregates shall not be used.

Any material which has deteriorated, been contaminated with deleterious or foreign material, or which has been otherwise damaged, shall not be used for concrete.

401.04 CLASSIFICATION. Concrete shall be classified as provided for below. The strengths for each classification of concrete shall be the minimum compressive strength for that Class of concrete at 28 days.

Class "AAA"	4000 psi
Class "AA"	3500 psi
Class "A"	3000 psi
Class "B"	2500 Psi
Class "C"	2000 psi

Concrete shall be air entrained when specified elsewhere or when shown on the plans. The total air content of air entrained concrete shall be as specified in paragraph 401.02 (g) above. The air content shall be based on measurements made on concrete immediately after discharge from the mixer in accordance with ASTM C 231

401.05 CONCRETE QUALITY. All concrete shall be designed to provide a 28-day strength stated in Section 401.04 of these specifications according to the class of concrete which is stated elsewhere within these specifications or on the plans. The materials shall be proportioned by weight in such a manner as to obtain a plastic workable mix. At least four (4) tests cylinders shall be made and tested from each 100 cubic yards of concrete or fraction thereof placed each day, unless exceptions are permitted by the Engineer. The

concrete test cylinders from each group shall be tested as follows and shall meet the following requirements.

No. of Cylinders To Be Tested	Age (Days)	Strength Requirement Minimum % of 28 Day
1	3	45%
1	7	65%
2	28	100%

The strength level of an individual class of concrete shall be considered satisfactory if both of the following requirements are met:

(a) The average of all cylinders of three consecutive sets of strength tests equal or exceed the required 28 day strength.

(b) No individual strength tests of a set (average of two cylinders) falls below the required 28 day strength by more than 500 psi.

(In the event the concrete cylinder strengths do not meet the minimum requirements set forth above, the Contractor shall pay for additional testing as specified herein and as directed by the Engineer. Concrete cores shall be taken from the portion of the structure represented by the low strength cylinders. Three (3) cores shall be taken for each strength test not meeting the previously stated requirements. These cores shall be tested and evaluated in accordance with Section 4.8.4.3, 4.8.4.4, and 4.8.4.5 of ACI Standard 318, Building Code Requirements for Reinforced Concrete.

401.06 CONCRETE PROPORTIONS. Concrete mix designs shall be in accordance with ACI Standard 211.1, "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete". Four (4) copies of each proposed mix design and material test results shall be submitted to the Engineer for review and approval prior to the placement of any concrete, unless otherwise directed by the Engineer. The mix design strength shall be verified by a minimum of 6 test cylinders, the results of which shall accompany the mix design data submitted. One of the 6 cylinders shall be tested at 3 days, two at 7 days, and three at 28 days. The slump of all concrete shall be four inches (4"), plus or minus one inch (1"), unless otherwise stated on the plans, in the Special Conditions, or in other sections of these specifications.

Flyash shall not be used to replace more than 20 percent by weight of the Portland cement needed for the mix.

401.07 BATCHING AND MIXING. The concrete shall be batched and mixed in approved batching machines and/or mixers. The concrete shall be mixed for a minimum of two (2) minutes for batches of 2 cubic yards or less and the time shall be increased a minimum of 15 seconds for each additional cubic yard or fraction thereof. Concrete shall be placed within one (1) hour after the introduction of water to the cement and aggregates.

Ready mixed concrete may be used, provided that the concrete produced and the methods of producing the concrete conforms to the specifcations and the equipment and methods are in accordance with ASTM Specifications C 94, "Specifications for Ready-Mixed Concrete." The Engineer shall have free access to the mixing plant at all times.

The batching of cement and aggregates shall be by weight with a maximum tolerance of one (1) percent for cement and two (2) percent for each aggregate and the cumulative total of the aggregate.

Water measurement for the concrete may be by volume or weight but the method used shall be accurate to within one (1) percent.

The moisture content of the sand shall be checked and recorded periodically and the mixing water quantity adjusted to keep the concrete consistency reasonably constant.

All admixtures, including those cited within this Section of the specifications or within other Sections of the specifications, shall be approved by the Engineer prior to use. Unless otherwise approved, all admixtures shall be added separately and shall be added at the mixer.

401.08 CONCRETE TIME LIMIT. The length of time that the concrete can be held in the truck shall conform to the following:

(a) Air temperature 45 degrees F to 80 degrees F – 90 minutes maximum.

(b) Air temperature over 80 degrees F with a retarder added to the mix - 90 minutes maximum.

(c) Air temperature over 80 degrees F without a retarder added to the mix –60 minutes maximum.

401.09 FORMS. The design and engineering of the formwork, as well as its construction, shall be the responsibility of the Contractor. The formwork shall be designed for the loads and lateral pressures outlined in ACI Standard 347, Recommended Practice for Concrete Formwork.

The Contractor shall provide all forms required for the proper execution of the concrete work. Forms for concrete shall be rigidly braced so that they cannot bulge or warp and thereby leave an unworkmanlike finished surface. They may be constructed of any material with sufficient strength to give the finished work a satisfactory surface. Forms for concrete which are to be left exposed shall be lined with plywood, except where special form liners or other special finish is specified. The forms must be sufficiently tight so that mortar cannot escape from the concrete in an appreciable quantity in the opinion of the Engineer. Joints in form boards for exposed areas shall be arranged to produce a uniform pattern with a minimum of joints.

Form accessories to be partially or wholly embedded in the concrete, such as ties and hangars, shall be a commercially manufactured type. Non-fabricated wire is not acceptable. The portion remaining within the concrete shall leave no metal within one (1) inch of the surface when the concrete is to be exposed to view. Spreader cones on ties shall not exceed one (1) inch in diameter.

All forms shall be treated with form oil to prevent bonding of forms to concrete. The coating shall be applied prior to the placement of steel reinforcement whenever possible. The coating shall be of a type that will not inhibit the bond of any applied finishes.

401.10 REINFORCEMENT. The fabrication of all reinforcement shall be in accordance with ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures.

All reinforcing bars shall be bent cold. Bars shall be bent before they are placed in the forms. No field bending of bars partially embedded in concrete will be permitted.

All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position so that it will not be subject to displacement during concreting operations. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. The reinforcement shall be placed and secured to provide the concrete protection and embedment specified in ACI Standard 318.

All welded wire fabric may be furnished in rolls and shall be lapped not less than 6 inches on all sides.

Shop drawings and bending details shall be supplied by the Contractor when required.

401.11 EMBEDDED ITEMS. Before placing concrete, any items that are to be embedded shall be firmly and securely fastened in place as indicated. All such items shall be clean and free from coatings, rust, scale, oil, or any foreign matter. The embedding of wood shall be avoided. During concreting operations, the concrete shall be spaded and consolidated around and against embedded items.

401.12 PLACING CONCRETE. Before any concrete is placed, the reinforcing steel, forms, and subgrade shall be thoroughly cleaned of hardened concrete, rust, chips, sawdust, mud, dried porous earth or other foreign materials. The subgrade, forms and reinforcing steel shall all be free of ice or frost and free water. Concrete shall not be placed until the approval of the subgrade, forms, reinforcing steel and other related conditions has been given by the Engineer. The Contractor shall furnish the Engineer with a minimum notice of 24 hours of his intention to place concrete.

Before depositing concrete on or against concrete which has taken its initial set, the surface of the hardened concrete shall be completely cleaned of all foreign matter and latency, the inferior surface concrete removed and the remaining surface of the hardened concrete roughened. The forms and reinforcement shall also be completely cleaned of all mortar and loose material. A layer of grout of the same cement-sand ratio as the concrete, but without coarse aggregate, shall then be placed to a thickness of approximately one-half (1/2) inch on the cleaned surface after which the new concrete shall be immediately placed.

In placing concrete, care shall be taken that the freshly placed mass is so placed and vibrated that there is no tendency for the coarse aggregate to segregate from the mortar, that no rock pockets are left, that the concrete flows readily around the steel, and embedded items and into the extremities of the forms.

The concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. The free fall of the concrete shall be held to a minimum and no fall greater than five (5) feet will be permitted without the approval of the Engineer.

No concrete will be deposited without vibration. Vibrating shall not be continued in any one spot to the extent that pools of grout are formed. Mechanical vibrators shall have a minimum frequency of 7000 revolutions per minute and shall be operated by competent workmen. Over-vibrating and the use of vibrators to transport concrete within the forms shall not be allowed. Vibrators shall be inserted and withdrawn at many points, from 18 to 30 inches apart. At each insertion, the duration shall be sufficient to consolidate the concrete, but not sufficient to cause segregation, generally from 5 to 15 seconds duration. A spare vibrator shall be kept on the job site during all concrete placing operations.

In addition to vibrating, the concrete shall be hand rodded around embedded items, connections of reinforcement and in the corners of forms. The placement of the concrete shall be carried on at a rate such that the formation of cold joints will not be permitted. If a section cannot be placed continuously, construction joints shall be positioned at approved locations.

401.13 JOINTS. Joints shall be at the locations and of the type shown on the plans unless otherwise approved by the Engineer. Joints not shown on the drawings shall be

made and located so as to least impair the strength of the structure and shall be approved by the Engineer.

When the placing of concrete is suspended, necessary provisions shall be made for joining the future work before the placed concrete takes its initial set. Longitudinal keys not less than 1 ½ inches deep shall be provided in all joints in walls and between walls and slabs or footings. All reinforcing steel shall be continued across joints. Dowels shall be provided at joints as directed by the Engineer.

Expansion and construction joints in slabs shall be constructed so as to allow the normal finishing operations to be executed and completed over the joint. After the final finish, but before the concrete has taken its initial set, the edges of the slab and on each side of expansion and construction joints shall be worked with an approved tool and rounded to a 1/4 inch radius. A well defined and continuous radius shall be produced and a smooth, dense mortar finish obtained.

The surface of the slab shall not be unduly disturbed by tilting the tool during use. Tool marks shall be eliminated by brooming and refinishing the surface. The rounding of the corner of the slab shall not be disturbed in the refinishing operation.

All concrete shall be completely removed from the top of the joint filler at expansion joints.

401.14 REMOVAL OF FORMS. Removal of forms shall be done in a manner which will assure complete safety of the structure and concrete. Except for portions of structures supported on shores, the removal of wall forms, slab edge forms, beam forms and similar vertical forms may be commenced after 24 hours provided the concrete is sufficiently hard and will not be injured. In no case shall the supporting forms and shoring be removed from beneath beams or slabs until the representative concrete cylinder tests indicate that the concrete has attained a compressive strength of 2500 psi or better and not sooner than 7 days after the concrete is placed, except by permission of the Engineer.

401.15 CURING CONCRETE. Concrete shall be maintained above 50 degrees F and in a moist condition for at least the first 7 days after placing, except that high-early-strength concrete shall be so maintained for at least the first 3 days. When wood or steel forms are used and left in place during curing, they shall be kept wet at all times. If the forms are removed before the end of the 7-day curing period, the concrete shall then be sprayed with a curing compound as specified for exposed surfaces.

Exposed surfaces of concrete shall be cured using the approved curing compound except where special finishes require the use of other curing materials. Curing compounds shall be applied with approved spraying equipment and shall be applied at the coverage rate recommended by the manufacturer. The second coat shall be applied in a direction

approximately at right angles to the direction of application of the first coat. The compound shall form a uniform, continuous, coherent film that will not check, crack, or peel and shall be free from pinholes or other imperfections. Concrete surfaces which are subjected to rainfall within 3 hours after the curing compound has been applied, shall be re-sprayed.

401.16 HOT WEATHER CONCRETING. This section shall apply to all concrete work done when the air temperature is 80 degrees F or forecasted to rise above this temperature within 24 hours after placement of the concrete.

The temperature of concrete when placed in the forms shall not exceed 90 degrees F.

Mixing water shall be kept cool and storage tanks and supply lines shall be shaded or adequately insulated. Aggregate stockpiles shall be saturated and the surfaces kept moist by intermittent sprinkling.

The amount of mixing and agitating should be held to the minimum practicable. It is recommended that the number of revolutions of the mixer or agitator truck not exceed 125.

When approved in writing by the Engineer, a water reducing and retarding admixture or a high-range water reducer (super-plasticizer) may be used.

The length of time that the concrete can be held in the truck shall conform to the following:

(a) Air temperature over 90 degrees F with a retarder added to the mix, 90 minutes maximum.

(b) Air temperature over 80 degrees F without a retarder added to the mix, 60 minutes maximum.

When it is windy, water may be evaporated from the surface rapidly, thus tending to produce plastic shrinkage cracks and cold joints. A fog spray of water shall be used to cool the air before and after finishing operations.

401.17 COLD WEATHER CONCRETING. This section shall apply to all concrete work done when the air temperature is 40 degrees F or forecasted to drop below this temperature within 24 hours after placement of the concrete.

Plans to protect fresh concrete from freezing and to maintain temperatures above the designated minimums for the required time after placing, shall be made in advance of expected low temperatures and reported to the Engineer. The work shall be done entirely at the Contractor's risk.

Before placing concrete during cold weather the forms and reinforcing shall be free of snow, frost, and ice. All surfaces which are to be in contact with the newly-placed concrete shall be at a minimum temperature of 35 degrees F to prevent early freezing of the concrete or seriously prolonging its hardening.

The minimum concrete temperature during placement shall be 55 degrees F. This minimum concrete temperature prior to placement, may be attained by heating the mixing water, by heating the aggregates, or by a combination of these two items. Mixing water shall be heated to a maximum temperature of 150 degrees F.

Heat of hydration shall be retained in the concrete by the use of insulated forms and insulating blankets. The concrete shall be maintained at a temperature of not less than 55 degrees F for a minimum period of 3 days. All concrete damaged by frost action shall be removed and replaced at the Contractor's expense.

Water reducing accelerators, conforming to ASTM C 494, "Chemical Admixture for Concrete", Type E, may be used with the written permission of the Engineer.

401.18 FINISHING. All surfaces which are to be exposed to view after the completion of all work shall be free from conspicuous lines or other irregularities caused by defects in the forms. These surfaces shall be finished in the following manner. Immediately after the forms are removed, all depressions and voids shall be patched and all fines and other imperfections removed. Metal form ties shall be cut off 3/4 inch deep in the concrete and grouted. The area to be patched and an area at least 6 inches wide surrounding it shall be dampened to prevent absorption of water from the patching mortar.

The bonding grout shall be prepared using a mix of approximately 1 part cement to 1 part fine sand passing a No. 30 mesh sieve. It shall be mixed to the consistency of thick cream and shall then be well brushed into the surface. The patching mixture shall be made of the same material and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 1 part cement to 2 1/2 parts sand by damp loose volume. The quantity of mixing water shall be no more than necessary for handling and placing. The patching mortar shall be mixed in advance and allowed to stand with frequent manipulation with a trowel, without addition of water, until it has reached the stiffest consistency that will permit placing.

After the surface water has evaporated from the area to be patched, the bond coat shall be well brushed into the surface. When the bond coat begins to lose the water sheen, the premixed patching mortar shall be applied. The mortar shall be thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, it shall be left undisturbed for at least one (1) hour

before being finally finished. The patched area shall be kept damp for 7 days. Metal tools shall not be used in finishing a patch in a formed wall which will be exposed.

The finished surfaces of concrete shall be as follows, depending upon their location.

(a) WALLS EXPOSED TO VIEW. Following the patching procedures outlined, the surface of the concrete shall receive a grout-cleaned finish. After the concrete is predampened, a mixture consisting of 1 part cement and 1 1/2 parts sand passing the No. 16 sieve shall be mixed with "Tite-Crete" to form a slurry and shall be spread over the surface with clean burlap pads or rubber floats. Any surplus shall be removed by scraping and then rubbing with clean burlap.

(b) WALLS NOT EXPOSED TO VIEW. The surface of the concrete shall be patched as previously specified. Fins exceeding 1/4 inch in height shall be rubbed down with wooden blocks. The surface shall otherwise be left with the texture imparted by the forms if they are reasonably true to line and plane.

(c) UNFORMED SURFACES. Tops of walls and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed and shall be floated to a texture reasonably consistent with that of the formed surfaces. Final treatment on formed surfaces shall continue uniformly across the unformed surfaces.

(d) INTERIOR FLATWORK. All exposed concrete surfaces shall be true, smooth, free from open or rough spaces, depressions or projections. The finished surface shall be checked for trueness of surface which shall be level within 1/4 inch in 10 feet. Irregularities shall be corrected.

After the concrete has been placed, struck off, consolidated and leveled, the concrete shall not be worked further until ready for floating. Floating shall begin when the water sheen has disappeared and/or the mix has stiffened sufficiently to permit the proper operation of a power-driven float. The surface shall then be consolidated with power-driven floats. Hand floating with wood or cork-faced floats shall be used in locations inaccessible to the power-driven machine.

After the moisture has disappeared, steel trowel the surface to a smooth, even impervious finish, free from trowel marks. After the surface has set sufficiently to ring the trowel, it shall be given a second troweling to a burnished finished.

The use of a cement paste or dry cement and sand as a topping or to absorb moisture is strictly prohibited.

(e) EXTERIOR FLATWORK. All exterior pavements, sidewalks and slabs shall be finished the same as interior flatwork except the finish shall be broomed, unless otherwise specified in other section of these specifications.

(f) SPECIAL FINISHES. Special finishes to be used on a given type of work shall be specified in the section of the specifications concerning that work. Finishes specified elsewhere in these specifications shall take preference over the finishes described above.

401.19 DEFECTIVE WORK. Any defective work disclosed after the forms have been removed or slabs straightedged, shall be immediately removed and replaced. If any dimensions are deficient, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

401.20 SEALING JOINTS. All joints in concrete slabs shall be thoroughly cleaned after the curing period. The cleaning shall remove all foreign material, joint sawing residue, dirt and other deleterious matter. The joint shall then be sealed with the specified joint sealing compound, applied by pressure, if necessary.

Joints shall be slightly underfilled to prevent extrusion of the sealer. The sealer shall be brought to within 1/8 inch to 1/4 inch from the top of the slab surface.

The cleaning and filling shall be carefully done with proper equipment in a manner to obtain a neat appearing joint free from excess joint filler.

401.21 BASIS OF PAYMENT. Separate payment for concrete and concrete work will not be made under this section of the specifications. If payment is to be made separately for concrete and concrete work, it shall be as stated in the section of these specifications where the item is called for. Unless otherwise stated in other sections and in the Proposal, the concrete and concrete work, including all labor, materials, tools, equipment, supplies and incidentals for completed concrete work in place, will be paid for as a part of the applicable unit price listed in the Proposal for the items requiring concrete work. Said payment shall be considered full compensation for all labor, equipment, concrete, reinforcing steel, excavation, and backfill and other related items necessary for the work included in this section of the specifications.

SECTION 410 CONCRETE CURB AND GUTTER

Last Revised July 6, 2011

410.01 DESCRIPTION. The work included under this section of the specifications shall consist of the construction of concrete curb and gutter. This work shall include all fine grading, form work, concrete, finishing and related and incidental work necessary for the completed curb and gutter.

410.02 APPLICABLE SPECIFICATIONS. All concrete and concrete work in this section shall be in accordance with Section 401 "Concrete", unless otherwise noted.

410.03 MATERIALS. All materials used in the construction of curb and gutter shall be in accordance with the following specifications.

(a) CONCRETE. All concrete shall be class "AA" (3,500 psi) air entrained, as specified in Section 401 of these specifications. The maximum size aggregate used shall be 1½" with a gradation conforming to ASTM C 33, Gradation No. 467. Reinforcement shall be fiber reinforcement conforming to the requirements of Section 401.02(k).

(b) EXPANSION JOINT MATERIAL. Expansion joint filler shall be a bituminous preformed expansion joint filler of the non-extruding and resilient type conforming to ASTM Standard D 1751.

(c) JOINT SEALER. The joint sealer for all joints shall be of the hot-poured rubber asphalt, elastic type, conforming to ASTM Standard D 1190.

410.04 CONSTRUCTION METHODS.

(a) SUBGRADE PREPARATION. Subgrade preparation shall be as specified in other sections of these specifications.

(b) FORMS. Forms shall be of metal or wood, free from warp, of sufficient strength to resist springing during the process of depositing concrete. They shall be securely set, staked and braced to the required line and grade. All forms shall be cleaned and oiled before concrete is placed against them.

At the option of the Contractor and with the approval of the Engineer, slip form equipment may be used for the construction of concrete curb and gutter. Slip form equipment shall produce a curb and gutter section conforming to the shape and dimensions shown on the plans. Slip form equipment shall have an automatic sensor for control of alignment and grade.

(c) PLACING and FINISHING. Curb and gutter shall be constructed to the line and grade and in accordance with the detail shown on the plans.

Mixing, placement and finishing of concrete shall conform to Section 401 of these specifications.

The subgrade shall be moistened immediately prior to placing of the concrete. Concrete shall be placed in the forms and shall be thoroughly consolidated until all voids are removed. Edges along the forms shall be spaded to prevent honeycomb. Face forms shall be stripped as soon as the concrete has set sufficiently. Exposed surfaces of the curb and gutter section shall be trowelled to a smooth and even surface and shall be given a light broom finish applied parallel to the longitudinal axis of the curb and gutter.

Construction of curb and gutter at storm drainage inlets shall conform to the details shown on the plans and as specified in other sections of these specifications.

(d) JOINTS.

(1) EXPANSION JOINTS. Expansion joints shall be provided at the locations shown on the plans. The preformed expansion joint material shall have a thickness of ½" and shall be installed the full depth of the curb and gutter, except the top of the joint filter shall be placed ½" below the surface. All transverse expansion joints shall be of a single section of the preformed material. The top ½" of the joint shall be filled with the specified joint sealer.

(2) CONTRACTION JOINTS. Contraction joints shall be placed at 20' intervals. The joints shall be constructed using jointing tools or by sawing. Joint tools shall have a minimum bite of 1", a maximum width of ¼" and rounded edges. Saw cuts shall have a minimum depth of 1" and a width of ¼". Joints shall be constructed at right angles to the curb line.

The tooled or sawed joint shall be filled with the specified joint sealer.

(e) SURFACE TEST. The surface of the curb and gutter shall be checked with a 10 foot straight edge. The maximum variation shall not exceed ¼" in 10 feet. Curb and gutter which has a surface variation exceeding the specified limit shall be removed and replaced at the expense of the Contractor.

(f) CURING. The concrete curb and gutter shall be cured with a liquid membrane curing compound as specified in Section 401 of these specifications. Pedestrian and vehicular traffic shall be excluded from the use of the concrete for at least 72 hours.

g) BACKFILL. After the concrete has set sufficiently, the area behind the curb shall be backfilled. Backfill material, placement and compaction shall be as specified in other sections of these specifications.

410.05 MEASUREMENT AND PAYMENT. The measurement and payment of the work included in this section of the specifications shall be at the unit price per linear foot listed in the proposal. Payment at the contract price shall be considered full compensation for all fine grading, forming, concrete, jointing, finishing and related work necessary for the completed curb and gutter.

No separate payment will be made for removal of existing curbs or curb and gutter unless otherwise specified and included in the proposal.

Payment for concrete gutter at storm drainage inlets shall be as specified in Section 501 of these specifications. No deduction in the curb and gutter quantity will be made for the inlets.

Payment will be made under:

Item	Unit
Curb and Gutter	Linear Foot
Curb and Gutter (Mountable Type)	Linear Foot
Curb (Integral w/Pavement)	Linear Foot

SECTION 420 CONCRETE PAVEMENT APRONS AND SWALES

Last Revised March 4, 2011

420.01 DESCRIPTION. This work shall consist of the construction of Portland cement concrete pavement aprons, swales and miscellaneous concrete slabs. This work shall include all fine grading, form work, concrete, reinforcement, finishing and related and incidental work necessary for the completed improvements.

420.02 APPLICABLE SPECIFICATIONS. All concrete and concrete work in this section shall be in accordance with Section 401, 'Concrete' unless otherwise noted.

420.03 MATERIALS. All materials used in the construction of concrete pavement shall be in accordance with the following specifications.

(a) CONCRETE. All concrete shall be Class 'AA' (3500 psi) air entrained (with Fibermesh or equivalent at manufacturer's recommended dosage) as specified in Section 401 of these specifications. The maximum size aggregate used shall be 1" with a gradation conforming to ASTM C 33, Gradation No. 57 or No. 67. Reinforcement shall be fiber reinforcement conforming to the requirements of Section 401.02(k).

(b) EXPANSION JOINT MATERIAL. Expansion joint filler shall be a bituminous preformed expansion joint filler of the non-extruding and resilient type conforming to STM Standard D 1751.

(c) JOINT SEALER. The joint sealer for joints shall be one part self-leveling silicone sealer (Dow-Corning 890-SL or approved equivalent).

(d) DOWEL BARS. Dowel bars shall comply with AASHTO M 31. Each bar shall be coated from one end to a minimum distance of 2 inches greater than half the length of the bar with a film of epoxy, plastic, epoxy paint, zinc chromate primer, zinc strontium phosphor-silicate primer or tar paint. When bar coatings are found to be damaged prior to or during installation, such bars shall be replaced with acceptable bars prior to paving.

420.04 CONSTRUCTION METHODS.

(a) SUBGRADE PREPARATION. Earthwork, subgrade preparation and compaction shall be as specified in other sections of these specifications. At the Contractor's option, a sand leveling course of 1 inch minimum thickness may be utilized.

(b) FORMS. Forms shall be metal or wood, free from warp, and of sufficient strength to resist springing during the process of depositing and consolidating the concrete. They shall be securely staked, braced, set and held firmly to the required line and grade. All forms shall be cleaned and oiled before concrete is placed against them.

(c) CURBS. Pavements designated to receive curbs shall have the curbs placed integral with the concrete pavement. Curbs shall be constructed to the cross section shown on the plans.

(d) PLACING and FINISHING. The subgrade shall be thoroughly moistened immediately prior to the placing of the concrete.

The mixing and placing of concrete shall conform to the requirements of Section 401. The concrete shall be deposited in one course for the entire width of the pavement. The concrete shall be thoroughly consolidated until all voids are removed and the edges along the forms spaded to prevent honeycomb. The top shall then be struck off to the true grade and tamped or vibrated sufficiently for free mortar to appear on the surface. It shall then be finished to a true and even surface, free of water retaining depressions, with a wood float. After the water has disappeared, the surface shall be given a final finish by brooming with a soft-bristled broom.

Pavement and joint edges shall be rounded with a ¼" radius. Care shall be taken that the edger does not leave an impression in the top of the slab so deep that the indentation cannot be removed with the subsequent finishing operations.

(e) CONTRACTION JOINTS. Contraction joints shall be placed at the locations shown on the plans. The joints may be constructed using jointing tools or by sawing. Joint tools shall have a minimum bite of 1½", a maximum width of ¼", and rounded edges.

The tooled or sawed joint shall be cleaned and filled with the specified joint filler.

(f) EXPANSION JOINTS. Expansion joints shall be placed at the locations shown on the plans. The preformed expansion joint material shall have a thickness of ½" and shall be installed the full depth of the pavement, except the top of the joint filler shall be placed ½"' below the surface.

The top ½" of the joint shall be filled with joint sealer.

(g) CONSTRUCTION JOINTS. Construction joints shall be placed at the locations shown on the plans. Construction joints shall be keyed or doweled as shown on the plans. When a preformed metal key form is used. The metal form shall be removed after the specified curing time and prior to placing of adjacent pavement. Joints shall be finished with a ¼" radius edger.

(h) CURING. The concrete shall be cured with a liquid membrane curing compound as specified in Section 401 of these specifications. All traffic, both pedestrian and

vehicular shall be excluded from the use of the concrete for at least 72 hours. The Engineer will determine when the pavement will be opened to traffic.

420.05 TOLERANCES. Pavement surfaces shall be checked for smoothness with a 10 foot straight edge. Areas showing high spots of more than ¼", but not exceeding ½" shall be reduced by grinding to an elevation within the ¼" tolerance. Deviations greater than ½" in 10 feet shall be corrected by removing and replacing the pavement at the Contractor's expense.

The thickness of the concrete pavement shall be as shown on the plans. Any pavement found to be less than the specified thickness shall be removed and replaced by the Contractor without compensation.

420.06 BACKFILL. After the concrete has set sufficiently, the forms shall be removed. This shall be done not sooner than 24 hours after the concrete has been placed. The forms, stakes and other debris shall then be removed and the spaces adjacent to the pavement shall be filled with suitable material as specified in other sections of these specifications.

420.07 MEASUREMENT AND PAYMENT. Concrete pavement aprons, swales and miscellaneous slabs will be measured by the square yard of finished surface.

Payment at the unit price per square yard under this item in the proposal shall be considered full compensation for all equipment, tools, material, labor, supplies and incidentals necessary for the subgrade preparation, forming, concrete, concrete work, reinforcement, jointing, backfilling and other items necessary for the completed improvements.

No separate payment will be made for removal of existing pavements unless otherwise specified and listed in the proposal.

Payment will be made under:

Pay Item	Pay Unit
Concrete Pavement (__" Thickness)	Square Yard
Concrete Aprons & Swales (__" Thickness)	Square Yard

SECTION 440 CONCRETE SIDEWALKS

Last Revised March 4, 2011

440.01 DESCRIPTION. The work included under this section of the specifications shall consist of the construction of Portland cement concrete sidewalks. This work shall include all fine grading, form work, concrete, finishing and related and incidental work necessary for the completed sidewalks including handicap ramps and steps.

440.02 APPLICABLE SPECIFICATIONS. All concrete and concrete work in this section shall be in accordance with Section 401, "Concrete", unless otherwise specified.

440.03 MATERIALS. All materials used in the construction of sidewalks shall be in accordance with the following specifications.

(a) CONCRETE. All concrete shall be Class "AA" (3500 psi), air entrained, as specified in Section 401 of these specifications. The maximum size aggregate used shall be 1" with a gradation conforming to ASTM C 33, Gradation No. 57 or No. 67. Reinforcement shall be fiber reinforcement conforming to the requirements of Section 401.02(k).

(b) EXPANSION JOINT MATERIAL. Expansion joint filler shall be bituminous preformed expansion joint filler of the non-extruding and resilient type conforming to ASTM Standard D 1751.

440.04 CONSTRUCTION METHODS.

(a) SUBGRADE PREPARATION. The subgrade shall be excavated to the required depth as shown on the plans and as directed by the Engineer. All soft and yielding material shall be removed and replaced with suitable material and the entire subgrade shall be thoroughly compacted with approved mechanical tampers. At the Contractor's option, a sand leveling course of 1" thickness may be utilized.

(b) FORMS. Forms shall be of metal or wood, free from warp, of sufficient strength to resist springing during the process of depositing concrete. The forms shall have a depth approximately equal to the edge thickness of the sidewalk. They shall be securely staked, braced, set and held firmly to the required line and grade. All forms shall be cleaned and oiled before concrete is placed against them.

(c) PLACING AND FINISHING. The subgrade shall be thoroughly moistened immediately prior to the placing of the concrete.

The concrete shall be deposited in one course for the entire width of the sidewalk. The concrete shall be thoroughly consolidated until all voids are removed and the edges along the forms spaded to prevent honeycomb. The top shall then be struck off to the true grade and tamped or vibrated sufficiently for free mortar to

appear on the surface. It shall then be finished to a true and even surface, free of water retaining depressions, with a wood float.

After the water has disappeared, the surface shall be given a final finish by brushing with a white-wash brush. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, with adjacent strokes lightly overlapping, producing a uniform, slightly roughened surface with parallel brushmarks.

Edges shall be rounded with a 1/4" radius, including edges at joints. Care shall be taken that the edger does not leave an impression in the top of the slab so deep that the indentation cannot be removed with the subsequent finishing operations.

(d) MACHINE PLACEMENT. At the Contractor's option an approved slipform/extrusion machine may be used to place applicable sections of the sidewalk. The machine approved shall be so designed as to place, spread, consolidate, screed and finish the concrete in one complete pass in such a manner that a minimum of hand finishing will be necessary to provide a dense and homogeneous concrete section. The machine shall shape, vibrate and/or extrude the concrete for the full width and depth of the concrete section being placed. It shall be operated with as nearly a continuous forward movement as possible. All operations of mixing, delivery and spreading concrete shall be so coordinated as to provide uniform progress, with stopping and starting of the machine held to a minimum.

The finished texture of the sidewalk and the joint locations shall be identical for either the machine placed or formed methods.

(e) CONTRACTION JOINTS. Contraction Joints shall be cut transversely at intervals of approximately 4 feet and not exceeding 5 feet. These joints shall be constructed at right angles to the centerline of the sidewalk. The jointing tool shall have a minimum bite of 1/2", a maximum width of 1/4" and rounded edges. The joints may be sawed at the Contractor's option.

(f) EXPANSION JOINTS. Expansion joints shall be provided at the locations shown on the plans and shall be placed at maximum intervals of 100' unless otherwise shown on the plans.

At locations where obstructions such as power poles, fire hydrants, water meters, street signs are encountered, expansion joints shall be placed transversely in the sidewalk. Expansion joint material shall surround these obstructions. The transverse expansion joint shall be centered on the diameter of the obstruction.

The preformed expansion joint material shall have a thickness of 1/2" and shall be installed the full depth of the walk except the top of the joint filler shall be placed 1/4" below the surface of the sidewalk. All transverse expansion joints

shall be formed of a single section of the preformed material.

(g) Exposed surfaces of concrete may be cured by maintaining them continuously wet for the duration of the entire curing period or the concrete may be cured with an approved curing compound of the surface membrane type. The curing compound shall be applied in a two-coat continuous operation by approved spraying equipment and at a coverage of not more than 200 square feet per gallon for both coats. All concrete surfaces on which curing compound has been applied shall be adequately protected for the duration of the entire curing period from any damage that would disrupt the continuity of the curing membrane.

The curing compound shall conform to ASTM Designation C 309 "Liquid Membrane-Forming Compounds for Curing Concrete". The compound shall be the clear or translucent type and shall contain a fugitive dye to assist in securing uniform coverage. The compound shall be approved by the Engineer prior to use.

440.06 HANDICAP SIDEWALK RAMP. Ramps shall be placed in the sidewalk at the locations shown on the plans or as designated by the Engineer. Ramps shall be constructed and finished as sidewalk construction. The cross slope of ramps and level landings shall not exceed 2%. Cast-in-place tactile panels used shall be composed of a vitrified polymer composite material. The tactile panels shall be cast into the wet concrete. Surface applied products shall not be allowed. The cast-in-place tactile panels shall meet the size and spacing requirements shown in the plans.

440.07 BACKFILL. After the concrete has set sufficiently, the forms shall be removed. This shall be done not sooner than 24 hours after the concrete has been placed. The forms, stakes and other debris shall then be removed and the spaces adjacent to the sidewalks shall be filled with suitable material approved by the Engineer, compacted until firm and the surface neatly graded. The top 4" of finished grade soil shall be topsoil.

440.08 MEASUREMENT AND PAYMENT. The measurement and payment of the work included in this section of the specifications shall be at the unit price per square yard listed in the proposal for "Concrete Sidewalks" and "Concrete Steps". Payment shall be considered full compensation for all equipment, tools, material, labor, supplies and incidentals necessary for the subgrade preparation, sand leveling course, forming, concrete, concrete work, jointing, backfilling, handicap access ramps and other items necessary for the completed construction of the concrete sidewalks. The area measured for steps will be that of the treads only.

No separate payment will be made for cutting and removal of existing sidewalks, curbs, curb & gutter, steps, and pavement unless otherwise specified.

When included in the bid form, handicap access ramps will be measured by the unit. No separate payment will be made for removal and replacement of curbs, curb and gutter or existing sidewalks unless otherwise specified.

Payment will be made under:

Pay Item	Pay Unit
Concrete Sidewalk (__" Thickness)	Square Yard
Concrete Steps	Square Yard
Handicap Sidewalk Ramp	Each

SECTION 501 STORM DRAINAGE IMPROVEMENTS

Last Revised March 23, 2009

501.01 SCOPE OF WORK. The work included in this section of the specifications shall consist of furnishing and installing storm drainage facilities and repair and modification of existing structures. This work shall also include cleaning of existing facilities.

501.02 APPLICABLE SPECIFICATIONS. All materials and construction methods shall be in accordance with these specifications and with the standards referenced herein. Other specifications which are applicable are the General and Special Conditions and technical specifications which are referred to within the referenced specifications.

501.03 MATERIALS.

(a) PIPE. Pipe material shall be reinforced concrete or smooth wall corrugated plastic pipe.

Reinforced concrete pipe shall conform to ASTM C 76, latest revision. RCP shall have Wall 'B' and shall be a minimum of Class III or the class shown on the plans or in the Proposal. Pipe shall have tongue and groove or bell and spigot joint design unless otherwise approved by the Engineer. Joint filler shall be a cold applied plastic type conforming to AASHTO M 198, Type B or O-ring gaskets meeting the requirements of ASTM C 361. The pipe manufacturer shall furnish certification of compliance with the referenced standards.

Corrugated plastic pipe shall have a smooth interior and annular exterior corrugations. Pipe and joints shall meet the requirements of AASHTO M 294, Type S or ASTM F 2306.

(b) MANHOLE COVERS. Manhole frames and covers shall be cast iron conforming to ASTM A 48. Ring frames shall have a minimum opening of 22" in diameter.

Frames and covers to be used in sidewalks or other areas which are not subject to traffic loadings shall be light duty and shall be similar and equal to Model No. 125-24A as manufactured by Western Iron Works.

Frames and covers to be used in streets or other areas subject to traffic loading shall be heavy duty and shall be similar and equal to No. R-6041 -A (slab construction) as manufactured by Neenah Foundry Company or Model No. 250-24A (manhole construction) manufactured by Bass and Hays Foundry, Inc. Covers which will be subject to traffic shall have machined bearing surfaces to prevent rocking of the cover.

(c) CONCRETE. Concrete and reinforcement shall conform to Section 401 of these specifications. Concrete shall be Class A (3000 psi), air entrained, unless noted

otherwise. Maximum aggregate size shall be 1 ½" with a gradation conforming to ASTM C 33, Gradation No. 467.

(d) GRANULAR FILL (GRAVEL BEDDING). Granular fill used as gravel bedding shall be crushed stone or gravel. The material shall be well graded containing several sizes of particles ranging from a ¾" maximum size to a No. 4 material. Unless otherwise provided by the Engineer, the material shall meet the gradation requirements of ASTM C 33, Gradation No. 67.

(e) SELECT BACKFILL. Select backfill shall be a granular material, maximum particle size of 3 inches, graded from coarse to fine, conforming to AASHTO classification A-1, A-2-4 or A-2-5, or a sandy or gravely clay conforming to classification A-2-6 or A-6 with the exception that the plasticity index shall not exceed 20.

The Contractor shall furnish, at his expense, test data to indicate compliance of select material with this specification.

501.04 CONSTRUCTION METHODS.

(a) TRENCHING AND PIPE INSTALLATION.

(1) GENERAL. The trench shall be excavated so that the pipe or culvert can be laid to required alignment and grade established by the Engineer. No deviation shall be made from the required line or grade except with the written consent of the Engineer.

Whenever obstructions not shown on the plans are encountered during the progress of the work and interfere to such an extent that an alteration in the plans is required, the Engineer shall have the authority to change the plans and order a deviation from the line and grade or arrange with the Owners of the structures for the removal, relocation or reconstruction of the obstructions.

The excavation of trenches shall not advance more than 150 feet ahead of the completed backfill without permission from the Engineer. All excavation shall be in open cut.

Existing storm drain pipe and pipe culverts designated to be abandoned shall remain in place unless removal is noted on the plans or in other sections of these specifications. Existing inlets, junction boxes, box culverts and other structures shall be removed in their entirety unless otherwise specified.

(2) TRENCH EXCAVATION. The Contractor shall accurately excavate all the material encountered within the lines and grades shown on the plans and as specified and established by the Engineer.

Below a point 12" above the outside top of the pipe, the trench shall have vertical sides and shall have a minimum width equal the pipe outside diameter plus 18" and a maximum width equal the pipe outside diameter plus 36".

At any point where the width of the lower portion of the pipe trench exceeds these limits corrective measures shall be taken by the Contractor. As directed by the Engineer, the Contractor shall provide either pipe of adequate strength, special pipe embedment, or a concrete cradle as required by the loading conditions. These corrective items shall be furnished and installed by, and at the expense of, the Contractor, and no additional payment will be made.

The mechanical excavation of the trench shall be terminated a minimum of 2" above finished grade. The remainder of the excavation shall be done at the time the subgrade is prepared.

Material suitable for backfilling shall be piled in an orderly manner sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not required or unsuitable for backfill shall be removed and wasted as indicated or as directed by the Engineer.

Where necessary to protect the labor, the work or adjacent property, the Contractor shall provide and install shoring. The material used shall be of suitable dimensions and strength to prevent the settlement or movement of the ground adjacent to the trench and to prevent damage to all surface or subsurface structures. The adequacy and need of the sheeting and bracing shall be the complete responsibility of the Contractor. The shoring shall remain in place until the backfill has proceeded to a point where it can safely be removed, except that, if in the opinion of the Engineer, damage is likely to result from withdrawing shoring, it shall remain in place. No separate payment will be made for sheeting, shoring and bracing.

If rock is present at the grade line of the trench, it shall be excavated to an elevation at least 6" below grade. Rock shall consist of sedimentary or other types of rock which cannot be excavated without the use of rippers or impact hammers. Rock excavation shall include boulders and deposits of concrete with a volume of 1/2 cubic yard or more. No explosives shall be used. The trench shall then be backfilled with selected material to a

point approximately 2" above grade. The backfill material shall consist of gravel bedding or earth thoroughly compacted by tamping. This backfill shall be placed prior to the time the sewer is laid.

If the soil at the bottom of the trench is unstable and in such condition that it cannot be properly shaped and graded, the trench shall be excavated to a depth determined by the Engineer and backfilled to the necessary grade with crushed stone or gravel well compacted by tamping. This material shall be placed to an elevation sufficient to provide a cradle for the lower quarter of the pipe circumference.

All excavation shall be dewatered before any construction is undertaken therein. All pipe shall be laid in dry trenches and all concrete shall be placed only upon dry and firm foundation material. The Contractor shall pump, bail, or temporarily provide drainage for any water which may be encountered.

Should the specified methods of dewatering the trenches be unsuccessful, the trench shall be excavated to a depth of approximately 6" below grade. It shall then be backfilled with gravel bedding to a point approximately 2" above grade. A sump below the gravel shall be formed to provide a place for a pump to take suction and thus lower the water level to a point below the bottoms of the pipe joints. The pumping shall be continued until the joints have been placed and the presence of water will not injure them. Backfilling shall not be commenced until the trench has been dewatered.

(3) BEDDING. Pipe bedding shall conform to one of the classes specified. When no bedding class is specified, the requirements for Class "C" bedding shall apply.

CLASS "B". Class "B" bedding shall consist of bedding the pipe to a depth of not less than 10% of the vertical outside diameter in a granular fill meeting the requirements of 501.03(d). The bottom of the trench excavation shall be shaped to conform to a cylindrical surface with a radius to the outside of the pipe barrel and with a width sufficient to allow a minimum of six-tenths (6/10) of the width of the pipe barrel to be bedded in a granular fill placed in the shaped excavation.

CLASS "C". Class "C" bedding shall consist of accurately shaping the bottom of the trench in such a manner that the pipe will be in continuous and uniform contact with undisturbed soil for the full length of the pipe, except for such distance as is necessary for bell holes and the proper sealing of the pipe joints. The shaped trench bottom shall fit the pipe

barrel with reasonable closeness for a width of at least 50 percent of the outside pipe diameter.

If any trench is excavated below grade, all loosened earth must be removed and the trench bottom brought to grade with granular fill as directed by the Engineer. No payment will be made for the granular fill when the excavation below grade is due to neglect by the Contractor.

(4) PIPE INSTALLATION. The construction of all sewers shall begin at the outlet or the low point of the line. When the construction involves the installation of lateral branches, the construction of these laterals shall not be started until the main storm sewer has been completed to the point where the lateral discharges into it. Storm sewer appurtenances shall be constructed as soon as the sewer which they are to become a part of is constructed to their location.

Each length of pipe shall be inspected at the point of delivery or at the trench by the Engineer. Any pipe found to be cracked, damaged or otherwise defective shall be plainly marked in such a manner that the markings will not rub or wash off, and the pipe shall subsequently be removed from the site.

All pipe shall be laid to the established line and grade as required by the plans and specifications and as directed by the Engineer. The Contractor shall furnish his own means of controlling line and grade.

Pipe shall be protected during handling against impact shocks and free fall. The Contractor shall furnish and use the necessary facilities for lowering the pipe into the trench in a manner that will not damage or disturb either the pipe or the trench.

Except by special permission, no pipe shall be laid except in the presence of an inspector. No pipe shall be laid unless the trench subgrade is in a condition satisfactory to the Engineer and has been approved by the Engineer. Pipe shall not be laid on frozen ground or when the condition of the trench or the weather is unsuitable for such work. Pipe shall be kept clean at all times. With tongue and groove pipe, the groove end shall be laid upgrade.

When the laying of the pipe has stopped for the day, all joints shall be finished. When pipe laying is not in progress, the ends of the pipe line shall be kept closed to prevent the accumulation of any debris or dirt inside the pipe.

Joint filler or gaskets shall be applied to the bell or socket end of the pipe prior to assembly of the joint. If joint filler is being utilized, excess filler compound which extrudes inside the pipe shall be removed such that the joint is flush with the pipe surface.

(5) BACKFILLING. All trenches shall be backfilled immediately after the pipe is laid and approved. All backfilling shall be done by methods which will not disturb the pipe.

Backfill material for pipes not under surfaces that will be paved shall consist of on-site material excavated from trenches or pavement subgrades and shall be free of rocks, clods or frozen masses over three inches in diameter or organic matter.

Backfill material for pipe located under surfaces that will be paved shall be utility slurry or as indicated on the plans.

Backfill up to a level of one foot above the top of the pipe shall be placed by hand shoveling within the trench and shall be deposited in maximum layers of 4". Each layer shall be compacted by tamping. Pipe shall not be displaced during tamping of the backfill. Moisture content of the backfill material shall be controlled as required to obtain the specified compaction.

From a point one foot above the top of the pipe backfill may be placed by any approved method which will not injure or disturb the pipe and will result in the specified compaction.

Trench backfill density requirements vary with the location and depth of the trench. The percentages of compactive requirements for the various locations are minimum densities which will be accepted. All densities specified herein are based on the maximum dry density of the material obtained by AASHTO Designation T-99 (Standard Method) or T-180 (Modified Method) as indicated below:

Location or Depth	Percent Compaction
Bottom of trench to 12" above the top of the pipe	90% Standard
Upper portions of the trench Not under pavement	Density equal to adjacent undisturbed soil, but not less than 85% Standard
Subgrade under streets,	95% Modified

driveways, sidewalks
and other paved surfaces:

When conflicts exist between these densities due to location or depth of trench, the higher density specified shall be obtained.

A specific number of tests and the location of tests will not be designated herein, but tests shall be made at such times and locations as may be directed by the Engineer or as specified in other sections of these specifications. All tests shall be performed by a laboratory approved by the Engineer.

Materials or workmanship which fail to meet specification requirements, as determined by the tests, shall be either replaced or reworked to meet requirements.

All trenches shall be backfilled, settled and the ground restored to its original condition as soon as possible after the pipe is installed. Any unnecessary delay in restoring trenches to their original condition shall constitute just cause for stopping all other work until the trenches are so restored. The Contractor shall also refill trenches as often as necessary to bring them back to original grade and during the period when settlement is occurring shall refill them frequently enough to maintain traffic without hazard at all times. If at any time within 24 months after the completion and final acceptance of the work embraced in this contract, there shall be any settlement of the trenches requiring repairs to be made, the Owner may notify the Contractor to make such repairs as may be necessary. Should the Contractor fail to do so within 15 days after the date of such notice, or should the nature of such defect be such as to require immediate attention, the Owner shall make such as to require immediate attention, the Owner shall make such repairs as may be necessary, and bill the actual cost of such repairs to the Contractor.

(b) INLETS, JUNCTION BOXES AND BOX CULVERTS.

(1) EXCAVATION AND BACKFILL The Contractor shall do all excavation for structures and structure footings to the lines and grades shown on the plans. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure footings shown. The elevation of the bottoms of footings as shown on the plans shall be considered as approximate only and the Engineer may order changes in dimensions or elevations of footings necessary to secure a satisfactory foundation. All soft or yielding material shall be removed. Any over-excavation not

directed by the Engineer shall be filled with concrete at the expense of the Contractor.

The Contractor shall do all bracing, sheeting or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting or shoring shall be included in the cost of the structure and no separate or special compensation will be made.

If rock is present at the grade line of the trench, the Engineer will determine the adequacy of the rock as a foundation material and will direct the Contractor to place concrete directly on the rock or to remove the rock to an acceptable depth and place gravel bedding.

After the excavation work is completed, the cleaned and leveled subgrade surface shall be approved by the Engineer prior to the placing of reinforcing steel or concrete.

Sand shall not be used for fine grading beneath these structures.

Unless otherwise directed by the Engineer, bracing, sheeting or shoring shall be removed by the Contractor after the completion of the structure. Removal shall be accomplished in a manner which will not disturb or mar the finished structure.

After the structure has been completed, the area around it shall be filled with approved material, in horizontal layers not to exceed 8" in loose depth. This material shall be compacted to the density specified in paragraph (a) (5). Each layer shall be deposited around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the drawings or as directed by the Engineer.

Backfilling shall not be commenced until the structure has been approved by the Engineer. Concrete structures shall not be backfilled until the concrete has been in place 7 days, or until the concrete has attained a minimum compressive strength of 2000 psi as demonstrated by concrete cylinder compression tests.

Excavation for structures to be constructed on existing storm sewers shall be accomplished in a manner which will prevent damage or displacement of existing pipe.

(2) REINFORCED CONCRETE STRUCTURES. Inlets and junction boxes shall be constructed of reinforced concrete as shown on the plans. All

concrete work shall conform to Section 401 of these specifications. Concrete shall not be placed until the form work, reinforcement and embedded items have been approved by the Engineer.

The foundations for the inlet and junction box structures shall be placed as soon as practicable after storm sewer line is complete through the structure location. The foundation shall be built to the correct elevation and shall be finished to provide the least possible resistance to flowing water. The interior bottom shall be sloped downward toward the outlet. Box culvert base slabs shall be constructed to the alignment and grade shown on the plans. Structure foundations and base slabs shall be placed on a firm, dry subgrade. Utilization of gravel bedding and the method of dewatering shall be as specified in paragraph (a) (2) of this section of the specifications.

Joints shall be placed at the locations shown on the plans unless otherwise authorized by the Engineer. Joint detail shall be as shown on the plans. All construction joints shall be cleaned prior to the placement of adjacent concrete.

Removal of forms, curing and finishing shall be as specified in Section 401 and as shown on the plans.

Wall ties shall be removed both inside and outside of the structure and the holes patched and smoothed.

The inlets at curb openings shall be of the dimensions and shape shown on the plans. The forms shall be accurately shaped and held in a true position to maintain the proper cross section of the opening.

Inlet and outlet pipes shall be flush with the inside of the wall and shall be tightly sealed in the wall. Where structures are erected on an existing line, the pipe inside the structure shall be removed flush with the inside walls of the structure.

Connection of pipe to an existing structure shall be made by removing a section of the structure wall to a radius approximately four inches greater than the outside radius of the pipe. Methods employed in removing the wall section shall not damage the remainder of the structure. Pipe shall be positioned to the specified line and grade and shall be cast into the structure wall by forming and placing concrete to the original thickness of the structure wall.

Openings in existing structures created by abandonment or removal of pipe shall be plugged by forming and casting a concrete plug equal in thickness to the structure wall.

All castings, frames and fittings shall be placed in the position indicated on the plans or as directed by the Engineer. They shall be set true to line and to correct elevation. All anchors and bolts shall be in place and in position before the concrete is placed. The unit shall not be disturbed until the concrete has set. Unless otherwise shown on the plans, the top of castings in the top slab shall be flush with the surrounding surface.

(c) CONCRETE DITCH PAVING.

(1) EXCAVATION AND SUBGRADE PREPARATION. The Contractor shall excavate and prepare the subgrade to the alignment and grade shown on the plans. All soft or yielding material shall be removed and replaced as specified in other sections of these specifications. The entire subgrade shall be compacted.

Backfilling adjacent to ditch paving shall be accomplished following removal of forms. Placement of backfill, compaction, topsoiling and seeding shall be as specified in other sections of these specifications.

(2) CONCRETE PAVING. Concrete forming, placement and finishing shall be as specified in Section 401. Joint location and detail shall be as shown on the plans.

Reinforced concrete channel shall conform to Section 501.04 (b) above.

(d) CLEANING AND REPAIRING EXISTING STORM DRAINS. The Contractor shall clean existing storm drainage pipe, inlet or junction boxes and other structures of siltation, debris, or other obstructions at the locations designated on the plans. Materials removed shall be disposed of off-site by the Contractor. Cleaning and disposal of materials shall be approved by the Engineer. Repair of existing storm drain structures shall be as noted on the plans. Concrete work shall be as specified in other sections of these specifications.

(e) STREET AND DRIVEWAY CROSSINGS. The Contractor shall so conduct his work as to interfere as little as possible with traffic and shall not close any street until he has obtained the permission of the proper authorities. All closing, detours and interference with traffic shall be handled as specified elsewhere within these specifications.

All crossings shall be in open cut unless otherwise designated on the plans or in the Special Conditions.

Cuts made through existing asphalt or Portland cement concrete pavement shall be as specified in Section 201 of these specifications. The pavement shall be replaced as shown on the plans and as specified in other sections of these specifications.

501.05 MEASUREMENT AND PAYMENT. The measurement and payment of the work included in this Section of the Specifications shall be as specified below unless otherwise stated in the Special Conditions. Payment at the price listed in the Proposal for each of these items shall be considered full compensation for all the equipment, tools, material, labor, supplies and incidentals necessary for the complete excavation, trenching and backfilling and related items necessary for the storm drainage facilities and appurtenances.

(a) REINFORCED CONCRETE PIPE. Pipe will be measured in place along the centerline of the pipe from end to end of the pipe. Payment will be made at the contract unit price per linear foot for the various sizes and classes of reinforced concrete pipe. Payment at the contract unit price shall be considered full compensation for bedding (including Class "B" bedding), furnishing and installing pipe and excavation and backfill of the trench.

No separate payment will be made for cleaning existing storm drainage pipe or structures unless otherwise specified and included in the proposal.

No separate payment will be made for removal and disposal of existing storm sewer pipe, culverts or structures unless otherwise specified and included in the proposal.

(b) ROCK EXCAVATION. Rock excavation will be measured and paid for when provided for in the proposal. Rock excavation volume will be computed by the average end area method, Payment for "Rock Excavation in Trenches" or "Rock excavation in Ditch or Channel" will be made at the contract unit price per cubic yard listed in the proposal.

(c) SELECT BACKFILL. Select backfill will be measured by the cubic yard of material authorized by the Engineer, complete in place, and will be measured as follows: Measurements at 25 foot intervals of the width, depth and length of material measured along the centerline of the conduit. Payment for select backfill measured as specified will be made at the contract unit price per cubic yard listed in the proposal. Payment will constitute full compensation for all material, hauling, placement and compaction. No payment will be made for material

required for backfill where the specified trench limits are exceeded. No payment for select backfill will be made where on-site material is used as backfill.

(d) REINFORCED CONCRETE STRUCTURES. Inlets and junction boxes will be measured by the cubic yard of concrete based on the lines and dimensions shown on the plans. The concrete gutter section at curb inlets will be measured based on the outside width of the inlet structure. Payment will be made at the contract unit price per cubic yard under the proposal item "Concrete-Inlet/Junction Boxes" and shall be considered full compensation for excavation, backfilling, concrete, reinforcing steel and incidental items.

Box culverts and reinforced concrete channels will be measured by the cubic yard of concrete based on the lines and dimensions shown on the plans. Reinforced concrete inlets or junction boxes which are an integral part of box culverts will be paid for as box culverts. Payment will be made at the contract unit price per cubic yard under the proposed item "Concrete-Box Culvert" or "Concrete Channels" and will be considered full compensation for excavation, gravel bedding, backfilling, concrete, reinforcing steel and incidental items.

Reinforced concrete required for modification or repair of existing inlets or junction boxes will be measured and payment made as stated in the above paragraph. Removal of existing structures or portions of structures will be considered incidental to other work specified except where noted otherwise.

Manhole covers and frames, of the type designated, will be measured with the cover and frame considered as one item. Payment at the contract unit price, per each, shall be considered full compensation for furnishing and installing manhole covers and frames.

(e) CONCRETE DITCH PAVING. Concrete ditch paving will be measured by the square yard of exposed surface based on the lines and dimensions shown on the plans. Payment at the contract unit price per square yard under the proposal item "Concrete Ditch Paving" and will be considered full compensation for excavating and grading, backfilling, concrete and miscellaneous items.

(f) STREET CROSSINGS. Street, highway and related pavement crossings, driveways and sidewalks, when included on the proposal, will be measured and payment made as specified in other sections of these specifications.

SECTION 701 EXCAVATION, TRENCHING AND BACKFILL

Last Revised December 8, 2009

701.01 SCOPE OF WORK. This work shall include all excavation, trenching, bedding, backfilling and related items required for installation of sanitary sewer lines, structures and appurtenances.

701.02 MATERIALS.

(a) GRAVEL BEDDING. Granular material used for bedding shall be crushed stone or gravel and shall be well graded containing several sizes of particles ranging from ¾ inch maximum to No. 4. Unless otherwise approved by the Engineer, the material shall meet the requirements of ASTM C 33, Gradation 67.

(b) SELECT BACKFILL. Select backfill shall be a granular material, maximum particle size of 3 inches, graded from coarse to fine, conforming to AASHTO classification A-1, A-2-4 or A-2-5, or a sandy or gravely clay conforming to classification A-2-6 or A-6 with the exception that the plasticity index shall not exceed 20.

The Contractor shall furnish, at his expense, test data to indicate compliance of select material with this specification.

701.03 GENERAL. The trench shall be excavated so that the pipe can be laid to the alignment and grade required by the plans. No deviation shall be made from the required line or grade except with the consent of the Engineer.

Whenever obstructions not shown on the plans are encountered during the progress of the work and interfere to such an extent that an alteration in the plans is required, the Engineer shall have the authority to change the plans and order a deviation from the line and grade or arrange with the Owners of the structures for the removal, relocation or reconstruction of the obstructions.

The excavation of trenches shall not advance more than 150 feet ahead of the completed pipe work and completed backfill without permission from the Engineer. All excavation shall be in open cut.

701.04 EXCAVATION. The Contractor shall accurately excavate all the material encountered within the lines and grades shown on the plans and as specified and established by the Engineer.

Below a point 12" above the outside top of the pipe, the trench shall have vertical sides and shall have a minimum width equal to the pipe outside diameter plus 18" and a maximum width equal to the pipe outside diameter plus 30".

At any point where the width of the lower portion of the trench exceeds these limits, corrective measures shall be taken by the Contractor. As directed by the Engineer, the Contractor shall provide either pipe of adequate strength, special pipe embedment, or a concrete cradle as required by the loading conditions. These corrective items shall be furnished and installed by, and at the expense of the Contractor, and no additional payment will be made.

Material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not required or unsuitable for backfill shall be removed and wasted as indicated or as directed by the Engineer.

Where necessary to protect the labor, the work or adjacent property, the Contractor shall provide and install shoring. The material used shall be of suitable dimensions and strength to prevent settlement or movement of the ground adjacent to the trench and to prevent damage to all surface or subsurface structures. The adequacy and need of the sheeting and bracing shall be the complete responsibility of the Contractor. The shoring shall remain in place until the backfill has proceeded to a point where it can safely be removed, except that, if in the opinion of the Engineer, damage is likely to result from the withdrawing shoring, it shall remain in place. No separate payment will be made for sheeting, shoring and bracing.

If the soil at the bottom of the trench is unstable and in such condition that it cannot be properly graded, the trench shall be overexcavated to a depth determined by the Engineer and backfilled to grade. For overexcavations less than twelve inches below normal trench depth, gravel bedding may be used for backfill. For overexcavations greater than twelve inches below normal trench depth, backfill shall be compacted select material or crushed stone.

All excavation shall be dewatered before any construction is undertaken therein. All pipe shall be laid in dry trenches and all concrete shall be placed only upon dry and firm foundation material. The Contractor shall pump, bail, or temporarily provide drainage for any water which may be encountered.

Should the specified method(s) of dewatering the trenches be unsuccessful, the trench shall be excavated to a depth of approximately 6" below grade. It shall then be backfilled to grade with gravel bedding. A sump below the gravel shall be formed to provide a place for a pump to take suction and thus lower the water level to a point below the bottoms of the pipe joints. The pumping shall be continued until the joints have been placed and the presence of water will not injure them. Backfilling shall not be commenced until the trench has been dewatered.

If rock is present above the grade line of the trench, it shall be excavated to the grade required for placement of bedding. Rock shall consist of sedimentary or other types of rock which cannot be excavated without the use of rippers or impact hammers. Rock excavation shall include boulders and deposits of concrete with a volume of 1/2 cubic yard or more. The trench shall then be backfilled to grade with crushed stone or gravel. This backfill shall be placed prior to the time the sewer pipe is laid. No explosives shall be used. All excavated rock shall be removed from the site and shall be disposed of by the Contractor.

701.05 BEDDING. All pipe shall be fully embedded in granular material (gravel bedding) a minimum of six (6) inches around the outside of the pipe.

Prior to installation of the pipe, the granular bedding shall be shaped to provide uniform support from the bottom quadrant of the pipe barrel.

Placement of granular material on each side of pipe (haunching) and immediately above the top of the pipe (initial backfill) shall be accomplished in a manner which will prevent displacement or deflection of the pipe.

701.06 BACKFILLING. All trenches shall be backfilled immediately after the pipe is laid and approved. All backfilling shall be done by methods which will not disturb the pipe.

Backfill material shall consist of on-site material excavated from the trenches except where the use of special backfill materials are required on the plans or directed by the Engineer. On-site backfill material shall be free of rocks, clods or frozen masses over three inches in diameter or organic matter. Backfill material shall be approved by the Engineer prior to placement in the trench.

Backfill up to a level of one foot above the top of the pipe shall be placed by hand shoveling within the trench and shall be deposited in maximum layers of 6". Each layer shall be compacted by tamping. Pipe shall not be displaced during tamping of the backfill. Moisture content of the backfill material shall be controlled as required to obtain the specified compaction.

From a point one foot above the top of the pipe, backfill may be placed by an approved method which will not injure or disturb the pipe and will result in the specified compaction.

Trench backfill density requirements vary within the location and depth of the trench. The percentage of compactive requirements for the various locations are minimum densities which will be accepted. All densities specified herein are based on the maximum dry density of the material obtained by the standard method of test as determined by AASHTO T-99, latest revision. Field density determination shall conform to AASHTO T-238.

Location of Depth	Percent Compaction
Bottom of trench to 12" above the top of the pipe	90%
Upper portions of the trench not under pavement	Density equal to adjacent undisturbed soil, but not less than 85%
Upper portions of the trench under streets, driveways, sidewalks and paved areas.	
Subgrade (Top 6")	100%
Remainder of fill	95%

When conflicts exist between these densities due to location or depth of trench, the higher density specified shall be obtained.

A specific number of tests and the location of tests will not be designated herein, but tests shall be made at such times and locations as may be directed by the Engineer.

Materials or workmanship which fail to meet specification requirements, as determined by the tests, shall be either replaced or reworked to meet requirements.

All trenches shall be backfilled, settled and the ground restored to its original condition as soon as possible after the pipe is installed. Any unnecessary delay in restoring trenches to their original condition shall constitute just cause for stopping all other work until the trenches are so restored. If at any time within 24 months after the completion and final acceptance of the work embraced in this contract, there shall be any settlement of the trenches requiring repairs to be made, the Owner may notify the Contractor to make such repairs as may be necessary. Should the Contractor fail to do so within 15 days after the date of such notice, or should the nature of such defect be such as to require immediate attention, the Owner shall make such repairs as may be necessary, and bill the actual cost of such repairs to the Contractor.

701.07 MEASUREMENT AND PAYMENT. Trenching and backfilling will be measured by the number of linear feet of trench, of the various depths acceptably excavated and backfilled, measured along the centerline of the trench. Measurements of the depth will be made from the original ground surface to the flow line grade of the sewer line and will be made at 50 foot intervals and at all abrupt changes of the ground profile.

Payment for trenching and backfilling measured as specified above will be made at the contract unit prices per linear foot for applicable depths listed in the proposal. Payment will constitute full compensation for all cleaning, excavation, trenching, pumping, bracing, sheeting, backfilling, compaction, disposal of excess material and for all incidental labor and materials necessary to complete the work.

Rock excavation will be measured by the number of cubic yards of rock acceptable excavated, measured as follows: length will be measured along the centerline of the pipe; width will be the actual width used except in no case shall it exceed the maximum trench width specified and depth will be calculated at 25 foot intervals from six inches below the invert to the top of the rock. Contractor shall notify Engineer when rock is encountered and shall allow sufficient time for the Engineer to measure limits of rock excavation.

Payment for rock excavation measured as specified above will be made at the contract unit price per cubic yard listed in the proposal. Payment will constitute full compensation for all excavation and disposal of stones too large to place in the trench. This price of rock excavation is paid in addition to the price paid for trenching and backfilling. Removal of concrete or masonry structures will be paid for as rock excavation except that no separate payment will be

made for removal of existing manholes, sewer pipe or culvert pipe or for removal of pavements or sidewalks unless otherwise specified in other sections of these specifications.

Gravel or crushed stone bedding and embedment will be measured by the cubic yard of material authorized by the Engineer, complete in place, and will be measured as follows: Measurement at 25 foot intervals of the width, depth and length of material measured along the centerline of the sewer. Payment for gravel or crushed stone bedding or embedment measured as specified will be made at the contract price per cubic yard listed in the proposal. Payment will constitute full compensation for all material, placement and compaction. No payment will be made for material required for bedding or embedment where the specified trench limits are exceeded.

Select backfill will be measured by the cubic yard of material authorized by the Engineer, complete in place, and will be measured as follows: Measurements at 25 foot intervals, and at abrupt changes in the trench configuration, of the width, depth and length of material measured along the centerline of the sewer. Payment for select backfill measured as specified will be made at the contract unit price per cubic yard listed in the proposal. Payment will constitute full compensation for all material, hauling, placement and compaction. Payment for select backfill will be made in addition to payment for trenching and backfilling specified above. No payment will be made for material required for backfill where the specified trench limits are exceeded. No payment for select backfill will be made where on-site material is used as backfill.

The measurement and payment for pipe structures, pavement replacement and related items is specified in other sections of these specifications.

SECTION 840 TRAFFIC PAINT PAVEMENT MARKINGS

Last Revised December 9, 2009

840.01 DESCRIPTION. This item shall consist of furnishing and placing traffic paint pavement markings including words, arrows and emblems, of the color and type specified and the removal of pavement markings in accordance with these specifications and in conformity with the dimensions and at the locations shown on the plans or as directed by the Engineer.

The markings are to be placed under local traffic conditions. The work shall meet the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) except as modified by these specifications.

840.02 MATERIALS.

(a) GENERAL. These specifications cover a ready mixed alkyd resin, chlorinated rubber, chlorinated paraffin based white and yellow paint suitable for application on concrete and bituminous pavements. Yellow paint may be supplied as either formulation A or B unless otherwise indicated.

The paint must be capable of being successfully applied by various types of traffic marking equipment at elevated temperatures up to approximately 120 degrees F.

The paint shall be homogeneous, well ground, shall not settle badly or cake in the container and shall be readily broken up with a paddle to a smooth, uniform consistency. It shall be free from water, dirt or other foreign matter and shall dry within the specified period to a good, tough serviceable film.

All materials used in the manufacture of these paints shall meet the requirements herein specified. Minor ingredients not specifically covered will be left to the discretion of the Manufacturer except that the finished product shall not be adversely affected. The suitability of raw materials from different sources for use in these paints will be the responsibility of the Manufacturer. Reactive or unstable products causing excessive viscosity or container instability will be cause for rejection of the paint.

The paint shall conform, on a weight basis, to the composition requirements of the formulation as closely as accepted good paint practice will permit. No intentional variation will be permitted except for replacement of volatiles lost in processing.

(b) SPECIFICATION FOR RAW MATERIALS FOR PIGMENTS.

(1) Anatase Titanium Dioxide shall comply with the latest revision of ASTM D-476, Type I.

(2) Calcium Carbonate:

$CaCO_3$	97% Min.
H_2O	0.4% Max.
Specific Gravity	2.62 - 2.73
Ret'd No. 325 Sieve	0.75% Max.

(3) Magnesium Silicate shall comply with the latest revision of ASTM D605.

(4) Lead free zinc oxide shall comply with the latest revision of ASTM D79.

(5) Normal Lead Silicon Chromate:

Specific Gravity	3.8 Minimum
Weight per Gallon, lbs.	31.6 Minimum
Oil Absorption, g per 100g	14 to 17
Average particle size	6 Microns
Percent retained on 325 sieve	0.30 Maximum
Percent Lead Oxide (PbO)	31.5 to 35.0
Percent Chrome Trioxide (CrO_3)	14.0 to 15.7
Silica, Silicates & Carbonates	Balance

(6) Medium Chrome Yellow shall comply with the latest revision of ASTM D 211, Type III.

(c) SPECIFICATIONS FOR RAW MATERIALS FOR VEHICLES.

(1) Alkyd Resin Solution 60%:

(a) General

Type:	Pure drying alkyd
Length:	Medium
Type Oil:	Soya or linseed

Compatibility: Tolerates 500 percent dilution with VM and P Naphtha. A solution containing 100 grams of chlorinated rubber, 130 grams of 60 percent alkyd and 290 grams of methyl ethyl ketone shall be clear, transparent, and show no separation after 24 hour storage in a 3/4 full test tube at 80 $\pm$ 5 degrees F.

(b) Solid Resin Basis:

Percent Phthalic Anhydride	33 to 37
Percent Fatty Acids	48 to 55
Acid Number, Max.	8
Ash Residue, Max.	0.05%
Unsaponifiables, Max.	1.0%
Iodine Number of Fatty Acids, Min.	115
Refractive Index of Fatty Acids, Min.	1.4660

(c) 45 Percent Solids Basis*

Color, Gardner 1953 Stds.	9 Max.
Viscosity, Gardner-Holdt Tubes	D to G

Drying Time: A 3 mils thick film of the Alkyd shall set to touch in not more than 90 minutes. Driers should be 0.06 percent cobalt (metal) and 1.0 percent lead (metal), based on resin solids.

*Reduced from 60 percent solids with VM and P Naphtha.

(2) Soya Lecithin - This Material shall be of suitable quality for use in the manufacturing of paint.

(3) The chlorinated rubber shall have the following properties:

Chlorine	65 to 69%
Color (Gardner, 20% by weight in Toluene)	4 Max.
Viscosity (20% by weight in Toluene)	17 to 25 cps.

(4) Chlorinated paraffin shall comply with the latest revision of MIL-C 429, type 1.

(5) Methyl ethyl ketone shall comply with the latest revision of ASTM D 740.

(6) Xylene shall comply with Federal Specification TT-X-916b, Grade B.

(7) Toluene shall comply with the latest revision of ASTM D 362.

(8) Petroleum Naphtha shall comply with Federal Specifications TT-N-95a.

(9) Aromatic Naphtha shall comply with Federal Specifications TT-N-97.

(d) PHYSICAL REQUIREMENTS OF THE FINISHED PAINT.

(1) DRYING TIME. The paint shall dry to a no-pick-up in not more than 5 minutes without glass beads when tested in accordance with the latest revision of ASTM D 711 except that the film will be applied at a wet film thickness of 15 mils. When applied under field conditions with normal hot spray application with drop-on-beads the paint shall dry to a no-tracking condition in not more than 3 minutes.

(2) The daylight directional reflectance of the white paint (without glass spheres) shall not be less than 80%, the yellow paint (without glass spheres) shall not be less than 48%, when tested in accordance with the latest revision of ASTM E 1347. In addition the yellow paint shall visually match Federal Standard 595-A Color Number 33538. These limits shall also apply to the yellow paint.

$\leq$ V+,	$\leq$ C+,	$\leq$ H+,
$\geq$ V-,	$\geq$ C-,	$\geq$ H-,

The visual comparison shall be made with standard yellow Federal Color Tolerance chart for highway signs and markings obtainable from the U.S. Department of Transportation, Federal Highway Administration, Washington, D.C. 20591.

(3) CONTRAST RATIO: The minimum contrast ratio shall be 0.96 when drawn down with a 0.005 bird film applicator on a 2A Leneta Chart or equal and air dried for 24 hours. Contrast Ratio = Black/White.

(4) BLEEDING RATIO: The paint shall have a minimum bleeding ratio of 0.94 when tested in accordance with Federal Specification TT-P-85e. Except, the asphalt saturated felt shall be Standard 15# roofing felt. The paint shall not check or crack on asphalt saturated felt indicating unsuitability for use on fresh asphalt overlays. Any checking or cracking on the felt or on fresh asphalt cores will be cause for rejection.

(e) GLASS BEADS. Glass beads for use on traffic line paint shall be clear, colorless and clean and of such character as to permit their embedment in a pigmented binder having their upper surface exposed to permit the refracting of light rays. The beads shall be of such character that when applied to a traffic line paint they shall embed to approximately their equator in the paint film.

(1) Refractive Index:

The spheres shall have an average index of refraction not less than 1.50 when tested by the liquid immersion method at 25 degrees C.

(2) Size:

U.S. Standard Sieve No.	Percent Passing by Weight
U.S. 40	90 - 100%
U.S. 80	0 - 10%

(3) Percent Spheres: A minimum of 75% (by weight) of the spheres shall be true spheres.

(4) Flotation:

A minimum of 90% of the glass spheres shall float on eylol (aromatic solvent) or minimum of 75% of the glass spheres shall float on heptane (aliphatic solvent) when tested as follows:

A single layer of spheres shall be spread on a clean, inverted pint tin can lid. Solvent shall be slowly introduced with a syringe of dropper at the edge of the lid until it overflows. The percentage of spheres floating on the solvent surface shall be estimated visually.

(5) Color:

The glass spheres shall be colorless to the extent that they impart no objectionable day or nighttime hue to the binder when applied at concentration equal to those used on road surfaces.

840.03 CONSTRUCTION REQUIREMENTS.

(a) MARKING EQUIPMENT. Markings shall be applied by equipment that has been developed for application of paint or paints of the type indicated. Where drawings indicate, the machine shall be capable of applying traffic marking paint, both reflective and non-reflective, in either solid lines or skip lines, or a combination of both.

Equipment used to apply glass beads shall be so constructed that the amount of glass beads applied may be readily adjusted and operate simultaneously with the paint application,

placing glass beads over the full width of applied paint. Where drawings require the use of a skip line application, the machine shall be readily equipped with a skip-line mechanism capable of applying the paint at the cycle indicated. Marking machine shall permit a sharp, clear line definition when applying the paint. Paint storage tanks of 30 gallon capacity or more shall be equipped with a mechanical agitator.

(b) SURFACE RESTORATION. Any preparation required prior to application of paint will be performed by the Contractor. Surfaces on which markings are to be applied shall be thoroughly cleaned of scale, dirt, mud, oil, grease or other foreign material. Markings shall be applied only when surfaces are thoroughly dry and when the air temperature is a minimum of 40 degrees F and rising.

Conflicting paint or thermoplastic pavement markings shall be removed by blasting with water or sand or by grinding. This blasting and grinding is considered pavement marking removal.

(c) APPLICATION OF MARKINGS. All dimensions, spacings and locations of markings shall be as indicated on the drawings. The paint shall be applied at the rate of one gallon to approximately 110 square feet of surface area. In no event shall the application exceed 120 square feet of surface area per gallon. The Contractor shall use such guidelines, string lines, templates and forms as required to obtain workmanship of the highest grade throughout. The Contractor shall use appropriate and approved methods to produce straight lines on tangents and a smooth uniform line on curves. All lines shall be uniform in width and shall have clean cut edges and ends, without fuzziness. The operation of application equipment will be by qualified, skilled technicians to insure that the best standard of practice for the equipment is complied with.

840.04 METHOD OF MEASUREMENT.

(a) Completed and accepted traffic paint pavement markings will be measured by the linear foot of material actually placed.

(b) Completed and accepted Words and Arrows will be measured by the unit.

(c) Completed and accepted Railroad Emblems will be measured by the unit.

(d) Surface preparation will not be measured and paid for directly but will be considered a part of the item Traffic Paint Pavement Marking.

(e) Pavement Marking Removal will be measured by the linear foot of marking actually removed.

(f) When any pavement markings are removed in conjunction with the removal of the pavement either on detours or during stage construction, or covered over with successive courses, the removal of the markings will not be measured for payment.

840.05 BASIS OF PAYMENT.

(a) Work completed and accepted under the item of Traffic Paint Pavement Markings will be paid for at the contract price bid per linear foot in place, which price shall be full compensation for furnishing and installing markings; and for all labor, tools, equipment, surface preparation and incidentals necessary to complete the work.

(b) Work completed and accepted under the item Traffic Paint Pavement Marking (Words), (Arrows) and (Railroad Emblems) will be paid for at the contract price bid per each in place, which price shall be full compensation for furnishing and installing Words, Arrows and Railroad Emblems and for all labor, tools, equipment, surface preparation and incidentals necessary to complete the work.

(c) Work completed and accepted the item of Pavement Marking Removal will be paid for at the contract price bid per linear foot, which price shall be full compensation for all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Traffic Paint Pavement Marking White (___")	Linear Foot
Traffic Paint Pavement Marking Yellow(___")	Linear Foot
Traffic Paint Pavement Marking (Words)	Each
Traffic Paint Pavement Marking (Arrows)	Each
Traffic Paint Pavement Marking (Railroad Emblems)	Each
Traffic Paint Pavement Marking Removal(___")	Linear Foot
Thermoplastic Pavement Marking Removal(___")	Linear Foot

SECTION 841 THERMOPLASTIC PAVEMENT MARKING

Last Revised December 9, 2009

841.01 DESCRIPTION. This item shall consist of furnishing and placing thermoplastic pavement markings including words, arrows and emblems, of the color and type specified and the removal of pavement markings in accordance with these specifications and in conformity with the dimensions and at the locations shown on the plans or as directed.

The markings are to be placed under local traffic conditions. The work shall meet the requirements of the MUTCD except as modified by these specifications.

841.02 MATERIALS. The material used shall be a product especially compounded for traffic markings. Each container shall be clearly and adequately marked to indicate the color, weight, batch or lot number and type of material.

White thermoplastic material, after drying, shall be pure white and free from dirt or tint and shall conform to the Federal Highway Administration's standard white. The white color is to have a minimum reading of 75% relative to magnesium oxide when tested with the Gardner Color Difference Meter. When called for in the plans, other colored thermoplastic material shall conform in color to the Federal Highway Administration's standard for that color. The material shall not change appreciably in its color and brightness characteristics after prolonged exposure to sunlight.

The material, when placed as a stripe, shall not be slippery when wet and it shall not lift from the pavement in freezing weather.

In the plastic state, the material shall not give off fumes which are toxic or otherwise injurious to persons or property. The material shall not break down or deteriorate if held at the plastic temperature for a period of 4 hours or by reason of 4 re-heatings to the plastic temperature.

The material shall not deteriorate by contact with sodium chloride, calcium chloride or other chemical formations on the roadway or streets, or because of the oil contact on pavement material, or from oil droppings from traffic.

The temperature-versus-viscosity characteristics of the thermoplastic material shall remain consistent through 4 re-heatings and shall be the same from batch to batch. There shall be no obvious change in the color of the material as a result of up to 4 re-heatings or from batch to batch.

The pigmented binder shall be well dispersed and free from all skins, foreign objects or other ingredients which will cause bleeding, staining or discoloration. The pigment shall be evenly dispersed throughout the material. After application and proper drying time, material shall show no appreciable deformation nor discoloration under local traffic conditions and in air or road temperatures ranging from 0 degrees F to 160 degrees F. The material shall not smear or spread under normal traffic conditions at temperatures below 160 degrees F.

The material shall not soften at 180 degrees F when tested by ASTM Method E 28.

Under this specification, the term "drying time" shall be defined as the minimum elapsed time after application, when the stripe shall have and retain the characteristics required in the preceding paragraphs. In addition, the drying time shall be established by the minimum elapsed time, after application when normal local traffic will leave no impression or imprint on the applied marking. The drying time shall not exceed a characteristic straight-line curve, the limits of which are 2 minutes at 50 degrees F, and 15 minutes at 90 degrees F, measured at a maximum relative humidity of 70%.

The stripe shall have a uniform cross section. The density and character of the material shall be uniform throughout its thickness and shall be completely reflectorized both internally and externally.

During manufacture, reflectorized beads shall be mixed into the material to the extent of not less than 20%, nor more than 50% by weight of the material. The glass beads used in the formulation and for the drop-on application shall be the same and shall have a refractive index of not less than 1.50 when tested by the liquid emersion method at 25 degrees C. All glass beads shall have the following gradation:

Sieve	Percent Passing
40	90 - 100
80	0 - 10

The beads that are applied to the surface of the material shall be suitably treated to resist moisture and retain free flow properties. The beads shall be automatically applied at a uniform rate of approximately 6 pounds of glass beads to every 100 square feet of surface.

The glass spheres shall consist of at least 70% true spheres when tested in accordance with AHTD Test Method 149. The gradation test shall be in accordance with AHTD Test Method 149.

841.03 CONSTRUCTION REQUIREMENTS. The thermoplastic compound is to be either extruded or spray applied to the pavement surface unless another application method is specified.

The equipment used to apply the thermoplastic compound onto the pavement shall be suitably equipped for heating and controlling the flow of the material. The equipment shall be constructed to provide continuous mixing and agitation of the material. The conveying parts of the equipment, between the main material reservoir and applicator, shall be so constructed as to prevent accumulation and clogging. The equipment shall be constructed so that all mixing and conveying parts, up to and including the applicator, maintain the material at the plastic temperature. The applicator shall include a cutoff devise remotely controlled to provide clean, square stripe ends and to provide a method for applying "skip" lines.

The thermoplastic reservoir shall be insulated and equipped with an automatic thermostatic control to maintain the proper temperature of the material. The thermoplastic machine must meet the requirements of the National Board of Fire Underwriters.

Beads applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are immediately dispensed upon the completed line.

The bead dispenser shall be equipped with an automatic cutoff control, synchronized with the cutoff of the pavement marking equipment.

Thermoplastic markings shall not be applied to the pavement surface when the pavement surface temperature is less than 50 F.

On pavement where no pavement markings exist or where the existing markings are thermoplastic and do not conflict with the proposed pavement markings, blasting with water or sand or a combination thereof will be required to remove any curing compound, oxidized thermoplastic or dirt to insure a good bond. This blasting is considered as surface preparation.

Conflicting thermoplastic pavement markings, conflicting paint pavement markings and paint pavement markings which exist where thermoplastic pavement markings are to be installed shall be removed by blasting with water or sand or by grinding. This blasting and grinding is considered pavement marking removal.

Thermoplastic markings shall conform to the following thickness requirements:

Description of Surface	Minimum Thickness
Portland cement concrete or ACHM Surface	Edge lines and diagonals 0.060" All other markings 0.090"
Surface Treatment Seal Course or Friction Course	Edge lines and diagonals 0.090" All other markings 0.090"

The thickness of the plastic pavement markings will be measured on a flat, smooth sheet by a micrometer or similar device. The minimum thickness, as required above, will be measured in the center of the line when gauged by the equipment described above. The minimum thickness 1/2" from the edges shall not be less than 75% of the thickness required in the center. Maximum thickness of markings is 3/16"

A liquid prime seal coat shall be applied to the area which is to be striped except when the

thermoplastic pavement markings are to be applied to existing thermoplastic. The seal coat shall be of the type that has been used successfully in similar installations and must be from the AHTD Qualified Products List.

If spotting of the pavement or center line location is required, it will be the responsibility of the Contractor. The Engineer will establish the no passing zones, if required. edge lines will not be spotted. The trace of the thermoplastic line shall be uniform. Edge lines shall be installed by referencing to center lines. Edge lines shall not be broken for driveways.

Line removal as specified on the plans shall be performed in such a manner that no conflicting pavement marking or scarification of the pavement will be visible.

The Contractor shall use only workers experienced in installing thermoplastic markings.

841.04 METHOD OF MEASUREMENT.

(a) Completed and accepted thermoplastic pavement markings will be measured by the linear foot of material actually placed.

(b) Completed and accepted thermoplastic Words and Arrows will be measured by the unit.

(c) Completed and accepted thermoplastic Railroad Emblems will be measured by unit.

(d) Sand or water blasting in surface preparation will not be measured and paid for directly but will be considered a part of the item Thermoplastic Pavement Marking.

(e) Pavement Marking Removal will be measured by the linear foot of marking actually removed.

(f) When any pavement markings are removed in conjunction with the removal of the pavement either on detours or during stage construction, or covered over with successive courses, the removal of the markings will not be measured for payment.

841.05 BASIS OF PAYMENT.

(a) Work completed and accepted under the item of Thermoplastic Pavement Markings will be paid for at the contract price bid per linear foot in place, which price shall be full compensation for furnishing and installing markings; and for all labor, tools, equipment, surface preparation and incidentals necessary to complete the work.

(b) Work completed and accepted under the item Thermoplastic Pavement Marking (Words), (Arrows) and (Railroad Emblems) will be paid for at the contract price bid per each in place, which price shall be full compensation for furnishing and installing Words, Arrow, and

Railroad Emblems and for all labor, tools, equipment, surface preparation and incidentals necessary to complete the work.

(c) Work completed and accepted under the item of Pavement Marking Removal will be paid for at the contract price bid per linear foot, which price shall be full compensation for all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Thermoplastic Pavement Marking White (___")	Linear Foot
Thermoplastic Pavement Marking Yellow (___")	Linear Foot
Thermoplastic Pavement Marking (Words)	Each
Thermoplastic Pavement Marking (Arrows)	Each
Thermoplastic Pavement Marking (Railroad Emblems)	Each
Thermoplastic Pavement Marking Removal(___")	Linear Foot

SECTION 842 PREFORMED PLASTIC PAVEMENT MARKING

Last Revised December 10, 2009

842.01 DESCRIPTION. This item shall consist of furnishing and placing retroreflective preformed plastic pavement markings, in accordance with these specifications and at the locations shown on the plans or as directed.

The work shall meet the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) except as modified by these specifications.

842.02 MATERIALS.

(a) GENERAL. The preformed markings shall consist of white or yellow films with pigments selected and blended to conform to standard highway colors through out the expected life of the film. Glass beads shall be incorporated to provide immediate and continuing retroreflection.

The size, quality and refractive index of the glass beads shall be such that the performance requirements for the markings shall be met. The bead adhesion shall be such that beads are not easily removed when the material surface is scratched with a thumbnail.

The film shall have glass bead retention qualities such that when a 2" x 6" sample is bent over a 1/2" diameter mandrel, with the 2" dimension perpendicular to the mandrel axis, microscopic examination of the area on the mandrel shall show no more than 10% of the beads with entrapment by the binder of less than 40%.

The preformed markings shall be capable of being adhered to asphalt or Portland cement concrete by a pre-coated pressure sensitive adhesive. Primers used to precondition the pavement surface shall be supplied by the manufacturer of the marking film. The preformed marking film shall mold itself to pavement contours. The pavement marking films also shall be capable of application on new, dense graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions. After application, the markings shall be immediately ready for traffic.

(b) COMPOSITION. Retroreflective pliant polymer pavement marking film shall consist of a mixture of high quality polymeric materials, pigments, and glass beads distributed throughout its base cross-sectional area, with a reflective layer of beads bonded to the top surface. The film without adhesive shall have a minimum thickness of 0.060".

(c) REFLECTANCE. The white and yellow films shall have the following initial minimum reflectance values at 0.2 degrees and 0.5 degrees observation angles and 86.0 degrees entrance angle as measured in accordance with the testing procedures of Federal Test Method Standard 370. The photometric quantity to be measured shall be specific luminance photometric quantity to be measured shall be specific luminance (SL), and shall be expressed as millicandles per square foot per foot-candle (mcd/ft^2/fc). The test distance

shall be 50 ft. (15 m) and the sample size shall be 2.0 x 2.5 ft. rectangle (0.61 x 0.76 M).

	WHITE		YELLOW	
Observation Angle	0.2 degrees	0.5 degrees	0.2 degrees	0.5 degrees
SL(mcd/ft^2/fc)	550	380	410	250

(d) ACID RESISTANCE. The beads shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into 1000 cc of distilled water. The test shall be performed as follows:

Take a 1" x 2" sample, adhere it to the bottom of a glass tray and place just enough acid solution to completely immerse the sample. Cover the tray with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. Then decant the acid solution (do not rinse, touch, or otherwise disturb the bead surfaces) and dry sample while adhered to the glass tray in a 150 degree F (66 degree C) oven for approximately 15 minutes.

Microscopic examination (20X) shall show no more than 15% of the beads having a formation of a very distinct white (corroded) layer on their entire surface.

(e) SKID RESISTANCE. The surface of the marking film shall provide an initial minimum skid resistance value of 45 BPN when tested according to ASTM E-303-74.

(f) CERTIFICATION OF MATERIALS. When requested by the Engineer, the Contractor shall provide certification of compliance with this specification from the marking film manufacturer.

842.03 CONSTRUCTION REQUIREMENTS. Surface preparation and application of marking film shall conform to the manufacturer's recommendations. Pavement surfaces shall be clean and dry. Removal of existing markings shall be as specified in Section 840 of these specifications.

Application of marking film to new asphalt surfaces shall proceed only after sufficient curing of the asphalt has occurred as determined by the Engineer, but in no case shall the curing period be less than 10 days. Application of marking film with the paving operation (inlay) may be utilized only when authorized by the Engineer.

Portland cement concrete surfaces shall be prepared by sand blasting, grinding or wire brushing all surfaces to receive marking film. Surfaces shall be cleaned with high pressure air or sweeping.

Preparation of surfaces which have been subjected to contamination such as oil, grease, etc., shall be

in accordance with the marking film manufacturer's recommendations and as directed by the Engineer.

The Contractor shall provide all layout and positioning of pavement markings. Location of pavement markings shall be as shown on the plans.

A minimum air temperature of 60 degrees F. and a minimum pavement temperature of 70 degrees F. is required for application of primer and marking film. All surfaces to receive marking film shall be primed, except where the inlay procedure is used during the asphalt paving operation. The type of primer, application method and rate and curing time shall conform to the manufacturer's recommendations.

Marking film shall be accurately positioned and placed on the pavement surface. The film shall be rolled a minimum of three passes with a roller or vehicle tire in a manner which will not displace or damage the film. All areas of the marking film including edges shall be firmly adhered to the pavement.

842.04 METHOD OF MEASUREMENT.

(a) Completed and accepted preformed plastic pavement markings will be measured by the linear foot of material actually placed.

(b) Completed and accepted Words and Arrows will be measured by the unit.

(c) Completed and accepted Railroad Emblems will be measured by unit.

(d) Sand blasting or other surface preparation will not be measured and paid for directly but will be considered a part of the item Preformed Plastic Pavement Marking.

(e) Pavement marking removal, when included in the bid form, will be measured and paid as specified in Section 840 of these specifications.

842.05 BASIS OF PAYMENT.

(a) Work completed and accepted under the item of Preformed Plastic Pavement Markings will be paid for at the contract price bid per linear foot in place, which price shall be full compensation for furnishing and installing markings; and for all labor, tools, equipment, surface preparation and incidentals necessary to complete the work.

(b) Work completed and accepted under the item Preformed Plastic Pavement Marking (Words), (Arrows) and (Railroad Emblems) will be paid for at the contract price bid per each in place, which price shall be full compensation for furnishing and installing Words, Arrow, and Railroad Emblems and for all labor, tools, equipment, surface preparation and

incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Preformed Plastic Pavement Marking White (__")	Linear Foot
Preformed Plastic Pavement Marking Yellow (__")	Linear Foot
Preformed Plastic Pavement Marking (Words)	Each
Preformed Plastic Pavement Marking (Arrows)	Each
Preformed Plastic Pavement Marking (Railroad Emblems)	Each

SECTION 860 TRAFFIC SIGNS

Last Revised December 11, 2009

860.01 DESCRIPTION. This item shall consist of furnishing and installing traffic signs, complete with posts, supports, fittings and concrete bases, where required, in accordance with these specifications and to the dimensions and details and at the locations shown on the plans or as directed.

860.02 MATERIALS. Signs shall meet the requirements of the MUTCD, and shall conform to the details in the Standard Highway Signs manual published by the FHWA, U.S. Department of Transportation.

All colors for signs shall match the colors specified in the MUTCD. The color and size of letters, symbols, borders and background on signs shall be as shown in the Standard Highway Signs unless otherwise specified on the plans.

Signs shall be made of aluminum and shall be reflectorized.

(a) SIGN PANELS. Standard signs shall be fabricated without stiffeners on the back and shall be fabricated of aluminum alloy (ASTM B 209, Alloy 5052 H38) and shall consist of a single sheet of aluminum. The sign blank shall be 0.080" thick. Sign blanks shall be flat and straight and within commercial tolerances established by the aluminum industry.

Sign panels to which reflective sheeting is to be applied shall be degreased, etched and anodized.

All fabrication, including cutting and punching of holes, shall be completed prior to metal degreasing, etching, anodizing and the application of reflective sheeting.

Sign panels shall be free of buckles, warp, dents, burrs and defects resulting from fabrication. The surface of all sign panels shall be flat.

The Contractor shall submit a Certified Test Report to the Engineer covering sign panels.

(b) REFLECTIVE SHEETING. The reflective sheeting for signs shall be Type II Engineering Grade Reflective Sheeting. The reflective sheeting materials shall comply with all applicable requirements for Type II as set forth in Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, 1985 (FP-85), Section 633 and Section 718. The Contractor shall submit a Certified Test Report to the Engineer covering the reflective sheeting. Type II enclosed lens reflective sheeting shall consist of spherical lens elements embedded within a transparent plastic having a smooth, flat outer surface as exposed in use. Type II reflective sheeting shall be weather resistant and have a protected pre-coated adhesive backing.

Reflective sheeting shall be applied to properly treated sign panels with mechanical

equipment in a manner specified by the sheeting manufacturer. Sign faces comprising 2 or more pieces or panels of reflective sheeting must be carefully matched for color at the time of sign fabrication to provide uniform appearance and brilliance both day and night. Alternate successive width sections of either sheeting or panels must be reversed and consecutive in insure that corresponding edges of reflective sheeting lie adjacent on the sign. Non-conformance may result in non-uniform shading and an undesirable contrast between adjacent widths of applied sheeting which will not be acceptable.

At splices, sheeting shall be overlapped no less than 3/16".

(c) LEGEND. All legend which includes letters, numerals, symbols, arrows and border shall have a regular outline and be clean cut and sharp and shall have a continuous stroke and border without ragged or torn edges.

All legend on guide signs shall be of the size shown on the plans. Legend on standard signs shall meet the requirements of the latest revision of Standard Highway Signs.

(1) Silk Screen Process. The letters, numerals, arrows, symbols, border and other features shall be produced on reflective sheeting of the sign field by a silk screen process approved by the Engineer. Sign messages and borders of a color darker than the sign field shall be applied to the reflective sheeting by direct process. Sign messages and borders of a color lighter than the sign field shall be produced by the reverse process in which message and border are outlined by applying darker transparent color to the reflective sheeting of the sign field.

Transparent colors, inks and paints used in the silk screen process shall be of the type and quality recommended by the manufacturer of the reflective sheeting and shall conform to red, blue, yellow and green colors approved by the FHWA shown in the MUTCD and FHWA Standard Highway Signs.

(2) Direct Applied Legend. The legend and other features of the sign message shall be cut from Type II reflective sheeting with a pre-coated pressure sensitive adhesive backing (Class 1).

(d) POSTS. Steel posts shall be U-section channel conforming to ASTM A 499, Grade 60. Posts shall weigh not less than 3.0 pounds per foot and shall be punched or drilled with 3/8" holes on 1" centers for the full length of the post. Posts shall be painted with green enamel.

Posts shall be 12 feet length unless otherwise shown on the plans.

(e) FASTENERS AND BRACKETS. Fasteners, including bolts, nuts, washers, post clips and stop nuts shall be aluminum conforming to ASTM B 211 Alloy 2024-T4 or stainless steel conforming to ASTM A 193, Grade B-8. Brackets shall be cast aluminum conforming to

ASTM B 26.

(f) CONCRETE. Concrete shall be Class A, conforming to Section 401 of these specifications.

860.03 SHOP DRAWINGS. The Contractor shall submit, for the approval of the Engineer, prints of shop drawings in duplicate showing arrangements and spacing of all letters, symbols and borders for each type of sign; the support to be used with each different type of sign panel; and the proposed method of attaching signs to the supports on signs not detailed on the plans. When the shop drawings have been approved, four prints shall be furnished to the Engineer. The contractor shall be responsible for the correctness of the drawings, even though the drawings may have been approved by the Engineer.

860.04 CONSTRUCTION REQUIREMENTS. Signs shall be erected at the specified locations, plumb and to the specified vertical and horizontal clearances as shown on the plans or as directed by the Engineer. Signs shall be installed with the specified fasteners and brackets.

Signs shall normally be erected so that the sign face is vertical and at 93 degrees away from the center of the lane which the sign serves and away from the direction of travel. Where lanes divide, or on curves, sign faces shall be oriented so as to be most effective both day and night and to avoid the possibility of specular reflection.

Field drilling of holes in any part of the sign support structure shall be done only when specified in the plans or as directed by the Engineer.

After sign installation is complete, the signs will be inspected at night by the Engineer. If specular reflection is apparent on any sign, its position shall be adjusted by the Contractor to eliminate this condition.

Existing signs and posts designated to be removed and replaced, or salvaged, shall be removed by the Contractor in a manner which will avoid damaging of the signs or posts. Where salvaging is specified, all fasteners, brackets and accessories shall be included with the signs.

Concrete work shall conform to Section 401 of these specifications.

860.05 MEASUREMENT AND PAYMENT. Signs will be measured by the square foot of sign area. Measurements will consist only of the face of the sign to the nearest 0.10 square foot of area. No deduction in square footage will be made for corner radii or mounting holes.

The area of octagonal signs will be computed as the area of the circumscribing square. The area of triangular signs will be computed as the area of the triangle.

Accepted quantities of signs will be paid for at the contract unit price per square foot, which price shall include posts, furnishing and installing signs, fasteners, brackets and related work. No

separate payment will be made for concrete used in sign post installation.

No separate payment will be made for removal of existing signs, posts and accessories and for replacement or salvaging unless otherwise specified.

Payment will be made under:

Pay Item	Pay Unit
Traffic Signs	Square Foot

SECTION 904 RIPRAP

Last Revised December 14, 2009

904.01 DESCRIPTION. This work shall consist of furnishing and placing riprap protection in accordance with these specifications and as shown on the plans or directed by the Engineer.

904.02 MATERIALS.

(a) STONE. Stone for riprap shall be sandstone or limestone and shall be hard, sound and durable. The stones shall consist of field stone, quarry stone or crushed stone approximately rectangular in section. Tests for weight and absorption will be determined in accordance with ASTM C 97, 'Tests for Absorption and Bulk Specific Gravity of Natural Building Stone'. The minimum weight shall be 140 pounds per solid cubic foot and the maximum absorption shall be 6 percent.

(1) TYPE I RIPRAP. Stones shall have an average size of 30 to 50 pounds with not more than 20 percent weighing less than 20 pounds. Maximum size of stone shall be 200 pounds.

(2) TYPE II RIPRAP. Stone size shall conform to the following gradation:

Lighter By Weight	Weight
100%	133-53 Lbs.
50%	39-27 Lbs.
15%	20- 8 Lbs.

Dirt or fines less than one-half inch shall not exceed five percent by weight.

(b) FILTER FABRIC. The filter fabric shall be a woven or unwoven synthetic fiber geotextile conforming to the requirements of AASHTO M 288. Filter fabric shall be similar to Mirafi 140 N or Dupont Typar Style 3601, or approved equal.

904.03 CONSTRUCTION REQUIREMENTS. Prior to placing filter fabric and riprap, the areas to be protected shall be shaped as shown on the plans.

(a) FILTER FABRIC. Filter fabric shall be placed directly on the prepared surface. Fabric sections may be placed vertically or horizontally on the slope. Adjacent fabric sections shall be joined by overlapping a minimum of 2" at the edges and pinning the overlapped strip with U-shaped wire pins or similar fasteners. Fasteners shall be inserted through both strips of overlapped fabric at increments approximately four feet along the overlap. Additional pins shall be installed as necessary to prevent displacement of the fabric.

Fabric shall be overlapped in the direction of water flow. The fabric shall be turned down and buried approximately twelve inches at the exterior limits.

No construction equipment will be permitted directly on the fabric.

(b) RIPRAP. The riprap shall be placed in one layer of the thickness and at the location shown on the plans and as directed by the Engineer. The larger stones shall be well distributed and the finished riprap shall be free of objectionable pockets of small stones. Riprap may be placed by dumping or by machine provided proper distribution of material is achieved. Hand placing may be required, but only to the extent necessary to secure the results specified. Placing riprap by dumping into chutes or other methods likely to cause segregation will not be permitted.

Riprap stone shall not be deposited in a manner that will cause damage to the filter fabric. Any damage to fabric during placement of riprap shall be corrected by the Contractor at no cost to the Owner. Damaged fabric shall be repaired or replaced as directed by the Engineer.

904.04 MEASUREMENT AND PAYMENT. Riprap will be measured by the cubic yard or by the ton. When measured by the cubic yard, the volume to be included will be the product of the thickness multiplied by the area as shown on the plans or authorized by the Engineer. Filter fabric will be measured by the square yard; laps and turned down edges will not be measured.

Payment for riprap by the cubic yard or ton, as provided in the proposal, shall be full compensation for furnishing and placing riprap, preparation of subgrade, and related work. No separate payment will be made for toe trenches, backfill or excess thickness of riprap.

Payment for filter fabric at the unit price per square yard shall be full compensation for furnishing and installing fabric and fasteners and for excavation and backfill related to fabric placement.

Payment will be made under:

Pay Item:	Pay Unit:
Riprap Type I	Cubic Yard or Ton
Riprap Type II	Cubic Yard or Ton
Filter Fabric	Square Yard

SECTION 906 HANDRAIL

Last Revised December 14, 2009

906.01 DESCRIPTION. This item shall include furnishing and installing handrails including anchorages and appurtenances.

906.02 MATERIALS. Steel railing materials shall be welded or seamless steel pipe conforming to the requirements of ASTM A 120, structural steel conforming to ASTM A 36, or tubular sections of hot rolled mild steel conforming to ASTM A 501. Minimum wall thickness shall be 10 gauge. All steel railings shall be galvanized in accordance with ASTM A 123.

The base metal for aluminum railing shall be ASA alloy designation 6063-T6. Pipe and tubing shall be extruded conforming to the requirements of ASTM B 429, plates and sheets shall be rolled conforming to ASTM B 209, and rods, bars or shapes shall be extruded conforming to ASTM B 221.

Welding shall conform to the requirements of the AWS Structural Welding Code for steel and to the requirements of the "Specifications for Aluminum Structures" of the Aluminum Association, for aluminum alloys. All exposed welds shall be ground flush with adjacent surfaces.

Shop drawings showing details and dimensions of railings shall be submitted for approval.

906.03 CONSTRUCTION REQUIREMENTS. Handrail of the size and type shown shall be constructed in accordance with details shown on the plans and in conformance with the requirements herein. It shall be constructed to the alignment and grade designated on the plans. Shop fabricated railing shall be of such uniformity as to insure good joints and continuous lines after erection. Any appreciable amount of cutting, bending or filling required on erection to produce a reasonable fit shall be cause for rejection of the rail. Unless otherwise shown on the plans, rail posts shall be erected plumb, with the top rails parallel to the grade indicated on the plans or to the surface of the structure on which the rail is mounted.

The method of mounting or attachment shall be in accordance with the detail shown on the plans or the approved shop drawings. At points of connection to concrete or steel, aluminum members shall be separated by a rubber pad, 1/8" minimum thickness, unless otherwise specified.

Galvanized handrail on which the galvanizing has become scratched or otherwise damaged shall be repaired by painting the damaged areas with zinc oxide paint.

906.04 MEASUREMENT AND PAYMENT. The various types of handrail will be measured by the linear foot from end to end along the face of the railing.

The price paid per linear foot for railing in place shall include full compensation for furnishing all labor, materials, tools and equipment and performing all work involved in constructing the handrail complete in place, as shown on the plans and specified herein.

SECTION 907 FENCES

Last Revised December 14, 2009

907.01 SCOPE OF WORK. This item shall consist of furnishing and erecting wire fence, chain link fence and gates in accordance with the plans and these specifications and in reasonable close conformity to the lines, grades and alignment shown on the plans or as directed.

907.02 APPLICABLE SPECIFICATIONS. All material and construction methods shall be in accordance with these specifications and with the standards referenced herein.

Reference to "AHTD Standard Specifications" shall indicate the Arkansas Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2006.

907.03 MATERIALS.

(a) GENERAL. Fence materials shall be new and shall meet the requirements for the type and class of material specified, except where removal and reconstruction of existing fences is specified.

(b) CHAIN LINK FENCE.

(1) Material for chain link fence shall conform to the requirements of AASHTO M 181. Fabric shall be 9 gage, 2 inch mesh, with knuckle type selvage top and bottom. Fabric shall be galvanized steel unless otherwise shown on the plans. Tension wire shall be galvanized coil spring steel, 7 gage. Tie wire shall be galvanized steel, 12 gage. Posts, rails, hardware and fittings shall conform to Class 1 of AASHTO M 181 and shall be galvanized steel. Posts and rails shall be the size shown on the plans.

(2) Hardware and Fittings shall conform to ASTM F 626. Any miscellaneous hardware or fittings not mentioned shall be galvanized in accordance with AASHTO M 111 or M 232.

Aluminum alloy fabric shall be used only with aluminum posts. Aluminum coated steel fabric and galvanized steel fabric shall be used only with steel posts.

(3) Gates. Frames for gates shall be galvanized steel or aluminum of the type and length shown on the plans. They may be either fastened at the corners by clamps and braces or welded. If steel is used the entire weld shall be galvanized. The gate fabric shall be of the same type material and be in accordance with the same specifications as the adjoining fence.

(c) WIRE FENCE.

(1) Woven wire and smooth line wire shall be of the size, gage and type shown on the plans and shall conform to ASTM A 116, Class 3 galvanizing.

(2) Barbed wire shall be 12 1/2 gage and shall conform to ASTM A 121, Class 3 galvanizing.

As an alternate to the barbed wire specified above, the wire may consist of two strands of high tensile wire, each having the same galvanized and breaking strength as the Class 3, 12 1/2 gage wire and conforming to the remaining requirements of ASTM A 121 for a four point barb.

Gage of the high tensile barbed wire shall be as follows:

Strand wire gage	15 1/2
Barb wire gage	17

(3) Staples used to attach the wire fencing to wood posts shall be galvanized 9 gauge, 1 1/2" in length. Wire ties shall be minimum No. 11 gage galvanized wire. Wire stays shall be spiral twist-on type of minimum No. 10 gage galvanized smooth wire.

(4) Wood posts and braces of the dimensions shown on the plans shall be Southern Pine or Douglas Fir species and shall be treated with five (5) percent minimum, by weight, pentachlorophenol by a standard empty cell or full cell process in accordance with American Wood Preservers Association (AWPA) practice to retain not less than 8 pounds per cubic foot of wood. Posts shall be peeled, sound and straight-grained and shall be free from cracks, splits and decay. Posts shall be round and the diameter shall not be less than the diameter shown on the plans.

Steel line posts shall be studded T post weighing 1.33 pounds per lineal foot plus or minus five (5) percent, excluding anchor plate. The steel posts shall be shop painted with a minimum of one coat of rust inhibiting primer and a finish coat of weather resistant paint except where galvanized posts are specified. Tubular steel posts shall be galvanized and shall conform to AASHTO M 181.

Hardware and fittings shall conform to ASTM F 626. Any miscellaneous hardware or fittings not mentioned in ASTM F 626 shall be galvanized in accordance with the applicable requirements of AASHTO M 111 or M 232.

(5) Gates shall be a commercial type five panel gate constructed of galvanized steel or aluminum. The horizontal panels shall be welded or riveted to the vertical and diagonal sections to provide a sag proof gate. Gates shall be the size shown on the plans.

The hardware supplied shall be adequate for proper installation of the gates and shall consist of at least two hinges and one latch. The hinges shall be either a bolt or lag screw type. The latch shall be of such design that a padlock may be used for locking. Hinges and latches shall be galvanized.

(d) WOOD FENCE. Wood fence shall be constructed with treated wood boards mounted on wood or steel posts as shown on the plans. Wood posts and braces shall be Southern Pine or Douglas Fir species and shall be treated by a standard empty cell or full cell process in accordance with the American Wood Preservers Association (APWA) practice using pentachlorophenol or chromate copper arsenate (CCA) with a minimum retainage of 0.40 pounds per cubic foot of wood for posts and 0.025 pounds per cubic foot for stringers and pickets. Wood posts shall be peeled, sound and straight-grained, and shall be free from cracks, splits and decay. Steel posts, where specified, shall conform to Class 1 of AASHTO M 181, shall be galvanized steel, and shall be the size shown on the plans.

Wood pickets shall be SAS treated pine, No. 2 grade, 1 inch by 6 inches by 6 feet. Stringers shall be 2 inches by 4 inches by 8 feet, No. 2 treated pine. For wood fencing installed to replace existing wood fencing, the posts, pickets and stringers shall match the existing fence.

(e) CONCRETE. Concrete for fence installation shall be Class "B" conforming to the requirements of Section 401 of these specifications.

(f) SALVAGED MATERIALS. The materials to be used in the reconstructed fences shall be the materials salvaged from the existing installation where possible. Materials that are not in a condition to be moved or which are damaged during salvaging operations shall be replaced by serviceable material of the same type and size of the material removed. All replacement material shall be equal to or better than the existing fencing and shall be satisfactory to the Engineer.

907.04 CONSTRUCTION REQUIREMENTS.

(a) GENERAL. The fence shall be constructed in accordance with the plans and as specified herein. The finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail.

The Contractor shall be responsible for maintaining accurate position and alignment of the fence. The Contractor shall preserve and protect all survey and right-of-way markers.

The Contractor shall schedule and arrange all work to maintain and protect livestock on adjoining property.

The connection or bracing of any part of the fence to trees will not be permitted.

Clearing shall be performed as necessary to construct the fence and shall be as specified in other sections of these specifications.

(b) CHAIN LINK FENCE. All posts shall be set in concrete as shown on the plans, plumb and true to line and grade. The concrete shall be thoroughly tamped around the posts. The posts shall be equally spaced in the line of fence not to exceed the spacing shown on the plans. The top of the footing shall be domed to drain water away from the post. Concrete in post footings shall be 7 days old before stretching and securing fabric to posts, bracing or hanging gates.

Top rails, when required, shall pass through post caps and shall be securely fastened to end, brace, pull and corner posts. Joints in top rail shall be made with expansion sleeve couplings, to provide a substantial connection and allow for expansion and contraction of the rail.

Before the fence fabric is placed, the tension wire shall be placed at the proper location, stretched taut, securely anchored to each end, corner or intermediate braced post and satisfactorily fastened to each line post.

The fence fabric shall be attached to the face of the post as noted on the plans or directed by the Engineer, except on curves, where the fabric shall be placed on the outside of the curve.

The end of the fabric shall be attached to the posts by means of a stretcher bar threaded through the end loops of the fabric and secured to the posts with clamps and bolts. The fabric shall be stretched to remove all slack with approved stretching equipment. The stretched fabric shall be secured to line posts, top rail, braces and tension wire with specified fabric fasteners. Fabric fasteners shall be placed on line posts at not greater than 14" centers and on top rail, braces and tension wire at not greater than 24" centers. Stretching operations shall be repeated at approximately every 100' for each run of fence.

Splicing of the fabric shall be done by interweaving a wire picket through each end loop of each piece of fabric in a manner that will neatly and securely fasten the lengths of fabric together.

Gates of the length and type shown on the plans shall be constructed at the location shown on the plans or as directed.

(c) WIRE FENCE. Line posts and pull assembles shall be spaced as shown on the plans. Wooden lines, corner, gate and pull posts may be driven in place provided the driving does

not damage the post, or they may be set in dug holes and backfilled with earth thoroughly compacted as placed, or set in concrete. Metal corner, gate, end and pull posts shall be set in concrete. Wire shall not be stretched onto posts set in concrete for a minimum of 7 days. Posts shall be set plumb.

The Contractor has the option of using wooden or steel posts and braces unless otherwise specified, but shall use the same material on the entire project.

The end, corner and pull posts shall be of the same material as the line posts for fences.

When solid rock is encountered with an overburden of loose rock or soil, the posts shall be set to the required depth for soil unless the penetration into solid rock exceeds 10 inches for line posts and 16 inches for end, corner, gate and pull posts. The hole in the rock shall have a minimum cross section dimension one inch greater than the post to be set. The posts shall be cut prior to setting to give the proper length above ground surface. The hole shall be filled with grout consisting of one part Portland cement and three parts concrete sand.

Wire tension braces for wooden pull, end and corner assemblies shall consist of a 9-gage wire passed through the posts to form a double wire. The wire shall be fastened to each post and the ends fastened together to form a continuous wire. The wires shall then be twisted together until the wire is in tension.

Where the new fence joins an existing fence, the two shall be attached in a satisfactory manner, with end parts being set as directed. Where the proposed fence intersects an existing fence, the end post shall be set for the existing fence clear of the proposed fence line as shown on the plans. The wire of the existing fence shall be stapled to the end post. When the point of intersection falls more than 2 feet from a post on the fence, a line post shall be set at the intersection.

Pull post assemblies shall be placed at intervals of not more than 330 feet in straight alignment on level or uniformly sloping ground and at sharp vertical angle points in the line.

Corner post assemblies shall be placed at all horizontal angle points of 15 degrees or more in the fence. When the distance from the corner post to the next corner or pull post is less than 165 feet, one approach span on the corner assembly may be omitted.

End post assemblies at fence ends, gates, bridge abutments, and on banks of streams shall be erected in the same manner as corner construction. Extra length posts shall be provided for crossing small streams, ditches, ravines or soft ground. Additional depth of set shall be secured in soft ground as directed.

The wire shall be attached to the face of the post as noted on the plans or directed by the Engineer, except on curves where the fencing shall be attached on the outside of the curve in order that the wire can be pulled tight against the posts. The wire shall be attached to wood line posts with staples driven at right angles to the grain and at a slight downward angle to attain the best anchorage. The staples shall not be driven tightly against the wire but shall leave just enough free space for adjustment in tension due to changes in temperature. Wire shall be attached to steel line posts with approved galvanized clips. All barbed wire and alternate line wires shall be fastened to the posts. Barbed wire and all line wire of woven fabric shall be fastened to end, corner and pull posts by wrapping the wire around the post and tying the wire back on itself with not less than 3 tightly wrapped twists.

Tension for stretching the barbed wire and mesh shall be applied by use of standard wire stretchers manufactured for that purpose. The use of trucks or tractors, except as anchors, will not be permitted.

Gates shall be erected at the locations and in the manner shown on the plans or as directed by the Engineer.

Gates shall be installed to operate properly and to swing in the direction indicated.

(d) WOOD FENCE. Line posts shall have a maximum spacing of 8 feet, center to center. Posts shall be set plumb in dug holes and backfilled with concrete. Gates shall not be placed onto posts set in concrete until seven days after placement of the concrete.

Stringers and pickets shall be installed on the posts with galvanized ringshank nails as shown on the plans.

Gates shall be erected at the locations and in the manner shown on the plans or as directed by the Engineer. Gates shall be installed plumb, level, and secure for full opening without interference. Hardware shall be adjusted for smooth operation and lubricated if necessary.

(e) REMOVAL AND RECONSTRUCTION OF FENCES.

(1) REMOVAL AND STORAGE. Care shall be taken in the removal of materials to prevent damage to posts, fencing, wire, gates, or other accessories. Fencing shall be coiled and tied tightly before storing. Fittings shall be tied together in bundles or boxed. Posts and other such items shall be neatly stacked on blocks to prevent contact with the ground. Excess fence materials removed form sections of fence, which are not to be relocated, shall be disposed of by the Contractor as specified in other sections of the specifications.

(2) RECONSTRUCTION. The fence shall be reconstructed in a workmanlike manner to the line shown on the plans or established by the Engineer. Reconstruction of the fence shall, in general, conform to the requirements for new fence as specified above and shall provide a fence equal to or better than the original.

(f) TEMPORARY FENCING. Temporary fencing shall be installed at locations shown on the plans within 48 hours of removal of existing fence, shall be maintained for the duration of the project, and shall be removed only after the permanent fencing has been installed. Temporary fencing shall utilize the existing removed materials where possible, and shall include the installation of temporary gates in locations closely approximating the existing gate locations. Temporary fence shall provide the same degree of security from intrusion as the existing fence provided.

907.05 MEASUREMENT AND PAYMENT.

Fence will be measured by the linear foot in place from outside to outside of the end posts. The length of gates will be excluded from this measurement. Gates will be measured by the unit.

Fences and gates completed and accepted under this item and measured as provided above will be paid for at the contract unit price per linear foot of the fence type and height specified and per each gate of the type and dimensions specified.

Temporary fencing, removal and disposal of existing fencing and relocation of existing fencing shall be measured by the linear foot. Gates removed or relocated or temporary gates associated with these pay items shall be considered incidental.

The contract unit prices mentioned above shall be full compensation for clearing, grading, setting posts, concrete, erecting the fence, excavation and backfill, materials and for all equipment tools, labor and incidentals necessary to complete the work. When the bid form does not contain an item for the construction, relocation, or removal and disposal of fences, the work will not be paid for directly, but will be considered incidental to Section 201 of these specifications.

No separate payment will be made for rock excavation required for fence construction.

No separate payment will be made for stream or channel crossings unless otherwise specified. These structures will be included in the measurement and payment for fence as stated above.

No separate payment will be made for termination or connection of existing fences.

Payment will be made under:

Pay Item	Pay Unit
__' Chain Link Fence	Linear Foot
__' Wood Fence	Linear Foot
Barbed Wire Fence ( ) Strand	Linear Foot
Gates – Chain Link ( ) ft. width	Each
Gates – Wood ( ) ft. width	Each
Gates – Galvanized steel ( ) ft. width	Each
Gates – Aluminum ( ) ft. width	Each
Removal and disposal of fences (type)	Linear Foot
Relocation of fences (type)	Linear Foot
Temporary fence	Linear Foot

entonville Sidewalk Im

PIIP21-0006

292

3 CIRCLE SIDEWALI

Benton County, Ark

actor Shall Be Solely And Completely Responsible For Conditions Of The Job Site, Including Safety Of All Persons And uring All Phases Of Construction Of This Site. This Requirement Shall Apply Continuously And Shall Not Be Limited To on Working Hours.

ontractor's Responsibility To Take All Precautions Necessary To Avoid Property Damage To Adjacent Properties During ruction Phases Of This Project.

ions, Unless Otherwise Noted, Are To The Back Of Curb, Face Of Building, Edge Of Pavement, Or Centerline Of Stripe. All ' Unless Otherwise Noted.

· Shall Coordinate And Comply With All Utility Companies Involved In Project And Pay All Required Fees And Costs.

ierwise Noted, All Curb Shall Be 6" Type "A" Concrete Curb And Gutter. Refer To Detail Sheets.

Sidewalks Shall Be A Minimum Of 5' Wide Unless Otherwise Noted.

uction Shall Conform To The City Of Bentonville Development Regulations.

, Pavement Markings, And Striping Shall Conform To The Manual Of Uniform Traffic Control Devices (MUTCD) Standards ations.

Lighting Shall Have "Cut-Off" Fixtures In Accordance With The City Of Bentonville Requirements.

Currently No Parking Lot Light Poles Proposed For This Site.

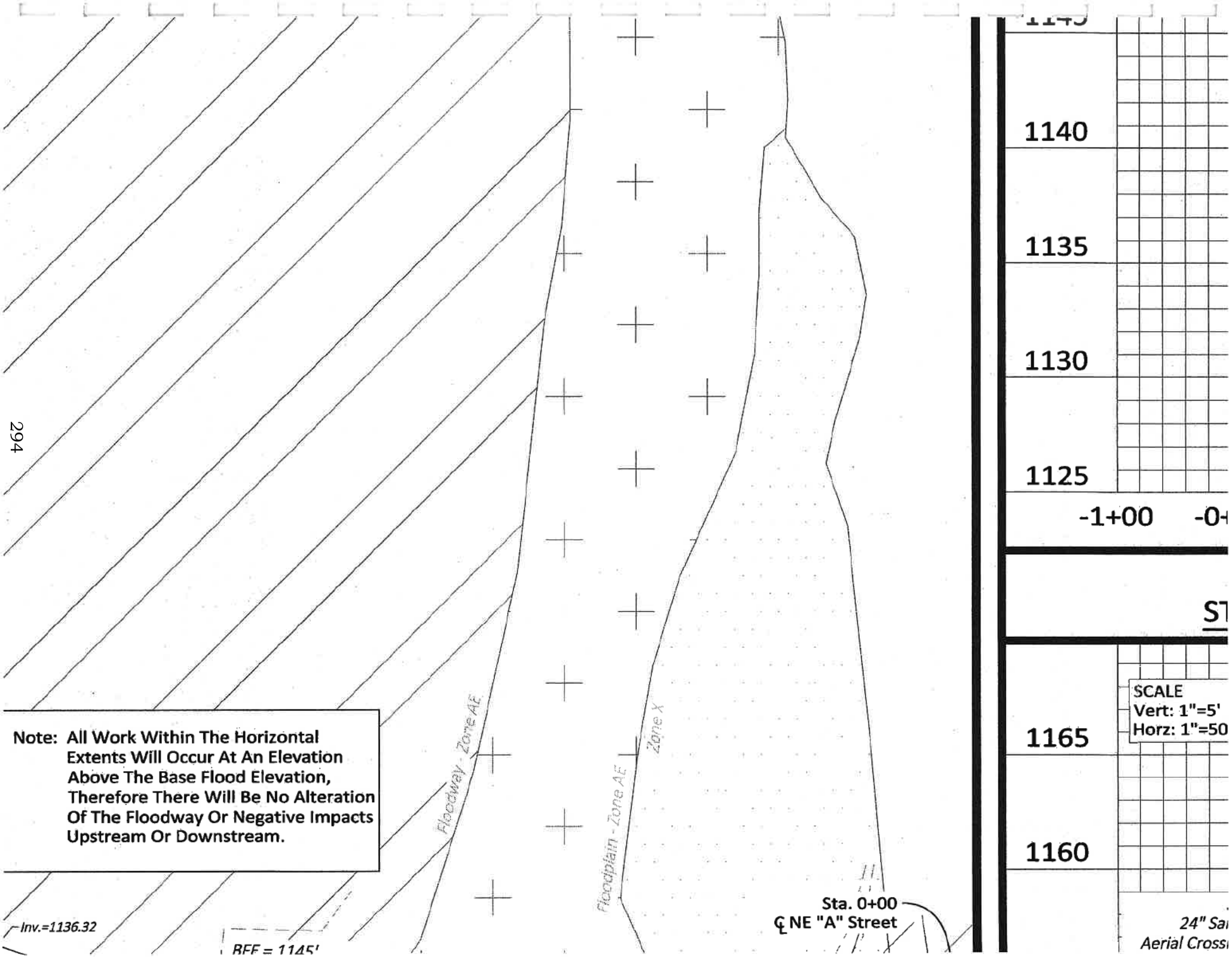
f Bentonville Street Standards, Drainage Criteria Manual, Subdivision Ordinance, Water, Sewer, Electric Utility ons, And State Code Shall Govern These Plans. If There Are Discrepancies In The Plans Or Information Contained Within, ntonville Ordinances, Standards, And Specifications Shall Rule, Unless, Approved In Writing By The City Engineer.

le An Inspection Or Test With The City of Bentonville Engineering Department, Inspections Must Be Called In 3168) By The Engineer Of Record 24 Hours In Advance Before 10am For An Inspection The Following Day.

recon Will Be Required Before Any Paving Of Streets. All Test Results And inspections To Be Verified And in File Before g Pre-Pave Precon.

actor Shall Submit A Traffic Control Plan To The Engineer Of Record For Review. If The Engineer Of Record Determines Traffic Control Plan Conforms To The Manual Of Uniform Traffic Control Devices (MUTCD), Then It Shall Be Submitted To or Review And Approval. The Contractor Shall Not Close Any Lanes Or Streets Until The Traffic Control Plan Is Approved. Control Plan Shall Include A Schedule That Addresses Dates, Times, And Durations

CONSTRUCTION:


1140
1135
1130
1125
-1+00
-0+
1165
1160
SCALE
Vert: 1"=5'
Horz: 1"=50
Note: All Work Within The Horizontal Extents Will Occur At An Elevation Above The Base Flood Elevation, Therefore There Will Be No Alteration Of The Floodway Or Negative Impacts Upstream Or Downstream.
Floodway - Zone AE
Floodplain - Zone AE
Zone X
Sta. 0+00
℄ NE "A" Street
Inv.=1136.32
RFF = 1145'
24" Sa
Aerial Cross

Floodway - Zone AE
BFE = 1145'
Inv=1136.32
1150
Floodplain - Zone AE
Floodway - Zone AE
Zone X
NE Cub Circle (Local)
2+50
3+00
1155
FD
SF 7150

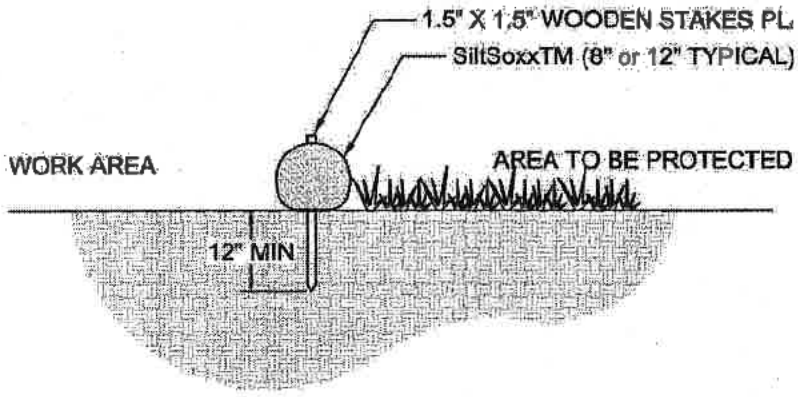
EC-50: CONCRETE WASHOUT AREA

Not to Scale 4-21-10

rity. SiltSoxx™ should be regularly
ce sure they maintain their shape and
lequate hydraulic flow-through. If
s excessive, additional SiltSoxx™
to reduce effective slope length or
l may be necessary. SiltSoxx™ shall
il area above has been permanently
nstruction activity has ceased
tor shall maintain the SiltSoxx™ in
condition at all times and it shall be
pected.
ox™ have been damaged, it shall
or replaced if beyond repair.
tor shall remove sediment at the
pslope side of the SiltSoxx™
ulation has reached 1/2 of the
ght of the SiltSoxx™, or
y the Engineer. Alternatively, a
™ can be placed on top of
behind the original one creating
nt storage capacity without soil

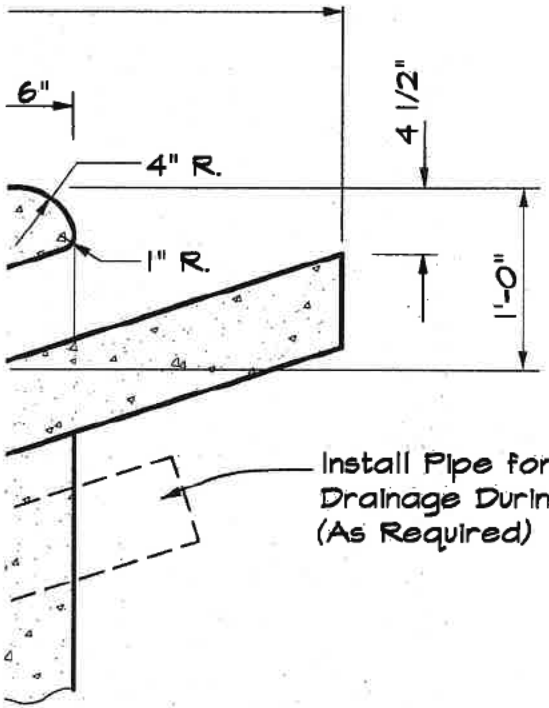
hall be maintained until disturbed
ie device has been permanently
d construction activity has ceased.

5. The FilterMedia™ will be dispersed on site once disturbed area has been permanently stabilized, construction activity has ceased, or as determined by the Engineer.
6. For long-term sediment and pollution control applications, SiltSoxx™ can be seeded at the time of installation to create a vegetative filtering system for prolonged and increased filtration of sediment and soluble pollutants (contained vegetative filter strip). The appropriate seed mix shall be determined by the Engineer.

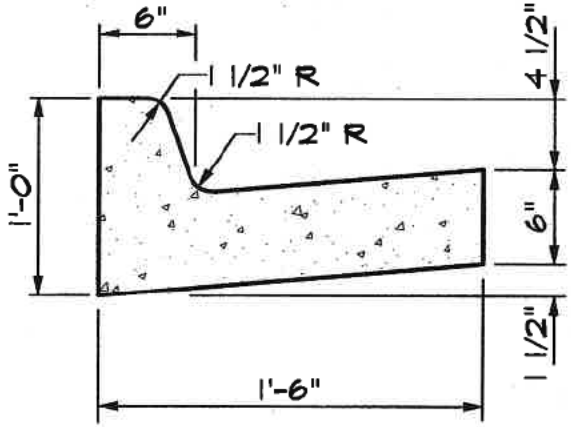


SECTION NTS



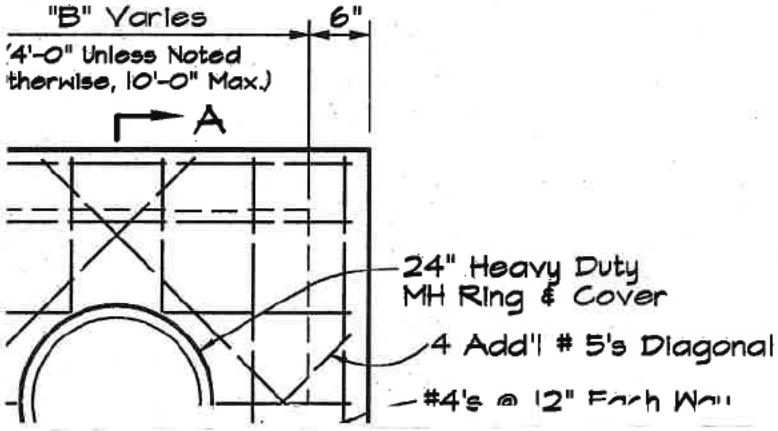


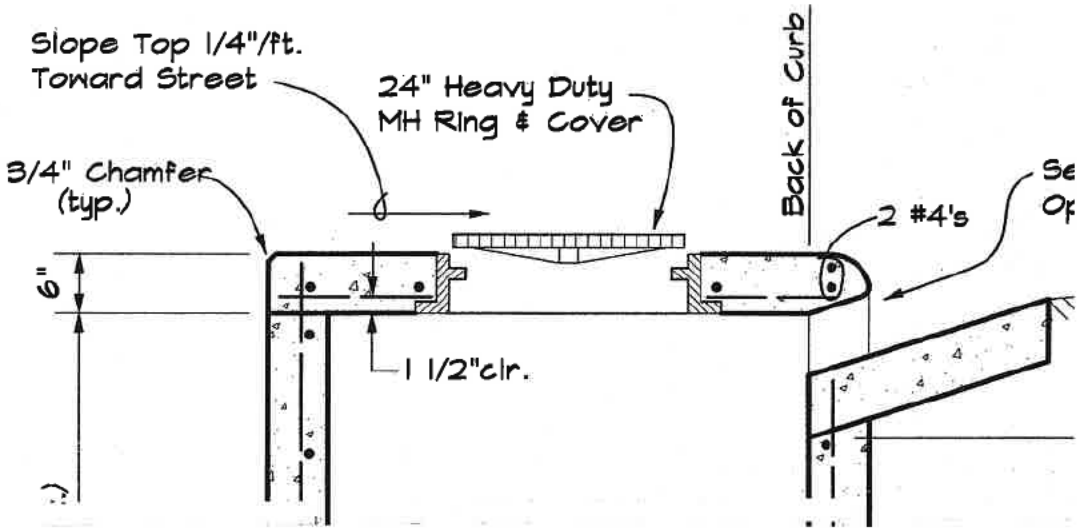
CURB INLET OPENING DETAIL



ST-10: TYPE "A" CURB & GUTTER

Not to Scale





Agenda Item Form

Date of City Council Meeting	**10/12/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget Adjustment in the amount of $48,958.60 for IFB-21-49 - 2019 Sidewalk Improvements: Cub Circle PIIP21-0006.

Estimated Cost	**$48,958.60**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

A portion of these funds have been budgeted in both the Engineering Sidewalk account and the Street Sidewalk account, that combines for $171,613.25. The additional funds required of $48,958.60 would be transferred from the General fund to the Street Sidewalks account. See attached budget adjustment.

Budget Adjustment Request

Date of City Council Meeting	**10/12/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget Adjustment in the amount of $48,958.60 for IFB-21-49 - 2019 Sidewalk Improvements: Cub Circle PIIP21-0006 . Between the Street and Engineering sidewalk accounts there is $171,613.25 available. This budget adjustment will bring the total amount available up to $220,571.85. The General Fund budget adjustment and funds from Engineering Sidewalk account will be moved to the Street Sidewalk account. The remaining amount needed for the project will be paid from street fund reserves.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101630	47384	Sidewalk-Streets		$ (69,934.25)
203810	47384	Engineering-Sidewalk		$ 118,892.85
101630	49120	Transfer Out		$ 69,934.25
203810	39110	Transfer In	$ 69,934.25	
		Totals	$ 69,934.25	$ 118,892.85
		Net Impact on Fund Balance	$	(48,958.60)

*Final Account Number will be determined by Accounting Department after approval and purchase

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: Waiver of Bid

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance approving a bid waiver to allow City payment to Benton County; covering materials cost only for the overlay of Phillips Cemetery Road. Benton County placed the material at no cost to the City.

Estimated Cost	**$50,707.52**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

Waiver of Bid Request

Date of City Council Meeting	**10/26/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Vendor	**Benton County**
Total Cost	**$50,707.52**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Purchase of 890.5 tons of type II asphalt @ $52.97 per ton.

Justification ***(Enter justification in space below):***

The City is responsible for a portion of Phillips Cemetery Road. The City's portion was scheduled for overlay this year, and was included in the 2021 budget. This amount reflects the cost for materials only; Benton County performed the labor for the overlay at no cost to the City. Because this cost is for materials only (with no markup), it is a lower cost to the City for the overlay of this portion than what the cost would have been to competitively bid the labor and materials; for this reason, it was impractical to solicit competitive bids.

Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 10-26-2021

TO: City Council, Mayor Orman

FROM: Tony Davis, Street Manager

RE: Bid Waiver Request

The Street Department is asking for a bid waiver to reimburse Benton County for the City's cost share for the overlay of Phillips Cemetery Road. This road is on the City's approved overlay list for 2021. Benton County performed the labor for the overlay at no cost to the City, resulting in a substantial cost savings. Because this cost is for materials only (with no markup) it is a lower cost to the City for the overlay of this roadway than what the cost would have been to competitively bid the labor and materials; for this reason, it was impractical to solicit competitive bids. Attached you will find the invoice from Benton County.

Sincerely,

[redacted]

Tony Davis
Street Manager
City of Bentonville

Benton County

INVOICE

215 E. Central Ave, Box 4
Bentonville, AR 72712
Phone: 479-271-5767
Fax: 479-271-1748

DATE: 8/26/2021
INVOICE # 21-02

Due Date 9/26/2021

BILL TO

CITY OF BENTONVILLE
305 s w a st
bentonville ar 72712
bentonville street dept.

DESCRIPTION			AMOUNT
CITY OF BENTONVILLE PORTION phillips cemetery rdcity			
asphalt type 2 surface	52.97 per ton	890.50 tons	$47,169.79
		tax	3,537.73
		Subtotal	$ 50,707.52

TOTAL Due **$ 50,707.52**

If you have any questions about this invoice, please contact
Brenda M. Peacock, Comptroller - 479-271-5767
Brenda.Peacock@bentoncountyar.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE REIMBURSEMENT TO BENTON COUNTY FOR A PORTION OF THE COSTS ASSOCIATED WITH THE OVERLAY OF PHILLIPS CEMETERY ROAD AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Benton County for the reimbursement of certain costs associated with the overlay of Phillips Cemetery Road.

Section 2: Because this was a cooperative project crossing jurisdictions and because Benton County performed the labor at no cost, resulting in substantial cost savings and is asking for reimbursement for materials only, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Bid Award to Scott Equipment Company through participation in the Sourcewell Cooperative contract, 03119-VCE, to purchase a Volvo EWR170E Wheeled Excavator in the amount of $224,494.00 plus applicable taxes. Use of a Co-Op is allowed pursuant to Arkansas State Statute 19-11-249. Purchasing performed an evaluation of Contract 032119-VCE determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a budgeted item in the 2021 budget so no adjustment is needed. Please see the attached memo.

Estimated Cost	**$224,494.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 10-26-2021

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Award for Wheeled Excavator

On 4-8-2021 the City received five bids for a wheeled excavator. All bids were over the $250,000 budget. With none able to meet the specifications as advertised, no bids were awarded.

Working with the Purchasing Department, the Street Department has been able to find a wheeled excavator that meets the requirements and is within budget by using a Sourcewell Cooperative contract through Scott Equipment Company.

The Street Department is asking for a bid award to Scott Equipment Company in the amount of $224,494.00 plus applicable taxes utilizing the Sourcewell Cooperative contract 03 1 19-VCE to purchase a Volvo EWRI 70E wheeled excavator.

Sincerely

[redacted]

Tony Davis
Street Manager
City of Bentonville

Quote Valid for 90 days

Sourcewell Formerly NJPA Awarded Contract

Contract: 032119-VCE

Date:

Buying Agency:	City of Bentonville Arkansas	**Dealership:**	Scott Equipment Company
Contact Person:	Daniel Clardy	**Prepared By:**	Mike Cassel
Phone:	479-271-3130	**Phone:**	479-409-8568
Email:	dclardy@bentonvillear.com	**Email:**	mcassel@scottcompanies.com
Sourcewell Product Code	C - Volvo Pricing Catalog: Wheeled Hydraulic Excavators		

A. Catalog / Price Sheet Items being purchased

Quan		Unit Pr	Total
1	Volvo EWR170E Wheeled Excavator	$221,389	$221,389
	TOTAL Purchse Price at Bottom of this Page		
		Sourcewell Machine Price:	$221,389
		Additional Discount:	-$11,000
		Subtotal A:	**$210,389**

B. Sourced and/or Non-Contracted Items

Quan	Description	Unit Pr	Total
1	Non Contract Craig 72" Hydraulic Tilting Bucket 0.910 CU.YD.	$11,105	$11,105
1			$0
1			$0
1			$0
1			$0
1			$0
1			$0
1			$0
		Subtotal B:	**$11,105**

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	$1,000
PDI	$2,000
Subtotal C:	**$3,000**

Delivery Date:	**6/1/2022**	**D. TOTAL PURCHASE PRICE (A+B+C):**	**$224,494**

Version 18

Description	Part #	List Price
EWR170E	**EWR170E**	**$278,411**
2-piece boom	XW10125	$20,973
Linkage w/o lifting eye	XW10310	$0
Twin 10.00 16PR Bridgestone	XW20111	$9,094
Stone protect.rings T/wheels	XW20310	$272
Blade front par, OR rear, bolt	XW20653	$22,212
Tool box left hand side (including steps)	XW20810	$843
Axles Standard 8`4" (2.55m)	XW20910	$1,417
Axle locking plate 15mm	XW21010	$0
Engine NA (MY 2019)	XW30113	$0
Tropical cooling.	XW30212	$0
35 km/h (22 mph) Equipment	XW30712	$0
CareCab w/ opening hatch	XW40110	$567
Seat, air suspension with heater	XW40212	$1,507
Seat belt, 3 inch retractable	XW40313	$0
Joystick, proportional	XW40412	$2,888
Radio MP3&USB&Bluetooth	XW40714	$0
Dust net for radiator and oil cooler	XW41114	$0
Halogen work lights, mono boom	XW50111	$180
Halogen work lights, cab front	XW50113	$243
Travel alarm w/ 10 sec delay	XW50116	$0
Standard travel lights, LED	XW50126	$416
Additional camera on right hand	XW50128	$0
VSV(Volvo Smart View) for IC	XW50144	$3,996
Electrical center passage, 18 channels	XW50213	$1,192
CareTrack, GSM/Satellite	XW50418	$0
CareTrack Connectivity 4 yr Subscription	XW50611	$0
Hydraulic long life oil ISO VG46	XW60116	$1,254
X1, Breaker/Shear Piping	XW60245	$1,155
Hydraulic proportional pedal	XW60615	$191
X1 flow & pressure control	XW60411	$919
Quick fit piping, SQF	XW60832	$1,624
Pilot control pattern change	XW60910	$1,719
Boom float hydraulics	XW60912	$2,028
Manual, English	XW70322	$0
Manual, safety	XW70344	$0
Counterweight standard (9,920 lbs)	XW80115	$0
Frame Lifetime Warranty	XW80342	$589
Conversation Oversea Transport	XW80345	$0
No bucket w/ pins	XW8297918	$0
Arm, 8`6" (2.6m)	XW10212	$7,035
CDC Steering system w steering column	XW40420	$5,409
Boom suspension system	XW60929	$6,267
Linkage With Lifting Eye	XW10311	$307

Total List Price		**$372,708**
Sourcewell % off List		40.6%
Sourcewell Machine Price		**$221,389**

See Front Page of Quote for Total Purchase Price

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Parks and Recreation / Transportation**
Submitted by	**David Wright**
Phone	**(479) 271.6813**

Item Type: (*Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution authorizing a Real Estate Transaction with Michael and Kensley Walden, in the amount of $4,800, for approximately .2 acres of property immediately adjacent to their residence at 11 Ridgeview Lane.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: October 13, 2020

Re: Resolution authorizing real estate transaction for sale of approximately .2 acre of land at 11 Ridgeview Lane.

Parks and Recreation and Legal Staff recommend City Council approval of a resolution authorizing the sale of land at 11 Ridgeview Lane.

Recently, the City of Bentonville learned the residence at 11 Ridgeview Lane had a fence line and private amenities on public property. The City-owned property is a wooded and natural area near the Slaughter Pen Mountain Bike Park. A previous owner of this property took the liberty of constructing a swimming pool and play area on City Property. Additionally, they sold the land to the current owners without revealing their actions.

The current owners, Michael and Kensley Walden, approached the City and are taking every action to correct the issue at hand. The Walden Family paid all expenses for an appraisal and survey and are offering the City of Bentonville the full appraised amount for the approximately .2 acres of property. The offer amount is $4,800.

If Council approves this resolution, it authorizes Mayor Orman to sign the O&A Paperwork and move this sale into closing. While the previous owner's actions are something we do not support, we do support the Walden Family's actions and cooperation in correcting the issue.

If you have any questions regarding this item, please contact David Wright at dwright@bentonvillear.com.

Attachments:
Offer & Acceptance – 11 Ridgeview Lane
Appraisal Report
Survey – 11 Ridgeview Lane
Presentation of Property Information

OFFER AND ACCEPTANCE

PARTIES: the City of Bentonville, Arkansas, as "Seller", and Michael Ray Walden and Jonna Kensley Walden, husband and wife, as "Buyers", hereby agree that the Seller shall sell and Buyers shall buy the following property upon the following terms and conditions:

1. DESCRIPTION:

a) Legal description of real estate ("Property") located in Benton County, Arkansas:

A PART OF LOT NUMBERED ONE (1) OF MOUNTAIN BIKE ADDITION, BENTONVILLE, ARKANSAS, AS SHOWN ON THE PLAT OF SAID ADDITION FILED FOR RECORD JUNE 24, 2009 IN PLAT BOOK 2009 AT PAGE 325 OF THE LAND RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON REBAR AT THE NORTHWEST CORNER OF LOT NUMBERED FOURTEEN (14), NORTHAVEN HILLS SUBDIVISION, PHASE 1, BENTONVILLE, ARKANSAS, AS SHOWN ON THE PLAT OF SAID SUBDIVISION FILED FOR RECORD AUGUST 4, 1995 IN PLAT BOOK 20 AT PAGE 275 OF THE LAND RECORDS OF BENTON COUNTY, ARKANSAS; THENCE ALONG AN EXISTING CHAIN LINK FENCE, THE FOLLOWING BEARINGS AND DISTANCES:
N54°06'26"E 59.71 FEET TO A FENCE CORNER;
N26°44'23"E 30.09 FEET TO A FENCE CORNER;
N10°27'17"E 72.61 FEET TO A FENCE CORNER;
N76°46'06"E 44.08 FEET TO A FENCE CORNER;
S24°49'34"E 94.62 FEET TO A FENCE CORNER; THENCE LEAVING SAID CHAIN LINK FENCE, S09°24'06"E 15.26 FEET ALONG AN EXISTING WOOD PRIVACY FENCE TO A POINT ON THE NORTH LINE OF SAID LOT FOURTEEN (14), SAID POINT BEING S75°09'41"W 0.84 FEET FROM A SET 1/2" IRON REBAR AT THE NORTHEAST CORNER OF SAID LOT FOURTEEN (14); THENCE S75°09'41"W 165.74 FEET TO THE POINT OF BEGINNING, CONTAINING 0.217 ACRES (9438.5 SQUARE FEET), MORE OR LESS.

b) Street address, if any, of the Property being conveyed is:
11 Ridgeview Lane, Bentonville, AR 72712

2. PURCHASE PRICE: $4,800.00 cash on closing.

3. SURVEY AND ROPERTY LINE ADJUSTMENT: Buyers shall obtain a survey of the property and complete a required property line adjustment through the City of Bentonville Planning process. The cost for these items shall be paid by the Buyer. The survey shall provide the legal description to be used in the deed.

4. TITLE COMMITMENT; PERMITTED EXCEPTIONS:

Buyers shall obtain, at Buyer's sole expense, a preliminary title insurance commitment for the Property showing fee simple title in Seller, issued by the Escrow Agent in its capacity as a licensed agent for a nationally recognized title insurer acceptable to Buyers (the **"Title Commitment"**). At Closing, such insurer, at Buyer's sole expense, shall issue to Buyers an owner's title insurance policy in the amount of the Purchase Price (the "**Title Policy**"). The Title Commitment and the Owner's

Title Policy shall be subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract or otherwise acceptable to Buyer, and in the case of the Title Commitment, those items which shall be discharged by Seller at or before closing. Buyers shall have twenty (20) days from the date of receiving Title Commitment to examine it. If title is found defective, if Buyers have objections to the Survey (as defined below) or the issuer of the Title Commitment has not provided satisfactory assurances that the Title Requirements will be met, Buyers shall notify Seller in writing, within twenty (20) days from the date of receiving the Title Commitment specifying the objection(s) to the Title Commitment or Survey. If the objection(s), in Buyer's opinion, renders title unmarketable, uninsurable, or the objections affect Buyer's intended use of the Property, development of the Project, ability to obtain construction and permanent financing for the Project or contain terms Buyers deem unreasonable, Seller will have thirty (30) days from receipt of such notice within which to attempt to remove such objection(s) to the Title Commitment or Survey. Seller agrees that it shall use a diligent, good faith effort to correct any objection(s), provided, however, Seller shall not be required to spend an amount it deems unreasonable to correct any such objections. If Seller is unsuccessful in removing such objection(s) within said time, Buyers shall have the option of (i) extending such time period, (ii) accepting the title as it then is, or (iii) rescinding this Contract and thereupon Buyers and Seller shall be released, as to one another, of all further obligations and all damages arising under this Contract.

5. BUYER'S REQUIREMENTS: Buyers shall undertake to remove the conditions to closing contained in this Contract in a timely manner. Seller agrees to cooperate fully with Buyers with respect to Buyer's efforts to obtain all relevant information pertaining to the Property and the permitted uses of it. In the event such conditions cannot reasonably be removed Buyers may terminate this Contract. In the event Buyers do not notify Seller in the manner set forth in paragraph 10(a) of the failure of a condition or Buyer's decision to terminate within (10) days of the Council Approval Date (the **"Buyer's Inspection Period"** or the "**Inspection Period**"), all of Buyer's conditions shall be deemed satisfied

6. SELLER DOCUMENTS: Seller agrees to deliver to Buyers within ten (10) days of the Effective Date copies of the following: all title insurance policies and surveys; all plats, covenants, deeds, easements, development plans, construction plans, if any; and environmental reports relating to the Property (collectively, the "**Seller Documents**"). Buyers shall return all Seller Documents if the Closing does not occur and shall keep the Seller Documents confidential to the best of its ability.

7. PROVISIONS WITH RESPECT TO CLOSING:

a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller on or before November 15, 2021, or at such earlier date as agreed mutually, unless extended by other provisions hereof.

b) Seller's Obligation at Closing. At Closing, Seller shall furnish good and marketable title at closing and execute, acknowledge, and deliver to Buyers a Deed conveying the Property to Buyers subject to:

(i) taxes and assessments for year of closing and subsequent years;

(ii) restrictions, easements and zoning ordinances of record, if any;
(iii) public utility easements of record, if any.

c) Buyer's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller, Buyers shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in this Agreement.

d) Closing Costs.
e) Buyers shall pay all costs and expenses in connection with the Closing, including the following:

(i) Documentary stamps which are required to be affixed to the Deed;
(ii) The intangible tax required by law on the mortgage.
(iii) All recording costs, including recording of the deed, mortgage, and any documents required in connection with the title insurance commitment.
(iv) The premium payable for the title commitment and title policy issued pursuant thereto, if any.
(v) Survey work.

f) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

8. OTHER CONTRACTUAL PROVISION:

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above. Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Buyers are prohibited from assigning all or any part of this Agreement.

c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.

f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

g) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

j) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before October 30, 2021, this offer shall thereafter be null and void. The date of the Agreement ("Effective Date") shall be the date when the last one of the Seller and Buyers have signed this offer.

k) City Council Approval. This contract is conditioned upon the City of Bentonville receiving Approval from the Bentonville City Council to sell this property pursuant to the terms and conditions herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witnesses: "Buyers" (Michael Ray Walden and Jonna Kensley Walden) by:

[redacted]

Michael Ray Walden

[redacted]

Jonna Kensley Walden

Date: 10/10/2021

Attest:

[redacted]

Joseph Y. Williams

"Seller" (The City of Bentonville, Arkansas) by:

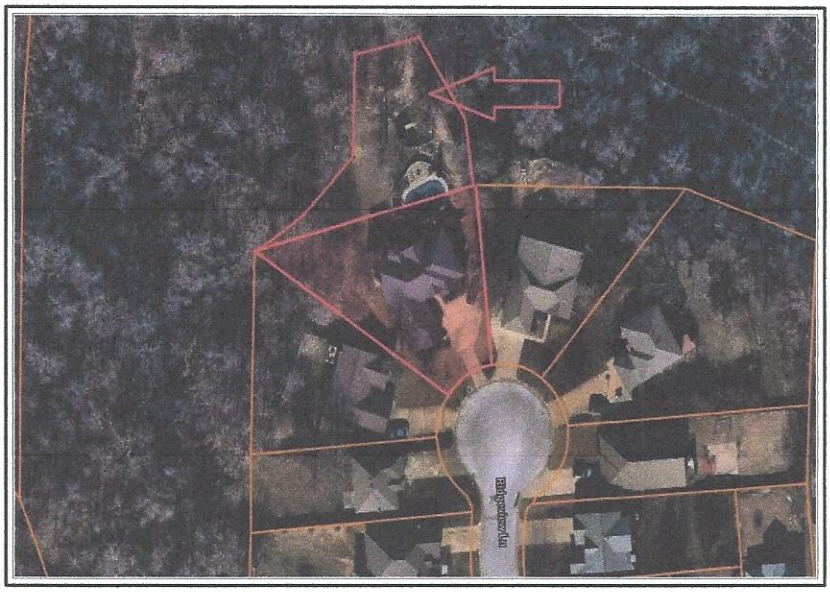
_____
Mayor Stephanie Orman

Attest:

_____ Date: _____
City Clerk

APPRAISAL REPORT

OF



11 Ridgeview Lane
Bentonville, Arkansas 72712

PREPARED FOR

Michael and Jonna Walden
11 Ridgeview Lane
Bentonville, Ar 72712

AS OF

07-30-21

PREPARED BY

The Real Estate Consultants
118 N. East Ave
Fayetteville, AR 72701

THE REAL ESTATE CONSULTANTS

• REALTORS • APPRAISERS • CONSULTANTS •

118 N. East Ave.
P.O. Box 74
Fayetteville, AR 72702
Phone (479) 442-0762

Michael and Jonna Walden
11 Ridgeview Lane
Bentonville, AR 72712

Re: Property: A Part of Lot 1 Mountain Bike Addition, Bentonville AR 72712

File No: 21-0089

Opinion of Value: $4,800
Effective Date: 07-30-21

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, in unencumbered fee simple title of ownership. The intended use is for the settlement of a property line readjustment between the City of the Bentonville and the property owner Michael and Jonna Walden. The intended users are Michael and Jonna Walden.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff, if we can be of additional service to you.

[redacted]

Mark E. Risk, GAA
License or Certification: #CG0202
State: AR Expires: 06/30/21
mrisk@trecinc.net



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The Real Estate Consultants

LAND APPRAISAL REPORT

File No. 21-0089
Case No. 6612

IDENTIFICATION

Owner Michael and Jonna Walden | Census Tract 0206.05 | Map Reference County Aerial
Property Address 11 Ridgeview Lane
City Bentonville | County Benton | State Arkansas | Zip Code 72712
Legal Description A part of Lot 1 of Mountain Bike Addition
Sale Price $ N/A | Date of Sale N/A | Property Rights Appraised [ ] Fee [ ] Leasehold [ ] De Minimis PUD
Actual Real Estate Taxes $ N/A (yr) | Loan Charges to be paid by seller $ | Other Sales Concessions
Client Michael and Jonna Walden | Address 11 Ridgeview Lane, Bentonville, Ar 72712
Occupant N/A | Appraiser Mark E. Risk, GAA | Instructions to Appraiser
Intended User Michael and Jonna Walden | Intended Use Sale of property

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[X] Fully Dev.	[ ] Rapid	[ ] Steady	[ ] Slow
Property Values	[X] Increasing	[ ] Stable	[ ] Declining
Demand/Supply	[X] Shortage	[ ] In Balance	[ ] Oversupply
Marketing Time	[X] Under 3 Mos,	[ ] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 100 %1 Family ___%2-4 Family ___% Apts ___% Condo ___% Commercial ___%Industrial ___% Vacant ___%
Change In Present Land Use [X] Not Likely [ ] Likely(*) [ ] Taking Place (*)
(*) From ___ To ___
Predominate Occupancy [X] Owner [ ] Tenant ___% Vacant
Single Family Price Range $ 197,000 to $ 375,000 Predominant Value $ 265,000
Single Family Age 25 yrs to 19 yrs. Predominant Age 25 yrs

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreational Facilities	X			
Adequacy of Utilities		X		
Property of Compatibility		X		
Protection from Detrimental Conditions		X		
Police and Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The neighborhood is primarily a residential suburban subdivision in North Bentonville. A desirable location with good access to main roadways, employment centers, medical offices, shopping and entertainment. Sugar Creek Elementary, Old High Middle, Lincoln Junior High, & Bentonville High school districts. There is an extensive network of trails for biking and hiking in the immediate area of the subject which has market appeal.

SITE

Dimensions 166.59 x 15.26 x 94.62 x 44.08 x 72.61 x 30.09 x 59.71 = Appx: 9,439 sf or .217 acre [ ] Corner Lot
Zoning Classification R-1 Residential Single Family | Present Improvements [X] do [ ] do not conform to zoning regulations
Highest and best use [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	X	
Gas	X	
Water	X	
San. Sewer	X	
	X Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS
Street Access [X] Public [ ] Private
Surface Asphalt
Maintenance [X] Public [ ] Private
[ ] Storm Sewer [X] Curb/Gutter
[ ] Sidewalk [ ] Street Lights

Topo Gently sloping
Size Smaller than average
Shape Irregular
View Wooded
Drainage Adequate upon inspection
Is the property located in a HUD identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): The subject site is an irregular shaped parcel which appears to be a remnant of land from an adjoining property. The tract is too small to build a conventional single family home. Hence the likely use is to assemble with the adjoining property.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.
For the Market Data Analysis [ ] See grid below [ ] See narrative attachment

	SUBJECT PROPERTY	COMPARABLE NO.1	+(-)$ Adjustment	COMPARABLE NO.2	+(-)$ Adjustment	COMPARABLE NO.3	+(-)$ Adjustment
Address	11 Ridgeview Lane Bentonville, Arkansas 72712	13010 Sharp Springs Rd Springdale, AR 72764		Interstate 49 Hwy Bentonville, AR 72712		Springdale Outlots Springdale, AR 72764	
Proximity to Subject		11.63 miles S		1.30 miles NW		14.97 miles S	
Sales Price	$ N/A	$ 1,283		$ 4,700		$ 50	
Price / /sq.ft.	$ 0	$ 0.16		$ 0.90		$ 0.013	
Data Source	Inspection	Benton Co. Assessor		Benton Co. Assessor		Washington Co. Assessor	
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 06/01/17	+385	DESCRIPTION 11/07/2007	+1,410	DESCRIPTION 07/09/20	+5
Location	North Bentonville	NW Springdale	+128	North Bentonville		West Springdale	+25
Site/View	9,439 sf / Avg..	.19 ac / Avg		.12 / Avg	+1,895	.09 / Avg	+2,500
Utilities	All available	Water & Elec	+2,000	All Available		All Available	
Shape/Topo	Irregular/Sloping	Irregular/Level		Irregular/Sloping		Rectangular/Sloping	
Street Type	None	None		None		None	
	NA	NA		NA		NA	
Sales or Financing Concessions	No Concessions	No Concessions		No Concessions		No Concessions	
Net Adj.(Total)		[X] Plus [ ] Minus $ 2,513		[X] Plus [ ] Minus $ 3,305		[X] Plus [ ] Minus $ 2,530	
Indicated Value of Subject		Net=196% Gross=196% $ 3,796		Net=70% Gross=70% $ 8,005		Net=5,060% Gross=5,060% $ 2,580	

RECONCILIATION

Comments on Market Data A sellers' market exists in the first half of 2021 with low inventory and high demand attributing to appreciating value conditions. Market conditions at the time of the effective date of the appraisal were considered good. The appraiser has researched and analyzed 3 comparable sales located within a close proximity to the subject property. All sales are of small remnant parcels similar to the subject in potential use. These type of properties are very unusual and difficult to find in the marketplace. The sales included in this report are all considered to be reliable with varying degrees of comparability to the subject tract and adequate indicators of the subject's value.

Comments and Conditions of Appraisal: The subject is a non-conforming lot essentially land locked and not accessible from a public roadway. The subject is not a buildable lot and therefore may only hold value for the home owner or adjoining property owner. It is unlikely that it will be marketable to an outside entity or potential buyer who is not the owner of the home at 11 Ridgeview Lane. The appraiser has found sales of very small tracts of land, which were purchased for assemblage with adjoining property.

Final Reconciliation: All sales are located within a reasonable proximity of the subject. The sales include non-buildable tracts of land. All sales are considered to be reliable and adequate indicators of the subject's value. Each sale will be given equal weight in arriving at a final value estimate.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 07-30-21 to be $ 4,800

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Produced by ClickFORMS Software 800-622-8727

Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712



FRONT OF SUBJECT PROPERTY
11 Ridgeview Lane
Bentonville, Arkansas 72712



REAR OF SUBJECT PROPERTY
11 Ridgeview Lane, Bentonville, AR
View from the home's rear deck



STREET SCENE
11 Ridgeview Lane, Bentonville, AR
Looking South from Subject

Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712



11 Ridgeview Lane, Bentonville, AR
Looking North behind House



11 Ridgeview Lane, Bentonville, AR
Area North of Pool behind house



11 Ridgeview Lane, Bentonville, AR
Looking West of Pool behind house

File No. 21-0089
Case No. 6612

Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712



COMPARABLE SALE # 1
13010 Sharp Springs Rd
Springdale, AR 72764



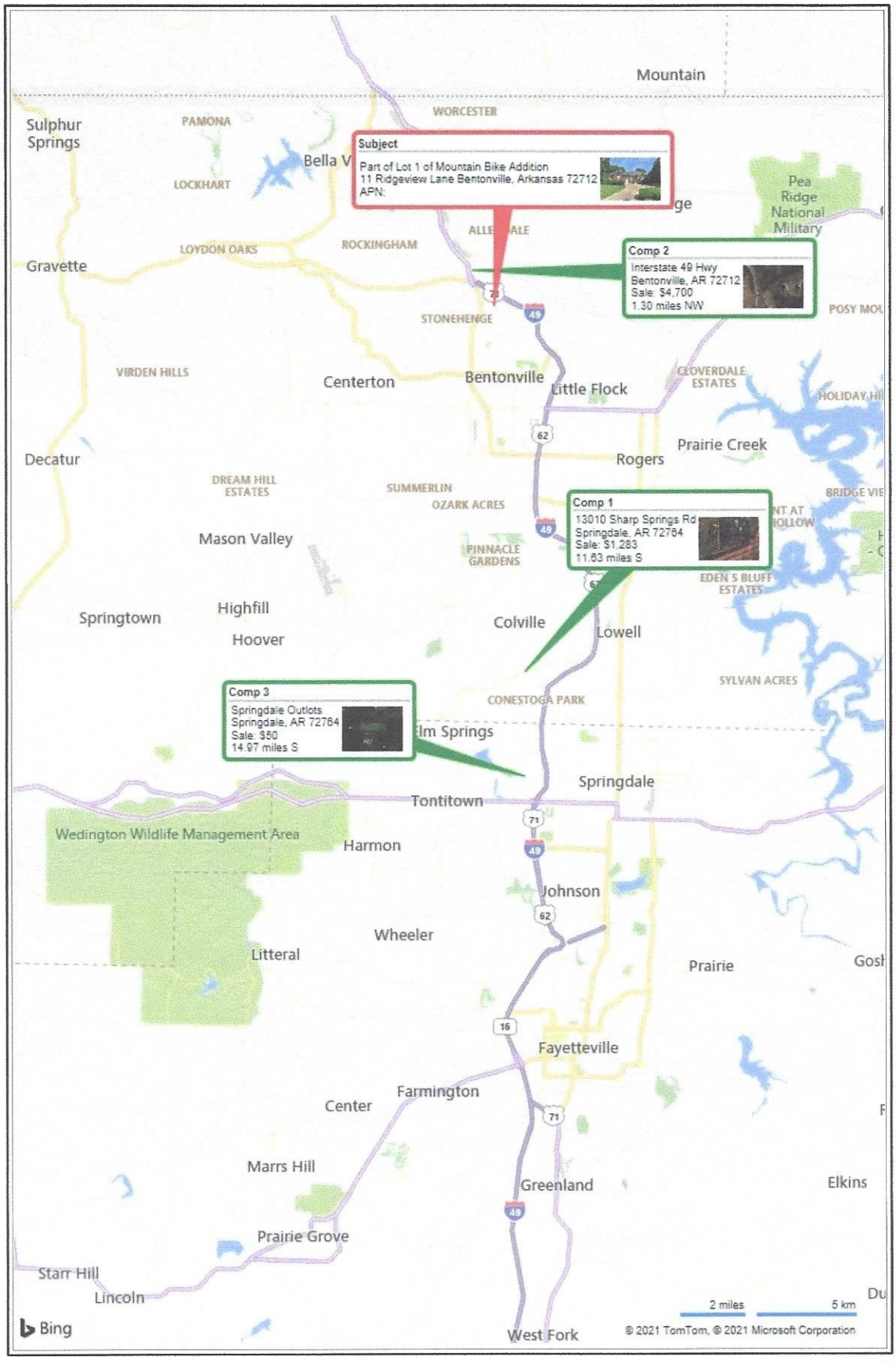
COMPARABLE SALE # 2
Interstate 49 Hwy
Bentonville, AR 72712



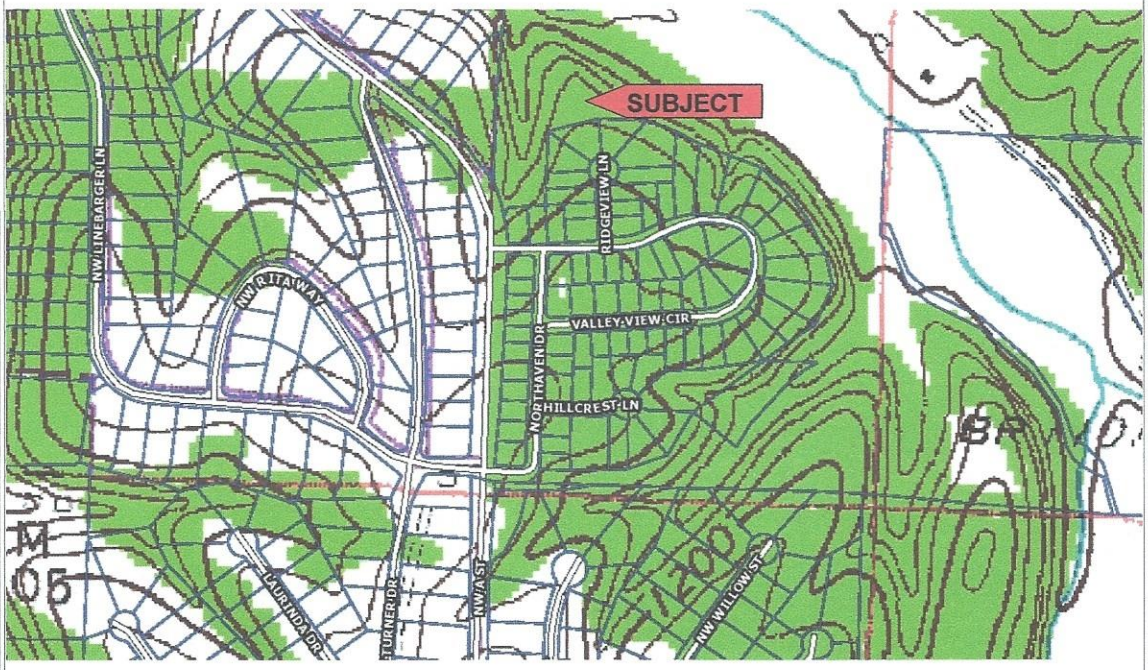
COMPARABLE SALE # 3
Springdale Outlots
Springdale, AR 72764

Borrower

Property Address	11 Ridgeview Lane						
City	Bentonville	County	Benton	State	Arkansas	Zip Code	72712
Lender/Client	Michael and Jonna Walden		Address	11 Ridgeview Lane, Bentonville, Ar 72712			



Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712

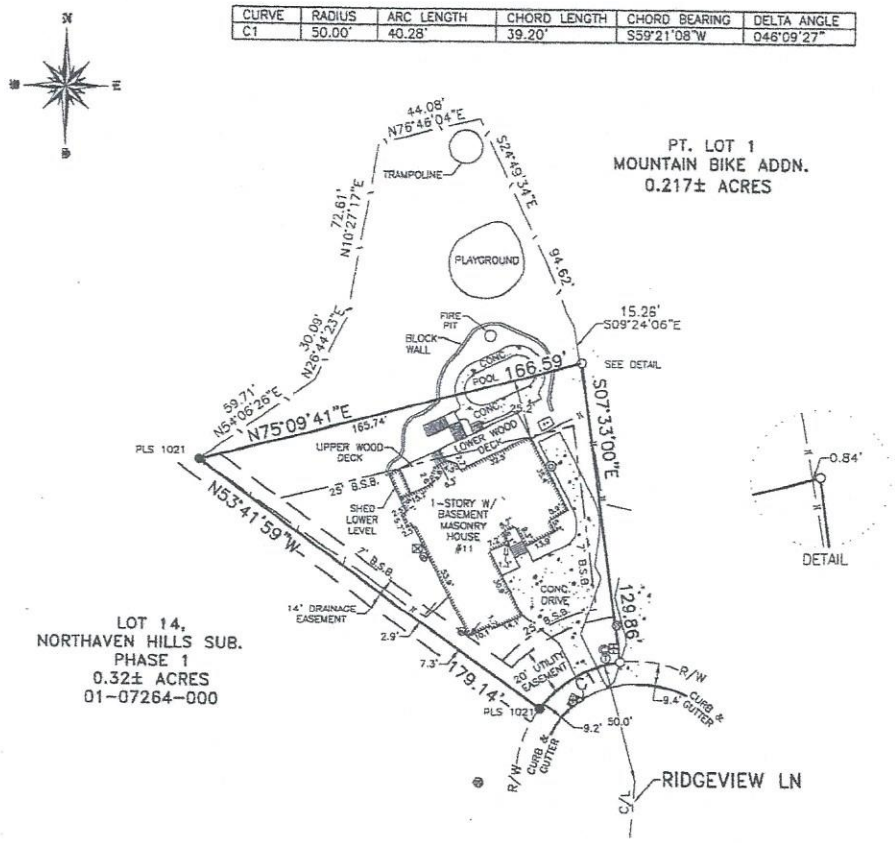


SURVEY MAP ADDENDUM

File No. 21-0089
Case No. 6612

Borrower

Property Address	11 Ridgeview Lane						
City	Bentonville	County	Benton	State	Arkansas	Zip Code	72712
Lender/Client	Michael and Jonna Walden		Address	11 Ridgeview Lane, Bentonville, Ar 72712			



Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712

First National Title Company
304 Airport Road
Bentonville, AR 72712

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2012/16294
Term/Cashier: CASH4/Mistie Hance
05/04/2012 2:29PM
Tran: 190764
Total Fees: $20.00

Book 2012 Page 16294
Recorded in the Above
DEED Book & Page
05/04/2012

WARRANTY DEED
UNMARRIED PERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT, **John M. Sjovall, a single person**, hereinafter called Grantor, for and in consideration of the sum of One and no one hundredths ($1.00) Dollars and other good and valuable consideration in hand paid by Michael Ray Walden and Jonna Kensley Walden, husband and wife, the receipt of which is hereby acknowledged, do hereby grant, bargain sell and convey unto the said, **Michael Ray Walden and Jonna Kensley Walden, husband and wife**, hereinafter called Grantees, and unto their heirs and/or assigns forever, the following lands lying in the County of Benton and State of Arkansas, to wit:

Lot 14, Northaven Hills Subdivision Phase I, Bentonville, Benton County, Arkansas, as shown on Plat Record "20" at Pages 275 and 276.

To have and to hold the same unto the said Grantees and unto their heirs and/or assigns forever, with all appurtenances thereunto belonging.

And I hereby covenant with Grantees that I will forever warrant and defend the title to the property against all lawful claims whatever, subject to existing easements, building lines, restrictions and easements of record, if any.

WITNESS My hand and seal on this 2nd day of May 2012.

[redacted]



I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. _____
Grantee: Michael Ray Walden and Jonna Kensley Walden
Address: 11 Ridgeview Lane-Bentonville, AR 72712

Escrow No.: BEN04-053-12

Prepared under supervision of
James R. Pender
Attorney At Law
Little Rock, Arkansas

Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712

Book 2012 Page 16295
Recorded in the Above
DEED Book & Page
05/04/2012

Benton County, AR
I certify this instrument was filed on
05/04/2012 2:29PM
and recorded in DEED Book
2012 at pages 16294 - 16295
Brenda DeShields-Circuit Clerk

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF BENTON

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, John M. Sjovall, a single person, to me well known as the Grantor in the foregoing Deed and stated that had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such notary public this 3rd day of May, 2012

[redacted]

Linda K. Winters Notary Public.

My commission expires: February 17, 2022

LINDA K WINTERS Comm. Exp. 02/17/22 NOTARY PUBLIC Comm. No. 12384 BENTON COUNTY, ARKANSAS

Escrow No.: BRN04-053-12

Prepared under supervision of
James R. Pender
Attorney At Law
Little Rock, Arkansas

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

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21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

[redacted]

Name Mark E. Risk, GAA
Company Name The Real Estate Consultants
Company Address 118 N. East Ave
Fayetteville, AR 72701
Telephone Number 4794420762
Email Address mrisk@trecinc.net
Date of Signature and Report
Effective Date of Appraisal 07-30-21
State Certification # CG0202
or State License #
or Other (describe) State #
State AR
Expiration Date of Certification or License 06/12/2021

ADDRESS OF PROPERTY APPRAISED
11 Ridgeview Lane
Bentonville, Arkansas 72712

APPRAISED VALUE OF SUBJECT PROPERTY $ 4,800

CLIENT
Name
Company Name Michael and Jonna Walden
Company Address 11 Ridgeview Lane
Bentonville, Ar 72712
Email Address jonnawalden@gmail.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address

Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

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Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712

QUALIFICATIONS

Mark E. Risk, GAA
Real Property Broker & Appraiser - Adjunct Real Estate Instructor

PRESIDENT

TREC, INC. dba The Real Estate Consultants
118 N East Ave. / P. O. Box 747
Fayetteville, Ar. 72702
(479) 442-0762

STATE CERTIFIED GENERAL APPRAISER

State of Arkansas – #CG-0202

LICENSED REAL ESTATE BROKER

State of Arkansas- Principal Broker #00005933

ADJUNCT POSITION

University of Arkansas – Adjunct Instructor – Real Estate (1981-Present)

EDUCATION

University of Arkansas, MBA 1979
University of Arkansas, BSBA 1977
Major: Real Estate and Finance
American Institute of Appraisers
Real Estate Appraisal Principles
Basic Valuation Procedures
Standards of Professional Practice
Capitalization Theory and Techniques (U of A)
Marshall & Swift Building Cost Seminar
Easement Valuation -- International Right of Way Assoc.
GRI Course 306 -- Arkansas Realtors Association
NAIFA Courses -- Standards of Professional Practice
-- Reviewing the URAR Form
-- The New URAR Report -- NAIFA,

PROFESSIONAL MEMBERSHIPS

National Association of Realtors (NAR) -- Appraisal Section
Arkansas Realtor's Association
Metro Area Board of Realtors

PROFESSIONAL DESIGNATIONS

General Accredited Appraiser (GAA) - National Association of Realtors

STATE BOARDS

Appointed to the Appraiser's Licensing and Certification Board by Governor Bill Clinton in January 1992. Reappointed by Governor Jim Guy Tucker in 1994. Term Expired in January of 1997.

Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712

Mark E. Risk Page 2

BOARD OF DIRECTORS

Served on Board of Directors of the UARK Federal Credit Union

NATIONAL COMMITTEES

National Association of Realtors
Appraisal Section
Subcommittee 1995-1998
Chair - 1998
Appraisal Forum 1995
Appraisal Committee 1997-98; 2000-2006

EXPERIENCE

Real Estate Consultants 1981-present
Actively appraising real estate in Northwest Arkansas since 1979.
Associated with Jim Sullivan (Sullivan Agency), 1979 to 1989.
Associated with Tom Reed (Reed & Associates), 1981 to 1985.
Employed by Keith S. Schultz (Associated Appraisers) 1980-81.

TEACHING

Real Estate Instructor at the University of Arkansas (1981 to date)
Courses taught include: Real Estate Principles, Real Estate Finance & Investments, and Real Estate Appraisal
Continuing Education Seminars: Basic Steps to Residential Appraisal, Environmental Concerns, Property Management

PUBLICATIONS

"Recreational Land Values and Trends in Northwest Arkansas", Arkansas Business and Economic Review, Vol. 16, No. 1, 1983;
Picked up for reprint by the International Association of Assessors

CLIENTS SERVED

***LENDING INSTITUTIONS**

66 Federal Credit Union
American Airlines Credit Union
Arkansas National Bank
Bank of Fayetteville
Arvest Bank
UARK Federal Credit Union
Bank of Arkansas
Bank of Salem
Bank of Eureka Springs
Bank of Oklahoma
Chambers Bank
First Security Bank of NW Arkansas
Community First Bank
First State Bank
Great Southern Bank
First Federal Bank
First Financial Bank

Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712

Mark E. Risk Page 3

***LENDING INSTITUTIONS (Cont'd.)**

Metropolitan National Bank
Simmons First Bank
Signature Bank
Liberty Bank of Arkansas
Legacy National Bank
Bank of Fayetteville
Regions Bank-Dallas
Telco Credit Union
Bank of America
First National Bank of St. Louis
Bank of Jackson Hole

***MORTGAGE COMPANIES**

Ameriquest Mortgage
Arvest Mortgage Company
Broyles Mortgage Company
Federal National Mortgage Association (FANNIE MAE)
James River Mortgage Company
Lomas & Nettleton
Norwest Mortgage
PHH Home Mortgage
Pulaski Mortgage Company
Southern Mortgage
U.S. Mortgage
Lending Tree
Ditech.com

DEVELOPERS

Dream Structures
Copher Quality Homes
Larry Carter Development Corporation
Castle Development
East Avenue Development, LLC
Dr. J. B. Hays
Houses, Inc.
C & K Construction
Riggins Construction

RELOCATION COMPANIES

Corporate Relocation
Sirva Relocation
Cendant Mobility
Coldwell Banker Relocation
Commonwealth Relocation Services
Equitable Relocation Mgmt. Corporation
Executive Relocation
Forward Mobility
Home Equity Corporation
Prudential Relocation Management
Re/Max Relocation
Relocation Funding Corporation
Relocation Resources
Weichert Relocation

Owner
Property Address 11 Ridgeview Lane
City Bentonville County Benton State Arkansas Zip Code 72712
Client Michael and Jonna Walden Address 11 Ridgeview Lane, Bentonville, Ar 72712

Mark E. Risk Page 4

MISCELLANEOUS

Anheuser Busch
Ball Corporation
Bell International
Busch Skil Company
Cargill Corporation
Cannon Express
Cummulus Broadcasting
Central United Methodist Church
City Of Eureka Springs
City Of Fayetteville
City Of Springdale
City Of Rogers
City Of Johnson
City Of Bentonville
Arkansas Department of Parks & Recreation
Arkansas State Highway & Transportation Department
Nature Conservancy
SWEPCO
Bentonville Airport Commission
Colgate Palmolive
CTS Corporation
Deere Credit Services
Federal Deposit Insurance Corp. (FDIC)
Fulbright Enterprises
Gates Rubber Company
General Motors
Gerald Carr (Retired Astronaut)
Kraft, Inc.
Love Box Company
MGIC
Michelin Tire Company
Ozarks Electric Cooperative
Phizer, Inc.
Procter & Gamble
Record Data, Inc.
Resolution Trust Corporation
Roadway Express
Salvation Army
Sioux Transportation
Tyson Foods, Inc.
Many Other Attorneys, Doctors, And Individuals

COURT TESTIMONY

Benton County Circuit Court
Carroll County Circuit Court
U.S. Federal Bankruptcy Court
Washington County Circuit Court
Crawford County Circuit Court
Madison County Circuit Court

GEOGRAPHIC AREA SERVED

Northwest Arkansas
Washington, Benton, Carroll & Madison Counties

INVOICE

Date: 08/13/21

File No. 21-0089
Case No. 6612

Prepared for:

Michael and Jonna Walden
11 Ridgeview Lane
Bentonville, Ar 72712

Property Appraised:

11 Ridgeview Lane
Bentonville, Arkansas 72712

Work Performed:

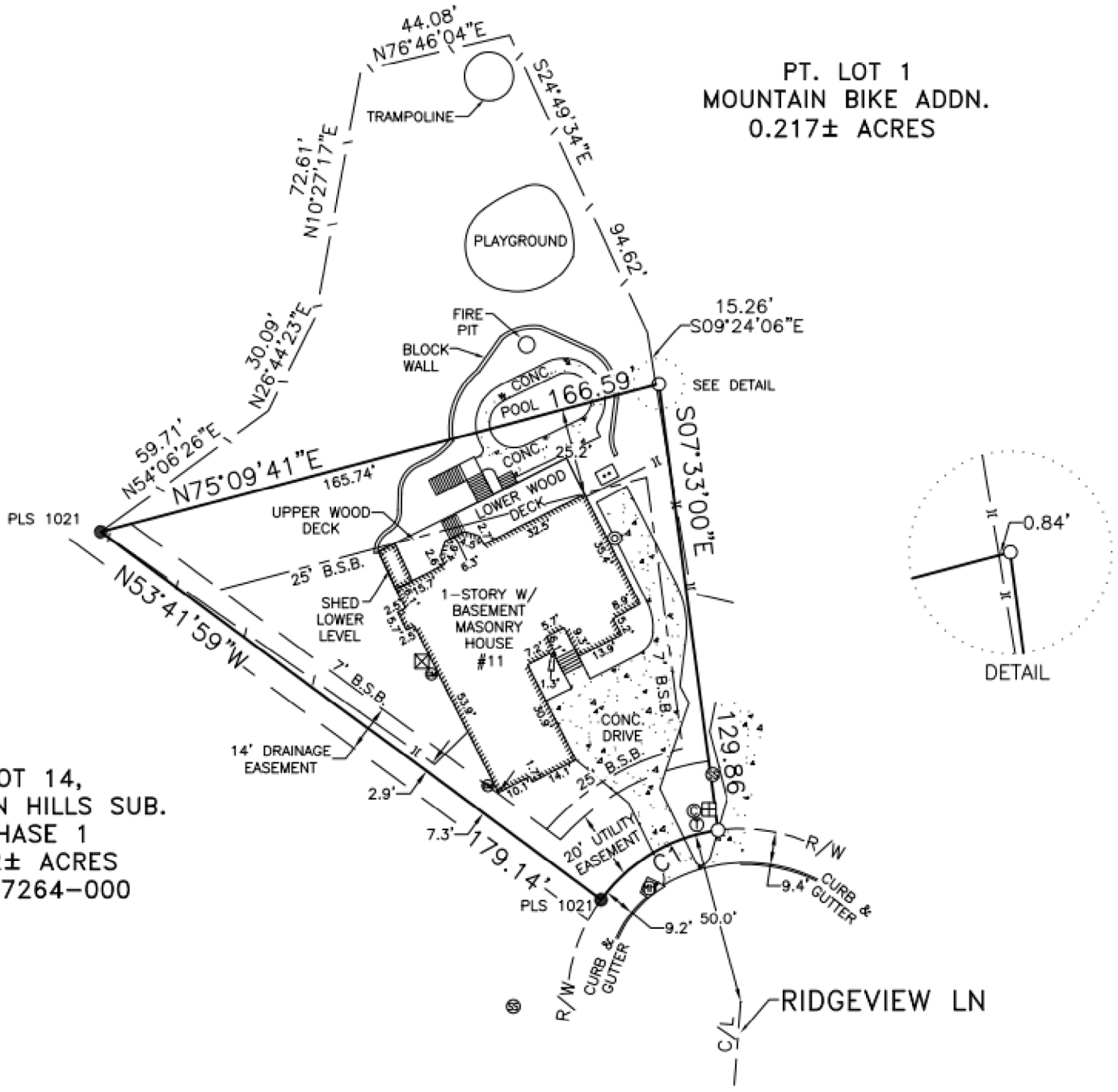
Fee for Appraisal Services	$	900.00
A part of Lot 1 of Mountain Bike Addition	$	
11 Ridgeview Lane, Bentonville, AR 72712	$	
	$	
	$	
	$	
Total Amount Due:	$	900.00

Please make checks payable to:

The Real Estate Consultants
118 N. East Ave
Fayetteville, AR 72701

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	40.28'	39.20'	S59°21'08"W	046°09'27"





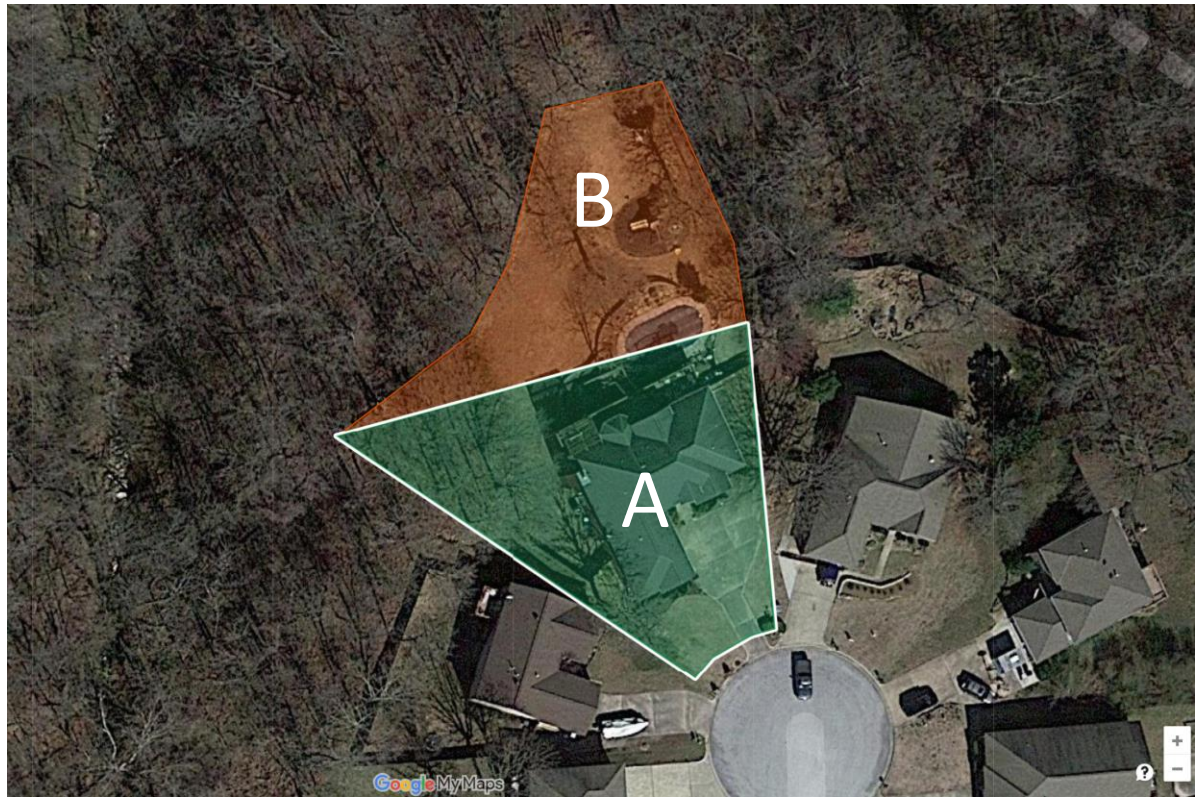
11 Ridgeview Lane
Bentonville, AR 72712



Summary of request at 11 Ridgeview Ln

- The current owners of the property at 11 Ridgeview Ln, Bentonville, AR have owned the property since May 2012. At the time of purchase, a survey was not completed as the house was in a well-established neighborhood within Bentonville City Limits, and the fence lines we very clearly marked and visible.

- It was recently (May 2021) brought to the attention of the current owners that the Plat that shows Lot (labeled A in diagram on right) for the property at 11 Ridgeview Lane does not follow the existing fence line.
- The existing fence line includes the area labels “B”. It appears that the Lot line would go through the swimming pool on the property (in-ground, built in ~2002) and also goes through the existing retaining wall and does not include much of the backyard included in the fenced in section at the property.
- Given the longstanding fence line that has been honored as the boundary at this location, and the improvements onsite, the current owners would like to seek a boundary by acquiescence to ensure the property includes the fenced-in backyard and improvements.



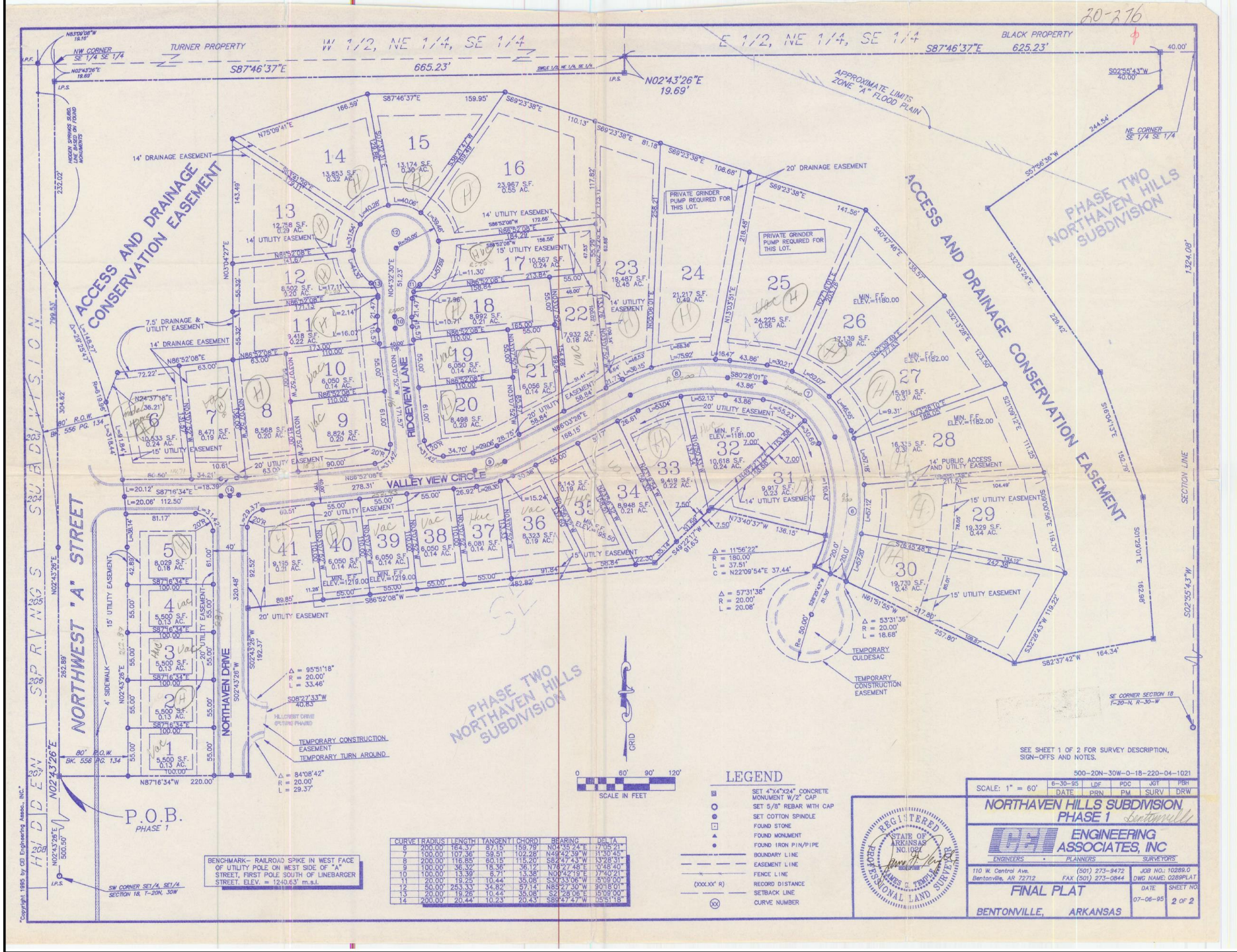
Current image of backyard at 11 Ridgeview Ln

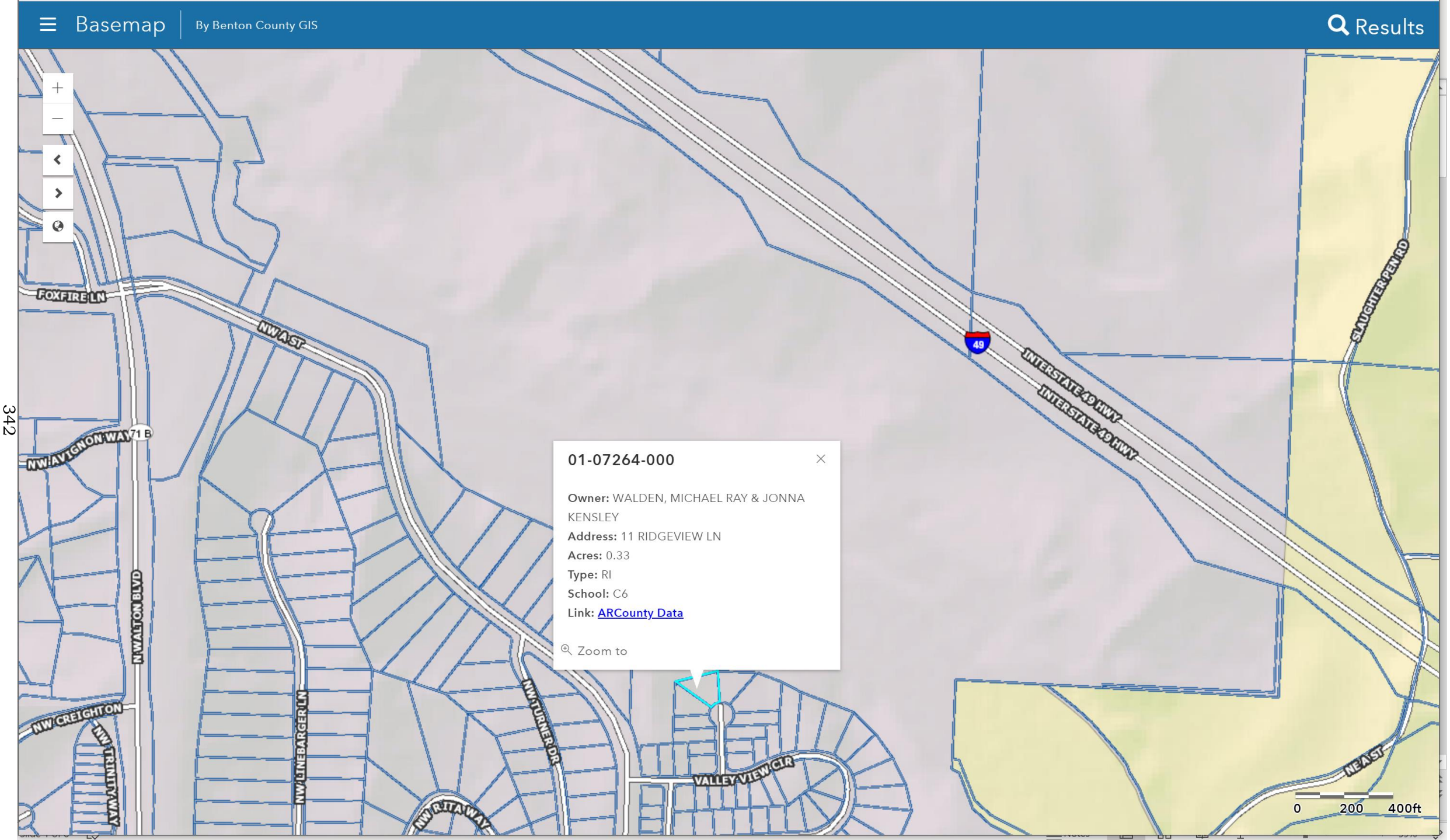
- Swimming pool, retaining wall, flower beds, rubber mulch wooden playset, and buried trampoline all are within the fenced in backyard.

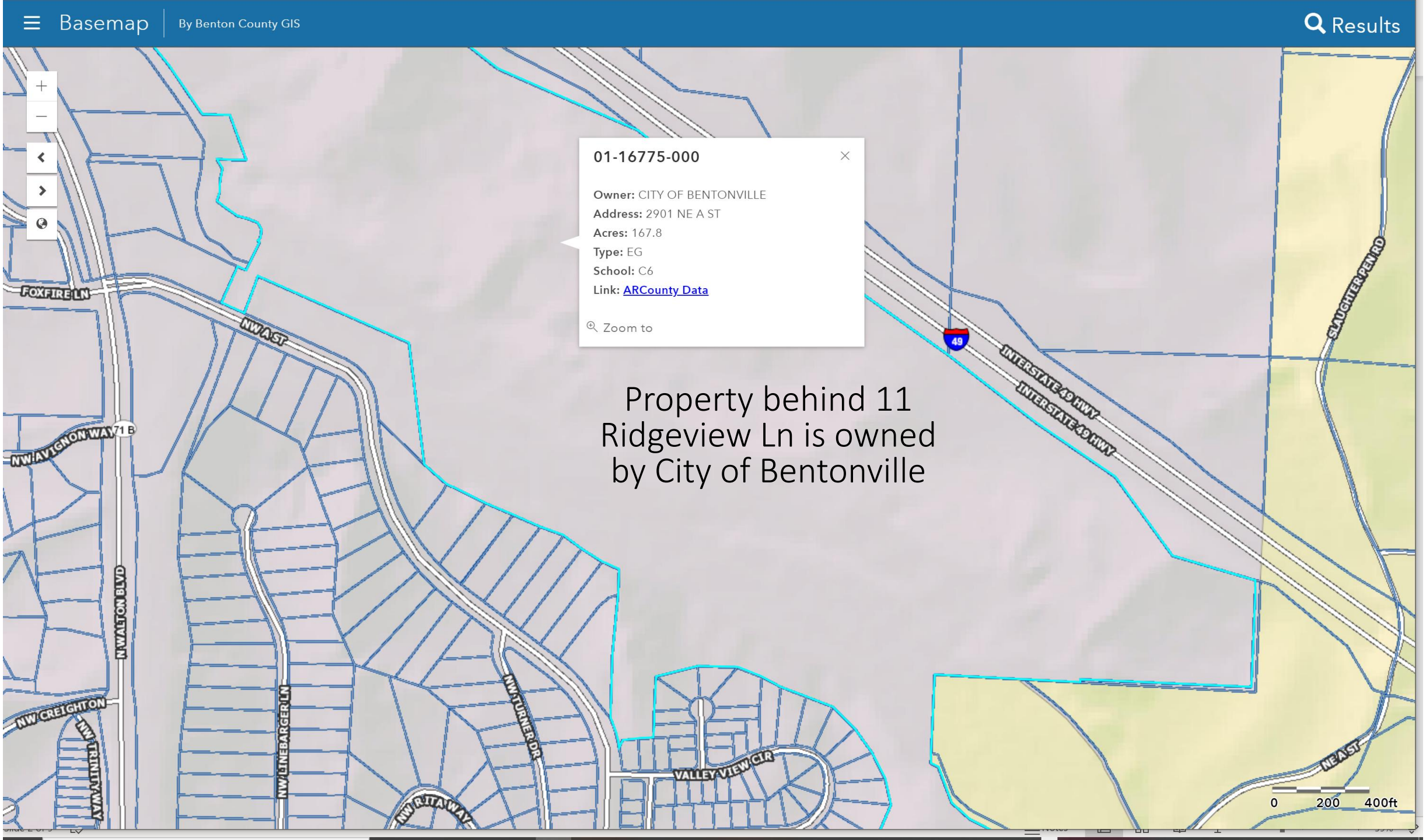


Plat for Northaven Hills Subdivision Phase 1

Lot 14 = 11 Ridgeview Lane, Bentonville, AR




Basemap
By Benton County GIS
Results
01-07264-000
Owner: WALDEN, MICHAEL RAY & JONNA KENSLEY
Address: 11 RIDGEVIEW LN
Acres: 0.33
Type: RI
School: C6
Link: ARCounty Data
Zoom to
FOXFIRE LN
NW A ST
NW AVIGNON WAY
71 B
N WALTON BLVD
NW CREIGHTON
NW TRINITY WAY
NW LINEBARGER LN
NW TURNER DR
NW RITA WAY
VALLEY VIEW CIR
INTERSTATE 49 HWY
INTERSTATE 49 HWY
49
SLAUGHTER PEN RD
NE A ST
0
200
400ft


Basemap
By Benton County GIS
Results
01-16775-000
Owner: CITY OF BENTONVILLE
Address: 2901 NE A ST
Acres: 167.8
Type: EG
School: C6
Link: ARCounty Data
Zoom to
Property behind 11 Ridgeview Ln is owned by City of Bentonville
FOXFIRE LN
NW A ST
NW AVIGNON WAY
71 B
N WALTON BLVD
NW CREIGHTON
NW TRINITY WAY
NW LINEBARGER LN
NW TURNER DR
NW RITA WAY
VALLEY VIEW CIR
INTERSTATE 49 HWY
INTERSTATE 49 HWY
49
SLAUGHTER PEN RD
NE A ST
0
200
400ft

Sales History

- Initially owned by Burckart (builder and initial resident)
- Swimming pool permitted and built in ~2002
- Sold to Sjoval in July 2010
- Sold to current owners (Waldens) in May 2012

01-07264-000 Benton County, Arkansas - City Property Card **2021** **Page 1 of 2**
Parcel Key 7156 **Parcel Summary Page**

OWNERSHIP RECORD AND DESCRIPTION

Owner Name	WALDEN, MICHAEL RAY & JONNA KENSLEY
Property Address	11 RIDGEVIEW LN
	BENTONVILLE AR
Taxpayer Name	WALDEN, MICHAEL RAY & JONNA KENSLEY
Address	11 RIDGEVIEW LN
	BENTONVILLE AR 72712-7515
Exemption Status	Non-Exempt

LEGAL DESCRIPTION

Lot	14		
Block		Lat/Long	/
Subdivision	NORTHAVEN HILLS SUB PH 1-BENTONVILLE		
School District	C6	Nbhd Code BEN04	Market 5000
Acres	0.33	Timber 0	
Old Parcel			
Legal Description	18-20-30		

TREND	STREET	UTILITIES	TOPO	LANDSCAPING
Improving	Concrete	No Water	High	Good
Static	Asphalt	No Sewer	Low	Average
Declining	G & G	No Gas	Rough	Poor
None	Gravel	No Electric	Flat	None
	Dirt	No Phone		

COMMENTS

RA21

REVIEW RECORD			USE CODES
Action	Date	By	B-RES
PRINTED	04/30/21	LED	IMP
LAND	04/29/21	JAW	L-RES
LAND-CAMA	04/29/21	NXR	Z-MAILED HMST APP
ENTERED	05/02/19	CDM	
REVISIT-21	05/01/19	CAH	
INSPECT-21	04/15/19	MAJ	
NOTICE	06/28/16	GAS	
ENTERED	03/29/16	BDA	

APPRAISAL SUMMARY

Land	19,000	Improvements	285,250	Total Appraised	304,250
Assessed Land	3,800	Assessed Improvements	57,050	Total Assessed	60,850

ASSESSMENT HISTORY (First 6 of 18 records shown)

Year	Land	Improvements	Full Value	Effective Value	Homestead?	Comments
2019	3,800	57,050	60,850	60,850	No	A79 UPDATE Mass Update - Advance
2018	3,800	57,050	60,850	60,850	No	A79 UPDATE Mass Update - Advance
2017	3,800	57,050	60,850	59,930	No	A79 UPDATE Mass Update - Advance
2016	3,800	57,050	60,850	55,020	No	2016 REAPP Mass Update - Paste Am
2013	4,400	44,680	49,080	49,080	No	REMOVE HMST SJOVALL Value Rese
2011	4,400	44,680	49,080	49,080	Yes	2011 REAPP Mass Update - Paste Am

OWNERSHIP RECORD

Stamps	Price	Grantor/Grantee	Date Sold	Book/Page	Type	Remarks
930.6	282000	SJOVALL TO WALDEN	05/03/12	2012/16294	WD	
0	0	SJOVALL(AKA MARQUEZ) TO SJOVALL, J	07/30/10	2010/39738	QCD	
1042.8	316000	BURCKART TO SJOVALL	08/04/05	2005/39915	WD	
75.9	23000	BURCKART DEV TO BURCKART	01/09/96	96/1914	CWD	CWD

BUILDING PERMIT RECORD

Date	Amount	Purpose
06/11/02	17,200	#02-01265/15X30 POOL GT 12/31/02 WK

IMPROVEMENT DISTRICTS

District	Amount	Comment

LAND RECORD

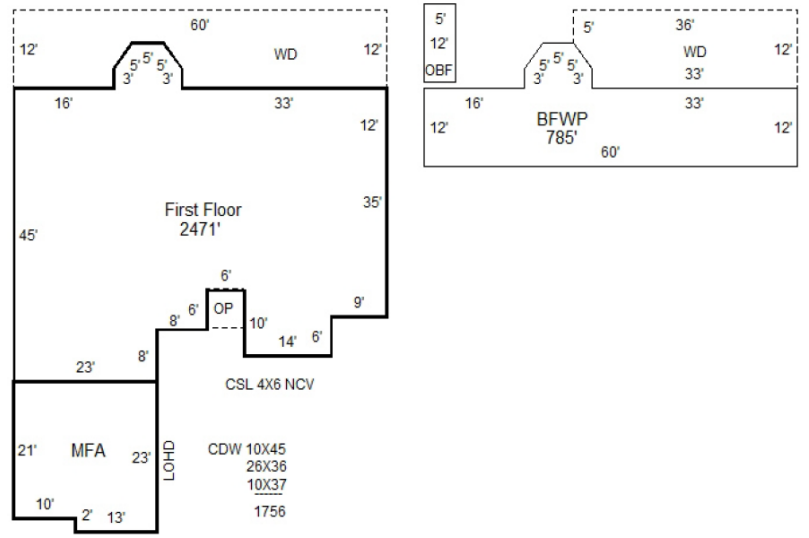
Use Code	Soil Code	Qtr Sec	Front	Rear	Depth	Depth %	Size	Rate	Adjustment	Value
RES	M						1 Lt	43000.0	1.00	43,000
TOTALS						Acres	0.33			43,000

OCCUPANCY				STORY HEIGHT			
Single Family	Multi Family	Other	Mobile Home	One	SL	One+	Two
X				X			

GRADE		AGE				LIVING AREA		BASEMENT	
Basic Grade	3	Built	1997			First Floor	Second Floor	Unfinished	0
Adj %	-5	Age	18	Future				Fin w/o Part	0
Future Grade		REL	81	Future				Fin with Part	785
Future Adj %						2471	0	Area	785

EXTERIOR WALLS		HEAT & AC	
Masonry Veneer	X	Central	X
Comb Mas/Frame		Hot Air Forced	
Standard Frame		Floor/Wall Furnace	
Lowcost Frame		Elec Base/Ceiling	
		Hot Water/Steam	
		None	

FOUNDATION		FLOOR COVER	
Slab		Carpet/Vinyl	2930
Closed Piers	X	Hard WD/SHT	0
Open Piers		Hard WD/PQT	0
FLOOR STRUCTURE		Linoleum	0
Elevated Slab		Ceramic	326
Wood Subfloor	X	Stone	0
Slab on Grade		Softwood	0
ROOF TYPE		None	0
Hip	X	Total Area	3256
Mansard		**PLUMBING**	
Gambrel		Full Bath (3F)	2
Arch		Half Bath (2F)	1
ROOF COVER		Extra Charges	0
Asphalt		Rough-ins	0
Wd Shng		None	
Tile			
Other		**FIREPLACE**	
Area		Sgl-1S	Dbl-1S
INSULATION		Sgl-2S	Dbl-2S 1
Floor	X	Low	Avg Good
Wall	X		X
Ceiling	X		



Sketch by Apex IV™



YARD AND OTHER IMPROVEMENTS								
Item	Qty	Grade	Age	Rate	REL %	Loc Fact	HS	Value
CLFX4	384	4	23	5.06	70	1.000	X	1,360
POOLGA	90	3	4	146.00	80	1.000	X	10,512
WFX6	175	4	23	8.69	70	1.000	X	1,065
OBF FLAT 12 x5	1	7			0	1.000	X	500
						Total of all OBYI Items:		13,437

BUILDING COMPUTATION	
Base Price	33.74
Grade Adj Factor	1.000
Grade +/- Factor	0.950
Story Height Factor	1.000
Composite Factor	0.950
Adj Per Sqft Price	32.05
Total Base Sq Footage	2,471
Base Value	79,195.55

ADJUSTMENTS TO BASE			
Foundation	2,471	0.000	0
Floor Structure	2,471	0.000	0
Floor Insulation	2,471	0.563	1,391
Wall Insulation	2,471	0.000	0
Ceiling Insulation	2,471	0.000	0
Roof Cover	3,016	0.000	0
Plumbing Fixtures	2	632.000	1,264
Fireplaces	1	2,913.300	2,913
Basement	785	15.710	12,332
Heat and A/C	3,256	3.070	9,996
Floor Cover	3,256	2.166	7,054

ADDITIVE ITEMS				
Item	Qty	Rate	Factor	Total
CDW	1,756	2.00	1.000	3,512
MFA	509	14.65	1.000	7,457
OP	36	13.34	1.000	480
WD	655	5.91	1.000	3,871
WD	417	6.23	1.000	2,598

CALCULATION SUMMARY	
Replacement Cost New	132,064
Remaining Life %	81
RCNLD	106,972
Location Factor	1.000
Adjusted Value	106,972
Total OBYI	13,437
Total Value	120,409
Adjustment Factor	1.000
Final Value	120,409

345

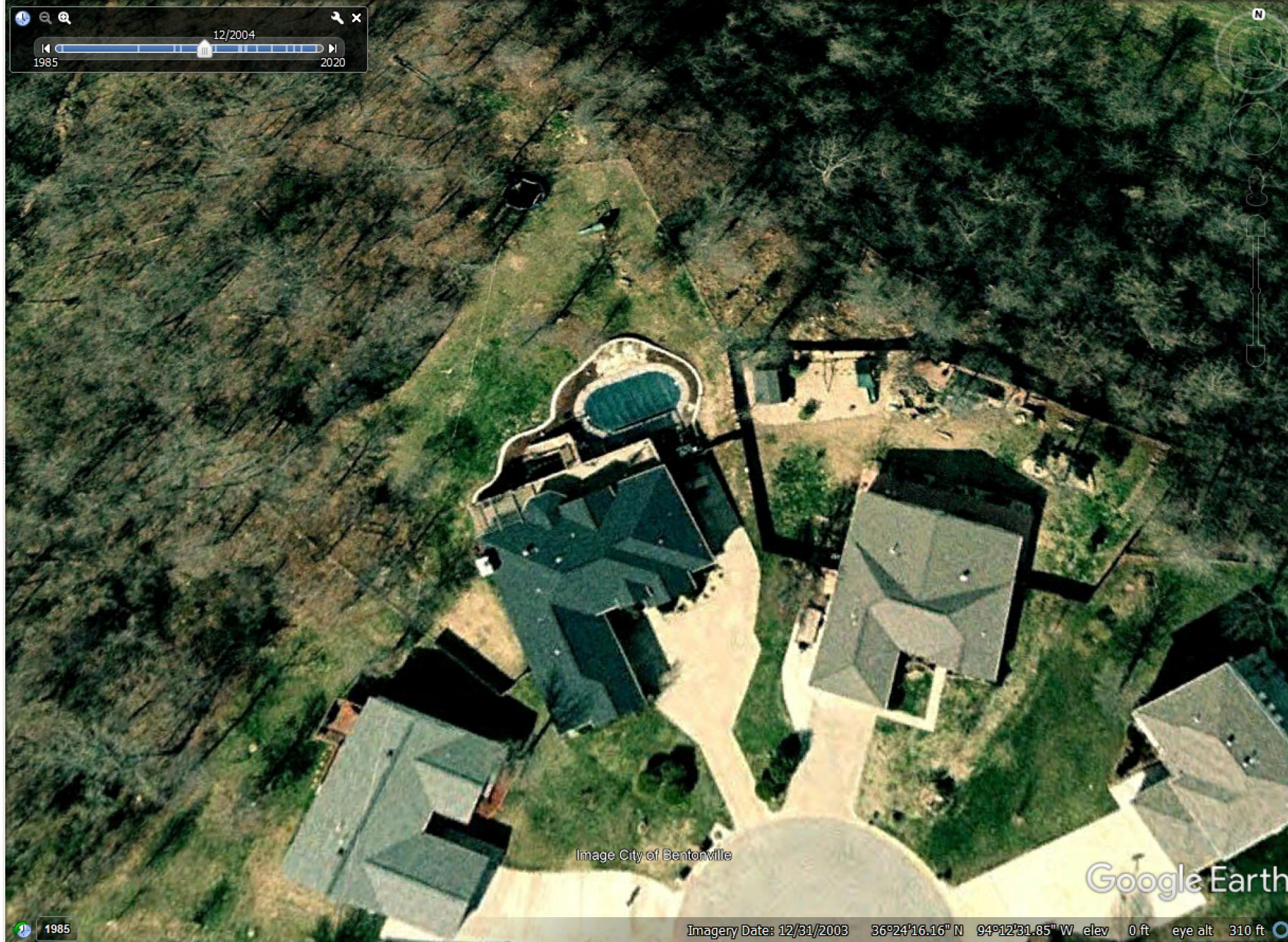
Site Images

- 12/2000
- Shows flat, unused area behind house, hard to see fence detail if existed, but area appears flat and clear of trees



Site Images

- 12/2003
- Fence is present, pool and retaining wall are built
- Permit for the pool was also given in 2002



Site Images

- 12/2008
- No major changes to backyard, pool, retaining wall, and fence all still there.



Site Images

- 3/2012
- Just prior to current owner purchase.
- Fence line, pool, retaining wall all appear to be clearly within boundary of property



Site Images

- 3/2014
- No major changes



Site Images

- 3/2018
- Current owner invests in rubber mulch playground and playset
- Also invests in new Sod and landscaping in backyard



Site Images

- 3/2020
- Current state – fence boundary and improvements still intact with no disputes or issues



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A REAL ESTATE CONTRACT WITH MICHAEL AND KENSLEY WALDEN.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Real Estate Contract with Michael and Kensley Walden, as set forth in the Agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Administration**
Submitted by	**Mayor Stephanie Orman**
Phone	**479-271-5966**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution to authorize premium pay for City employees.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Funds will come out of the ARPA Grant Fund.

RESOLUTION NO. _____

AN RESOLUTION ADOPTING PREMIUM PAY FOR CERTAIN MUNICIPAL EMPLOYEES FROM THE AMERICAN RESCUE PLAN

WHEREAS, the American Rescue Plan Act "ARPA", which was signed into law on March 11, 2021, provides fiscal relief funds to state and local governments and other program areas aimed at mitigating the continuing effects of the pandemic; and

WHEREAS, ARPA is intended to provide support to local governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 out of their communities, residents, and businesses; and

WHEREAS, ARPA provides stimulus grant funds permitting cities and towns the option to provide Premium Pay for eligible employees in order to provide additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors; and

WHEREAS, the United States Department of Treasury (hereinafter Treasury), has issued guidance and an Interim Final Rule (hereinafter IFR) regarding the use of ARPA funds; and

WHEREAS, Premium Pay is defined by the IFR as additional compensation for "eligible workers performing essential work during the COVID-19 public health emergency;" and

WHEREAS, the IFR provides that eligible workers are those "who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities;" and

WHEREAS, Treasury recognized essential critical infrastructure sectors as "healthcare, public health and safety, childcare, education, sanitation, transportation, food production and services" and also permits each city's chief executive to add additional sectors to the list if they are "deemed critical to protect the health and well-being of its residents;" and

WHEREAS, essential work involves regular in-person interactions or regular physical handling of items that were also handled by others; however, it does not include telework from a household; and

WHEREAS, the IFR emphasizes the need for recipients to prioritize Premium Pay for lower income workers most impacted by the pandemic; and

NOW, THEREFORE, be it resolved by the **Bentonville City** Council, that:

Section 1. The City of Bentonville hereby appropriates a total amount up to $1,400,000 to provide Premium Pay to eligible workers who meet the following ARPA eligibility criteria:

1) An eligible worker means workers necessary to maintain the continuity of operations of essential critical infrastructures

2) Including any additional sectors added by the city's chief executive

3) An eligible worker performing eligible work which means regular in-person interaction or regular physical handling of items that were handled by others

Section 2. it is the intention of the City of Bentonville to provide each worker Premium Pay in an amount not to exceed $2,000.00 for eligible full-time employees hired prior to October 26, 2021, and not to exceed $1,000 for eligible part-time employees hired prior to October 26, 2021, for work performed during the time period of October 27, 2020, through October 26, 2021. Amounts provided for Premium Pay will be prorated for employees that started after October 27, 2020, based upon their hire month;

Section 3. premium pay will be provided in an amount that does not exceed $13.00 per hour and employees will be verified to have worked a minimum number of hours that does not include telework from a household. The City of Bentonville does recognize that there are several employees that may fall below the minimum number of hours to be eligible for ARPA grant funding. Those employees will be provided the same dollar amount utilizing existing funds in their current departmental budgets and prorated the same as stated previously.

Section 4. The City of Bentonville shall pay all applicable employer payroll contributions from the Rescue Grant funds for eligible employees.

Section 5. The Bentonville City Council adopts, ratifies and enacts Premium Pay from *Section 603* of the ARPA.

Section 6. Nothing in this resolution shall be construed as constituting an employment contract or as altering, modifying or affecting the "at-will" employment relationship between the City of Bentonville and any employee of the City of Bentonville.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**10/26/2021**
Department	**Administration**
Submitted by	**Mayor Stephanie Orman**
Phone	**479-271-5966**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Use of American Rescue Plan Act (ARPA) funds for Premium pay for City employees based on qualifying hours worked over the previous 12 months.

Estimated Cost	**$1,399,397**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Funds will come out of the ARPA Grant Fund.

Budget Adjustment Request

Date of City Council Meeting	**10/26/2021**
Department	**Finance**
Submitted by	**Jake Harper**
Phone	**(479) 271-6781**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Use of Amercian Rescue Plan Act (ARPA) funds for Premium pay for City employees based on qualifying hours worked over the previous 12 months.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
401010	**41010**	**Full Time Salaries/Wages**		**$ 1,111,000.00**
401010	**41110**	**Part Time Salaries/Wages**		**$ 98,000.00**
401010	**41510**	**FICA**		**$ 61,132.00**
401010	**41510**	**Medicare**		**$ 17,429.00**
401010	**41810**	**APERS**		**$ 111,836.00**
		Totals	**$ -**	**$ 1,399,397.00**
		Net Impact on Fund Balance	**$**	**(1,399,397.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**